

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	16-08-2021 19:00:00
<b>Bid Opening Date/Time</b>	16-08-2021 19:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Electronics And Information Technology
<b>Department Name</b>	Na
<b>Organisation Name</b>	Software Technology Parks Of India (stpi)
<b>Office Name</b>	Bhubaneswar
<b>Total Quantity</b>	13
<b>Item Category</b>	Split Air Conditioner including Green AC
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate *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</b>	80 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Split Air Conditioner including Green AC
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	Bank of India
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).
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(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Director

STPI ELITE, Plot No.2/A, IDCO Industrial Area, PO-Malipada, Gothapatna, Bhubaneswar - 751003, Odisha  
(Software Technology Parks Of India)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference
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No
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Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

**MII Purchase Preference**

MII Purchase Preference
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No
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Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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 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.

2. 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.

**Split Air Conditioner Including Green AC ( 8 pieces )**

Brand Type
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Registered Brand
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**Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Conformity & Certification	<b>Green Room Air Conditioner Compliant</b>	AC -
Technical Parameters	<b>Technology of AC</b>	Inverter AC (Variable Speed)

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>Nominal cooling capacity(Ton) (1 ton = 3000 kcal/hr) (+/-10%)</b>	1.5 Ton
	<b>Energy Performance Threshold (ISEER)(Wh/Wh) (for Greenroom AC)</b>	NA
	Refrigerant Type	R410A
	Refrigerant Global warming potential (GWP)	2088 (for R410A)
	Refrigerant Ozone Depletion Potential is Zero	Yes
	Heating	Cool Only
	<b>Coil Material (Evaporator)</b>	Copper
	<b>Coil Material (Condenser)</b>	Copper
Performance	<b>BEE Star Rating (Central Ministries/ Departments while procuring shall ensure that the items carry 5 star (under normal conditions where annual usages is expected to be more than 1000 hrs),3 Star(where usage is Limited)or higher Star Rating of BEE)</b>	5.0
Warranty/Services	<b>Compressor Warranty</b>	5, 10 Or higher
Installation	<b>Installation</b>	Standard installation, Without installation(installation not offered), Installation and Commissioning at Extra Cost as offered by the seller separately

#### Additional Specification Parameters - Split Air Conditioner Including Green AC ( 8 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Installation	Installation shall include all accessories for Air Conditioners such as Metallic mount, Masonry Work, Switches/ Sockets / Plug Tops / Voltage Stabilizer, Additional Drain Pipe, Additional Wire, Additional Copper Pipe all complete.
Buy back	Buy back of existing system including dismantling

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

#### Additional Specification Documents

Verified and Signed Tp  
document

[View](#)

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Tottempudi Rajesh Kumar	760010, Software Technology Parks of India (STPI), Plot No.860/4562, Near Income Tax Office, Ambapua, Berhampur	8	21

#### Split Air Conditioner Including Green AC ( 4 pieces )

Brand Type	Registered Brand
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#### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Conformity & Certification	<b>Green Room Air Conditioner Compliant</b>	AC -
Technical Parameters	<b>Technology of AC</b>	Inverter AC (Variable Speed)
	<b>Nominal cooling capacity(Ton) (1 ton = 3000 kcal/hr) (+/-10%)</b>	2 Ton
	<b>Energy Performance Threshold (ISEER)(Wh/Wh) (for Greenroom AC)</b>	NA
	Refrigerant Type	R410A
	Refrigerant Global warming potential (GWP)	2088 (for R410A)
	Refrigerant Ozone Depletion Potential is Zero	Yes
	Heating	Cool Only
	<b>Coil Material (Evaporator)</b>	Copper
	<b>Coil Material (Condenser)</b>	Copper
Performance	<b>BEE Star Rating (Central Ministries/ Departments while procuring shall ensure that the items carry 5 star (under normal conditions where annual usages is expected to be more than 1000 hrs),3 Star(where usage is Limited)or higher Star Rating of BEE)</b>	5.0
Warranty/Services	<b>Compressor Warranty</b>	5, 10 Or higher

