Government of Haryana

OFFICE OF CHIEF EXECUTIVE OFFICER, MDA, NUH

Ph. No. 01267-271461, 271179

NAME OF ITEMS: **Rate Contract for Supply of Dual Desks for Government Schools of District Nuh & Hathin Block District Palwal**

Mewat Development Agency, Nuh

Online tenders are invited in two stage bid system i.e. technical bid and Financial Bid as per the details given below in Schedule-A

SCHEDULE-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Reference no.	
2	Estimated cost of tender	Rs. 150.00 lakh
3	Online Bid Preparation & submission.	On or before_____ submission up to 18:00Hrs.
4	Date & time of opening of Technical Bids/s.	On_____at11:30Hrs.
5	Date & time of opening of Financial Bids/s	To be decided later on
6	Tender Fee:	
	For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village industries unit eligible as per the Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII (1) dated 20-10- 2016 and for Startups/first generation Entrepreneurs as notified vide G.O. No.2/2/2016-4IB-II dated 03.01.2019	NIL
	For remaining bidders both from the Haryana and Non-Haryana	Rs.1000/-
7	Earnest Money Deposit (EMD)required:	
	For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the Haryana state procurement policy for MSME-2016 notified vide G.O.No.2/2/2016-4IBII (1) dated 20-10-2016 and for Startups/first generation Entrepreneurs as notified vide G.O. No.2/2/2016-4IB-II dated03.01.2019	NIL
	Central or Haryana Public Sector Enterprises and approved sources as declared by the Industries Department, Haryana	NIL
	For remaining bidders both from the Haryana and Non Haryana	Rs. 300000/-
8	E-Service Fee	1000/-+GST
9	Bid Validity	120 Days from opening of technical bid

A. INFORMATION TO THE BIDDERS:

The Bidder/Firms can download the tender documents from the Portal: https://etenders.hry.nic.in.

1. Date and Time of making payment of tender fee, earnest money deposit (EMD) and e- service fee is as under:

A	Online submission of EMD, Tender fee &e-Service Fee **Option-1: Through Net Banking and Debit card**	On or before last date of submission of Technical Bids
B	Online submission of EMD **Option-2: Through RTGS/ NEFT-** *(In case of above, the bidder has to pay Tender fee & e-Service fee Through Net Banking and Debit card as per the given date & time schedule)*	

2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidder/Firms are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidder/Firms should follow Point No. 2 under instruction to Bidder/Firm on Electronic Tendering system and available link: https://etenders.hry.nic.in.
3. The Bidder/Firms shall have to pay for the Tender Documents Fee, EMD Fees & e- Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between Bidder/Firms and online payment authorization networks.
4. The Bidder/Firms must have Net Banking account in order to pay Tender Document Fee and e-Service Fee.
5. **Payment of Tender Fee:** -The payment for the Tender Documents Fee shall be made by the interested Bidder/Firm online directly through Net Banking with the available Banks at e-GRAS e-Payment Gateway.
6. **Payment of e-Service Fee:** -E-Service Fee payment shall be made separately by the interest Bidder/Firms/Bidder/Firms online directly

through Net Banking Account.

7. **Payment of EMD:** -The payment of EMD can be made through Net Banking or RTGS/ NEFT as per details at Para-2 above. In this regard, please refer to online payment guidelines available at the linkhttps://etenders.hry.nic.in.
8. Intending Bidder/Firms will be mandatorily required to sign-up online (create user account) on the website https://etenders.hry.nic.in to be eligible to participate in the e-Tender. In case the intended Bidder/Firm fails to pay EMD fee under the stipulated time frame, he/she shall not be allowed to submit his/her bids for the respective event/Tenders.
9. In case of payment of EMD through RTGS/NEFT, the interested Bidder/Firms must remit the funds at least T+1 working day (Transaction + One Day) in advance and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended Bidder/Firm. Agency thereafter will be able to successfully verify their payment online, and submit their bids in or before the expiry date & time of the respective events. Tenders at https://etenders.hry.nic.in
10. However, the details of the EMD, Tender document Fee & E Service Fee are required to be filled/ provided at the time of online Bid Preparation.
11. Online Technical Envelope–Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided as per Annexure-IA of this document.
12. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.

