



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4589979  
Dated/दिनांक : 12-02-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |   |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 04-03-2024 15:00:00   |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 04-03-2024 15:30:00   |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (Days)  |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Finance   |
| Department Name/विभाग का नाम   | Department Of Financial Services  |
| Organisation Name/संगठन का नाम   | Lic - Life Insurance Corporation Of India   |
| Office Name/कार्यालय का नाम  | Do Ahmedabad  |
| Total Quantity/कुल मात्रा  | 43  |
| Item Category/मद केटेगरी   | Split Air Conditioner Including Green AC, Wall Mount Type (Q2) , Unitary Air Conditioner (Window AC) (V2) as per IS 1391 (Part 1) (Q2)        |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)    | 60 Lakh (s)   |
| OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)                           | 60 Lakh (s)   |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s)  |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट                                 | No  |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट                         | No  |
| Participation restricted to CPSE seller  | Yes (This bid is reserved for participation only by CPSE sellers and hence CPSE sellers will be exempted from payment of Transaction charges) |

| <b>Bid Details/बिड विवरण</b>  |   |
|---|---|
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>Past Performance/विगत प्रदर्शन</b>   | 80 %  |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No  |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid  |
| <b>Primary product category</b>   | Split Air Conditioner Including Green AC, Wall Mount Type   |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 7 Days  |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No  |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>   | 1531200   |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation   |

#### **EMD Detail/ईएमडी विवरण**

|                             |               |
|-----------------------------|---------------|
| Advisory Bank/एडवाइजरी बैंक | AXIS BANK LTD |
| EMD Amount/ईएमडी राशि       | 32000         |

#### **ePBG Detail/ईपीबीजी विवरण**

|  |               |
|--|---------------|
| Advisory Bank/एडवाइजरी बैंक  | AXIS BANK LTD |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00          |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 84            |

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

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

**Beneficiary/लभार्थी :**

Organization

DO AHMEDABAD, Department of Financial Services, LIC - Life Insurance Corporation of India, Ministry of Finance  
(Darpana Makwana)**Splitting/विभाजन**

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. 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 Financial 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 financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Pre Bid Detail(s)**

| Pre-Bid Date and Time | Pre-Bid Venue  |
|-----------------------|--|
| 15-02-2024 15:00:00   | OS department, 7th Floor, Jeevan Prakash Building, Relief Road, Ahmedabad-01 |

**Split Air Conditioner Including Green AC, Wall Mount Type ( 35 pieces )**

|              |     |
|--------------|-----|
| Bis Required | Yes |
|--------------|-----|

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* [As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

| Specification | Specification Name/विशिष्टि का नाम   | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य   |
|---------------|--|--|
| STANDARDS     | <b>Availability of BIS/ISI Mark Certification for Split AC Wall mount type</b>   | Yes Or higher  |
| GENERIC       | <b>Air Conditioner Compliance</b>  | Green AC   |
|               | <b>Technology of air conditioner</b>   | Inverter AC - Variable Speed   |
|               | <b>Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton)</b>  | 1.5  |
|               | Rated cooling capacity (in Watts) as per IS:1391 (Part 2) (Cooling Capacity Value should match with respect to their Nominal Marketing Capacity in Tonnage)  | 3501 ? 5200, 5201 ? 7000   |
|               | <b>BEE Star rating of the product (Central Ministries/Depts while procuring shall ensure that the items carry 5 star(under normal conditions where annual usages is expected to be &gt;1000 hrs),3 Star(where usage is Limited)or higher Star Rating of BEE)</b> | 5 Or higher  |
|               | <b>ISEER (Wh/Wh) values for compliance of Green AC</b>   | >/= 5.4 for 1.5 Ton  |
| CONSTRUCTION  | <b>Classification by function</b>  | Cooling only (Cooling and dehumidification during cooling mode)  |
|               | Heating capacity (in Watts) (Heating Capacity Value should match with respect to their Nominal Marketing Capacity in Tonnage)  | Not applicable for Cooling only (Cooling and dehumidification during cooling mode)                           |
| WARRANTY      | <b>AC Machine warranty (in Year)</b>   | 1, 5 Or higher   |
|               | <b>Warranty on compressor (in Years)</b>   | 10.0 Or higher   |
| INSTALLATION  | <b>Installation</b>  | Standard installation(Scope of installation as per STC attached) with uninstillation of existing AC included |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

|                                   |                      |
|-----------------------------------|----------------------|
| Applicable Specification Document | <a href="#">View</a> |
| Verified and Signed Tp document   | <a href="#">View</a> |

