



**NAYA RAIPUR DEVELOPMENT AUTHORITY**

# **TENDER**

FOR

**Supply of Lighting Fixtures with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur (Chhattisgarh)**



**NAYA RAIPUR DEVELOPMENT AUTHORITY**

In front of Mahanadi Dwar of Mantralaya,  
Raipur 492 001, Chhattisgarh

TEL NO: + 91 771 4066011; Fax No.: +91 771 4066188

Website: [www.nayaraiipur.com](http://www.nayaraiipur.com),

email: [ceo@nayaraiipur.com](mailto:ceo@nayaraiipur.com), [nrda.electrical@gmail.com](mailto:nrda.electrical@gmail.com)



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SR. NO. PARTICULARS

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# SECTION – I

## 1. INVITATION OF BID

### TENDER NOTICE

<b>NAYA RAIPUR DEVELOPMENT AUTHORITY</b> Near Mahanadi Dwar, Mantralaya, Raipur-492001, Chhattisgarh Ph:0771-4066011 Fax:0771-4066188, Website: www.nayaraiipur.com				
<b>Tender Notice</b> NIT no: 556/NRDA/ELECT-LF&L-SSB/04/2011-2012 Raipur, date 28/ 04/2011 Sealed tenders are invited from the Original Equipment Manufactures/Channel Partners for the supply of light fixtures and lamps along with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur.				
Time Allowed (In Months)	Estimated Cost (₹ in Lakhs)	EMD (₹ in Lakhs)	Cost of Tender Document (₹)	Pre -Qualification Criteria Average annual turnover during last three financial years (₹ In Lakhs)
2 (Two)	474.00	5.00	10,000/-	2000.00
Other mandatory eligibility criteria can be seen in the detailed NIT available on website. Tender document can be purchased on any working day from 28.04.2011 to 13.05.2011 from the Accountant NRDA, Raipur. The last date for submissions of the tenders will be 16.05.2011, upto 15.00 hrs and shall be opened thereafter on the same day. Detailed NIT & tender document can also be downloaded from website <a href="http://www.nayaraiipur.com">www.nayaraiipur.com</a> and <a href="http://www.cg.gov.in">www.cg.gov.in</a> Amendment/corrigendum in tender, if any, will only be published on the website <a href="http://www.nayaraiipur.com">www.nayaraiipur.com</a> and shall not be published in any newspaper.				
<b>Chief Executive Officer</b>				

<b>NAYA RAIPUR DEVELOPMENT AUTHORITY</b> BESIDE MAHANADI DWAR OF MANTRALAYA RAIPUR (CHHATTISGARH) 492001 PH.NO.0771-4066011, FAX 0771-4066188, e-mail. <a href="mailto:ceo@nayaraiipur.com">ceo@nayaraiipur.com</a>	
<b>DETAILED NOTICE INVITING TENDER</b> NIT No.: 556/NRDA/ELECT-LF&L-SSB/04/2011-2012 Raipur, dated 28/ 04/2011	
Name of work: Supply of Lighting Fixtures with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur (Chhattisgarh)	
Estimated cost of the work : ₹ 4.74 Crores Time period for supply: 02 (Two) months from date of issue of work order. Amount of EMD: ₹ 5.00 lakhs Cost of Bid document: ₹ 10,000.00	
1. Naya Raipur Development Authority (NRDA) invites Sealed Tender from Original Equipment Manufactures/Channel Partner who have experience according to Pre-Qualification criteria, for the supply of light fixtures and lamps along with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur (Chhattisgarh) 2. Estimated cost of the work is approximately Rs. 4.74 Crores , and the time period for supply will be 02 (Two) months from date of issue of order. 3. <u>MANDATORY ELIGIBILITY CRITERIA-</u> a) Tenderer should submit copies of following documents duly notarized or certified by CA:- i. at least 5years of Experience in Manufacturing of Lighting Fixtures. (Incorporation certificate duly signed by CA should be enclosed) ii. Average Annual Gross Turnover of ₹ 20 Crore in Last Three Complete Financial Years (Audited Balance Sheet duly signed by CA Should be Enclosed).	

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- iii. certificate of Profit Making Firm and should not have made loss in the last Two Financial Year. (Audited Balance Sheet duly signed by CA Should be Enclosed).
  - iv. certified copy of Valid Factory Act registration, EPF/ESIC registration, Excise registration (duly notarized).
4. The tender document can also be downloaded from the web site [www.nayarapur.com](http://www.nayarapur.com). While submitting the tender it should be accompanied with a demand draft of Rs. 10,000 (Indian Rupees Ten Thousand only) from a scheduled bank of India, in favour of the Chief Executive Officer, Naya Raipur Development Authority, payable at Raipur towards the cost of the Tender Document. The proposal without the cost of the document will not be considered for evaluation. The tenderer shall fill up all enclosed proformas and submit all documents for mandatory eligibility criteria. All documents shall be signed by authorized person (as mentioned) wherever instructed. The certificates as a proof of mandatory eligibility criteria shall be either notarized or certified by CA. The tenderer shall use English language for all communications.
5. **Mode of submission of queries-** All queries shall be filled in properly as per **Proforma-1(Enclosed)** and shall be submitted by SPEAD POST/REGISTERED POST/E-MAIL in a sealed envelope to NRDA's office in the name of "The Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492001, Chhattisgarh" on or before **03.05.2011 only**.. Following information shall be written on top of the sealed envelope-
- I. Name of work: Supply of Lighting Fixtures with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur (Chhattisgarh)
  - II. The address of submission-The Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492001, Chhattisgarh
  - III. Sender Name, Address ,Phone no., Email ID
  - IV. Proforma-1
6. The **Sealed Tender** duly filled in all respects (as detailed below) will have to be submitted to NRDA's office in the name of "The Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492001, Chhattisgarh" **on or before 13.05.2011 upto 16:00 hrs only**. The proposal shall be opened the same day, thereafter. *The Tender with complete documents to be submitted in Hardcopy & Softcopy (Microsoft Word or Excel) in a three envelope System as detailed below:-*

<i>ENVELOPE-1</i>	<i>EMD &amp; Cost of tender in the prescribed format as mentioned in clause 4 above / copy of receipt of tender cost</i>
<i>ENVELOPE-2</i>	<i>Technical bid consisting of the documents, certificate in proof of prequalification criteria,</i>
<i>ENVELOPE-3</i>	<i>Financial bid</i>

*However, in case of any discrepancies between the hard & soft copies, the hard copies shall prevail.*

- Following information shall be written on top of the sealed envelope-
- I. Name of work: Supply of Lighting Fixtures with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur (Chhattisgarh)
  - II. The address of submission-The Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492001, Chhattisgarh
  - III. Sender Name, Address ,Phone no., Email ID
7. Amendment/Addendum/Corrigendum, if any, shall not be advertised in the newspapers, but shall be posted in the above website only.
8. Chief Executive Officer, NRDA, Raipur reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Sd/-**  
**Chief Executive Officer**

**SECTION – I****1. TENDER PROGRAMME**

Key Dates:

1	Up to 03.05.2011	Submission of queries
3	07.05.2011	Issue of Clarification, if needed.
4	16.05.2011	Last date of receipt of Sealed Tender.
5	16.05.2011	Opening of the Envelope No. 1 (i.e. Technical Bid)
6	19.05.2011	Date of Submission of Light Fixtures For Mockup.
7	20.05.2011	Tentative date of Opening of the Envelope No. 3 (i.e. Price Bid), which will be confirmed through-mail/website in advance.

The tender program for the above works as under:

NIT No:	NIT No.: 556/NRDA/ELECT-LF&L-SSB/04/2011-2012 Raipur, dated 28/ 04/2011
Estimated Cost	₹ 4.74 Crores (Rupees Four Crores Seventy Four Lacs only) (approx.)
EMD	₹ 5.00 lacs. (Rupees Five lacs). <b>Note: The EMD shall be payable in favour of Chief Executive Officer, NRDA in the form of DD on a nationalized bank payable at Raipur, Chhattisgarh.</b>
Time Period	2 (two) Months from the date of issue of the Order.

- 1) The Blank Tender Documents could be purchased on payment of tender document during office hours on all working days upto 13.05.2011 from the office of the Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh in person.
- 2) Price of blank tender documents (non-refundable) Rs 10,000.00 (Rupees Ten thousand only) to be paid by Cash/ Demand Draft drawn in favour of Chief Executive Officer, NRDA payable at Raipur, Chhattisgarh along with the application for issue of tender documents.
- 3) Submission of queries in the format as per Proforma 1 in **Section III of Volume I** to the CE (Engg), NRDA, on or before **03.05.2011**.
- 7) Date of receipt of Sealed Tenders: **16.05.2011** upto **15.00 hours** in the office of the Chief Executive Officer, NRDA, Near Mantralaya, Raipur 492 001, Chhattisgarh.
- 8) Opening of the Envelope No. 1&2 i.e. EMD & Technical Bid in the office of the Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh on the same day as the date of receipt of Sealed Tenders after **15.00 hours**, if possible.
- 9) Tenderer are required to submit light fixtures of all specified types as per specifications mentioned in the issued tender documents for mockup. Submission of light fixtures & Lamp shall be at site address – **State Secretariat Building, Naya Raipur, Chhattisgarh. The exact location shall be communicated at site.**  
**The mockup shall be done in one complete architectural unit including its installation. However, the power source shall be provided by NRDA. The mockup may need more than one fitting of each type. The details are as under:**

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Sr. No.	Type of Fixture	Fixture details	No of Light Fixture required for Mock up
1	Type -1	Slab cut out mounted top openable type 2 x 36 W CFL fixture	25 nos
2	Type -2	Surface mounted 1 x 13W CFL fixture -	1 no
3	Type -3	-do- as above but 2 x 28 W suspended CFL fixture -	1 no
4	Type-4	-do- as above but 2 x 26W concealed type CFL fixture	8 nos
5	Type -5	-do- as above but 2 x 26W concealed type CFL fixture	8 nos
6	Type -6	-do- continuous LED cove lights with transformer etc complete of colour shade approved by architect	50 mtr
7	Type -7	-do- suspended light fixtures with QR CB 51 lamps -	1 no
8	Type -8	Surface mounted 2 x 18W CFL fixture	1 no
9	Type -9	Surface mounted type 1 x 36 W FTL box type fixture	1 no
10	Type -10	Surface mounted type 2 x 36 W FTL box type fixture	1 no
11	Type -11	Surface mounted type 2 X 36 W FTL acrylic cover fixture	1 no
12	Type -12	Surface mounted type 1x70 Watt MH lamp type up and down light fixture	1 no
13	Type -13	Concealed mounted 2 x 26W concealed type CFL fixture	8 nos
14	Type -14	Outdoor Ground burial outdoor type 3 Watt LED Lamp	1 no
15	Type -15	Brick lights 1 x 10W	1 no

Tenderer shall depute representative having complete knowledge to explain their product in detail.