B. Brief Description of Procuring/Rate Contract item:

S.N.	Description of Stores	Quantity of Rate Contract item	Place of Delivery
1	Rate Contract for supply and installation of Duel Desks in Government schools of District Nuh and Hathin Block of District Palwal	On Annual Rate Contract Basis	Government schools of District Nuh and Hathin Block of District Palwal

The detailed technical specifications/description of the above stores is available at Annexure-I of this document.

C. Specific Terms & Condition/Eligibility Criteria:

S.N.	Name of Eligibility Req.	Specific Requirement	Document Required
1.	Legal Entity	The bidder shall be an OEM and must be engaged in the relevant field for a minimum period of 03 years.	Relevant documents be uploaded
2.	Experience & Performance	The OEM must have relevant experience in the supply and installation of school/office furniture items during any one of the last three financial years i.e., 2023-24, 2024-25, and 2025-26 and up to the bid due date. The OEM must have satisfactorily completed at least one of the following types of work during the above-mentioned period: Single order costing not less than 100 lakh Or Two orders costing not less than 75 lakh each Or Three orders costing not less than 50 lakh each Or Total (cumulative) work orders of Rs. 150 lakh in last 03 years	Relevant documents be uploaded

3.	Turnover	The minimum average annual financial turnover of Rs. 300.00 lakh of the OEM during the last three years i.e. 2023-24, 2024-25 & 2025-26 ending on 31st March of the previous financial year, should be as indicated in the bid document. The bidder should have a positive net worth, as per the latest audited financial statement.	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.
4.	Legal and Tax Compliance	The OEM must have: • PAN card • GST Registration Certificate	Copy of PAN card and GST Registration certificate be enclosed.
5.	Certification	The OEM should have valid ISO 9001 certificate	Certificate must be uploaded.
6.	Non-Blacklisting Declaration	The bidder must submit a notarized affidavit confirming that: ·Neither the bidder nor its directors have been blacklisted, debarred, or disqualified by any government body, PSU, or international organization in the last three (3years)	Affidavit on Non-Judicial Rs. 100/- Stamp Paper duly certified by confirming the same, should be enclosed
7.	Technical Specifications and Compliance	The bidder must submit a complete technical catalogue an item-wise compliance statement matching the tender's specifications.	Relevant documents be uploaded

In case of non-submission of the required Eligibility Documents, the bid of the firm will not be considered, and no further chance will be given for the submission of these documents. However, clarification, if any, of already submitted documents may be obtained in case required as per the rules.

D. Standard Terms and Conditions:

1. All the annexures (**Annexure-1 to 12, including Schedule-B of Supply**) as part of this present DNIT, are available on portal (https://dsndharyana.gov.in/downloads/) for ready reference under other documents of said tender.

2. **Procurement of Stores through Rate Contract System:-**

   Wherever MDA considers expedient that more than one supplier/ manufacturer should be kept on rate contract, it may so decide on a case-to-case basis subject to conditions available at Annexure '1'.

3. **EMD:-**

   The firms are required to deposit Earnest Money as indicated above failing which the tenders are liable be rejected. Manufacturing Micro & Small Enterprises (MSEs) of the State, Startups/First Generation Entrepreneurs of the State, Central or Haryana Public enterprises and approved sources as declared by the Industries Department, Haryana, are exempt from the deposit of EMD.

   The condition at Sr.No.7 of instructions to the tenderer of the TENDER FORM shall be deemed to be amended to this extent as per provisions contained at Para 13(i)(ii) of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (**Annexure-2**), Para no 3(A)(ii) of G.O. No. 2/2/2016-4I BII (1) of dated 20.10.2016 (**Annexure-3**) and Sr. No. 2 of the Table of G.O. No.2/2/2016-4IB-II dated 03.01.2019(**Annexure-4**) (or as amended from time to time in this regard). The condition at Sr. No. 6 of the annexure "A"- conditions with the "TENDER FORM" shall *Deemed to be cancelled.* (amendments with effect from may 28, 2010)

4. **Performance Security:**

   The successful Tenderer shall be required to deposit Performance Security Deposit as per provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4IBII(2) dated 20.10.2016 (**Annexure-5**) as under:-

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit

1	Haryana based firms:- (i) #Haryana Based Micro and Small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the value of contract (ii) @2% of the value of contract
2	Other States/UTs based firms	@5% of the value of contract
# Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items *And offering to supply the entire* Work/Supply Order by the or enterprise.		