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1              | Darpana Makwana   | 380001,LIC OF INDIA, DIVISION OFFICE,RELIEF ROAD, NEAR S V COLLEGE, AHMEDABAD | 35              | 15                           |

**Buyback Detail**

|                       |   |
|-----------------------|---|
| Item Name             | Air Conditioners  |
| Item Description      | Split and Window AC   |
| Serial No.            | 35  |
| Model                 | Split AC  |
| Brand                 | Blue Star-Carrier-Hitachi-Voltas  |
| Year of Manufacturing | 2012  |
| Purchase On           | 2011-02-01  |
| Age                   |   |
| Size                  | 5   |
| Rating                |   |
| Quantity              | 35  |
| Unit                  | 35  |
| Remark                | Old 19 window ACs are replaced by Split ACs and other old 16 Split ACs are replaced with Split ACs as per attached notes. |
| Uploaded Image        | <a href="#">View Uploaded Image</a>   |

**Disclaimer/अस्वीकरण**

The vendor will be responsible for the un-installation of Buyback items.

## Unitary Air Conditioner (Window AC) (V2) As Per IS 1391 (Part 1) ( 8 pieces )

|              |     |
|--------------|-----|
| Bis Required | Yes |
|--------------|-----|

### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

| Specification | Specification Name/विशिष्टि का नाम  | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य  |
|---------------|---|---|
| STANDARDS     | <b>BEE Star rating of the product (in Nos)</b>  | 5 Or higher   |
| GENERIC       | <b>Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton)</b> | 1.5   |
|               | Rated cooling capacity (in Watts) as per IS:1391 (Part 1)   | 3501 ? 5200, 5201 ? 7000  |
|               | <b>Technology of air conditioner</b>  | Inverter AC - Variable Speed, Non Inverter AC   |
| CONSTRUCTION  | <b>Classification by function</b>   | Cooling only (Cooling and dehumidification during cooling mode)   |
|               | Heating capacity (in Watts)   | 3501 ? 5200, Not applicable for Cooling only (Cooling and dehumidification during cooling mode)   |
| MATERIAL      | <b>Material of Evaporator</b>   | Copper Or higher  |
|               | <b>Material of Condensor</b>  | Copper Or higher  |
| WARRANTY      | <b>Warranty on compressor (in Years)</b>  | 5 (for Non inveter AC), 10 (for Inverter AC)  |
| INSTALLATION  | <b>Type of installation</b>   | Standard Installation (scope of installation as per STC attached), Standard installation (scope of installation as per STC attached) with uninstallation of existing AC |

### Additional Specification Parameters - Unitary Air Conditioner (Window AC) (V2) As Per IS 1391 (Part 1) ( 8 pieces )

| <b>Specification Parameter Name</b>   | <b>Bid Requirement (Allowed Values)</b>   |
|---|---|
| Buy Back value as per rate decided by LIC of India. Comprehensive annual maintenance contract after completion of one year warranty period.                     | Supply installation testing and commissioning of window type AC.                                |
| Only approved make decided by LIC of India viz. Hitachi, Voltas, Blue star, Toshiba, Daikin and carrier to be offered by dealers authorized by above companies. | Buy Back value as per decided by LIC of India.  |
| CAMC for 6 years after completion of one year warranty period.  | CaMC rates will be as per decided by LIC of India. Notes attached with Split ACs specification. |