Tenderer shall organize & bear all cost of submission of samples material, illumination arrangement, power generator, transport, loading, unloading, security, etc.

**Samples will be evaluated by a committee, nominated by NRDA.**

**If required modifications will be suggested and an undertaking to agree to the modifications without any financial implications will be taken from the tenderer. However, in case major changes, if any in the work a revision in the price-bid could be allowed only at the discretion of NRDA.**

**In case the tenderer is not found up to required standard, the tenderer shall be technically disqualified on this ground and his financial bid shall not be opened.**

The mockups shall be removed from site after the opening of the financial bids in case of all the bidders except the lowest bidder.

In case of the lowest bidder, the mockups shall remain with NRDA till the completion of the project.

- 12) Opening of the Envelope No. 3 i.e. Price Bid, for qualified applicants, shall be intimated to the successful tenderers separately.
- 13) Chief Executive Officer, NRDA, Raipur reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Chief Executive Officer, NRDA  
Near Mantralaya Mahanadi Dwar,  
Raipur 492 001, Chhattisgarh**

Signature of Contractor.....

Signature of NRDA.....



OFFICE OF THE CHIEF EXECUTIVE OFFICER  
NAYA RAIPUR DEVELOPMENT AUTHORITY  
Near Mantralaya Mahanadi Dwar Raipur ,492001, Chhattisgarh

Postal Order/Demand Draft No.....

.....

Tender issued to M/s .....

**2. TENDER FORM**

The undersigned hereby tender and offer (subject to the NRDA's conditions of tendering) the Naya Raipur Development Authority, Raipur to supply the plant, machinery and materials and execute and do the several works and things which are described or referred to in the Details of Technical Particulars attached to tender issued vide NIT no \_\_\_\_\_ and its enclosure and in Schedules to the side Details of Technical Particular copies of which are annexed here to and which under the terms thereof are to be supplied, executed and done by the contractor and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to be referred from the said tender documents for the sums and at the rates sets out in Schedule-I (Price Bid) annexed here to.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith (if the questionnaire is not answered in full, the answer to various question may be taken so as to be advantageous to the Company unless contrary is mentioned in the body of the tender).

Date the ..... Day .....

TENDERER'S SIGNATURE  
(with seal)

Signature of Contractor.....

Signature of NRDA.....

## SECTION - I

### 3. IMPORTANT INSTRUCTIONS TO THE BIDDERS

Sealed tenders are invited by the Chief Executive Officer, NRDA, Raipur for the supply of material as per specification attached.

1. The bidders are requested to kindly go through the tender document's instructions and various terms and conditions contained in Sub Section 5 & 6 of Section I, except as modified/ laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted. Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. The bidders should also note that in absence of any of the schedules, their offer is likely to be rejected.

2. **PRICES:-**

The prices of the material shall be **FIRM** and are on FOR destination basis at SSB Complex at Naya Raipur. **Any downward revision in taxes and duties will however be passed on to the NRDA. No Price Variation shall be allowed. However, other new taxes if any, levied by Govt. of C.G. / Govt. of India during contractual delivery period, shall be paid extra against documentary evidences.**

3. The **Schedule for Price and Quantity** to be filled by the bidder is attached herewith. The bidders are requested to fill in this schedule, strictly as per the instructions contained at the end of the schedule, as in no other format, the offers shall be acceptable.

4. **VALIDITY OF BIDS:-**

Offers should be kept open for acceptance for at least **150 days** from the date of opening. Those who do not agree for a validity of **150 days** will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, tenderers are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

5. **DELIVERY PERIOD:-**

The commencement shall start within one month from the date of order and shall then be completed in 2 months. The delivery indicated in commercial Information should be adhered to.

6. **PAYMENT TERMS:-**

- (i) The terms of Payment Clause no.11 mentioned in Sub Section 6 General Terms & Conditions of purchase may please be read as hereunder:-

Subject to completion of all contractual formalities, 80% payment corresponding to the consignment would be made generally within 30 days from the date of receipt of material at site in good condition against MATERIAL RECEIPT CERTIFICATE (M.R.C.) issued by the consignee and balance 20% payment corresponding to the consignment would be made generally within 30 days from the date of commissioning of material at site. The NRDA shall not be liable for payment of any interest in case of delay.

- (ii) The NRDA may make above payment directly in the Account of suppliers. To make payment directly through Bank, the bidders are requested to furnish following information in respect of their Bank Account:-

- (a) Name of Bank and Branch address.
- (b) Their Bank Account Number.
- (c) IFS code of the Branch for RTGS transfer and one cancelled cheque.

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- (iii) Charges required by Bank in this regard will be debited to suppliers'/contractors' Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.
- (iv) Other provisions of terms of Payment Clause no.11 shall remain unchanged.

7. **CONFLICTING INTEREST:-**

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. NRDA considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be consider to be in a conflict of interest with one or more parties if including but not limited to:-

- i) have controlling share holders as his/her family members viz spouse, son, daughter, father, mother or brother etc. in common or
- ii) have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.

8. **Deleted**

9. **FINANCIAL CRITERIA:-**

The NRDA will take account of the following financial criteria to verify the qualifications of the lowest evaluated bidder. These criteria shall be evaluated on a **Pass – Fail** basis only:-

- i. at least 5years of Experience in Manufacturing of Lighting Fixtures. (Incorporation certificate duly signed by CA should be enclosed)
- ii. Average Annual Gross Turnover of ₹ 20 Crore in Last Three Complete Financial Years (Audited Balance Sheet duly signed by CA Should be Enclosed).
- iii. Certificate of Profit Making Firm and should not have made loss in the last Two Financial Year. (Audited Balance Sheet duly signed by CA Should be Enclosed).
- iv. Certified copy of Valid Factory Act registration, EPF/ESIC registration, Excise registration.

10. **Deleted**

11. **Deleted**

12. The Security Deposit shall have to be kept valid till expiry of guarantee period and also till full settlement of recoverable liability, if any.

13. Tenders, in duplicate, must reach the office of the Chief Executive Officer, Naya Raipur Development Authority, Raipur, on the date and time as stipulated in the Notice Inviting Tenders. Tenders received after the due date & time will not be considered for opening.

14. **Deleted**

15. **TEST CERTIFICATES:**

The tenderers are requested to submit type test certificates of all the fixtures proposed in tender specification. Please also refer clause-20 of General Terms & Conditions of Section I regarding test certificates.

16. **Deleted**

17. The arbitration proceeding if any shall be held at the head quarter of NRDA at Raipur.

18. All the bidders are advised to quote their own individual price. It may please be noted that if the same price is quoted by more than one bidder, suggestive of a cartel then such offers may not be considered by the NRDA. It may also please be noted that the

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competitive price quoted by each tenderer may be one of the main criteria for quantity to be ordered on each successful bidders.

19. The NRDA reserves the right to accept/reject wholly and partly any tender without assigning any reason, whatsoever. No correspondence in this regarding shall be entertained by the NRDA.

20. All queries relevant to the tender document shall be addressed to:-

**BY POST:-**

CHIEF EXECUTIVE OFFICER,  
Naya Raipur Development Authority,  
**Near Mantralaya Mahanadi Dwar**  
**Raipur 492 001, Chhattisgarh**

**By Fax :-**

**Fax No:- 0771-4066188**

- 21 **PAST EXPERIENCE:-**

Deleted

22. **UNSATISFACTORY PERFORMANCE –**

Even on fulfillment of all the criteria it may please be noted that:-

- (i) Offers of those bidders who have been debarred / black listed for future business with our NRDA/ Departments of CG Govt, may be summarily rejected.
- (ii) In case of those bidders whose past performance has not been satisfactory against previous tenders of NRDA, they may not be considered for order. Following shall attribute to poor performance of a bidder:-
- Non-execution of previous order(s)/inordinate delay in supply of material.
  - Failures of material in testing & non-replacement of the same by the supplier.
  - Failures of material as reported by officers.