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/ Banker's Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Nuh. The condition at Sr. No 8 of instructions to tenderer of the TENDER FORM ॥ shall be deemed to be amended to this extent as per provisions contained G.O. No. 2/2/2016- 4IBII(2) dated 20.10.2016(**Annexure-5**) (or as amended from time to time in this regard).

5. **Price Fall Clause:** Price fall clause will be as per **Annexure-10**. The same is that the price quoted in the tender/quotation or approved in the Rate Contract for the stores shall not exceed in any way the lowest price at which the Tenderer quote for the supply the stores of identical description to DGS&D, New Delhi/ State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at anytime during the delivery period/currency period, the successful Tenderer reduces the rates/sale price of the quoted stores to any person at the price lower than the price chargeable under the supply order/rate contract, the tenderers should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderers shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The Tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the Mewat Development Agency, Nuh and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

6. **Penalty to firm on Delay in delivery:** Should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value

of the stores supplied. The other details will be as per provision contained in Sr. No. 14 of schedule B {condition of Contract}

7. The bidders are required to quote the basic rates, the delivery/ transportation costs/ applicable GST and duties etc, and the place of billing for the supply of stores clearly and separately. The bidders are required to intimate the place of billing.

8. **Negotiation of Rates**

Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-IIdated 18.06.2013 (**Annexure-1**), G.O.No.2/2/2010-4-IB-II dated 16.06.2014 (**Annexure-6**), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (**Annexure-7**), G.O. No. 14/29/2023-6FA dated 26.05.2023 **(Annexure-7-A)** will be applicable.

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

10. **Penalty clause for rejected samples/material offered by the Bidder:**

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

11. **Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms:**

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 (**Annexure-9**), G.O. No. 2/2/2016-4IB-II dated 27.08.2021 (**Annexure-9-A**) and as amendment vide G.O. No. 14/16/2023-6FAdated19.06.2023(**Annexure-9-B**).All the bidders/ firms who want to make any representation/complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their **As per NIT/ Not as per NIT status.** They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

Preference to Make in India:- The public procurement in the State in reference to- preference make in India shall be governed by Govt. Order No.02/08/2020-4IB-II dated 18.11.2020 **(Annexure-11)** (or as amended from time to time in this regard)

12. **Restriction in Public procurement from bidders of certain Countries:-** The restriction on procurement from bidders from a Country or Countries on grounds of Defense of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No.02/09/2020-4IB-II dated 10.12.2020(Annexure-12) (or as amended from time to time in this regard).

13. **Sample Submission**

The bidder shall deposit only one sample of each item strictly as per the required specifications at the office of Mewat Development Agency, Nuh. The samples shall be submitted by the technically qualified bidders within 07 days of being called upon to do so. The samples approved by MDA and submitted by the successful bidder (L-1) shall be treated as the approved reference samples. The successful bidder shall supply the items throughout the contract period strictly conforming to the approved samples, including the same make, model, specifications and quality. No change or deviation shall be permitted without the prior written approval of MDA.

14. **Arbitration Clause**

The Arbitration if any will be decided as per the provision contained at Sr.No.18 of schedule B -Conditions of Contract

15. **Jurisdiction**

All disputes shall be subject to the jurisdiction of courts at Nuh, Haryana.

16. **Delivery:**

The delivery of items/goods needs to be completed strictly within 60 days of receiving the work/purchase order in Government Schools. Failure to deliver within the stipulated delivery period may result in a late delivery penalty @ Rs. 5000/- per day and further EMD and Performance Security being forfeited. Actual delivery is to be done at location mention in work order and the list of Government schools will be provided at the time of placing the order.

17. The bidder must agree to immediate free replacement in case any discrepancy is found concerning the quality/quantity of the material to be supplied by them.

18. There will be no separate packing and forwarding charges payable for supply.

19. The name of the suppliers should be mentioned on the supplied material.

20. The supplied products must be same as the sample passed.

21. The Rate Contract shall initially remain valid for a period of one year from the date of work order. Thereafter, the validity of the contract may be extended for further period of one year as may be mutually agreed upon by both parties, subject to satisfactory performance and the same terms and conditions or such revised terms as may be mutually decided.

