

5992

22/2/23

Buyer Added Bid Specific Terms and Conditions
(For Biding through GeM Portal)

1.	Only manufacturers or authorized dealers are entitled to quote their rates. The bidder should be having relevant Licence of Manufacturer/ Authorized Dealer and such a Registration should be valid as on the date of Bid submission. The manufacturer is required to submit documentary proof to this effect that he is actually a manufacturer. Authorised dealer shall submit documentary proof issued by the concerned manufacturer to this effect that he is a authorized dealer for the quoted item/ items. Manufacturer Authorisation Certificate/Form should be bid specific with OEM details such as name, designation, address, e-mail Id and Phone No. which is required to be furnished along with the bid. Specifications of the product/item should be certified by OEM.
2.	The Manufacturer should be in the business of manufacturing of similar equipments for a period not less than 3 Years.
3.	The bidder firm must have valid GST Registration Number. TDS on GST will be deducted as per rule.
4.	Bidder should have executed the orders of similar items successfully to any State Govt. organization/ institution/ public sector undertaking/ Central Govt. agency of the State/Central Government in at least one financial year out of last three Financial Years. Proof Attach.
5.	A certificate for satisfactory supply of similar items to any State Govt. organization/ institution/ public sector undertaking/ Central Govt. agency is required to be submitted by the bidder, failing which the Bid is liable to be rejected. The firms are required to submit documentary proof in this regard.
6.	The Average Annual Turnover of the firm/ bidder should be 2 Lakhs for the Bided / similar items in last three financial years and a certificate from CA should be attached with the bid.
7.	Net worth or turnover and installed capacity of the bidder (in case of manufacturer) should be equal to the value of the quantity Bided by the firm for the similar items. The firms are required to submit documentary proof in this regard.
8.	FOR:- The Rates should be inclusive of FOR desination anywhere in Haryana at consignee locations at the supplier's risk shall be inclusive of GST, Freight Charges & other taxes/duties etc.
9.	DELIVERY PERIOD:- 30 Days at ITIs from the date of placement of supply order.
10.	PAYMENT TERMS:- 90% payment will be made by the consignee ITIs within 30 days on receipt of duly inspected and accepted items by the constituted Inspection Committee at consignee destination. Remaining 10% payment will be made after successful working/installation/ demonstration of items at site within duration of 15 days. 100% payment towards petty tools/ equipments/ furniture shall be released after physical delivery and complete installation (if any) of the items in the Institute after due verification /checking and acceptance. Delay Payment does not have any Interest.
11.	WARRANTY: As per applicable by the Manufacturers on manufactured goods or minimum three year complete.
12.	INSPECTION:- The inspection will be done by the ITI through its authorized representative at the firms premises before dispatch of material. In case, the material offered for inspection by the firm fails to meet the specifications stipulated in Bid/Order/Contract and the samples are rejected by the Inspecting Committee, the Identing Institute will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the ITI will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and ffinal inspection also, the firm will be liable for penal action including forfeiture of EMD, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

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W/Instt.

Sarabjit
SIT/MS

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Govt. Industrial Training Institute
JIND

Note:- All the annexure from 'Annexure 1 to 16 including annexures/Govt. orders/ notifications are applicable to this present Bid.

Other Terms & Conditions:-

1. Price Fall Clause:

Price fall clause will be as per condition no. 15 of "General Conditions of Supply" as available at **Annexure-9**. The same is that the price quoted in the Bid/quotation or approved in the Rate Contract for the stores shall not exceed in any way the lowest price at which the Biderquote for the supply the stores of identical description to DGS&D, New Delhi/ State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful Bider reduces the rates/sale price of the quoted stores to any person at the price lower than the price chargeable under the supply order/ rate contract, the Biders should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful Biders shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The Bider shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the DGS&D, New Delhi and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