- 23 In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them: -

- a. The “site” shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which may be allotted or used for the purpose of carrying out the contract Locations of sites are tentative, likely to change/modify and will be finalised at the time of issue of work order. **The decision of CEO, NRDA will be final and binding in this regard.**
- b. The “CEO, NRDA”, means Chief Executive Officer, Naya Raipur Development Authority, Raipur and his successors in Office and who shall sign the contract on behalf of the NRDA.
- c. The “Engineer-in-Charge” means the Executive Engineer or Officer appointed by CEO, NRDA as the case may be who shall supervise and be in charge of the work.
- d. “NRDA” shall mean the Naya Raipur Development Authority, Raipur.
- e. The term “Chief Engineer” means the Chief Engineer, NRDA.
- f. The term “Superintending Engineer” means the Superintending Engineer of the NRDA.
- g. The term “Executive Engineer”/“Engineer-in-Charge” means the Executive Engineer NRDA.
- h. The "Supplier" means Original Equipment Manufacturer/Channel Partner.
- i. The "Purchaser " means Naya Raipur Development Authority, Raipur.

**Note: - “Word” importing the singular number includes plural number and vice-versa.**

Signature of Contractor.....

Signature of NRDA.....

## SECTION – I

### 5. GENERAL INSTRUCTIONS TO BIDDERS

#### **GENERAL**

Chief Executive Officer on behalf of "Naya Raipur Development Authority" herein-after referred to as "NRDA", will receive sealed tenders/bids for supply of materials/equipments in accordance with the attached specifications for supply to State Secretariat Building Complex, Naya Raipur in Chhattisgarh.

#### **2. BASIC QUALIFICATION OF BIDDERS**

This bid is open for Manufacturers only who provide satisfactory evidence:-

- (a) That they are qualified Manufacturer who regularly manufacture the materials/equipments of the type specified and have adequate technical knowledge and practical experience.
- (b) That, they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments
- (c) That, they have adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified.

#### **3. EARNEST MONEY**

The bidder shall deposit the Earnest Money amount of ₹ 5.00 lacs along with Tender Document.

- (i) The Earnest Money can be deposited in one of the following forms only:
  - a) By Bank Draft in favour of Chief Executive Officer, NRDA, Raipur.
- (ii) In case, the bidder withdraws his offer during the validity period or after placement of order, the EMD amount shall be forfeited.
- (iii) **RETURN OF EARNEST MONEY TO BIDDERS**
  - a) EMD shall be returned to the un-successful bidders, as soon as possible, after the tender is decided. No interest shall be paid on EMD amounts.
  - b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit. No, interest shall be paid on EMD amount.

#### **4. TAXES AND DUTIES**

- a) All taxes and duties should be included in the prices quoted. Any kind of taxes and duties shall not be paid extra.

#### **5. AMENDMENT IN SPECIFICATIONS**

The NRDA may revise or amend the specification and drawing, prior to the date notified for opening of Price Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender.

#### **6. BIDS RECEIVED BY MESSENGER**

When tenders are delivered by special messenger, the same should be dropped in the Tender Box, kept in the office of Chief Executive Officer, Near Mahanadi Dwar, Mantralaya, Raipur,492001, on all working days during working hours indicated in tender notice.

#### **7. BIDS IN OPEN FORM**

Open bids through Telegram/Fax will not be considered under any circumstances.

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Signature of NRDA.....

**8. DELAYED/ LATE BIDS**

The NRDA shall not assume any responsibility for any postal delays either for the late receipt of documents by bidder or late receipt of bids by the NRDA. No Extension in time shall be granted on such grounds.

**9. ALTERNATIVE BIDS**

Bid should be submitted as per intent of tender documents; any alternative offers are liable for rejection.

**10. CORRECTION OF ERRORS IN PRICE TENDER:-**

During price Tender evaluation, the Purchaser will correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between words and figures, following procedure shall be followed:
  - (i) the unit price which correspond to the total price for the item worked out by the Tenderer shall be followed;
  - (ii) If the total price of an item is not worked out by the Tenderer or it does not correspond with the rates written either in words or figures then the rate quoted by the Tenderer in words shall be taken as correct.
- (b) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (d) The unit wise amounts will be rounded to the nearest rupee.
- (e) If the Tenderer does not accept the correction of errors, its Tender shall be disqualified and its Earnest Money Deposit will be forfeited.

**11. LUMPSUM BASED BIDS:-**

In case prices for some **items** or all items are given as a sump sum, instead of unit prices as required in the tender specifications, NRDA can summarily rejected such incomplete tender.

**12. PRINTED TERMS AND CONDITIONS IN BIDS**

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

**13. ALTERATIONS/CORRECTIONS IN BIDS**

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

**14. INCOMPLETE BIDS**

Tender which is incomplete or obscure is liable for rejection.

**15. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF**

NRDA reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The NRDA in this regard shall not entertain any correspondence.

**16. AMBIGUITIES IN CONDITIONS OF BIDS**

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the NRDA shall be taken without any reference to the tender.

Signature of Contractor.....

Signature of NRDA.....

**17. DISQUALIFICATION OF BIDS**

A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.

**18. LANGUAGE OF BIDS**

All tenders should be made in English only.

**19. INCOME TAX/SALES TAX CLEARANCE CERTIFICATE**

During the processing of tender if asked for, the bidders shall be required to furnish Income/Sales Tax clearance certificates from competent authority.

**20. FILLING OF QUESTIONNAIRE/SCHEDULES**

All the Questionnaire / Schedules along with specification are enclosed for technical/commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.

**21. DEVIATIONS FROM TERMS & CONDITIONS**

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected out rightly.

**22. PAST EXPERIENCE**

Supplier having past experience in manufacture and supply of materials should furnish the list of supplies made during the last three years for the materials supplied by them, as per enclosed proforma 6 of Section III failing which the tender may not get any preference for his past experience.

**23. SUBMISSION OF BIDS**

(i) The tender shall be submitted in three (3) parts:-

Part I	ENVELOPE-1	EMD & Cost of tender document in the prescribed format
Part II	ENVELOPE-2	Commercial and Technical bid consisting of the documents/certificate in proof of prequalification criteria
Part III	ENVELOPE-3	"PRICE BID", in the Price Schedule. The bidder shall ensure that the prices/rates are filled in accordance with the proforma for "Price and Quantity." Schedule-I.

(ii) Tender being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

(iii) Tender submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Tender on behalf of the Company.

(iv) **All the three parts shall be submitted in three separate sealed envelopes and these envelopes shall be properly superscribed as Part-I "Earnest Money Deposit", Part-II "Commercial Bid and Technical Bid" and Part-III "Price Bid".** Each envelope shall also be superscribed with name of item and NIT No. for which the tender is submitted, the name

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of the said bidder and the date of opening, as advertised. **The tender i.e. the three parts shall be submitted each in duplicate.**

- (v) **The above three envelopes duly sealed are to be kept again in one envelope called main envelope and sealed.** This envelope should be properly superscribed stating that this envelope contains three separate envelopes for Part-I "EARNEST MONEY DEPOSIT & TENDER DOCUMENT COST ", Part-II "COMMERCIAL AND TECHNICAL BID" and Part-III "PRICE BID", in addition to tender specification No., Name of Item & bidder. Details of Earnest Money Deposit and Due date of opening should be superscribed on this common envelope also.

**24. DATE AND TIME OF OPENING OF BIDS - CHANGES**

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

**25. OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID**

The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The requirement for EMD shall be verified and thereafter, the second part, i.e. the Commercial & Technical Bid, shall be opened on the same date in respect of eligible bidders.

**26. OPENING OF PRICE BID**

- (a) After opening of first two parts (i.e. Part-I and Part-II), the deviations from the NRDA terms & conditions, if any, proposed by the bidder in regard to Commercial and technical Bid, as per prescribed schedules, given along with the tender documents, shall be notified and clarifications, if required by NRDA, shall be submitted by the bidders, either at the time of scrutiny of tender or within the time prescribed.
- (b) As a result of discussions and clarifications obtained in writing on Commercial & technical matter, the bidder shall be free to indicate the effect of such changes on their prices and submit a sealed "Supplementary Price Bid", within the specified time to take care of any deviations/alterations on account of changes in Commercial & Technical matters.
- (c) The bidder shall not be allowed to change their original price bids. In case deviations and clarification on Commercial and Technical matters are not submitted by the bidder within the time prescribed by the NRDA then the NRDA reserves the right to refuse to open the original price bids Part-III. Thus, the bidder should ensure that their tender is strictly in conformity with the specifications.
- (d) It is, therefore, necessary for the bidder, in his own interest to submit a "Supplementary Price Bid" in the sealed cover stating that in spite of clarifications, he does not want to revise his original Bid. This will avoid confusions/ misinterpretations. Otherwise, failing which, NRDA's decision, shall stand as binding.
- (e) The date of opening of "Part-III i.e. PRICE BIDS" shall be notified to the bidders, whose bids are found to be commercially & technically acceptable after mock ups evaluation.
- (f) The decision of the NRDA in this respect shall be final and acceptable to the bidder.

**27. CANVASSING OF BIDS**

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other

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interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the NRDA's personnel or Representative, on matters relating to tender under process.

**28. VALIDITY OF BIDS**

The offers shall be **valid for 150 days**. Validity of the offer shall be counted from the date of opening of bids. Those who do not agree for a validity of 150 days will do so at their own risk and their offers are liable to be rejected.

**29. AUTHORISATION/LOCAL REPRESENTATIVE**

Only authorized representative, possessing necessary authority letter from the bidder who have participated in the tender shall be allowed to attend the tender opening.

**30. ACCEPTANCE OF TENDER**

- i) The NRDA may reject any or all tenders or to accept any tender considering advantageous to NRDA whether it is the lowest offer or not.
  
- ii) The NRDA may split the quantities against the tender on more than one bidder for the same item. The NRDA shall assign no reasons for this and the same will be binding on the bidders.

