

SHRI GURU GOBIND SINGHJI
INSTITUTE OF ENGINEERING & TECHNOLOGY,
VISHNUPURI, NANDED - 431 606



e-TENDER DOCUMENTS

For

Supply & Installation of CASSETTE AC

For

Central of Excellence Lab

e-Tender Notice No.

SGGSIE&T/Stores-2264/CASSETTE AC/COE/2016-17 Date 13/08/2016

e-Tenders available on

Web sites <https://dte.maharashtra.etenders.in>

Institute Web site <http://www.sggs.ac.in>

File No. Stores-2264/CASSETTE AC/COE/2016-17

Price of e-Tender Documents Rs. 2,000/-

**SHRI GURU GOBIND SINGHJI
INSTITUTE OF ENGINEERING & TECHNOLOGY,
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File No. SGGsIE&T/Stores-2264/CASSETTE AC/COE/2016-17

Date 13/08/2016

NOTICE FOR INVITATION OF e-TENDER

1. The institute invites online tenders/quotations for **Supply & Installation of CASSETTE AC for Central of Excellence Lab** at our institute from **Manufacturers, Authorised Dealers, suppliers** who have registered under Shop Act & Central Sales Tax Act /VAT as **manufacturer / Authorised Dealers, suppliers of the same material/equipment**; details as per the e-Tender Notice published in News paper. (**Press note** enclosed here with).
2. The Terms and conditions, which are Govern the contract made on behalf of the institute, are also enclosed.
3. The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully before quoting the rates in quotations / Tender Schedule and comply with the same.
4. The Tenderer should satisfy & comply all the Terms & conditions and instructions, which are mentioned in the e-Tender Notice and in this e-Tender document and there after amendments made if any.
5. The institute reserves the right to delete any item or items or to increase or to decrease the quantity of any item or items from the e-Tender Schedule.
6. All the rights to increase or decrease the quantity of the required item is reserved, the right to cancel any item or items is reserved with the institute.
7. **The right to accept or reject any / or all the tenders/quotations from any or all parties without assigning any reason is reserved.**

**Sd/-
DIRECTOR
Shri Guru Gobind Singhji
Institute of Engg. & Tech.
Vishnupuri, Nanded.**

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.



Press note
SHRI GURU GOBIND SINGHJI
INSTITUTE OF ENGINEERING AND TECHNOLOGY,
VISHNUPURI, NANDED 431 606

File No. SGGSI&T/Stores-2264/CASSETTE AC/COE/2016-17

Date 13/08/2016

e-TENDER NOTICE

Online Tenders / quotations are invited for Supply & Installation of **CASSETTE AC** for **Central Of Excellence Lab** of this institute from manufacturers/Authorised Dealers, suppliers those who have registered under Shop Act, Sales Tax / VAT for required goods. The e-Tender documents containing all detailed **specification of the Equipments & Tender's Terms and conditions** will be available on the web sites <https://dte.maharashtra.etenders.in> & <http://www.sggs.ac.in>. Vendors can download and submit their tenders online only from <https://dte.maharashtra.etenders.in> **e-tender** document's fees **Rs. 2,000/-**.

EMD is Rs. 19,000=00

All tenders should be submitted on or before **online key schedule** & technical bids will be opened on **as per key schedule**.

The right to accept or reject any or all the quotations / tenders from any or all parties without assigning any reason is reserved.

**Sd/-
Director**

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

Tender Schedule : (Key Dates)