2. **Penalty to firm on Delay in delivery:** In case of delay in delivery beyond the delivery period, a penalty amount @ 0.5% of price of supply order for one week (seven days) for the delay of first two weeks and @ 1.0 % per week for the delay of five weeks (35 days) upto a maximum cap of penalty of 6.0% for total delay of seven weeks (49 days) would be applicable for each indented item. Thereafter, DS&D, Haryana could cancel the order in consultation with indenting department and suitable action could be taken against the supplier firm as per DS&D, Haryana latest policy/ instructions. However, if, purchasing department opts, to accept the items beyond seven weeks (49 days) delay, 1.0% penalty per week would continue for any unjustified delay in delivery till the supply is completed.
- ii) In case of any complaint in the working of indented items during the warranty period, the firm shall attend the same with in 48 hours from the time of logging of first complaint call by the concerned consignee/ Govt. ITI and the items must be repaired/ replaced with in 72 hours thereafter. The complaint (s) would be logged by the concerned consignee/ Govt. ITI by email in order to keep the proper delivery records. Further in case of failure to repair/ replace faulty item (s) with in 120 hours, penalty to the supplier @ Rs. 250/- per day per concerned consignee/ Govt ITI will be applicable from the day & time of lodging the complaint.
3. **Evaluation of Bids:** The procurement committee constituted under STRIVE shall evaluate the Bid with reference to technical requirements and various other commercial criteria given in the Bid Document. Further, the received price list of the asked items subject to the reasonability and comparability prevailing in market. Each items evaluated seperately.
4. This BOQ bid is being floated on GeM Portal to call the competitive prices of the asked items, however supply order shall be released/placed by the ITI as per the actual latest requirement of the ITI subject to the reasonability of rates and complete satisfaction.
5. The quantity of items may be increased or decreased.
6. The Bid inviting authority/order placing authority may ask for samples and demonstration of any particular item quoted by the bidders. The bidders shall have to submit samples and give Demonstration in the prescribed time limit.

18/015
for ROGRD
Sankar W.M. Dutt
Sanjay S.P.M.S
ANST
Dr. E.M.S.W.
W.M. Dutt
Sankar W.M. Dutt
Principal Govt. Industrial Training Institute JIND

7. All Items should be supplied with quality certificate. The ITI may get the items inspected by such person or persons, the competent authority/committee of ITI deems fit and to reject such of these items as in of the opinion do not come up to the specification. The decision of the competent authority/committee of ITI will be final in such cases. The rejected items will be returned on the bidder's cost.
8. The telephonic / return / e-mail complaints regarding fault / mal-functioning/ non-working etc. of the tool / machinery / furniture within warranty period will have to be attended within a week by the supplier & no any extra charges shall be paid to the firm in this regard.
9. In case supplied Items are found not as per specifications, then whole payment will be withheld and shall be released only after receipt of replacement items of desired specifications & quality.
10. Regarding Observation of warning signs of Collusion/Bid Rigging by the bidder firms in various Bidding processes issued by the State Government vide G.O. No. DS&D/Admin/CCI/EA-II/20211083-1283 dated 23.4.2021 will be applicable. (Annexure- 16).
11. Negotiation of Rates

Regarding negotiations of rates, policy issued by the State Government vide G.O. G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (Annexure-5), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (Annexure-6) will be applicable/if applicable.

12. Concession to MSMEs of State:

The State Government has notified "Haryana State Public Procurement Policy for MSME - 2016" vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 (Annexure-2) and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 (Annexure-8) and as amendment vide G.O. No. 2/2/2016-4IB-II dated 13.08.2021 (Annexure-7) which will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like Bid Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016.

***Note:-** To claim the concessions/benefits under the above policy, the bidder is required to submit SSI Certificate/Manufacturing Entrepreneurs Memorandum (part-II) issued by the Industries Department Haryana in respect of the quoted item /Udhyog Aadhaar Memorandum (UAM)/Udhyam Registration of Haryana based manufacturing enterprises in respect of the quoted item (Ref. Industries & Commerce Department Haryana Memo No.TS/DS&D/11389-A Dated 03.07.2018) and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.

13. Concession/benefits to Startups/First Generation Entrepreneurs of State:

The State Government has notified "Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State" issued vide G.O. No. 2/2/2016-4I B-II dated 03.01.2019 (Annexure-3) (or as amended from time to time in this regard) which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concession/s like Bid Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.

14. In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

15. Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms shall be as per procurement guidelines of STRIVE.