**31. CHANGE OF QUANTITY**

The quantity indicated in the Schedule-I is tentative and purchaser reserves the right to vary the quantities of any or all items as specified in the technical specification/schedules as may be necessary to the extent of  $\pm 25\%$  of individual item. The bidder shall have to supply the additional quantity if required by NRDA. Similarly, if there is reduction in the quantity, the bidder will not have any claim, whatsoever, due to change in quantity. NRDA's decision in the matter shall be final & binding. No correspondence shall be entered into, neither discussed regarding quantity variation, nor any reason will be assigned thereof.

**32. POOL RATES**

The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the NRDA. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidders.

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## SECTION – I

### 6. GENERAL TERMS AND CONDITIONS OF PURCHASE

#### 1. PRICES AND STATUTORY LEVIES

- (i) The prices shall be FIRM & on FOR destination basis, prices. & should be inclusive of all taxes and duties. The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, indicating all elements clearly. In absence of this, the offer shall be liable for rejection. No revision on any account shall be allowed during execution of the order.

#### 2. TRANSIT RISK

- (a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. The NRDA shall, in any case, not bear the transit risks/ transit insurance charges.
- (b) The supplier should ensure the unpacking and examination for any damage /defect/discrepancy/shortage and transporting and delivering the lighting fixtures at site without any damage. Such damages/shortages/losses shall be repaired/ replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for his settlement from carrier or Insurance NRDA etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material/ expenses of repairs either from the supplier's balance bills or from the security deposit as deemed fit.
- (c) While the necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/ losses/ damages, without any extra cost and without waiting for the settlement of the claim.
- (d) **Replacement of goods lost/ broken or damaged including loss due to fire:-**  
Notwithstanding anything here-in contained, the Manufacturer shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to/ received by the NRDA at its stores or other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the suppliers/ carrier with all necessary documents for settlements of the same with the carriers at supplier's end.

#### 3. PACKING AND FORWARDING

- (a) The supplier shall be responsible for the Stores being sufficiently and properly packed at his expense for transport by rail, road or sea, so as to ensure them being free from loss/damage due to handling and transport to the destination.
- (b) Each package shall be prominently and distinctly marked on at least two faces, indicating the full address of the consignee, destination station, name of material, purchaser's order number, weight and volume of the package etc.
- (c) Each package shall contain in a water proof cover, detailed description indicating the order reference and date and list of the contents. Each item contained in the package or box shall be described sufficiently to enable easy identification. The quantity, weight etc. shall also be given.
- (d) The packing shall conform to the specification, rules and regulations prescribed by the underwriters, railways, Transport Agencies. In case of any loss/damage to the consignment due to non-standard packing, the same shall be made good free of all charges to Purchaser

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by the supplier. All provisions of this clause shall apply whether the disrupting cause is total or partial in its effects upon the ability of supplier to perform.

**4. MODE OF DISPATCH**

The bidder should clearly indicate mode of dispatch for the material. In case of dispatch through rail, the material is to be booked for respective destination railway station. In case of dispatch through road transport, the material should be dispatched through bank approved road transporter on door delivery basis only.

**5. SUBMISSION OF DRAWING AND LITERATURE**

All the relevant drawings shall be submitted immediately after placement of order for approval. One set of drawing, Descriptive Literature and instructions Manual for Erection, Commissioning and maintenance of the equipments ordered, shall be supplied.

**6. INSPECTION AND TEST CERTIFICATE**

- i) Each lot of offered material shall be inspected by the NRDA's inspecting officer before despatch. The supplier shall extend all reasonable and necessary testing help to the inspecting officer of the NRDA to carry out testing of material at his works along with traveling, Boarding and Lodging charges for two person equivalent to that eligibility of Class I officer of the Govt. of Chhattisgarh.
- ii) An intimation about the date, by which material shall be ready for inspection, indicating quantity, be given to. Order Placing Authority, by the supplier, so as to reach him sufficiently in advance, failing which, the suppliers shall be responsible for delay in delivery on account of inspection. On receipt of such intimation, the material shall be inspected normally within 15 days.
- iii) The supplier shall not despatch the material unless specific despatch instructions are issued by the NRDA or any other authorized officer of the NRDA.
- iv) In case the inspector deputed for inspection does not find the offered lot ready, the NRDA reserves the right to recover from the supplier, such charges as may have been incurred towards arranging such inspection. These charges have been mentioned in clause 8 below.

**7. RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING**

- i) The NRDA, at its option, will inspect the material on order during its process of manufacturing including the inspection of raw material and will request the supplier to carry out such tests as may be necessary to ensure proper quality check. Samples of components of the material shall be subjected to quality check by the inspecting officer during manufacturing. In the event of stage inspection, if any discrepancy is noticed, the supplier shall be given immediate notice to suspend further manufacturing until corrective measures are taken and the process cleared.

**ii) FACTORY INSPECTION :-**

The factory inspection of the bidders, who have not executed any order of NRDA, may be carried out before placing detailed order or during pendency of the order, the factory inspection may be conducted by NRDA's authorized officers as and when felt necessary for ensuring production of quality material.

- iii) The supplier shall extend all reasonable and necessary assistance to the inspecting officer of the NRDA to carry-out testing of equipment/ material at his works.

**8. FAKE INSPECTION CALL**

All such firms, who after giving inspection call, do not offer materials to Inspecting Officer for inspection due to one or the other reasons, shall be required to remit a sum of Rs. 5,000/- per officer.

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**9. DELIVERY**

- (i) Normally, supply shall be commenced within one month from the date of receipt of order and to be completed in two months. Wherever the quantity is small, the delivery may be changed accordingly.
- (ii) The material should be delivered to the consignees within 15 days from the date of issuance of despatch instructions/clearance. Any delay in delivery beyond this period shall attract penalty even though offer for pre-delivery inspection is made timely within the terminal date of delivery.
- (iii) **Deferment of deliveries**  
NRDA reserves the right to defer or reschedule the delivery. In case of Variable prices, the Price Variation and any other statutory levies will be payable as applicable, however, in case of FIRM prices, no variation in price and any other statutory levies will be payable.

**10. FORCE MAJEURE**

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- (d) Strikes slow down, lockouts continuing for more than three (3) weeks.
- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

**NOTE:-** The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The NRDA shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the NRDA shall be binding on the firm.

**11. TERMS OF PAYMENT**

Subject to completion of all contractual formalities, 80% payment corresponding to the consignment would be made generally within 30 days from the date of receipt of material at site in good condition against MATERIAL RECEIPT CERTIFICATE (M.R.C.) issued by the consignee and balance 20% payment corresponding to the consignment would be made generally within 30 days from the date of commissioning of material at site. The NRDA shall not be liable for payment of any interest on delayed payment.

The supplier shall forward the original RR/MTR and Excise gate pass directly to consignee along with copies of following documents :-

- i) A copy of bill
- ii) Delivery Challan
- iii) Original copy of excise duty gate pass (wherever applicable) along with a photocopy
- iv) The inspection and/ or T.C. approval
- v) Detailed packing list, if required.

11.1 The original bills should be forwarded to the paying authority and should be marked "**ORIGINAL**". The bill should indicate Sales Tax Registration Number and date allotted to him under Sales Tax Act.

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- 11.2 The following documents will have to be forwarded to the paying authority along with bills in triplicate :-
- i) Bill/ Invoice.
  - ii) Xerox copy of despatch documents i.e. RR/ MTR etc.
  - iii) Dispatch clearance/instructions.
  - iv) Photo-copy of Excise Duty gate pass (wherever applicable).
- 11.3 For payment, the invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to the Chief Executive Officer, NRDA, Raipur.
- 11.6 The NRDA will make above payment directly in the Account of suppliers. To make payment directly through Bank, the bidders are requested to furnish following information in respect of their Bank Account:-
- (a) Name of Bank and Branch address.
  - (b) Their Bank Account Number.
  - (c) IFS code of the Branch for RTGS transfer and cancelled blank cheque.
- 11.7 Charges required by Bank in this regard will be debited to suppliers'/contractors' Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

**12. PENALTY**

The time for and the date of delivery of the material stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution or non-execution of the order, the NRDA at its option shall either recover from the supplier/ contractor as agreed towards liquidated damages a sum of ½ % (Half Percent) of the price not delivered per week or part there of subject to a maximum of 10%.

For this purpose, the date of offer of material in the office of Order Placing Authority shall be considered as the date of delivery, subject to the condition that offer has been made 15 days in advance of terminal date of scheduled delivery and material is delivered at site within 15 days of clearance. For early inspections, offer may be sent telegraphically or by fax. NRDA will not be responsible for delays for ordinary/ registered post inspection offers. Please note, in case material is not received within 15 days from the date of issuance of despatch instructions, even though the delivery period exists, penalty shall be reckoned from the original delivery period and the period of 15 days allowed for dispatch shall not be permitted and shall be taken into account for calculation of penalty.

**13. PERFORMANCE GUARANTEE**

- 13.1 If during the course of 24 months from the date of commissioning of luminaries & drivers and 12 months from the date of commissioning for lamps, any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the supplier, free of all charges. All necessary arrangements on these accounts will be made by the supplier.
- 13.2 The said material if required to be replaced, shall be collected by the supplier/ firm from work site at their own cost and at their own responsibility. These materials will like-wise be returned duly repaired/ replaced and tested subsequently by the supplier to the destination indicated on "FREIGHT PAID BASIS" at their cost in a reasonable time of 30 days from the date of intimation. The guarantee period as stipulated in clause 13.1 above shall also be applicable for repaired/replaced material, which shall however be counted afresh from the date of its delivery in our site.
- 13.3 Further, it is clarified that all the charges towards carrying out repairs including packing, forwarding, loading, unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.