Seq. No.	SGGS Institute of Engg. & Tech. Vishnupuri, Nanded Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Remark
1	Release of tender	--	09-08-2016 10:00	12-08-2016 23:00	Authorizing online by Institute official
2	--	Download of bidding document	13-08-2016 01:00	25-08-2016 10:00	Download of tender document from web portal to participate in tender.
3	--	Online bid preparation and hash submission	13-08-2016 01:01	26-08-2016 10:00	Bidder has to attach all documents including price proposal for completing the stage and generate bid code. After completing this stage. Bidder will get message of completed in online sequence. Please note completing this stage does not mean that your activity is over. After closing of tender by official, bidder have to complete Online bid data decryption and re-encryption stage to complete his entire process. The bidder who completes online bid preparation and hash submission stage as per schedule only his bid will be considered for bid submission.
4	Close for technical bid		26-08-2016 10:01	26-08-2016 18:00	Institute activity after which bidder has to go for Online bid data decryption and re-encryption.
5	Close for finance bid		26-08-2016 10:01	26-08-2016 18:00	Institute activity after which bidder has to go for Online bid data decryption and re-encryption.
6		Online bid data decryption and re-encryption	26-08-2016 18:01	29-08-2016 10:00	This means final control transfer to department.
8	Opening technical bids	--	29-08-2016 10:01	30-08-2016 18:00	Envelope – 1 (Technical Envelope) opening by department and short listing of bids.
9	Opening finance bids	--	29-08-2016 10:01	30-08-2016 18:00	The bidders who qualify in Envelope -1 their Envelope – 2 (Commercial Envelope) get opened online in this stage.

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e-TENDERING PROCEDURE

Blank Tender Forms

Tender Forms can be purchased from the e-Tendering Portal of SGGSI&T., Nanded. i.e. <https://dte.maharashtra.etenders.in> after paying Tender Fees via online mode as per the Tender Schedule.

The tender submitted by the vendor shall be unconditional. Conditional tenders shall be summarily REJECTED.

All vendor/bidder are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as nonresponsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1& 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

Vendor/bidder should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <http://maharashtra.etenders.in/mah/DigitalCerti.asp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

The Vendor/bidder have to make a payment of **Rs 1,054/-** online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:

Landline No. - 020 -30187500 or mail us at support.gom@nextenders.com

Vendor/bidder should install the Mandatory Components available on the Home Page of <https://maharashtra.etenders.in> under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'

Guidelines to Bidders on the operations of Electronic Tendering System of SGGSI&T., Nanded.
<https://dte.maharashtra.etenders.in>

Pre-requisites to participate in the Tenders processed by SGGSI&T., Nanded.

1. Enrolment and Empanelment of Vendors on Electronic Tendering System:

The Vendors interested in participating in the Tenders of SGGSI&T., Nanded. Processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of DTE in an appropriate class of registration. The empanelment will

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have to be approved by the respective officer. Only empanelled vendors will be allowed to participate in such tenders.

The Vendors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section e-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

The bidder who is exempted for EMD shall Select EMD Exempted option under registration category while filling/Editing the online Enrollment form, to avail the EMD exemption in tender process. **However SGGSI&T., Nanded. Reserves all right to disallow EMD exemption clause.**

2. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Vendor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Vendor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need . In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000. Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Vendors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

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3. Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Vendors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

4. Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Vendors is required be set up. The Vendors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The Utilities are available for download freely from the above mentioned section. Vendors are requested to refer to the e-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

5. Payment for Service Provider Fees:

In addition to the Tender Document Fees payable to SGGSI&T., Nanded. The Vendors will have to pay Service Providers Fees of Rs. 1,054/- through online payments gateway service available on Electronic Tendering System. For the list of options for making online payments, the Vendors are advised to visit the link E-Payment Options under the section e-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System

Steps to be followed by Vendors to participate in the e-Tenders processed by SGGSI&T., Nanded.

1. Preparation of online Briefcase:

All Vendors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Vendors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Vendors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Vendors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Vendors are advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore, the Vendors are advised to keep the documents ready in the briefcase to ensure timely bid preparation

Note: Uploading of documents in the briefcase does not mean that the documents are available to SGGSI&T., Nanded. At the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

2. Online viewing of Detailed Notice Inviting Tenders:

The Vendors can view the Detailed Tender Notice along with the Time Schedule (Key

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Dates) for all the Live Tenders released by SGGSI&T., Nanded. On the home page of SGGSI&T., Nanded. e-Tendering Portal on <https://dte.maharashtra.etenders.in> under the section Recent Online Tender.

