



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3049369  
Dated/दिनांक : 30-01-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-02-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-02-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Maharashtra
Department Name/विभाग का नाम	Skill Development And Entrepreneurship Department Maharashtra
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Directorate Of Vocational Education And Training,maharashtra
Total Quantity/कुल मात्रा	216
Item Category/मद केटेगरी	Air conditioning service Unit car , Cassette Air Conditioner 4500 kcal per hr , Split AC inverter technology type
BOQ Title/बीओक्यू शीर्षक	AC unit
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	81 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	406 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Split AC inverter technology type
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	25721
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	19200
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	36400

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Deputy Director  
Directorate Of Vocational Education And Training, Maharashtra, Skill Development and Entrepreneurship  
Department Maharashtra, N/A,  
(Nitin Ananda Nikam)

**Splitting/विभाजन**

Bid splitting not applied.

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
---	----

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
--	----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
02-02-2023 12:00:00	DVET Mumbai Mahapalika Marg, 4 th floor Mumbai 400001

**Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Air Conditioning Service Unit Car	22
Schedule 2	Cassette Air Conditioner 4500 Kcal Per Hr	64
Schedule 3	Split Ac Inverter Technology Type	130

**Air Conditioning Service Unit Car**

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Nitin Ananda Nikam	400001,3, Mahapalika Marg, Opp Metroi Cinema	22	45

**Cassette Air Conditioner 4500 Kcal Per Hr**

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Nitin Ananda Nikam	400001,3, Mahapalika Marg, Opp Metroi Cinema	64	45

**Split AC Inverter Technology Type**

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Nitin Ananda Nikam	400001,3, Mahapalika Marg, Opp Metroi Cinema	130	45

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

## 1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 3. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 4. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

## 5. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

## 6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 7. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 8. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): committee nominated by buyer

Post Receipt Inspection at consignee site before acceptance of stores: at Consignee level

## 9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

name Director of Vocational Education and Training Account No. 510101000599718 IFSC Code UBIN0905364 Bank Name Union Bank of India Branch address Mahapalika Marg, Mumbai 400001. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Director of Vocational Education and Training Account No. 510101000599718 IFSC Code UBIN0905364 Bank Name Union Bank of India Branch address Mahapalika Marg, Mumbai 400001. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- a) The product offered must match the specifications. Better and Higher Specifications and Positive deviations will be accepted. All other parameters must generally conform to the stated standards (IS or equivalent international standards). Images / Diagram and Reference Brands are only indicative of the product required. Any item not forming part of the specification but is required for installation of the item, the same shall be supplied free of cost by the manufacturer.
- b) Data Sheet of the product(s) offered in the bid(whenever applicable), are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- c) Sample Clause: DVET may ask for a sample of specific product offered by the bidder; which shall be submitted within 7 days on such request; and carry out inspection and tests by its experts or from any Government approved labs. All costs related to inspection and tests in Government approved labs shall be borne by the bidder. If any destructive test is carried out, the sample will not be returned to the bidder.
- d) Cost of Pre-Dispatch Inspection (If applicable) should be borne by the supplier.
- e) Bidder/OEM experience: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products, to any Central / State Govt Organization / PSU / Public Listed Company/Private Ltd Company/Government affiliated institute for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts (Relevant Invoice and proof of Installation) along with covering letter as per Annexure -D to be submitted along with bid in support of having supplied some quantity during each of the Financial year (2019-2020, 2020-2021 and 2021-2022). In case of bunch bids/BOQ bids, the category of primary product having highest value should meet this criterion.
- f) Past Performance: The OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity (or Value), in at least one of the last Five Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company/Private limited companies/Government affiliated institute. Copies of relevant contracts (Relevant Invoice and proof of Installation) along with covering letter as per Annexure -E (proving supply of cumulative order quantity/value in any one financial year) to be submitted along with bid in support of quantity/value supplied in the relevant Financial year (2019-2020, 2020-2021 and 2021-2022. In case of bunch bids/BoQ bids, the category of primary product having highest value should meet this criterion.(Annexure E)
- g) The Purchaser reserves the right to issue Repeat Orders per Clause 3.3.2 of Maharashtra Government Resolution dated 1.12.2016
- h) Terms and condition mentioned in Maharashtra Government Resolution for Purchase by Industry, Power and Labour department dated 01.12.2016, 24.08.2017 as well as 08.12.2017 will also be applicable.
- i) Liquidated Damages: If the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivery price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 5% of stipulated price of the stores. However, the Purchaser may in its sole discretion without assigning any reason may refuse to extend the delivery period or may consider for termination of the Contract by issuing notice to vendor.
- j) USE OF CONTRACT DOCUMENTS AND INFORMATION
  - l. The Vendor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the

Tendering Authority.

II. The Vendor shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

III. Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.

IV. The Vendor must act in good faith and at all times extend its fullest cooperation to the Tendering Authority, its employees and agents during the performance of the Services.

V. The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of Tendering Authority.

VI. The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Services to the Directorate without prior approval of the Tendering Authority.

VII. The Vendor shall not divulge to any person not authorized by the Directorate and shall not use for its own purposes, any information concerning the Tendering Authority, its staff or the Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Directorate to the Vendor

VIII. This confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose.

IX. The Vendor shall have no authority to commit the Tendering Authority to any additional costs, fees or expenses in connection with the Project.