for
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16. **Preference to Make in India:-**The public procurement in the State in reference to "Preference to make in India" shall be governed by Govt. Order No.02/08/2020-4IB-II dated 18.11.2020(Annexure-10)(or as amended from time to time in this regard)
17. **Restriction in Public procurement from bidders of certain Countries:-**The restriction on procurement from bidders from a Country or Countries on grounds of Defense of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No.02/09/2020-4IB-II dated 10.12.2020(Annexure-11)(or as amended from time to time in this regard).
18. **Blacklisting:-** The firm should not be blacklisted/debarred either in Government Departments/Agencies in State of Haryana or Central Government Departments/Agencies etc. as on the date of submission of the bid in the present Bid.
19. **Arbitration Clause:-**The Arbitration if any will be decided as per the provision contained at Sr. No.18 of "Schedule 'B' Conditions of Contract"
20. **Jurisdiction**
All disputes will be settled within the jurisdiction at JIND.
21. No Interest shall be payable on EMD amount, security amount and performance warranty amount.
22. Earnest Money/Security Deposited to this office in previous Bids will not be adjusted towards the present Bid and no request will be entertained in this regard.
23. The EMD will be forfeited, in case Bider withdraws its Bid during the validity of bids OR the successful bidder, who fails to sign the contract agreement.
24. Bidder should give all relevant particulars about every item, such as maker's name, country of manufacture and specifications and brand/markaetc. Apart from this, the bidder should upload the Catalogue/information brochure of the items to be supplied where maker's/brand name, model no., detailed specifications, guarantee/ warrantee information etc. be mentioned.
25. Price: The Bidder shall quote composite price inclusive of Supply. Installation, Testing, Commissioning, Training, all taxes etc.The Price shall be quoted in Indian Rupees Only. The bidder will quote price of the item as per unit of measure where applicable such as per piece/per set.
26. While quoting rates of the different items in the BOQ, the bidder will refer detailed Technical specifications mentioned in the uploaded Specification/Bid Document. The firm must quote the prices of the items strictly as per the asked specifications and the items to be supplied should be of reputed/renowned brand.
27. Notwithstanding anything contained in the Bid,Principal Govt ITI, Jind reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Bid, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder(s) the reason for suchdecision.
28. The bidder shall bound to comply all the rules/regulations/guidelines/instructions of the GeM for procurement of asked items mentioned in the bid.
29. Other terms & conditions as contained in various Annexure/ Documents being attached herewithwill form a part of thisBid.
30. Each item evaluted seperately.
31. F.O.R.:- The rates should be F.O.R. destination at supplier's risk.
32. GST: Inclusive.
33. Freight Charges: Inclusive.
34. Delivery Period & Installation: Delivery & Installation of complete material needs to be completed at all locations strictly with in 30 days of order. Failure to deliver stores with in the stipulated period shall result in forfeiture of EMD and vendor shall be blacklisted.
35. Payment: 90% payment will be released with in 15 days after physical delivery of inspected/accepted stores in physically good condition at consignee site. Remaining 10 %

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W.M. Jind

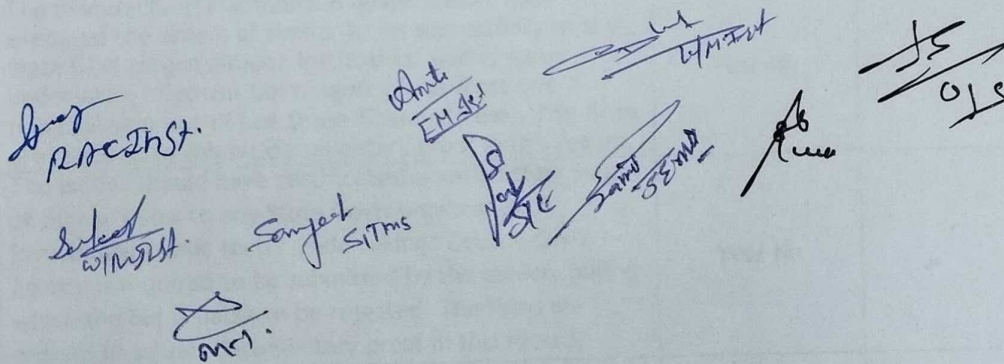
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S. Jind

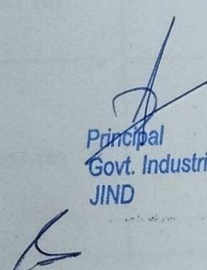
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- will be released after satisfactory installation of the items at the consignee destination.
36. Inspection: The inspection will be done by the indenting department or his authorized representatives at the firm's premises before dispatch of material. In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the inspection committee, the indenting department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the indenting department will have the right of increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd inspection also, the firm will be liable for penal action including forfeiture of EMD, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.
 37. Warranty: 3 - year on site warranty from the date of installation.
 38. Bid Validity: Validity of prices should be for a period of one year from the date of bid opening.
 39. Only those Financial Bids will be Opened and evaluated which are found to fulfill all the eligibility and qualifying requirements of this tender.
 40. Make in India (MII Content): Minimum 50% local make in India content required. the bidder must upload a certificate from the OEM regarding the % of local content and the details of locations at which the local value addition is made.
 41. Besides terms & conditions recommended by the Department Technical Committee, DGS&D Haryana may incorporate Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG), Security etc in tender as per DGS&D, Haryana rules/policy.