22. **Inspection Criteria:**

(i) MDA shall be under no liability whatsoever for rejected items and the same will be at the sole risk of the successful bidder.

(ii) Rejected supplies shall be removed by the successful bidder at his own of the rejected goods will at vendor's risk expense after the information is given to him of such rejection, and failing such removal

27. **Payment:** 100% payment will be released after successful delivery and installation of all materials at Government Schools in District Nuh & Hathin Block of District Palwal (As per list of schools and quantity provided by the MDA separately) and satisfactory report.

28. MDA reserves the right to get the supplied dual desks tested for conformity with the prescribed specifications through any Government laboratory, Government institution, NABL-accredited laboratory, or any other authorized testing agency. The cost of such testing, if the supplied items are found non-conforming to the specifications, shall be borne by the supplier.

29. **Price:** The bidder has to quote the rates item-wise for the quantity as mentioned against each item inclusive of Packing, Forwarding & Freight, Insurance Charges, Loading, Unloading, Excise Duty/Customs Duty and applicable taxes etc. evaluation will be based on grand total of all kits/items. In case of non-submission of any sample/invalid sample of any item in respective Kits, the bidder shall not be considered further for evaluation purpose.

E. OTHER TERMS AND CONDITIONS

1. The firms are required to mention bifurcation of the rates showing the detail of Basic Rates, GST, Duties etc, in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of GST/ Duties ON THE CONTRACTED ITEM, no such increase will be allowed. However, if there has been any reduction in GST/Duties, the same will be availed. No variation in GST/Duties on raw material will be applicable.
2. All documents to be submitted by the tenderers with their offer should be self- attested in case the same are copies of original documents.
3. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debarring besides other penal action, if they withdraw their

offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.

4. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal https://etenders.gov.in/eprocure/app. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the technical bid.
5. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids and wherever required approval of samples. The date & time of opening of financial bids will be intimated in the due course.
6. The offer without prescribed Earnest Money, Tender Fee &E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision of CEO MDA.
7. The quantity of Stores can be increased or decreased.
8. Notwithstanding anything contained in the Tender, MDA reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Tender, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder the reason for such decision.
9. Other terms & conditions as contained in various Annexure/ Documents as available under the other folder on e-portal.

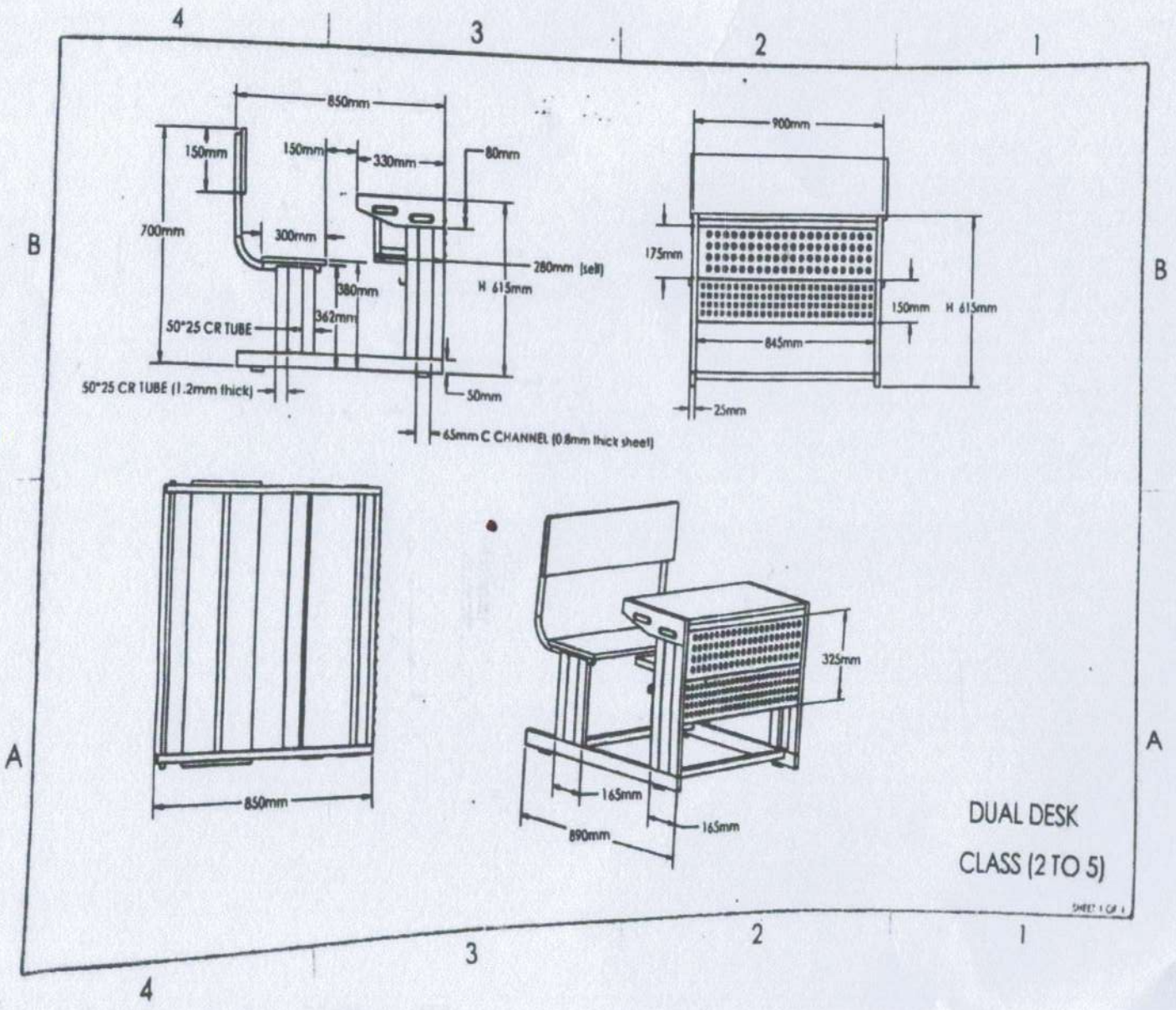
Dy. Chief Executive Officer
For & on behalf of MDA