3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

4. Online Bid Preparation and Submission of Bid Hash (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS , NEFT or payment gateway. For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid e-Tender.

Note:

* **Realisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.**

* **NEFT/RTGS option will be depend on the amount of EMD.**

* **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.** Submission of Bids will be preceded by online bid preparation and submission of the digitally Signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Vendors are required to enter the data and encrypt the data using the Digital Certificate.

In the uploadable document type of templates, the Vendors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a. The Vendors upload a single document or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The by bid hash values are digitally signed using valid **Class – II or Class – III** Digital Certificate issued any Certifying Authority. The Vendors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid data is generated, the Vendors cannot make any change / addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

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5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut – off time of Bid Preparation and Hash Submission stage to be completed by the Vendors has lapsed, the Tender will be closed by the Tender Authority. The Tender Authority from SGGSI&T., Nanded. shall generate and digitally sign the Super Hash values (Seals).

6. Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from SGGSI&T., Nanded. has lapsed, the Vendors have to make the online payment of Rs. 1,054/- towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Vendors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Vendors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage. The Bid Data and Documents of only those Vendors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Vendor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-encrypt the Bid data / submit documents during the stage of Decryption and Re-encryption of Bids (submitting the Bids online).

7. Shortlisting of Vendors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Vendors and after scrutinizing these documents will shortlist the Vendors who are eligible for Financial Bidding Process. The shortlisted Vendors will be intimated by email.

8. Opening of the Financial Bids:

The Vendors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Vendors shall be available on the DTE {SGGSI&T., Nanded.} e-Tendering Portal immediately after the completion of opening process.

9. Tender Schedule (Key Dates):

The Vendors are strictly advised to follow the Dates and Times allocated to each stage under the column "Vendor Stage" as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the Tender stages **may be extended**.

Terms and Conditions For Online-Payments

File no. No. SGGSI&T/Stores-2264/CASSETTE AC/COE/2016-17

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The Terms and Conditions contained herein shall apply to any person ("User") using the services of SGGSI&T., Nanded, Maharashtra hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with e-Tendering Service provider and Payment Gateway Service provider through SGGSI&T., Nanded, Maharashtra website i.e. <http://dte.maharashtra.etenders.in>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User. Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offers.

General Terms and Conditions for E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's Website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Term and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed

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superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the

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Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
(ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions :

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

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4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

i. Choose a new password, whenever required for security reasons.

ii. Keep his/ her User ID & Password strictly confidential.

iii. Be responsible for any transactions made by User under such User ID and Password. The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the foresaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

4. The User agrees that any communication sent by the User vide e-mail, shall imply release of

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the Use.

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

SHRI GURU GOBIND SINGHJI
INSTITUTE OF ENGINEERING & TECHNOLOGY,
VISHNUPURI, NANDED. 431 606

File No. SGGsIE&T/Stores-2264/CASSETTE AC/COE/2016-17

Date 13/08/2016

INSTRUCTIONS TO TENDERERS

1. The Tenderer should submit quotations / Tenders in online sealed envelope. Please note no EMD exemption will be considered and all interested bidder have to pay **EMD Rs. 19,000=00** by online payment gateway
2. We are giving here with Tender Schedule with **specifications of the CASSETTE AC required for the Central of Excellence Lab of the institute. Your quoted goods/material & accessories/allied components should be strictly as per our specifications**, and should be given with detailed specifications in writing on your letter head **along with catalogue. (file size limit is up to 2MB per attachment)**
- 4 **Tenders / Quotations received late will not be considered.**
- 5 Online super scribed **“Quotation for CASSETTE AC for COE Lab”**
- 6 The Technical Bids will be opened and scrutinized online as per key dates, technically qualified vendors price bid will get opened as per online schedule.
- 7 All the terms and conditions are enclosed herewith.
- 8 The Tenders / quotations should be strictly **as per the G.R. of Maharashtra Govt.** for two Bid systems, bidder should quote rate as per the specification provided by Tender calling authority.
- 9 Procedure for submission of quotations: -
Tenderer should note that they will have to submit as per online envelopes
- 10 **a) ENVELOPE No. 1 [TECHNICAL TENDER ENVELOPE / TECHNICAL BID]:** The first Envelope is T1 ie **“ENVELOPE No. 1” for CASSETTE AC for COE Lab** shall be consisting of the following documents.
 - i) **EMD:- Should be paid online and receipt should be uploaded in technical envelop. No EMD Exemption will be given to anyone in any case.** EMD amount is **Rs. 19,000=00**, which will be refundable after 90 days without interest from the date of opening of the quotations. SGGsIE&T., Nanded will not be kept responsible for any delay in refund of online EMD due to any technical reason.
 - ii) The attested copies of the Registrations under Shop Act and Sales Tax Act / VAT; Registration should be attached along with Envelope No. 1.
 - iv) The statement as per above clause No.8 in following format.