 A collection of handwritten signatures and initials in blue ink. From left to right, they include: 'RACIST', 'WINDA', 'Sangak SITMS', 'White EMD', 'VSE', 'Sangak SEMA', 'Ab', and 'JS' with '015' below it.


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Note:- Annexure 1-16 mentioned above may kindly be referred in the item specification document uploaded in pdf form Technical Bid format / Index for the Technical Bid documents

Sr. No.	Name of the document	Status of submission of proof (Yes/ No)	Remarks
1	All the documents submitted by the bidder as part of its Technical Bid are attested by the signing authority of the bidder.	Yes/ No	
2	An undertaking by the bidding firm in reference to acceptance of all the terms & conditions of the BID with all clauses and annexures.	Yes/ No	
3	Affidavit on Non Judicial Stamp Paper duly certified by the Notary stating that the firm [name of the firm] has not been blacklisted/debarred either in Government Departments/Agencies in state of Haryana or Central Government Departments/Agencies etc. as on the date with the submission of present Bid.	Yes/ No	
4	Only manufacturers / authorized dealers are entitled to quote their rates. The manufacturer/ authorized dealer is required to submit documentary proof to this effect that he/she is actually a manufacturer/authorized dealer.	Yes/ No	
5	The manufacturer/ authorized dealer should have executed the orders of similar items successfully to any State Govt. organization/ institution/ public sector undertaking/ Central Govt. agency in at least one financial year out of last three Financial Years. The firms are required to submit documentary proof in this regard.	Yes/ No	
6	The bidder should have certificates for satisfactory supply of similar items to any State Govt. organization/ institution/ public sector undertaking/ Central Govt. agency is required to be submitted by the bidder, failing which the Bid is liable to be rejected. The firms are required to submit documentary proof in this regard.	Yes/ No	
7	The Average Annual Turnover of the firm/ bidder should be as per Bid requirement for the Bided / similar items during last three financial years and a certificate from CA should be attached with the bid.	Yes/ No	
8.	Net worth or turnover and installed capacity of the bidder (in case of manufacturer) should be equal of the value of the quantity Bided by the firm for the same items. The firms are required to submit documentary proof in this regard.	Yes/ No	
9	Acceptance of all the terms & conditions/clauses of the Bid and govt. instructions issued time to time with the Sign. and Stamp of the authorized person.	Yes/ No	
10	Other relevant documents attached	Yes/ No	

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W. M. J. S. T.

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M. S. T.

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E. M. S. T.

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JIND

Bank Details of the tenderer for e-payment:-

- a. Bank Account No.: 36435445281
- b. Bank Name.: State Bank of INDIA
- c. Branch Name.: Kaithal Road, Patiala Chowk, Jawahar Nagar
- d. IFSC Code.: SBIN0016671

Handwritten signatures and initials:
- Top left: *Ray RACINST*
- Top middle: *Sulcat w/m Inst*
- Top right: *Ami EM Inst*
- Middle left: *Sangul s/Inst*
- Middle center: *Subh Gai*
- Middle right: *Sami SEMM*
- Far right: *SS 015*
- Bottom center: *AS Kum*

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[Signature]

