

Bid Document

Bid Details	
Bid End Date/Time	18-07-2020 16:00:00
Bid Opening Date/Time	18-07-2020 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Commerce And Industry
Department Name	Department Of Industrial Policy And Promotion
Organisation Name	N/a
Office Name	Office Under Uttar Pradesh Government
Total Quantity	20
Item Category	Air Conditioner
Bidder Turnover (Last 3 Years)	6 Lakh (s)
OEM Average Turnover (Last 3 Years)	10 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
Past Performance	80 %
Bid to RA enabled	No
Inspection Required	No

EMD Detail

Advisory Bank	Indusind bank
EMD Percentage(%)	1.00
EMD Amount	11300

ePBG Detail

Advisory Bank	Indusind bank
ePBG Percentage(%)	2.00
Duration of ePBG required (Months).	12

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

STORE PURCHASE OFFICER

Office Under Uttar Pradesh Government, Department of Industrial Policy and Promotion, N/A,
Ministry of Commerce and Industry
(Rakesh Kumar Sharma)

Splitting

Bid splitting not applied.

1. 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 years as indicated 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 year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. 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.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one year) to be submitted along with bid in support of quantity supplied in the relevant year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Air Conditioner (20 pieces)

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
CONFORMITY / CERTIFICATION	BEE Star Rating	3	3
	Conformity to Indian Standard	IS 1391 latest	*
CAPACITY / GENERIC	Type of Air conditioner	High wall Split AC	High wall Split AC
	Technology of AC	Non- Inverter (Fixed Speed)	Non- Inverter (Fixed Speed)
	Nominal cooling capacity in Ton / (kcal/hr)	2.0 Ton / 6000 kcal/hr	2.0 Ton / 6000 kcal/hr
	Coil Material	Copper	Copper
	Eco-friendly refrigerant	Yes	Yes
	Minimum length of copper pipe and suitable connecting electrical cable for installation and commissioning	5 metre	5 metre
	Packing List	-	*
	Any other Features	-	*
WARRANTY	Warranty on Machine	1	1.0
	Warranty on Compressor	5	5, 6, 7, 8, 9, 10 Or higher
INSTALLATION	Installation and commissioning	With Installation and Commissioning	With Installation and Commissioning

* Specifications highlighted in bold are the Golden Parameters.

* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement (allowed Values) by the Buyer.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Rakesh Kumar Sharma	201301,MAIN ADMINISTRATIVE BUILDING,	20	15

Special terms and conditions for category Air Conditioner

1. Scope of installation and Commissioning for Cassette AC
 1. Mounting/Fitting of indoor and outdoor units at the respective locations after cutting the false ceiling / drilling holes into the roof, if required.
 2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
 3. Charging Refrigerant gas in the unit.
 4. Suitable electric wiring between indoor unit and switch upto 3 meters length.
 5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.
2. Following are not included in the scope of supply for Cassette AC:
 1. Refrigerant pipe of required length.
 2. Set of 4 nos. of Rods for fixing Cassette AC to the roof.
 3. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
 4. Switches/ Sockets / Plug Tops / Voltage Stabilizer.
3. Scope of installation and Commissioning for Floor Standing Split AC
 1. Mounting/Fitting of indoor and outdoor units at the respective locations.
 2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
 3. Charging Refrigerant gas in the unit.
 4. Suitable electric wiring between indoor unit and switch upto 3 meters length.
 5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.
4. Following are not included in the scope of supply for Floor Standing Split AC
 1. Refrigerant pipe of required length.
 2. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
 3. Switches/ Sockets / Plug Tops / Voltage Stabilizer.
5. Buyers shall ensure that wherever they opt for Air Conditioner 'with installation at Extra Cost', they have to select separately priced installation at extra cost. Similarly, the buyers may also order separately priced accessories for Air Conditioners such as Metallic mount, Set of Hanging Rods for Cassette AC, Drain pipe, Extra Refrigerant Pipe, Extra Electric Cable.
6. In addition to general terms and conditions of the GeM following special T&C shall be applicable:
 1. "Refrigerant Pipe / Refrigerant Piping", wherever is referred in this document, means, "Set of two copper pipes one for suction other for discharge with suitable insulation for carrying the Refrigerant along with suitable connecting electrical cable".
 2. The Scope of installation and Commissioning for different types of Air Conditioners when opted by the buyer shall be as under: Scope of installation and Commissioning for Window AC :-
 1. Mounting/Fitting of Window AC, with necessary alignment work, in already made window frame.
 2. Suitable electric wiring upto 3 meters length between Window AC and Power Socket / voltage stabilizer.
 3. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.
 3. Following are not included in the scope of supply for Window AC:
 1. Carpentry work for making the window frame and fixing of wooden frame.
 2. Switches/ Sockets / Plug Tops / Voltage Stabilizer.
 4. Scope of installation and Commissioning for High wall Split AC :-
 1. Mounting/Fitting of indoor and outdoor units at the respective locations.
 2. Laying of refrigerant piping and connecting with indoor and outdoor units after drilling hole/holes in the wall, if required.
 3. Charging Refrigerant gas in the unit.

4. Suitable electric wiring between indoor unit and switch upto 3 meters length.
5. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system.
5. Following are not included in the scope of supply for High wall Split AC:
 1. Chiselling / Ducting / grooving for concealing the Refrigerant piping / cabling.
 2. Switches/ Sockets / Plug Tops / Voltage Stabilizer.

Bid Specific Additional Terms and Conditions

1. Bidder Turn Over Criteria: 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 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. 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.
3. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
4. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
5. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
6. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
7. Data Sheet of the product(s) offered in the bid, 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.
8. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
11. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
12. For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by

it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

13. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
14. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
15. ISO 9001: The bidder must have ISO 9001 certification.
16. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

17. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

18. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
19. 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
20. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent 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.
21. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
22. WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.
23. 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.

[This Bid is also governed by the General Terms and Conditions](#)

---Thank You---