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- 13.4 All equipment/ line materials reported failed within the specified guarantee period may be replaced free of cost by the supplier/ Manufacturer concerned.
- 13.5 Actual cost of dismantling and replacement of these equipments/ materials with the new ones may be charged to the supplier's account.
- 13.6 To and fro transportation cost of such failed equipment may also be borne by the supplier/ contractor.
- 13.7 In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them, which may interalia include :-
  - (a) Blacklisting of the firm for future business with the NRDA for a certain period.
  - (b) Getting the item replaced at the risk and cost of manufacturer to adjusting the amount from balance of dues. The manufacturer will have no say in this and it be the sole discretion of CEO, NRDA.

**14. SECURITY DEPOSIT**

- 14.1 On acceptance of offer, the supplier will have to deposit an amount of 10% of the total value of the order in the form of Bank Guarantee as Security Deposit.
- 14.2 Deleted
- 14.3 Bank Guarantee in lieu of cash deposit on any nationalized/ scheduled bank strictly as per NRDA proforma (to be supplied along with the order) valid for to cover the guarantee period.
- 14.4 The Security Deposit shall have to be deposited within 30 days of issue of order.
- 14.5 The NRDA shall forfeit the security deposit in the event of non-execution/ part execution of the orders/poor performance of supplier/contractor besides invoking the Penalty Clauses.
- 14.6 The Security deposit shall be returned to the successful bidder only after due and faithful performance of the order as per terms and conditions of the order and on expiry of guarantee period provided there are no claims outstanding to be recovered against the bidders/ suppliers.
- 14.7 No interest shall be paid by the NRDA on security deposit furnished by the suppliers.

**15. COMPLETENESS OF EQUIPMENTS**

The equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tender's offer. The supplier shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

**16. EXTENSION ORDER**

- 16.1 The NRDA reserves right to place an extension order for any additional quantity to the extent of 100% quantity of the original order on the same rates, terms and conditions within six months from the date of order.

**17. DESIGN AND INTER-CHANGEABILITY**

All similar material and removable parts of similar equipments shall be uniform and interchangeable with each other.

**18. TESTING FACILITY & TESTS TO BE CONDUCTED**

The bidder must give their production capacity, all about testing lab. and line testing facilities available with them in details for the tendered material. The bidder should also give the details of

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Tests proposed to be conducted in their labs in the event of order, with details of Indian Standard Specifications/codes.

**19. MATERIAL TEST CERTIFICATE**

Each item of the lot should be tested by the supplier and routine test certificate in duplicate giving the result of all tests prescribed in the relevant ISS (as mentioned in the Technical Specification Schedule) for ordered items shall be submitted to the office of the Order placing Authority for approval along with the letter/ offer for inspection of the material. Please note that each lot will be inspected at your works, which includes witnessing of all tests prescribed in ISS.

**20. TYPE TEST CERTIFICATES**

Wherever applicable or called for photocopies of type test certificates attested by "Competent Testing Authority" should be submitted.

**21. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS**

All amount recoverable from the successful bidders against earlier contracts including orders on sister concern with the NRDA will be adjusted from payment due against the contract that may be awarded under this specification.

**22. ROYALTIES AND PATENTS**

All royalties for patents or any charges for usage or infringement thereof that may be involved in the supply shall be included in the offered price and the supplier shall protect Purchaser against any claim thereof. Supplier is fully responsible for such contractual dealing and purchaser shall not be called upon to bear any such charges.

**23. COMPLIANCE OF REGULATIONS**

The supplier shall warranty that all Goods covered under procurement, shall have been produced, sold, despatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements, as applicable from time to time.

The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchaser shall not be responsible in any manner whatsoever.

**24. CANCELLATION OF ORDER**

**24.1** The NRDA may upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- a) If in the opinion of the NRDA, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the NRDA.
- b) If in the opinion of the NRDA, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- c) If as a result of stage inspection, it is revealed that material and/ or, workmanship is substandard which is likely to affect the performance of the finished product, a notice would be served by the NRDA to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

**24.2** In the event of such termination, the NRDA shall exercise its discretionary power as :-

- a) To recover from the supplier the agreed liquidated damages as approved in the Clause No.12 above.

**OR**

- b) To purchase from elsewhere after giving due notice to the supplier on account and at the risk of the contractor such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.

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**OR**

c) To cancel the contract reserving NRDA's right to recover damages.

- 24.3 In pursuance to clause no. 24.1 & 24.2 above, NRDA shall exercise its discretionary power to black-list/debar the supplier/contractor for further business with NRDA for a declared period on breach of the contract.
- 24.4 Notwithstanding that the powers under clause (24.2a, b & c) referred to above, are in addition to the rights and remedy available to the NRDA under the general law of India relating to Contract.
- 24.5 In the event of risk purchase of stores of similar description, the opinion of the NRDA shall be final. In the event of action taken under clause 24.2(a) or (b) above, the supplier shall be liable to pay for any loss, which the NRDA may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.
- 24.6 The decision of the NRDA shall be final regarding the acceptability of the stores supplied by supplier and the NRDA shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/ material.
- 24.7 In the event, NRDA does not terminate the order as provided in clause 24.1 & 24.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the NRDA for liquidated damages for the delay as per clause 12 until supplies are accepted.

**25. Deleted**

**26. ARBITRATION**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

- (i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the NRDA or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the NRDA be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.
- (ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the Coordination Committee for adjudication along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge. The "Co-ordination Committee" shall consist of-
- (1) Chief Executive Officer of NRDA- Chairman
  - (2) Chief Engineer of NRDA- Member
  - (3) GM/Manager (Finance) of NRDA-Member

The Co-ordination committee will give its decision within 30 (Thirty) days or such mutually agreed period through CE of NRDA.

If any party(es) is/ are aggrieved against the decision of Co-ordination committee not satisfied, He can file the petition for resolving the dispute through arbitration within a period of 30 days of decision thereof shall give a notice, in writing to the Chairman NRDA, for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

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(iii) Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes arising out of the notified claims of the contractor as aforesaid and all claims of the NRDA shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chairman, NRDA. It will also be no objection to any such appointment that the Arbitrator so appointed is an NRDA/Govt. employee and that he had to deal with the matters to which the Contract relates in the course of his duties as NRDA/Govt. Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chairman, NRDA. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chairman, NRDA as aforesaid should act as arbitrator.

The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

**27. JURISDICTION**

Any dispute or difference, arising under, out of, or in connection with this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Raipur only.

**28. RANDOM TESTING-**

**28.1** Inspection of material before dispatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the specification. The NRDA shall have option to test the samples selected at random from the supplies affected and subject it to routine/ type / acceptance test as per relevant ISS and Technical specifications.

**28.2** In case, the samples fail to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the supplier will have to refund the amount paid, including all taxes and duties, as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the supplier and replaced in full at his own cost. Company will not be responsible for levy of taxes on such rejected material and deduction shall be in totality.

**28.3** In case of random checking of the supplies, if any deviation is noticed, a notice shall be given to the supplier, who shall arrange to depute his representative within 15 days for joint inspection. If during joint inspection any deviation is observed and material supplied is found not conforming to standards laid down in the relevant ISS, the Company reserves the right to impose any appropriate penalty for full quantity of material supplied against the order. The decision of the Company in this respect shall be final and binding on the supplier.

**29. Deleted.**

Signature of Contractor.....

Signature of NRDA.....

**30. SUBMISSION OF DESPATCH DETAILS**

On completion of supplies, a statement showing details of offer and supplies made shall be furnished to this office promptly i.e. in first week of following month in following proforma:-

Page 1

S.No.	Particulars	Qty. offered	Date of offer	Date of D.I.	Qty. for which D.I. is given

Page 2

Bill No. & Date	Qty. Supplied	Liability intimated by consignee	Details of remittance of liability	Addl. information, if any	Remarks

Similar information for supplies made during each month shall be submitted by the first week of subsequent month.

**31. CORRESPONDANCE:-**

Copies of all important correspondence on subject should be sent to Chief Executive Officer, NRDA.

**32. CLIMATIC CONDITIONS**

The climatic conditions where equipment is intended for installation could be taken as under:-

(i)	Maximum temperature of air in shed	45°C
(ii)	Minimum temperature of air in shed	4°C
(iii)	Maximum relative humidity	95 % (The humidity some time approaches saturation point)
(iv)	Minimum relative humidity	10 %
(v)	Average number of dust-storm days per annum	40 days
(vi)	Average number of rainy days per annum	90 days
(vii)	Number of months of tropical monsoon conditions per annum	3 months
(viii)	Average annual rainfall	1250 mm
(ix)	Maximum wind pressure	150 Kg / Sq. mm
(x)	Altitude not exceeding	1000 metres
(The limit of ambient temperature shall be 45°C peak and 35°C average over a period of 24 hours)		

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Signature of Contractor.....

Signature of NRDA.....

**SECTION – II**

**1. TECHNICAL SPECIFICATIONS OF LIGHT FIXTURES AND LAMPS**

**1. SCOPE:-**

- a) Supply of various light fixtures as described in the schedule of light fixtures and as per design drawings including all fixings, accessories, heat resistant flexible cables for final connections and terminations.
- b) Full technical details, representative samples and lux calculation shall be furnished indicating the construction details and standards applicable.
- c) The manufacturer should ensure the unpacking and examination for any damage /defect/discrepancy/shortage and transporting and delivering the lighting fixtures at site without any damage.
- d) The manufacturer is responsible for necessary action if the material supplied is having any defect/damage/discrepancy/shortage.
- e) The manufacturer should provide necessary manufacturer’s instructions in conformity with the relevant codes, rules and regulations.
- f) The manufacturer should ensure that he provides all the documentation including general arrangement drawing wiring diagrams and manufacturer’s instruction for installation and operation of the lighting fixtures.
- g) The manufacturer of the fixtures will have to provide/depute their engineer’s assistance to the agency allotted the work of installation. Manufacturer shall also provide their Engineer’s assistance in pre commissioning checks and tests and commissioning of the lighting fixtures.
- h) The manufacturer should provide their validity of the offer, Guarantee, taxes and duties, freight, loading/unloading and insurance charge. Their terms and conditions regarding delivery of lighting fixtures shall be enclosed.