Specifications as per Tender Notice	Acceptance of full filling specifications
1	2

- v) **Sales tax / VAT clearance certificate [attested copy] should be attached with the technical bid. [Envelope No.1].**
- vi) **Original manufacturers certificate** as they are manufacturing the quoted equipments.
- vii) **Authorised Dealership Certificate** from manufacturer. if necessary
- viii) **Income Tax Returns “SARAL” certificate.**

b) ENVELOPE No. 2 [Commercial Bid / envelope for Rates]: -

The second Envelope is C1 Envelope for Quoting Price Proposal of **“CASSETTE AC for COE Lab”**

Envelope No.2 Commercial Bid should be uploaded online only and contain Price Proposal only.

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

Note: - In no case manual envelopes will be considered. All vendors have to submit proposals online only at <https://dte.maharashtra.etenders.in>

11 The Tenderer should note that in case Envelope No. 1 does not full fill any requirement like tender fees, EMD, registration of Shop under Shop Act and Sales Tax / VAT. Registration Certificate / Sales Tax clearance Authorisation from Manufacturer or any documents required as per technical bid the Envelope No.2 will not be opened and the offered quotation will be liable for rejection.

12 The tenderer should **quote the rates on quotation/our enclosed Tender schedule duly signed online with valid digital certificate.** Vendors should not quote the rates anywhere directly or indirectly in Envelope No. 1.

13 If there is any correction in quotation, it is allowed at bid preparation stage only, once time for bid preparation is over no corrections will be allowed.

14 Tenderer must follow all instructions, terms and conditions. If he fails to follow any of the conditions, and instructions, his / her Tender / Quotation are to be liable for rejection.

15 Tenderer, whose Offer is found to be the best as per clause No. 1 & as per our specifications, will be informed about the same, He will have to deposit 5% amount of total quantity as Security Deposit (S.D.); after receipt of S.D. orders will be placed.

16 If the Tenderer is manufacturer or authorised dealer and the item is the PROPRIETARY item then they should furnish the “PROPRIETARY ITEM CERTIFICATE” along with the quotation /Tender.