Sr. No.	Name of Item	Specification	Qty	Trade
1	Split AC Inverter Technology 1.5 Ton	<ol style="list-style-type: none"> 1. Star Rating:- 5 Star (Inverter). 2. Compressor Capacity:- 1.5 Ton. 3. Cooling Capacity Full Load (100%):- 5280 Watt. 4. Cooling Capacity Half Load (50%):- 2640 Watt. 5. Cooling Power Full Load (100%):- 1310 Watt. 6. Cooling Power Half Load (50%):- 433 Watt. 7. Power Supply:- 230VAC/50Hz/Single Phase. 8. Air Flow Volume-Indoor(High/Medium/Low):- 950/840/750 CFM. 9. Noise level-Indoor:- <46 ..dB(A). 10. Operation:- LCD Remote. 11. Compressor Type:- High EER Twin Rotary-BLDC. 12. Wide Operating Voltage Range:- 145~270V. 13. Max Operating Ambient Temp. Range:- 52 °C. 14. Refrigerant Gase:- R-32 9Eco-friendly Refrigerant Gase). 15. ISEER:- 5.4. 16. Air Filter:- Anti-Dust. Catch in Filter. Arcaro Bacterium, Silver Ion. 17. Indoor Unit Dimension (WxHxD):- 990x315x242 mm. 18. Indoor Unit Net/Gross Weight:- 13.5 to 16.5 Kg. 19. Indoor Fan Capacity:- Min. 20 watt DC. 20. Indoor Fan Speed:- Min. 750 RPM. 21. Fan Winding (Indoor/Outdoor):- Copper. 22. Outdoor Unit Dimension (WxHxD):- 870x600x355 mm. . 23. Outdoor Fan Capacity:- Min. 100 watt DC. 24. Outdoor Fan Speed:- Min. 750 RPM. 25. Connecting Pipe:- Cu-Cu (12.5 mm & 6.35 mm 26. Connecting Pipe Length:- 3 Meter with Insulation. 27. Connecting Cable:- 3 Meter Length of 12 wire gauge 20A capacity. 28. Condenser Coil:- Copper. 29. IDU Fin:- Hydrophilic Aluminium. 30. Copper tubes:- Inner Grooved. 31. IDU:- LED Display, Self Diagnosis, Anti-Fungal, 5D Concept, Auto Restart. 32. Remote:- Sleep mode, Turbo, Swing, LCD Remote, Lock, Timer, Glow Buttons, Dual Temp Display. 33. Air Vent:- Cross Flow. 34. Warranty:- Min. 1 Year of all AC and 10 Year of Compressor. 	5 Pc	RAC, Wireman, Electronics
2	Split AC Inverter Technology 2 Ton	<ol style="list-style-type: none"> 1. Star Rating:- 5 Star (Inverter). 2. Compressor Capacity:- 2 Ton. 3. Cooling Capacity Full Load (100%):- 6900 to 7300 Watt. 4. Cooling Capacity Half Load (50%):- 3450 to 3650 Watt. 5. Cooling Power Full Load (100%):- 1600 to 1850 Watt. 6. Cooling Power Half Load (50%):- 800 to 925 Watt. 7. Power Supply:- 230VAC/50Hz/Single Phase. 8. Air Flow Volume-Indoor(High/Medium/Low):- 1050/950/840 CFM. 9. Noise level-Indoor:- <48 ..dB(A). 10. Operation:- LCD Display Remote. 11. Compressor Type:- High EER Twin Rotary-BLDC. 12. Wide Operating Voltage Range:- 145~270V. 13. Max Operating Ambient Temp. Range:- 52 °C. 14. Refrigerant Gase:- R-32 (Eco-friendly Refrigerant Gase). 15. ISEER:- 5.0 to 5.4. 16. Air Filter:- Anti-Dust. Catch in Filter. Arcaro Bacterium, Silver Ion. 17. Indoor Unit Dimension (WxHxD):- 1070x330x230 mm. 18. Indoor Unit Net/Gross Weight:- 17 to 22 Kg. 19. Indoor Fan Capacity:- Min. 100 watt DC. 	4 Pc	Machinist, Steno Eng., Steno Hindi & Sewing Technology

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 Subject W/M...
 V. Anil EPTW
 Principal Govt. Industrial Training Institute JIND
 Other illegible signatures and initials.

	<p>20. Indoor Fan Speed:- Min. 750 RPM. 21. Fan Winding (Indoor/Outdoor):- Copper. 22. Outdoor Unit Dimension (WxHxD):- 870x600x355 mm. . 23. Outdoor Fan Capacity:- Min. 100 watt DC. 24. Outdoor Fan Speed:- Min. 750 RPM. 25. Connecting Pipe:- Cu-Cu (12.5 mm & 6.35 mm). 26. Connecting Pipe Length:- 3 Meter with Insulation. 27. Connecting Cable:- 3 Meter Length of 12 wire gauge 20A capacity. 28. Condenser Coil:- Copper. 29. IDU Fin:- Hydrophilic Aluminium. 30. Copper tubes:- Inner Grooved. 31. IDU:- LED Display, Self Diagnosis, Anti-Fungal, 5D Concept, Auto Restart. 32. Remote:- Sleep mode, Turbo, Swing, LCD Remote, Lock, Timer, Glow Buttons, Dual Temp Display. 33. Air Vent:- Cross Flow. 34. Warranty:- Min. 1 Year of all AC and 10 Year of Compressor.</p>		
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for
RACONS.

Sankar
WMA.

MA.

Sanjay
SIRMS.

And
EMAN.

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LMA.

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Govt. Industrial Training Institute
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