**2. STANDARD:-**

Except where they conflict with specific requirement in the specification, the light fixtures and lamps shall comply with the following Indian Standard Specification and its amendment from time to time.

1.	IS 1777 : 1978	Industrial luminaire with metal reflectors
2.	IS 1913 (pt-1) : 1978	General & Safety requirements for luminaries : Part 1, Tubular fluorescent lamps
3.	IS 1944 (pt-6) 1981	Code of practice for lighting of public thoroughfare : Part 6, Lighting for towns & city centres & areas of civic importance (group E)
4.	IS 2206 (pt-1) : 1984	Flameproof electric lighting fittings : Part 1, Well glass and bulkhead types
5.	IS 2206(pt-2) : 1976	Flameproof electric lightings : Part 2, Fitting using glass tubes
6.	IS 2206(pt-4) : 1987	Flame proof electric lighting fittings : Part 4, Portable flame proof hard lamps
7.	IS 2672 : 1976	Code of practice for linear lighting
8.	IS 3287 : 1965	Industrial lighting fitting with plastic reflectors
9.	IS 3528 : 1966	Waterproof electric lighting fittings
10.	IS 3528 : 1966	Watertight electric lighting fittings
11.	IS 3646 (pt-1)	Code of practice for interior illumination : Part 1, Principal for good lighting & aspects of design
12.	IS 3646 (pt-2) : 1966	Code of practice for interior illumination : Part 2. Schedule of illumination & glare index
13.	IS 3646 (pt-3) : 1968	Code of practice for interior illumination of coefficient of utilization & glare index
14.	IS 4012 : 1967	Dust proof electric lighting fittings

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15.	IS 4013 : 1967	Dust tight electric lighting fittings
16.	IS 4347 : 1967	Code of practice for hospital lighting
17.	IS 5077 : 1969	Decorative lighting outfits
18.	IS 6665 : 1972	Code of practice for industrial lighting
19.	IS 7569 : 1987	Cast acrylic sheets for use in luminaires.
20.	IS 9583 : 1981	Emergency lighting units
21.	IS 10322 (pt-1) : 1982	Luminaires Part 1, General requirements
22.	IS 10322 (pt-2) : 1982	Luminaires Part 2, Constructional requirements
23.	IS 10322 (pt-3) : 1984	Luminaires Part 3, Screw & screwless terminations
24.	IS 10322 (pt-4) : 1984	Luminaires Part 4, Method of tests
25.	IS 10322 (pt-5 / sec 1) : 1987	Luminaires Part 5, particular requirements, section 1, General purpose Luminaires
26.	IS 10322 (pt-5 / sec 2) : 1987	Luminaires Part 5, particular requirements, section 2, recessed luminaires.
27.	IS 10322 (pt-5 / sec 4) : 1987	Luminaires Part 5, particular requirements, section 4, Portable general purpose luminaires
28.	IS 10322 (pt-5 /sec-5) : 1987	Luminaires Part 5, particular requirements, section 5, flood lights.

The luminaries & Lamps conforming to any other internationally accepted standard which ensures equal or better quality than the above standard would also be acceptable. Where the material is offered according to the international standards, an English version of the specifications shall be attached with tender.

**3. GENERAL REQUIREMENTS:-**

The design, material and performance shall conform, except where otherwise specified, to the latest issues and amendments of the following codes and standards:

- a. CIBSE Lighting Guides
- b. Indian Standards
- c. All the tubular fluorescent lamps shall be triphospheric type.
- d. All fluorescent lamps shall have a colour temperature of 6500K and minimum colour rendering index of 80 for the fluorescent tubes and 70 for the compact fluorescent lamps.
- e. All ballast for fluorescent tubes and compact fluorescent lamps shall be electronic type. Not more than two lamps shall be connected to one ballast.
- f. Lighting fixture dimensions and fixing arrangements shall suit the locations where they are to be installed.
- g. Lighting fixtures shall be resistant to corrosion and suitable for installation in the required ambient conditions.
- h. The types of lighting fixtures to be provided for each area / location and their specifications shall be as given in schedule below and as shown on design drawings.

**4. CONTROL GEARS**

- a. Electronic ballast shall be high frequency with THD<10%, PF-.99 and EMI and RFI as per international specification.
- b. Electromagnetic ballast shall be wound with enamelled copper wire on low loss Silicon Steel (ferromagnetic) Lamination. Hum free operation and better heat dissipation shall be maintained throughout its long life.
- c. The coil shall be insulated with F class insulation to withstand temperature rise due to ohmic resistance and magnetic losses up to 150°C to have long life on continuous operation.
- d. Maximum permissible temperature and coil temperature rise and insulation class shall be marked on the ballast.
- e. Power supplier for LED shall have safety assurance of CE, UL and RoHS with no UV or IR radiation.

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5. **Specific Specifications of Luminaries:-**

<b>"Type – 1" : Slab cut out mounted top openable type 2 x 36 W CFL fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	Recessed light.
2	Lamp type	2 x 36 w CFL.
3	Material	Housing made of CRCA 1.2 mm thick steel sheet
4	Diffuser	Translucent acrylic diffuser.
5	Fixture finish	White
6	Outer Length	595 x 595 mm
6	Inner Length	565 x 565 mm
7	Protection standard	IP 20
8	Ballast	Electronic Ballast with THD < 10% HF suitable for 2 x 36 w
<b>"Type – 2" : Surface mounted 1 x 13 W CFL fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	Surface mounted downlight
2	Lamp type	CFL 1 x 13w 4 pin lamp
3	Material/fixture finish	Epoxy white powder coated spun aluminium housing with separate anodized reflector.
4	Reflector	Electronmechanically brightened polished and anodized aluminium cylindrical reflector.
5	Outer dia	205 ± 5mm
6	Fixture height	110 ± 5 mm
7	Protection standard	IP 20
8	Ballast	Electronic Ballast suitable having THD<10% for 1 x 13w.
<b>"Type – 3" : Surface mounted 2 x 28 W Suspended CFL fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	Suspended luminaire
2	Lamp type	T5 2 x 28 w
3	Material/fixture finish	Powder coated white CRCA 1.2 mm sheet housing with aluminium die cast end covers.
4	Reflector	Special pre anodized super high purity aluminium reflector system directing light upward & downward direction.
5	Length	1200 ± 10 mm
6	Width	Not more than 250 mm
7	Protection standard	IP 20
8	Ballast	Electronic Ballast having THD<10% suitable for 2 x 28 w.

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**"Type – 4" : Surface mounted 2 x 26 W Concealed type CFL fixtures.**

S.No	Particulars	Description
1	Luminaire type	Recessed Downlight
2	Lamp type	2 x 26 w 4 pin lamp
3	Material/fixture finish	CRCA white Powder coated 1.2 mm sheet
4	Reflector	Spun aluminium anodized reflector.
5	Outer dia	240 ± 10 mm
6	Fixture depth	Not more then 135 mm
8	Protection standard	IP 20
9	Ballast	Wired with THD < 10% HF Electronic Ballast suitable for 2 x 26 w.
10	Glass	Central frosted glass.

**"Type – 5" : Surface mounted 2 x 26 W Concealed type CFL fixtures.**

S.No	Particulars	Description
1	Luminaire type	Recessed Downlight
2	Lamp type	2 x 26 w 4 pin lamp
3	Material/fixture finish	CRCA with epoxy white Powder coated 1.2 mm sheet
4	Reflector	Spun aluminium anodized reflector.
5	Diffuser	Frosted glass.
6	Outer dia	240 x 240 mm ± 10 mm
7	Fixture depth	Not more then 120 mm
8	Protection standard	IP 20
9	Ballast	Wired with THD < 10% HF Electronic Ballast suitable for 2 x 26 w.

**"Type – 6" : Continuous LED cove lights with transformer.**

S.No	Particulars	Description
1	Luminaire type	Poly carbonate LED Strip bar
2	Lamp type	18 Radial.
3	length	300 mm White colour
4	Width	20 mm
5	Protection standard	IP 20
6	Ballast	12v/ 20w LED Transformer 3 nos.