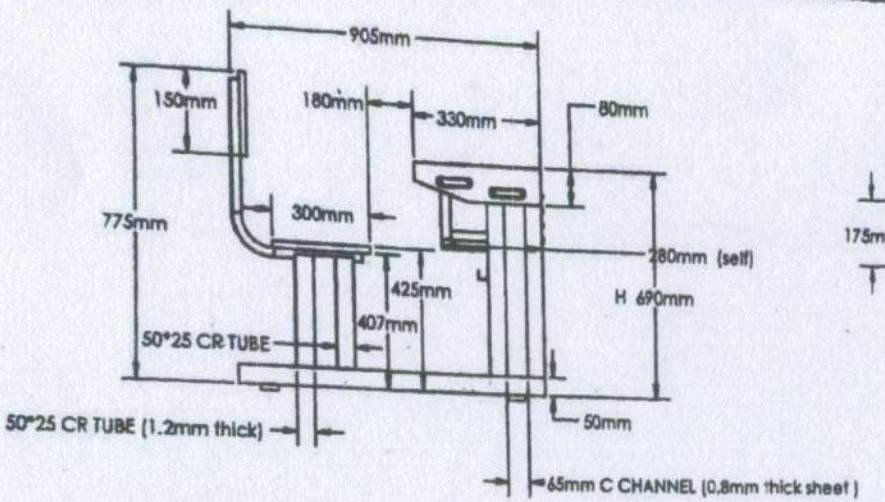
Annexure-I

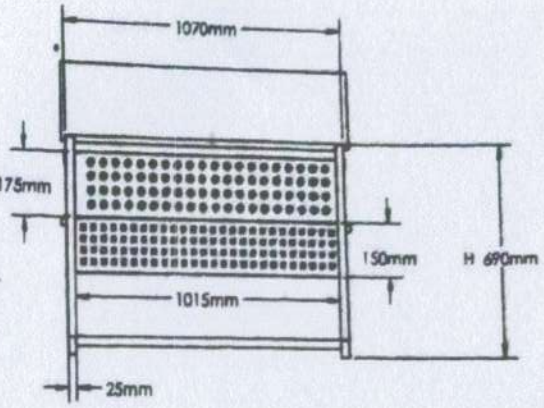
The detailed Specifications of the Store items as mentioned in Para B of the Schedule-A/ NIT are as under: -