Specification	Specification Name	Bid Requirement (Allowed Values)
Installation	<b>Installation</b>	Standard installation, Without installation(installation not offered), Installation and Commissioning at Extra Cost as offered by the seller separately

#### Additional Specification Parameters - Split Air Conditioner Including Green AC ( 4 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Installation	Installation shall include all accessories for Air Conditioners such as Metallic mount, Masonry Work, Switches/ Sockets / Plug Tops / Voltage Stabilizer, Additional Drain Pipe, Additional Wire, Additional Copper Pipe all complete.
Buy back	Buy back of existing system including dismantling

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

#### Additional Specification Documents

Verified and Signed Tp document	<a href="#">View</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Tottempudi Rajesh Kumar	760010,Software Technology Parks of India (STPI), Plot No.860/4562, Near Income Tax Office, Ambapua, Berhampur	4	21

#### Split Air Conditioner Including Green AC ( 1 pieces )

Brand Type	Registered Brand
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#### Technical Specifications

\* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Conformity & Certification	<b>Green Room Air Conditioner Compliant</b>	AC -
Technical Parameters	<b>Technology of AC</b>	Inverter AC (Variable Speed)
	<b>Nominal cooling capacity(Ton) (1 ton = 3000 kcal/hr) (+/-10%)</b>	1 Ton

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>Energy Performance Threshold (ISEER)(Wh/Wh) (for Greenroom AC)</b>	NA
	Refrigerant Type	R410A
	Refrigerant Global warming potential (GWP)	2088 (for R410A)
	Refrigerant Ozone Depletion Potential is Zero	Yes
	Heating	Cool Only
	<b>Coil Material (Evaporator)</b>	Copper
	<b>Coil Material (Condenser)</b>	Copper
Performance	<b>BEE Star Rating (Central Ministries/ Departments while procuring shall ensure that the items carry 5 star (under normal conditions where annual usages is expected to be more than 1000 hrs),3 Star(where usage is Limited)or higher Star Rating of BEE)</b>	5.0
Warranty/Services	<b>Compressor Warranty</b>	5, 10 Or higher
Installation	<b>Installation</b>	Standard installation, Without installation(installation not offered), Installation and Commissioning at Extra Cost as offered by the seller separately

#### Additional Specification Parameters - Split Air Conditioner Including Green AC ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Installation	Installation shall include all accessories for Air Conditioners such as Metallic mount, Masonry Work, Switches/ Sockets / Plug Tops / Voltage Stabilizer, Additional Drain Pipe, Additional Wire, Additional Copper Pipe all complete.
Buy back	Buy back of existing system including dismantling

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

#### Additional Specification Documents

Verified and Signed Tp document	<a href="#">View</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Tottempudi Rajesh Kumar	760010, Software Technology Parks of India (STPI), Plot No.860/4562, Near Income Tax Office, Ambapua, Berhampur	1	21

**Special terms and conditions-Version:24 effective from 27-07-2021 for category Split Air Conditioner including Green AC**

- 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 Bureau of Energy Efficiency (BEE). In this regard, DoE OM No.26/6/2012-PPD dated 21.01.2013 may also be referred wherein appliances and threshold star rating have been circulated.

## Buyer Added Bid Specific Additional Terms and Conditions

- Buyer uploaded ATC document [Click here to view the file.](#)
- Buyback for Non PFMS/Non GPA:
  - 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.
  - 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 · n o	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 Column-G

- 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.
- 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.
- Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 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.
- 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.
- The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 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.

3. 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 All spare parts and service (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).
4. 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 All spare parts and service (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)
5. 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.
6. 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.
7. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
8. 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.

9. 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.
10. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
11. 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.
12. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
13. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
14. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name SOFTWARE TECHNOLOGY PARKS OF INDIA Account No. 555110110003601 IFSC Code BKID0005551 Bank Name Bank of India Branch address A/123, Sahidnagar, Bhubaneswar-751007. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
15. 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.
16. **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.
17. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
24. **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.
25. 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.
26. 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.
27.
  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.
28. 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: All.
29. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
30. 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)
31. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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.](#)

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.

**---Thank You---**