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<b>"Type – 7" : Surface mounted suspended High bay light fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	Suspended High bay light
2	Lamp type	70 w lamp (M.H. type)
3	Material	Die cast Aluminium Housing
4	Fixture finish	Grey
5	Outer dia	300 mm $\pm$ 20 mm
6	Height	270 mm $\pm$ 20 mm
7	Reflector	Polycarbonate prismatic reflector
8	Suspension kit	single wire suspension kit 2 m long.
9	Ballast	Copper Ballast and Electromagnetic O/C suitable for 70 w lamp
10	Protection standard	IP 23

  

<b>"Type – 8" : Surface mounted 2 x 18 W CFL fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	Surface mounted down light
2	Lamp type	2 x 18 w CFL
3	Material	Cylindrical shaped powder coated CRCA 1.2 mm thick sheet housing
4	Reflector	Electrochemically brightened polished and anodised aluminium cylindrical reflector.
5	Outer dia	230 mm
6	Height	100 $\pm$ 20 mm
7	Ballast	Electronic Ballast with THD < 10% HF suitable for 2 x 28 w CFL
8	Protection standard	IP 20

  

<b>"Type – 9" : Surface mounted 1 x 36 W FTL box type fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	For surface mounting on the wall or ceiling
2	Lamp type	1x36 Watt Fluorescent (36 W High Lumens output @ 3200 L and with low mercury contents)
3	Material	The channel has a single piece construction made of powder coated white CRCA sheet steel, eliminating spot welds & hence rust free The aesthetically designed lamp holder brackets are side-in-type for ease of installation / maintenance
4	Reflector	powder-coated reflectors
5	Length	1245 mm
6	Width	230 mm
7	Reflector Height	70 mm
8	Protection standard	IP 20
9	Ballast	Electronic Ballast with THD < 10% HF with over voltage protection suitable for 1 x 36 w FTL

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<b>"Type – 10" : Surface mounted 2 x 36W FTL box type fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	For surface mounting on the wall or ceiling
2	Lamp type	2x36 Watt Fluorescent (36 W High Lumens output @ 3200 L and with low mercury contents)
3	Material	The channel has a single piece construction made of powder coated white CRCA sheet steel, eliminating spot welds & hence rust free. The aesthetically designed lamp holder brackets are side-in-type for ease of installation / maintenance.
4	Reflector	powder-coated reflectors
5	Length	1245 mm
6	Width	230 mm
7	Reflector Height	70 mm
8	Protection standard	IP 20
9	Ballast	Electronic Ballast with THD < 10% HF with over voltage protection suitable for 2 x 36 w FTL
<b>"Type – 11" : Surface mounted 2 x 36W FTL acrylic cover fixtures.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	For surface mounting on the wall or ceiling
2	Lamp type	2x36 Watt Fluorocent
3	Material	Dust and jet proof, luminaire. High grade poly-carbonate housing & cover ensures impact resistance.
4	Reflector	High grade polycarbonate
5	Length	1245 mm
6	Width	230 mm
7	Reflector Height	70 mm
8	Protection standard	IP 65 or more
9	Ballast	Electronic Ballast with THD < 10% HF with over voltage protection suitable for 2 x 36 w FTL
<b>"Type – 12" : Surface mounted type 1x 70 Watt MH type up and down light fixture.</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Description</b>
1	Luminaire type	Wall mounted up & down light
2	Lamp type	1x70 Watt MH
3	Material	Pressure die cast housing up/down light distribution.
4	Dia	186 ± 10 mm
5	Height	260 ± 10 mm
6	Width	286 ± 10 mm
6	Diffuser	Clear toughened glass
7	Protection standard	IP 65
8	Class	I

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**"Type – 13" : Concealed mounted 2 x 26 W concealed type CFL fixture.**

S.No	Particulars	Description
1	Luminaire type	Recessed square Aperture downlight.
2	Lamp type	2 x 26 w CFL 4 pin lamp.
3	Material	Epoxy white powder wated CRCA 1.2 mm thick steel sheet
4	Reflector	Silver anodised high purity aluminium reflector.
5	Diffuser	Frosted glass.
6	Outer dia	180± 20 Sq mm
6	Fixture height	80 ± 10 mm
7	Protection standard	IP 20
8	Ballast	Electronic Ballast with THD < 10% HF suitable for 2 x 26 w

**"Type – 14" : Outdoor Ground burial outdoor type 3 Watt LED Lamp.**

S.No	Particulars	Description
1	Luminaire type	Outdoor base mounted spot light
2	Lamp type	3 Watt Master LED GU 10 Base
3	Material	White powder coated pressure die cast aluminium housing
4	Diffuser	Clear toughened glass
5	Finish	Grey
6	Spot dia	100 ± 10 mm
6	Width	130 ± 10 mm
7	Protection standard	IP 66
8	Ballast	Suitable 50 w PAR 16 electronic ballast

**"Type – 15" : Brick lights 1x10 W.**

S.No	Particulars	Description
1	Luminaire type	Wall mounted pathway light
2	Lamp type	1 x 10 w lamp
3	Material	Aluminium die cast
4	Fixture finish	Silver grey.
5	Reflector	Electrochemically polished and anodized aluminium reflector
6	Protection standared	IP 66
7	Class	II
8	Oute dimension	230 x 105 mm
9	Depth	85 mm
10	Ballast	Inbuilt

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6. **TESTS:-**  
The Luminaries, Lamps and Drivers shall comply tests prescribed in relevant IS.
7. **MARKING:-**  
Each Luminaries shall be legibly and indelibly marked to show the followings :-
  - a. Name and trade mark of the manufacturer
  - b. Month and year of manufacture
  - c. Country of manufacture.
8. **PACKING:-**  
All Luminaries shall be packed as per IS for easy but rough handling and acceptable for rail and road transport.
9. **APPROVED MAKES: *PHILIPS / WIPRO / BAJAJ / THRON***

Signature of Contractor.....

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**SECTION - II**

**2. GUARANTEED TECHNICAL PARTICULARS OF LIGHT FIXTURE, LAMPS AND DRIVERS**

(Please submit the detailed technical particulars of each luminaries and drivers in particular light fixtures along with complete type test report)

PLACE:

DATE

SIGNATURE OF TENDERER  
NAME IN FULL  
DESIGNATION/ STATUS IN THE FIRM  
COMPANY SEAL

Signature of Contractor.....

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**SECTION -III  
PROFORMA – 1  
Format for Pre-bid Queries**

**Note: Proforma -1 to be submitted separately /E-Mail on or before Schedule time mentioned in tender programme**

Following information shall be written on top of the sealed envelope-

- i. **Name of work:** Supply of Lighting Fixtures with supervision during installation, testing and commissioning at State Secretariat Building at Naya Raipur (Chhattisgarh)
- ii. **The address of submission-**The Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492001, Chhattisgarh
- iii. **Sender Name, Address ,Phone no., Email ID**
- iv. **Proforma-1(As below)**

<b>Name of contractor</b>		
<b>Date of Query</b>		
<b>Query No.</b>		
<b>Nature of Query</b>		<b>Technical</b>
<b>Sr. No.</b>	<b>Details of Query</b>	<b>Clarification</b>
1	<b>Heading</b> Description	
2	<b>Heading</b> Description	
3	<b>Heading</b> Description	
4		
5		

<b>Name of contractor</b>		
<b>Date of Query</b>		
<b>Query No.</b>		
<b>Nature of Query</b>		<b>Commercial</b>
<b>Sr. No.</b>	<b>Details of Query</b>	<b>Clarification</b>
1	<b>Heading</b> Description	
2	<b>Heading</b> Description	
3	<b>Heading</b> Description	
4		
5		

Signature of Tenderer:

Date:

Signature of Contractor.....

Signature of NRDA.....

**SECTION -III  
PROFORMA – 2**

**Declaration by the tenderer**  
(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)”

(To be submitted on non-judicial stamp paper worth Rs.100/-)

We confirm that no Service or retired Officer(s) or employee(s) of the NRDA are partner(s) of the firm having share or has any interest in the firm. It is also confirmed that the firm has any relationship with any / serving / retired officer(s) or employee(s) of the NRDA.

I ..... sole proprietor / partner / ..... of  
M/s,..... under take that I am not interested as a proprietor and/or partner  
and/or ..... in any other party/firm, participated in tender No ..... of NRDA due  
for opening on .05.2011 for procurement of Lighting Fixtures & Lamps.

I, ..... Sole proprietor/ partner of M/s. ....  
. is giving undertaking that details given are correct to the best of my knowledge and I agree  
to abide by all your tender/order terms and conditions.

PLACE:

DATE

SIGNATURE OF TENDERER  
NAME IN FULL  
DESIGNATION/ STATUS IN THE  
FIRM  
COMPANY SEAL

**SECTION -III  
PROFORMA – 3**

**GENERAL INFORMATION  
(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)"**

- (i) Strike off, whichever is not applicable.  
(ii) Separate sheets should be used, wherever necessary.
1. Name & Address of the Bidder for correspondence
  2. Name & Address of the firm/Company etc
    - (a) Registered office
    - (b) Factory/ works address
    - (c) Telegraphic address
    - (d) Telephone Nos.
    - (e) Fax Nos.
    - (f) Email
  3. Confirm whether bidder is a Manufacturer Yes/ No.
  4. Only Manufacturer to give following particulars
    - (a) Address of factory
    - (b) Year of starting manufacture
    - (c) Whether same/similar materials Manufactured/printed earlier, (if yes, give reference
    - (d) Yearly/monthly production Capacity
    - (e) Maximum yearly production achieved so far
  5. (a) Whether the bidder is old participant Yes/ No  
with NRDA
  6. (b) If yes, whether document evidence enclosed.  
Any other information that bidder If yes, give details may like to give in  
If yes, whether document evidence order to highlight his bid  
enclosed.

PLACE:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Signature of Contractor.....

Signature of NRDA.....

**SECTION -III  
PROFORMA – 4**

COMMERCIAL INFORMATION  
(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)”

- (i) Strike off, whichever is not applicable.  
(ii) Separate sheets should be used, wherever necessary.

1.	i	Earnest Money details	Bank draft/ Bankers cheque in favour of Chief Executive Officer, NRDA, Raipur
	ii	(a) Amount of EMD	Rs.
		(b) Particulars/details	
iii	Whether reference of documentary evidence regarding exemption enclosed.	Yes/ No	
2.		Confirm the offer is valid for 150 days from the date of opening of commercial / technical bid	Yes/ No (If no, state validity period).
3.		Confirm the quoted prices are Firm	
4.		Mode of despatch	By Rail/By Road
5.		<b>DISCOUNT:-</b>	
	i	Whether any rebate/ discount is offered & percentage.  <b>Remarks:-Please note that the offered discount/ rebate shall be unconditional only. If conditional rebate/discount is offered, then the same shall be treated as unconditional.</b>	Yes/No
6.		<b>PAYMENT TERMS</b>	
		Confirm NRDA's terms of payment is acceptable to the tenderer	Yes/ No
7.		<b>DELIVERY PERIOD</b>	
	a	Commencement of supplies from the date of order / approval of drawing.	
	b	Completion and supply rate from of the date of LOI/order/approval of drawing.	
8.		<b>PENALTY CLAUSE</b>	
		Confirm acceptance to NRDA's penalty clause	
9.		<b>GUARANTEE PERIOD</b>	
		Confirm acceptance of performance guarantee clause of the tender	

Signature of Contractor.....