Sd/-
DIRECTOR
SGGSIE&T
NANDED

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

**SHRI GURU GOBIND SHINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY,
VISHNUPURI, NANDED. 431 606**

File No. SGGsIE&T/Stores-2264/CASSETTE AC/COE/2016-17

Date 13/08/2016

TERMS AND CONDITIONS

1. The rates should be quoted online as F.O.R. Destination at our **Vishnupuri, Nanded.**
2. The Excise Duty, Central Sales Tax / Maharashtra Sales Tax/VAT, if any tax, Levis, Freight, Packing, Forwarding and Insurance Charges etc. etc. that must be incorporated in quoted amount.
3. No additional amount will be considered or paid excluding rates quoted by bidder.
4. The validity period for the rates offered should be clearly mentioned and it should be minimum 180 days from the date of opening of a items quoted should be confirms our specification, in addition, please furnish your detailed specifications against each item, the relevant catalogue/pamphlet should be necessary to accompany with the quotations; if any deviations in the specifications then please submit the statement duly signed as mentioned in "Instructions to Tenderer", clause No.8 and clause No. 9 (iv).
5. The delivery period should be clearly stated.
 - a) Liquidated Damages: Firm should have to quote the delivery period clearly from the date of receipt of order or confirmed order.
 - b) If supplier fails to supply the ordered material within the scheduled delivery period, for late delivery of goods we will entitled to recover the liquidated damages as a sum equal to ½ percent of the price of stores delivered late per week.
6. Extension of Delivery period: The delivery period as mentioned in purchase order may be extended.
 - i) If the completion of supply of goods/components/equipments/etc is Delayed due to reasons such as act of God, act of Public enemy, Wars, Act of Government, Fires, Floods, Epidemics, Quarantine, Restrictions, Strikes and Freight embargoes the delivery period may be extended.
 - ii) Supplier will have to give notice within 10 days to this institute in writing of his claim for an extension of the delivery period. After receipt of such notice and verification; if necessary the delivery period will be extended but without prejudice to other terms and conditions of the purchase order and Tender notice/Tender document's conditions.
 - iii) If supplier has delivered material even after expiry of extended delivery period then we will be entitled to recover the liquidated damages.
7. The instructions manual for each equipment/components/machinery/material should be supplied separately with each item/s supplied.
8. Supplier's Technician/Engineer on free of cost must carry out the demonstration and installation at our site.
9. The institute reserves the right to accept any/all quotations, reject any/all quotations and to order any of the item/s in any quantity without assigning any reason.
 - a) The institute reserves the right with itself to delete any item/s from Tender Enquiry.
10. The items will be checked at the institute and acceptance is subject to the approval of the institute.
11. If the supply of goods/equipments/material or any part there of is rejected by the institute, the supplier will have to bear all expenses incurred in the matter including all charges for return and replacement of the items. The rejected material/ equipments/parts of equipments should be got it back by supplier on their own cost.

12. PAYMENT CONDITION:-

[Send Your Bank Details i. e. name of Bank, IFSC code, mobile number etc]

*** For equipments and instruments/components etc those items are required to installed and demonstrated at this institute:**

I. 90% payment on demonstration of satisfactory working and installation of instruments/equipments/goods/components and balance 10% after 30 days for balance 10% payment firm has to submit separate bill/invoice.

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

*** For the items those need not to install and demonstrate at this institute:**

- II.** 100% payment will be released after receipt of material in good condition and approved by this institute.
13. Inspection of Goods: - The ordered equipments/goods/instruments will be inspected if required by our representative at your workshop/show room before despatch of goods.
- a) The supplier should inform the date of inspection in advance by 10 days.
- b) The supplier will have to provide free lodging and boarding facilities to our representative who would carryout inspection.
14. The equipments should be guaranteed for minimum one year from the date of installation of the goods.
15. The repairs within the guarantee period must be carried out at own cost of supplier.
16. If any damages in transit, that should be repaired / or equipments should be replaced by the supplier of their own cost.
17. The gate pass of excise duty must be supplied in duplicate.
18. Demurrage: - If any demurrage will be charged due to any delay any other reasons from supplier; then the same should be beard by supplier or it can be deducted from their final payment.
19. Mode of Despatches: - Equipments/Stores/Components/Machineries should be despatched by Railway or Road Transport as per availability of facilities. The road transporters office / Godown must be available at Nanded City. A copy of the invoice / bill and packing list should invariably be kept inside each of the packages.
20. The package should be marked as follows
- I) Consignee: - Director, S.G.G.S. Institute of Engg. and Tech., VISHNUPURI, NANDED – 431 606 (MAHARASHTRA)
- II) Purchase Order No. _____ Date _____ Department. _____ R.R. /L.R. No. _____ Number of cases/packages _____ S.G.G.S. Institute of Engineering and Technology, VISHNUPURI, NANDED (M.S.) Destination: Nanded.
21. Cancellation of purchase orders: - institute reserves the right to cancel the purchase orders on following grounds.
- a) If supplier fails to supply the goods/equipments/machinery/components within the delivery period without confirmation of extension of the period from the institute or without obtaining the permission for extension of delivery period.
- b) If the supplier fails to supply the goods within extended delivery period.
- c) If supplier fails to follow the terms & conditions and instructions as mentioned in the tender documents or conditions mentioned in purchase orders.
- d) If supplier found defaulter.
22. The institute has reserves the right to place an order for any party who is ready to supply on lowest rate for the items cancelled the order as above clause 21, and institute has reserves the right to place an order on 2nd lowest rate if any supplier not ready to supply on 1st lowest rate for items which order cancelled (which was placed on 1st lowest but party fails to supply).
- 23. Security Deposit:** - Successful tenderer will be informed that their quotation/Tender rates are acceptable to us, such Tenderer should deposit the **5% value** of the equipments/order value; in form of Demand Draft/Bank Guarantee in favour of Director, S.G.G.S.I.E.& T., Nanded, payable at State Bank of India, main branch, Vazirabad, Nanded or any Nationalised Bank at Nanded. The Security Deposit will be refundable after completion of 1 year from the date of complete payment of ordered items.
- 24. Exemption from security Deposit:** - The following tenderer s are exempted from the payment of Security Deposit
- I. If the Tenderer has produced a certificate from the Director of Supplies & Disposal, Bombay to affect that they are exempted from payment of Security Deposit.