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

| <b>S.No./क्र.सं.</b> | <b>Consignee Reporting/Officer/परिषिती/रिपोर्टिंग अधिकारी</b> | <b>Address/पता</b>  | <b>Quantity/मात्रा</b> | <b>Delivery Days/डिलीवरी के दिन</b> |
|----------------------|---|---|------------------------|-------------------------------------|
| 1                    | Darpana Makwana   | 380001, LIC OF INDIA, DIVISION OFFICE, RELIEF ROAD, NEAR S V COLLEGE, AHMEDABAD | 8                      | 15                                  |

**Buyer added Bid Specific Additional Scope of Work**

| <b>S.No.क्र.सं.</b> | <b>Document Title</b> | <b>Description</b> | <b>Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items</b> |
|---------------------|-----------------------|--------------------|---|
|                     |                       |                    |   |

| S.No.क्र.सं. | Document Title   | Description  | Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items  |
|--------------|--|--|---|
| 1            | SITC work of Split and window ACs.<br><a href="#">View</a> | Supply, Installation, testing & commissioning of following Capacity Hi-Wall Mounting Inverter type Split Air Conditioner with copper condenser coil , with complete accessories required for the unit with R-32 Refrigerant Gas suitable for operation on single phase 230 + 10% volts range, 50Hz A.C. Supply, with Cordless Remote AC machines. "The rate shall be inclusive of hard drawn copper refrigerant piping, control cabling, drain pipe, Connections, etc along with proper thermal insulation for | Split Air Conditioner Including Green AC, Wall Mount Type(35),Unitary Air Conditioner (Window AC) (V2) As Per IS 1391 (Part 1)(8) |

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

## **Special terms and conditions-Version:2 effective from 11-12-2023 for category Split Air Conditioner Including Green AC, Wall Mount Type**

### **1. STC FOR SPLIT AIR CONDITIONER**

Central Ministries/ Departments while procuring electrical appliances notified by the Department of Expenditure (DoE) shall ensure that they carry the notified threshold or higher Star Rating of the Bureau of Energy Efficiency (BEE). In this regard, DoE OM No.26/6/2012-PPD dated 21.01.2013 may also be referred to wherein appliances and threshold star ratings have been circulated.

#### **Scope of installation and Commissioning for Wall Mount / 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 (all type of walls), if required.
- (3) Checking / Charging Refrigerant gas in the unit.
- (4) Suitable electric wiring between indoor units and switch upto 3 meters in length.
- (5) Testing for satisfactory working without any abnormal noise as well as leakage test of the entire system.

#### **The following are not included in the scope of supply for Wall Mount / High wall Split AC**

- (1) Chiselling / Ducting / grooving for concealing the Refrigerant piping/cabling
- (2) Switches/ Sockets / Plug Tops / Voltage Stabilizer/Stand for ODU/Drain pipe/Angles.

Note to Buyer: Buyer are advised to apply filters/ selections allowing all the values which are considered meeting or are better than their technical requirements e.g. if the requirement is 5 years compressor warranty; Buyer should select other superior values, i.e. 10years warranty as well. Such selection will act as 5 years or better (in L1 buying). For any violation of the above advisory if resulting into limited competition or higher cost to the ex-chequer, the Buyer shall be solely responsible.

## **Special terms and conditions-Version:1 effective from 04-10-2023 for category Unitary Air Conditioner (Window AC) (V2) as per IS 1391 (Part 1)**



## 1. **STC FOR UNITRY AIR CONDITIONER (WINDOW AC)**

### ◦ **Scope of installation and Commissioning for Window AC**

1. Mounting/Fitting of Window AC, with necessary alignment work, in already made window
2. Suitable electric wiring upto 3 meters length between Window AC and Power Socket / voltage
3. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system

### ◦ Following are not included in the scope of supply for Window AC

1. Carpentry work for making the window frame and fixing of wooden fram
2. Switches/ Sockets / Plug Tops / Voltage Stabilize/Drain Pipe

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा**

जोड़ी गई बिड की विशेष शर्तें

### 1. **Generic**

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

### 2. **Generic**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

### 3. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

OS Department wing, Marketing Department wing, CBO-5/842 in Jeevan Prakash Building, Dist-873 under Jeevan sadan Building,, Ghatlodiya SO, Sardar Nagar SO, CTM SO

STC department, Jeevan Abha Building, Ahmedabad. Bavla BO, Sanand BO ,LIC of India

Dehgam BO LIC of India

Sardar nagar SO

CTM SO

.