Signature of NRDA.....

		<b>SECURITY DEPOSIT</b>	
10.	a	Whether agreeable to furnish Security deposit @10% of value of order for satisfactory execution of the order and to cover guarantee period.	Yes/No
	b	If not, indicate deviation, specifically	
11.	a.	Indicate applicable rate of Excise Duty.	
	b.	Indicate applicable rate of VAT/CST.	
12.		<b>Extension Order</b>	
		Confirm acceptance to extension order for 100% quantity on the same rates, terms and conditions, if any extension order is placed within 6 months from the date of placement of detailed order.	
13.		Whether rates offered are applicable for part quantities also.	
14		Please furnish photocopy of the Sales Tax Clearance Certificate from Sales Tax Deptt and audited profit & loss Account and Turn over for last 3 years upto the last financial year have been enclosed.	
15.		<b>Please mention the quantity quoted in the Price Schedule (Rating &amp; size-wise, if any).</b>	

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL  
DESIGNATION/ STATUS IN THE FIRM  
COMPANY SEAL

Signature of Contractor.....

Signature of NRDA.....



**SECTION -III  
PROFORMA – 5**

**TECHNICAL INFORMATION  
(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)”**

- (i) Strike off, whichever is not applicable.  
(ii) Separate sheets should be used, wherever necessary.

1.	i	Whether material offered is exactly as per the technical specification.	
	ii	If not, give details of technical deviation (Information may be given in deviation schedule given with documents for this purpose.	
2		Whether the list of orders received during last 3 years from Central/State Govt organizations & from other organization for similar materials is furnished.	
2.		Whether the tender has furnished details of manufacturing equipments and short history of plant.	
3.		Whether pamphlets/technical details literature along with drawing etc. furnished with the offer	
4.		Whether the tender agrees to furnish material test certificates in respect of chemical composition and physical properties, wherever required, from Govt./Govt. approved Lab. With each batch of supplies.	
5.		Whether details of manufacturing process furnished with offer.	
6.	i.	Whether all testing facilities are available. If so, give details and in case of non-availability of facilities indicate approved lab. available in surrounding areas where tests are proposed to be conducted.	
	ii	Whether you agree for inspection by NRDA's representative prior to despatch and bear the charges including Traveling, Lodging and Boarding for all tests as per relevant standard.	Yes/No
7.		Please furnish/indicate the quality assurance programme/plan of your product being followed in your works.	

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL  
DESIGNATION/ STATUS IN THE FIRM  
COMPANY SEAL

Signature of Contractor.....

Signature of NRDA.....

**SECTION -III  
PROFORMA – 6**

SCHEDULE OF PAST EXPERIENCE  
(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)"

Bidder's Name & Address:

To,

The Chief Executive Officer,  
Naya Raipur Development Authority,  
Near Mantralaya Mahanadi Dwar,  
Raipur 492 001, Chhattisgarh.

Dear Sir,

Sub: - **Performance/ past experience.**

We furnish herewith the record of our performance and experience of quoted items as follows:-

Sl. No.	Purchaser's Name and Address	Order Number and Date	Ordered Quantity	Quantity supplied	Value of Order
1	2	3	4	5	6

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL  
DESIGNATION/ STATUS IN THE FIRM  
COMPANY SEAL

Note: - Photocopy of the orders & performance reports received from other State Electricity Boards/ Govt. undertakings etc. should be enclosed.

Signature of Contractor.....

Signature of NRDA.....

**SECTION -III  
PROFORMA – 7**

SCHEDULE OF COMMERCIAL DEVIATIONS  
(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)”)

Bidder's Name & Address:

To,  
The Chief Executive Officer,  
Naya Raipur Development Authority,  
Near Mantralaya Mahanadi Dwar,  
Raipur 492 001, Chhattisgarh

Dear Sir,

Sub: - **Commercial Deviations.**

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this schedule.

Signature of Contractor.....

Signature of NRDA.....

**SECTION -III  
PROFORMA – 8**

SCHEDULE OF TECHNICAL DEVIATIONS

(TO BE KEPT IN THE ENVELOPE PART-II,  
(COMMERCIAL/TECHICAL BID)"

Bidder's Name & Address:

To,

The Chief Executive Officer,  
Naya Raipur Development Authority,  
Near Mantralaya Mahanadi Dwar,  
Raipur 492 001, Chhattisgarh

Dear Sir,

Sub: - **Technical Deviations.**

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this.

Signature of Contractor.....

Signature of NRDA.....

**SECTION -III**

**PROFORMA -9**

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised Bank  
and operatable in Raipur, Chhattisgarh only)

Ref.....

Bank Guarantee No.....

**To**  
**The Chief executive Officer**  
**Naya Raipur Development Authority,**  
**Near Mahanadi Dwar, Mantralaya**  
**Raipur, Chhattisgarh**  
**Pin 492 001.**

Dear Sirs,

In consideration of..... (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered / Head office at.....(hereinafter referred to as the 'Contractor'/'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Acceptance No.....dated..... and the same having been acknowledged by the Contractor/Supplier, resulting in a Contract, bearing No.....dated..... valued at.....for..... (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten (10) percent of the said value of the Contract to the Purchaser in terms of clause 14 of GCC of Section I.

At the request of the Contractor/Supplier, we..... name of the Bank..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.... name of the currency and amount in figures..... (.....amount in words.....) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor/Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein

Any such demand made by the Purchaser on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Contractor/Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor/Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor/Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

Signature of Contractor.....

Signature of NRDA.....

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to..... and it shall remain in force up to and including..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

**This Bank Guaranty no. \_\_\_\_\_, dated \_\_\_\_\_ shall be operative at Raipur and if invoked, be encashable at the \_\_\_\_\_ [name of the bank and its branch at Raipur], branch code no.: \_\_\_\_\_**

Dated this..... day of..... 2010..... at.....

WITNESS:

.....  
(Signature)  
.....  
(Name)  
.....  
(Official Address)

.....  
(Signature)  
.....  
(Name)  
.....  
(Designation with Bank stamp)

Attorney as per Power of  
Attorney No.  
Dated:

**Note: The stamp papers of appropriate value shall be purchased in the name of issuing Bank.**

Signature of Contractor.....

Signature of NRDA.....

**SECTION -IV****SCHEDULE-I - PRICE BID  
(PRICE & QUANTITY)**

Type	Description	Unit	Quantity	Unit FOR destination price inclusive of packing, forwarding & freight charges, ED/ST etc. (₹)		Total Amount (In ₹)
				<u>In Figures</u>	<u>In words</u>	
	Supply and supervision during Installation, testing & commissioning of standard light fittings and complete lighting accessories including lamp. The scope shall include, providing of all hardware such as Yellow Zn Passivated nuts, anchor fasteners, bolts, screws, cleats, clamps, 1 sq. mm Silicone Sheathing for MH lamp fittings and 1/23 SWG PVC Sheathing wire/ cabler for other fittings from Junction box to lighting fixtures. All fixtures shall be with high lumen output lamps					
Type -1	Slab cut out mounted top openable type 2 x 36 W CFL fixture	Nos	3727			
Type -2	Surface mounted 1 x 13W CFL fixture -	Nos	528			
Type -3	-do- as above but 2 x 36W suspended CFL fixture -	Nos	24			
Type-4	-do- as above but 2 x 26W concealed type CFL fixture	Nos	600			
Type -5	-do- as above but 2 x 26W concealed type CFL fixture	Nos	668			
Type -6	-do- continuous LED cove lights with transformer etc complete of colour shade approved by architect	rmt	3410			
Type -7	-do- suspended light fixtures with QR CB 51 lamps -	Nos	103			
Type -8	Surface mounted 2 x 18W CFL fixture	Nos	678			

Signature of Contractor.....

Signature of NRDA.....

Type	Description	Unit	Quantity	Unit FOR destination price inclusive of packing, forwarding & freight charges, ED/ST etc. (₹)		Total Amount (In ₹)
				In Figures	In words	
Type -9	Surface mounted type 1 x 36 W FTL box type fixture	Nos	173			
Type -10	Surface mounted type 2 x 36 W FTL box type fixture	Nos	110			
Type -11	Surface mounted type 2 X 36 W FTL acrylic cover fixture	Nos	327			
Type -12	Surface mounted type Par 20 lamp type up and down light fixture	Nos	20			
Type -13	Concealed mounted 2 x 26W concealed type CFL fixture	Nos	1444			
Type -14	Outdoor Ground burial outdoor type 12V/50W	Nos	206			
Type -15	Brick lights 1 x 10W	Nos	291			
	<b>Total Cost</b>					

**In Words ₹**

Note:-

- (1) Price Bid to be furnished in above format only. Filling of all the columns is necessary otherwise offer may be rejected.
- (2) Responsibility of any lack of clarity leading to confusion will rest with bidders.
- (3) No conditional tender shall be accepted. Any discount if offered shall be unconditional.
- (4) The rates quoted above shall be for FOR at site and included of all taxes and duties applicable in State of Chhattisgarh.

PLACE:

DATE

SIGNATURE OF TENDERER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Signature of Contractor.....

Signature of NRDA.....