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

1. The Security Deposit is liable to be forfeited in the event of non-fulfilment of terms and conditions by the tenderer.
- a) If any stores, equipment/all equipments or any parts of equipment Is/are damaged in transit, and not replaced by supplier within stipulated period as notified by institute. We will recover the damages and applicable expenditure will be deducted from balance payment of supplier or from Security Deposit; or Security Deposit will be forfeited.
25. All the replacement of stores/equipments shall also be guaranteed for a period of 12 month from the date of installation and demonstration.
26. If any short supply is found at the time of verification/inspection of material/checking of material on its receipt, the supplier will have to supply the material within 15 days. Non-compliance of the order will compel institute to recover the cost from balance payment.
27. Repeat order:- If necessary/any equipment/stores is required in additional number, the repeat order will be placed on previous purchase order. The supplier should have to supply the equipment/s, stores as per the previous rates.
28. Training: - If we required training facility to our representative/staffs the supplier should have to provide training facility on free of cost.
29. The origin of stores offered whether Indian or foreign and in the case of the former State in which it is manufactured should be clearly stated against each article/equipment.
- 30. IMPORTED EQUIPMENTS: -**
 - a) If any tenderer is going to quote the imported equipments, he should quote the rates in Indian currency (Rupees), and he should note that, if the item finalised to purchase they should supply at our door delivery and payment will be made in Rupees only.
 - b) If such equipments are in foreign currency and agent/or manufacturer/dealer has quoted the equipments. The Tenderer should have to quote the rates, all charges, Freight, Insurance clearly. F.O.R. VISHNUPURI site; If finalised to purchase the imported equipments, he should do the all Import formalities; and must be followed all other conditions of Tender Notice/documents and purchase orders; and the tenderer has to supply at our site.
31. **Rate Contract: -** If the item/s is/are covered under DGS&D Rate contract, the tenderer should quote DGS&D Rate contract number, furnish the copy of the Rate contract and other relevant particulars.
32. **Disputes: -** If any disputes or differences, questions what so ever arises the same subject to Nanded Jurisdiction.

**Sd/-
DIRECTOR
S.G.G.S.I.E. & T., Nanded**

Encl. Tender schedule

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

SHRI GURU GOBIND SINGHJI
INSTITUTE OF ENGINEERING & TECHNOLOGY,
VISHNUPURI, NANDED. 431 606

e-TENDER SCHEDULE

Tender notice no. SGGSI&T/Stores-2264/CASSETTE AC/COE/2016-17

Date 13/08/2016

Dept.: COE Lab.