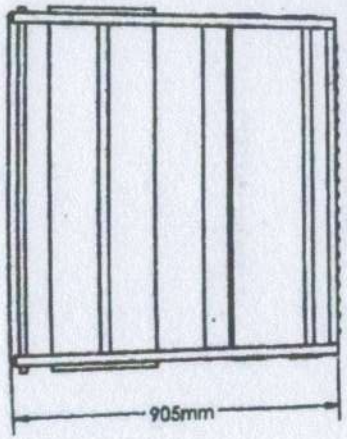
DETAILED TECHNICAL SPECIFICATIONS, RAW MATERIAL SPECIFICATIONS, QUALITY PARAMETERS AND MANUFACTURING REQUIREMENTS FOR DUAL DESKS:

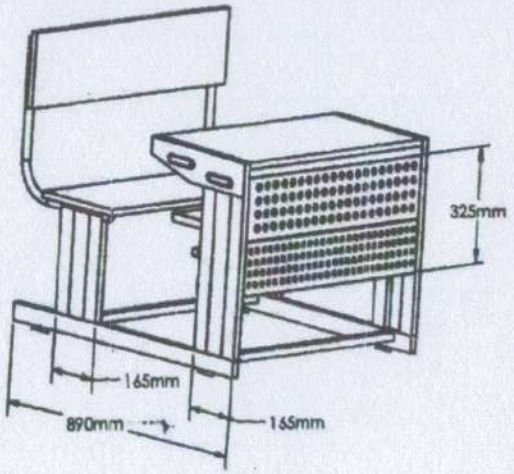
Description	Class	Size
Providing and placing/installing Dual Desks for classes 2 to 12, manufactured to the following specifications: Side pillars of the desk and bench shall be made of 165 mm width, comprising two side pipes of 50 x 25 x 1.2 mm and a centrally placed CRCA pressed "C" section of 65 x 0.8 mm. These components shall be welded to a base pipe of 50 x 25 x 1.2 mm having a length of 890 mm. The base pipe and side pillar shall be joined using C-clamps made of 2.0 mm-thick MS sheet, and there will be a minimum of 8 supports under planks fabricated from CRC tubes of 25x25 mm with a wall thickness of 1.2 mm and back supported with a 25 mm round tube of 1.2 mm wall thickness. Two front modesty panels will be provided, an upper modesty panel 175mm in height and a lower modesty panel, 150mm in height; the upper panel will be embossed with dimples, while the bottom panel will be perforated. Full-length support required in both modesty with the CRC tube of 20.0 mm x 20.0 mm x 1.0 mm. Additionally, a self will be included under the top of the desk, made of 0.8 mm-thick CR sheet. The desk planks will be made of 18 mm-thick pre-laminated board IS:14587 (density>850kg/m3) with 2 mm PVC edge binding on all sides. The dimensions of the planks will be 330 mm (Top Width), 300 mm (Seat Width), and 150 mm (Back Width). The desk structure will be welded. All metal parts will be securely welded to ensure optimal strength and safety. The desk will be delivered and installed as per the instructions of the MDA. Note: A dimensional tolerance of ±3% shall be permissible only for the overall dimensions of the dual desk. No tolerance shall be permissible in the minimum material thickness, minimum weight of the metal structure, minimum weight of the planks or any prescribed quality parameter.	2 to 5	Size- 900W x 895D x 615H/380mm The minimum weight of the metal structure should be 20.500 kg, and the weight of all the planks made up of IS:14587 (density >850 kg/m3) should be 10 Kg.
	6 to 8	Size- 1070W x 905D x 690H/425mm The minimum weight of the metal structure should be 22.500 kg, and the weight of all the planks made up of IS:14587 (density >850 kg/m3) should be 11 Kg.
	9 to 12	Size- 1070Wx 940D x H 760/460mm The minimum weight of the metal structure should be 23.0 kg, and the weight of all the planks made up of IS:14587 (density >850 kg/m3) should be 11 Kg.