#### 4. **Generic**

**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.

#### 5. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 7. **Generic**

**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.

#### 8. **Generic**

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.

#### 9. **Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

#### 10. **Generic**

**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 3 years 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 primary product having highest value should meet this criterion.

#### 11. **Generic**

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.

#### 12. **Generic**

For Supply of Chemicals/Gases etc. in Cylinders, Bidders have to provide free rental period of 15 days for supplied cylinders.

#### 13. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

## 14. Generic

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.

## 15. Generic

**Staggered Delivery:** The ordered items shall be supplied in a staggered manner. (

43

Quantity shall be supplied within

30

days of contract placement and thereafter

00

Quantity per Week)

## 16. Generic

Scope of supply includes Training: Number of employees to be trained

00

, Place for Training

na

and Duration of training

00

days.

## 17. Generic

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

50

Shelf Life. On the date of supply, minimum

05.04.2024

usable shelf life should be available / balance.

## 18. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

## 19. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

18

%

Notification No.and date :

24AAACLO582H2ZR

dated

01/07/2017

## 20. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

replacement

## 21. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

500

.

## 22. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 23. **Generic**

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

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

## 24. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 25. **OEM**

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.

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

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

LIC of India  
payable at  
Ahmedabad

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 27. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

## 28. **Scope of Supply**

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

## 29. **Purchase Preference (Centre)**

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

## 30. **Certificates**

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.

## 31. **Certificates**

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.

## 32. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

## 33. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 34. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

yes

.

## 35. **Buyback for Non PFMS / Non GPA**

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered. Illustrative examples for bidders are as under for understanding of the seller.

| Excel sheet for explanation to Buyback ATC   |                        |   |                              |                          |   |  |                                  |
|--|------------------------|---|------------------------------|--------------------------|---|--|----------------------------------|
| S.no   | Cost of Fresh Good (A) | %age of GST on Fresh Good as considered by seller at the time of quote (B). | GST Amount on Fresh Good (C) | Cost of Buyback item (D) | %age of GST on Buyback items (E) as fixed by buyer in the bid | GST Amount on Buyback item (F) as applicable at the time of invoice by buyer | Quote of the Bidder (G= {A+C-D}) |
| 1  | 100                    | 28  | 28                           | 20                       | 8   | 1.6  | 108                              |
| 2  | 100                    | 9   | 9                            | 20                       | 8   | 1.6  | 89                               |
| 3  | 110                    | 10  | 11                           | 24                       | 8   | 1.92   | 97                               |
| Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G |                        |   |                              |                          |   |  |                                  |

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
  1. Consignee wise
  2. Item Description

3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

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

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

LIC of India  
payable at  
Ahmedabad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 37. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Supply, Installation, testing & commissioning of following Capacity Hi-Wall Mounting Inverter type Split Air Conditioner with copper condenser coil , with complete accessories required for the unit with R-32 Refrigerant Gas suitable for operation on single phase 230 + 10% volts range, 50Hz A.C. Supply, with Cordless Remote A C machines. "The rate shall be inclusive of hard drawn copper refrigerant piping, control cabling, drain pipe , Connections, etc along with proper thermal insulation for refrigerant piping and drain pipes to avoid sweating, up to a length of 3 Meters" The AC units shall have evaporator & condenser coil of copper material only.( With Corrosion Resistant Coating) with stand for out door unit.

### 38. **Service & Support**

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

### 39. **Warranty**

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

As per decided by LIC of India

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

#### 40. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 41. **Warranty**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

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(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

#### 42. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 43. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**Disclaimer/अस्वीकरण**



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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

**---Thank You/धन्यवाद---**