X. The vendor shall report immediately to the Tendering Authority any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.

XI. All data, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Vendor while performing the Services shall be the exclusive property of the Tendering Authority and the Vendor shall have no copyright or other interest therein, and upon sooner determination of the contract or Termination of the Engagement, the said documents and records shall be submitted to the Tendering Authority or disposed of as Tendering Authority may direct.

XII. The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not authorized by the Tendering Authority.

XIII. The Vendor shall make available to the Tendering Authority documents and records related to the performance of the Vendor for verifying the authenticity of the claims made

- k) Risk Purchase: The contractor fails to deliver the stores of any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.
- l) Fall Clause: It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.
- m) Force Majeure Clause: "If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-



performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contractor at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

- n) Payment: 90% payment against delivery and 10 % against satisfactory installation, commissioning, testing, training & working trail at consignee's place. Part payment will be allowed.
- o) Date on which the acceptable goods have been offered for inspection to the inspecting agency shall be deemed as the date of delivery.
- p) It is required that procuring entities as well as Bidders, Suppliers, Contractors, and their sub-contractors, observe the highest standards of ethics during the procurement and execution of such contracts. For the purposes of this provision, the terms set forth below as follows:
- I. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - II. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - III. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - IV. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - V. "obstructive practice" is : deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a procuring entity investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and acts intended to materially impede the exercise of the procuring entity's inspection and audit rights.
- q) The procuring entity will reject a proposal for award if it determines that the Bidder/Service Provider(Consulting and Non-consulting) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive or obstructive practices in competing for the contract in question. The procuring entity will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the bidders, suppliers, contractors or consultants engaged in corrupt, fraudulent collusive, coercive or obstructive practices during the procurement or execution of that contract, without the procuring entity having taken timely and appropriate action satisfactory to the buyer. The procuring entity will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged, in corrupt, fraudulent, collusive, coercive, or obstructive practices. Bidders, suppliers, contractors and consultants to permit the procuring entity to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the procuring entity
- r) As far as possible, disputes may be resolved with mutual agreement between the procuring entity and bidders, suppliers, contractors and consultants through alternate dispute resolution mechanisms to avoid going through arbitration and litigation stages. All the contracts will be governed by the laws of India. The courts of the place, from where the acceptance of tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract will be deemed to have been made at the place from where the acceptance of the tender has been issued. In the event of any question, dispute or difference arising under the contract conditions or any special conditions of contract, or in connection with the contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same will be referred to the sole arbitration of an officer, from the government department other than the department which decided the contract, having sufficient knowledge of law, appointed to be the arbitrator by the purchaser. The decision of the arbitrator shall be final and binding on both the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it will be lawful for the purchaser to appoint another arbitrator in place of the outgoing

arbitrator in the manner aforesaid, It is further a term of the contract that no person other than the person appointed by the purchaser as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Arbitrator may, from time to time, with the consent of all parties to the contract enlarge the time for making the award. In pursuance of a reference, the assessment of the costs incidental to the reference and award respectively will be at the discretion of the arbitrator. Subject to as aforesaid, the Arbitration and Conciliation [Amendment] Act, 2015 amended up to date and the rules there under and any statutory modification thereof for the time being in force will be deemed to apply to the Arbitration proceedings under this clause. The arbitrator will be requested to give a reasoned award. The venue of arbitration will be the place from which formal Acceptance of Tender is issued or such other place as the purchaser at his discretion may determine.

- s) The goods under supply must be fully insured against any loss or damage during transit or storage. Insurance shall be taken for 110% of value of the contract.
- t) The supplier/ contractor should have proper and valid license/ right to the use of and/ or supply the product/ services for their design, material or manufacturing and its patent, trademark or industrial design rights in the purchaser's country. The supplier/ contractor should safeguard the interest of the purchaser from any third party claim towards the infringement of same and indemnify the purchaser.
- u) The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interlay during and after the contract period out of:
- I. Any negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or incidental to this contract or
  - II. Any breach of any of the terms of this contract by all Vendors or any sub-contract or third party.
- V ) After delivery, installation and testing, the vendor will have to register the product with the respective OEM's web site and confirm genuines of product and warranty.

- x) **Attached following formats while submitting the tender:-**
- **The Manufacturers Authority Certificate (Format as prescribed in Annexure A) for each product (for both Hardware and Software) has to be submitted.**
  - **Declaration of blacklisting (Format as prescribed in Annexure B) on Rs 100/- stamp paper has to be submitted.**
  - **The bidder must submit NO - DEVIATION STATEMENT mentioning the make & model of the item (wherever applicable) quoted in the bid. No Deviation statement of specification of the equipment shall be offered giving details of specification in the (Format as prescribed in Annexure C).**
  - **Format F for performance of DVET.**

2) Formats of **Annexures (A,B,C,D E, F & G)** are uploaded with the Buyer uploaded ATC document.

3) For OEM and Bidder please provide **turnover** for the year of **2019-2020, 2020-2021 and 2021-2022.**

4) For **EMD reimbursement**, mention **Bank details** also while uploading the tender.

FOR SPLIT AND CASSTTE AC WARRANTY CAN BE MORE THAN ONE YEAR AS PER STANDARD

## 12. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**