4
3
2
1
B
A
850mm
150mm
150mm
330mm
80mm
700mm
300mm
280mm (seat)
H 615mm
380mm
362mm
50*25 CR TUBE
50*25 CR TUBE (1.2mm thick)
50mm
65mm C CHANNEL (0.8mm thick sheet)
900mm
175mm
150mm
H 615mm
845mm
25mm
850mm
325mm
165mm
890mm
165mm
DUAL DESK
CLASS (2 TO 5)





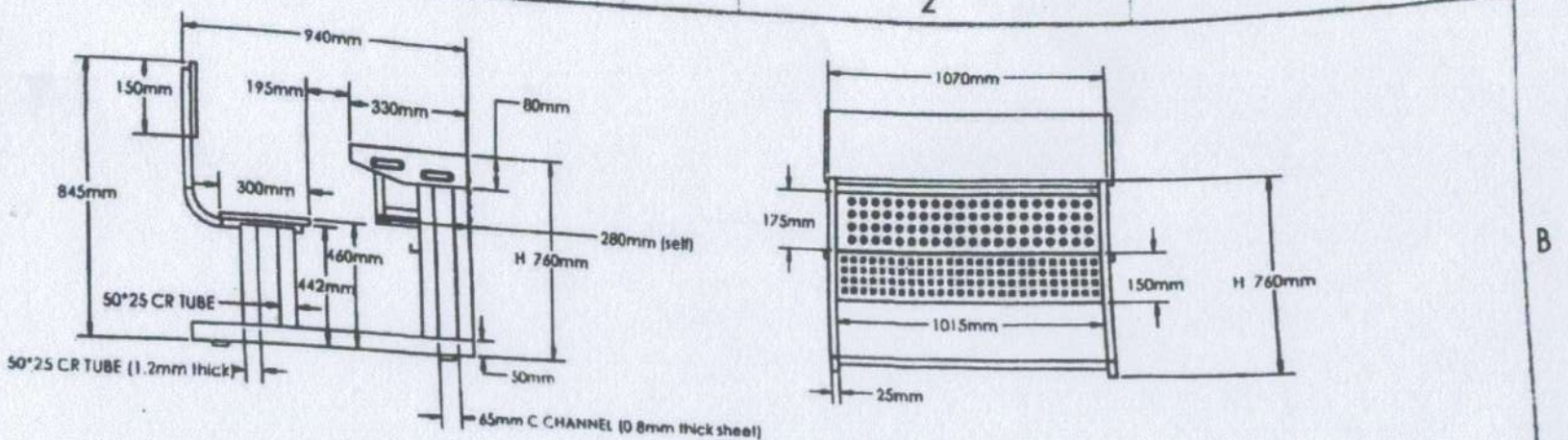


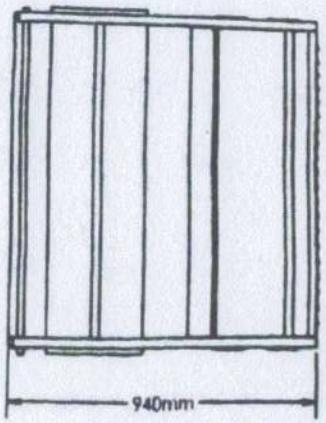


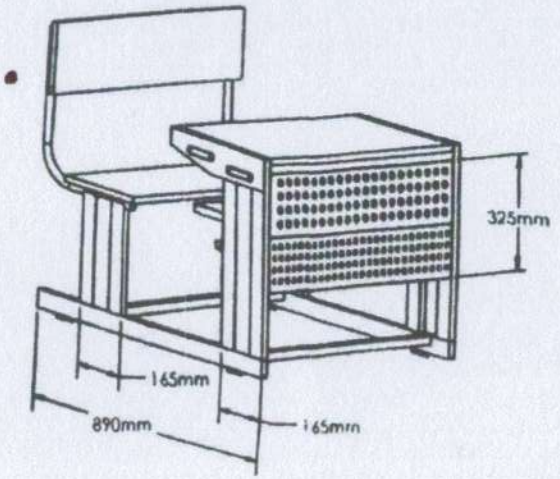
DUAL DESK

CLASS (6 TO 8)

SHEET 1 OF 1







DUAL DESK

CLASS (9 TO 12)

Annexure-IA

Technical Bid format/Index for the Technical Bid documents

S.N.	Name of Document	Status of submission (Yes/ No)	Page Number as per the number given to the technical bid documents uploaded on the portal
1	Legal Entity		
2	Experience& Performance		
3	Turnover		
4	Legal and Tax Compliance		
5	ISO Certifications		
6	Non-Blacklisting Declaration		
7	Technical Specifications and Compliance		