File No. Stores-2264/CASSETTE AC/COE/2016-17

Name of the Head of Stores: Equipments /Non – Recurring [Dead Stock]/ Recurring

Note: Please read carefully all instructions, required specifications, Terms & conditions before quoting the rates.

Sr. No.	Name of the Equipment & Technical Specification of the equipment	Req. Qty.	Rate	Unit	If any Taxes / Charges please mention here	Total Amount	Remark/ Make
1	CASSETTE AC: 4.0 TR; Cooling Capacity 48000 BTU/hr, 14064 Watts; CompressorType TWIN ROTARY; Rated Power Supply: 400/50/1 Volts/Hz/Phase; Total Power Input: 4450 Watts; COP 3.18 W/W; Current, Drawn: 9.34 Phase Amps , Fan SPed: 4 No. of Steps; Air flow: 900 CFM,(HIGH); Sound Level : 43 dBA (H/L); Dimension (IDU) 840 x 300 x 840 W,x H x D (mm) Dimension (ODU) Dimension (IDU) : 950 x 740 x 460 W x H x,D (MM); Dimension (Panel); 950 x 55 x 950 W x H x D (mm) ; Net ,Weight : 30/90 Kg; Connecting Pipe Size :3/4” & 1/2” Inch; Remocom : LCD Cordless Type. Air conditioners work in ambient temperature up to 52°c. With Copper Connecting Pipe Approx. 55” , fabrication stand , with installation	04 Nos					

I / we agree to the all above terms and conditions of Tender documents and required specification of the items as per above tender schedule of the **e-Tender notice No. SGGSI&T/Stores-2264/CASSETTE AC/COE/2016-17 Date 13/08/2016**

Name of the firm:

Seal of the firm:

Signature of Tenderer: _____

Quotation no.: _____

Date: _____

Details of Certificate & documents attached [pl. mark as√]

1. Shop Act Registration
2. Sales Tax /Central Sales Tax /VAT Registration Certificate.
3. Sales Tax/Central sales tax/VAT Clearance certificate
4. Format No. 3 & 4 “List of Users, Proforma for performance of bidder” for as per Tender document.
5. Copy of Income Tax returns.
6. Manufacturer’s should certify that the items quoted are manufactured by them only.
7. Authorized dealership certificate
8. **EMD is Rs. 19,000=00 need to be paid online and receipt should be uploaded.**

File no. No. SGGSI&T/Stores-2264/CASSETTE AC/COE/2016-17

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

INSTRUCTION TO BIDDERS_e-Tendering

(To be printed on the letter head of the firm)

FORMAT3

No.
Date.

LIST OF USER

List of users other than this Department (other than DTE) for verifying the quality of the equipment being supplied and after sales service rendered by the manufacturer.

Name of Item:-

Model No.

Sr, No.	Name and Address of the User	Contract person	Contract no, mobile no and e-mail address of the contract person	Purchase order no with date	Quantity Purchased	Any Complaints/queries court matter etc in this regard?

Signature of Manufacturer/Bidder with a Seal

INSTRUCTION TO BIDDERS_e-Tendering

File no. No. SGGSI&T/Stores-2264/CASSETTE AC/COE/2016-17

e-Tender documents for Supply & installation of CASSETTE AC for COE Lab.

FORMAT 4

PROFORMA FOR PERFORMANCE OF BIDDER (To be given by other customers of the bidders) (5 separate such certificates are to be produced.)

Certified that performance of the equipment supplied and after sales service provided by M/s.

_____ for last 3 Years is as given below :-

Sr, No.	Name of Equipment	Supply Order No. & Date for 3 recent Years	Date of Delivery	No. of failures during warranty period (Please Give details)	No. of failures after expiry of warranty period (Please Give details)	After sales service provided by supplier ** Unsatisfactory /Satisfactory/Good	Remark Please attach service reports of the supplier
1	2	3	4	5	6	7	8

Signature of Manufacturer/Bidder with a Seal