

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	28-08-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	28-08-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Comptroller And Auditor General (cag) Of India
विभाग का नाम / Department Name	Indian Audit And Accounts Department
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Ag (a&e), Punjab & Ut, Chandigarh
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :srdagadmin.pjb.ae@cag.gov.in Buyer Email id: amitkr.pjb.ae@cag.gov.in
कुल मात्रा / Total Quantity	25
वस्तु श्रेणी / Item Category	Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	60 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	15370

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	122

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Pay and Accounts Officer

Accountant General (a&e), Punjab & Ut, Chandigarh, Plot no 20, Sector 17-E, Chandigarh

(Pay And Accounts Officer)

UIN Number NCTGC2415P

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.
7. 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.
8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating

to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

9. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. 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.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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. 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, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (25 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
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विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Performance Parameters	Description of Stores	Wall Mount Type Split Air Conditioner with copper evaporator and condenser, reusable air filter and standard accessories [3 meter Refrigerant Interconnecting Copper Pipe, 1 meter PVC insulated sheathed power cable(as per IS 694), Drain pipe, Remote]
	Size of Air Conditioner	Large [suitable for room area greater than 190 sq. ft.]
	Compressor Type as per BEE Star Rating Label	Inverter - Variable Speed
	Nominal Capacity of Air Conditioner (in Ton)	1.8 Ton - 2.2 Ton
	Classification By Function	Cooling Only
	BEE Star Rating	5 Star
Warranty and Test Reports	Minimum Standard Warranty on Air Conditioner (in years)	1.0 (year)
	Warranty on Compressor	10.0 Or higher (year)
	Warranty on PCB	5 Or higher (year)

उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	30%
Number of days allowed for ICT after site readiness communication to seller	10 Days

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Jagdish Kumar	160017, Accountant General (A&E) Punjab, Plot No. 20, Sector 17-E, Chandigarh.	25	15

Special terms and conditions-Version:1 effective from 02-12-2025 for category Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2)

- Scope of standard installation and commissioning for Wall Mount Split AC consist of follows:**

a) Installation/Commissioning is mandatory for all types of purchases (Direct/L1/Bid). For cases where Installation/Commissioning is not required, the buyer may indicate the details in the bid document.

b) The Switches/ Sockets/ Plug Tops/ Voltage Stabilizer/stand for ODU/ Chiselling/ Ducting/ Grooving for concealing the refrigerant piping/cabing/ core cutting of the wall are not included in the scope of standard installation and commissioning, unless otherwise mentioned in the contract.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

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

O/o The Accountant General (A&E) Punjab
Plot no 20
Sector 17E
Chandigarh
Chandigarh
.

3. **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 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **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.

5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

6. **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.

7. 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.

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

9. 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.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Scope of Work

<u>विवरण/Specification</u>	<u>विविष्टि का नाम /Specification Name</u>	<u>बिड के लिए अवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</u>
Number of AC	-	25(Twenty Five)
Performance Parameters	Description of Stores	Wall Mount Type Split Air Conditioner with copper evaporator and condenser, reusable air filter and standard accessories [3 meter Refrigerant interconnecting copper pipe, 1 meter PVC insulated sheathed power cable (as per IS 694), Drain Pipe, Remote]

	Compressor Type as per BEE Star Rating Label	Inverter - Variable Speed
	Nominal Capacity of Air Conditioner (in Ton)	2 Ton
	Classification By Function	Cooling Only
	BEE Star Rating	5 star
Warranty and Test Reports	Minimum Standard Warranty on Air Conditioner (in years)	1.0 (year)
	Warranty on Compressor	10.0 Or higher (year)
	Warranty on PCB	5 Or higher (year)
Installation	Installation includes the mentioned items for 25 Air conditioners: - Cost of these items to be borne by the supplier/bidder	1. Total 190 meters of Refrigerant Interconnecting Copper Pipe (including standard fitting), 2. Total 190 meter PVC insulated sheathed power cable as per IS 694 (including standard fitting). 3. Total 220 meters of Drain pipe (including standard fitting) 4. Total 25 Wall mounted Outdoor Unit Stand

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Additional Terms & Conditions

1. Eligibility & Legal Entity

The bidder must not be under liquidation, blacklisted, debarred, or facing court receivership.

A declaration "Annexure-B" (should not be prior to bid publication) confirming no pending fraud/forgery FIR and no court bar from tender participation must be uploaded.

2. Compliance with Specifications & Standards

All Air Conditioner(split-wall) shall conform to standards/certifications prescribed in bid. Proof of authenticity (invoices from OEMs, batch details) shall be provided upon request.

3. GST & Statutory Compliance

The Bidder/OEM shall be GST-registered and provide a valid GSTIN. It should also be registered with the Income Tax. The copy of GST Registration, Income tax Registration (PAN) shall be required to be submitted with the bid.

All invoices must be GST-compliant, and the supplier shall ensure timely uploading of invoice details on the GST portal.

4. Submission of Documents, Delivery & Installation

The submission requirements and the documents to be submitted along with the bid are specified in Annexure-A.

The supplier shall ensure delivery of material at site (O/o the Accountant General (A&E) Punjab and UT Chandigarh, Sector 17-E, Chandigarh) within 15 days of award.

The installation in all respects must be completed within 10 days of delivery.

The material brought at site by the supplier shall remain solely in the custody of the supplier. The supplier shall be responsible for the health, safety and security of the material brought at site.

5. Service & Support

The OEM must maintain an operational helpline/contact number and a functional branch office/service centre near Chandigarh to ensure same-day (i.e within 24 hours) repair/maintenance response.

The service centre should have existed in Tricity (CHD, Mohali, Panchkula) as of bid submission date and a certificate in this regard should be submitted.

For MSE and Startup: - Availability of service centres: If service centre is n

ot 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.

6. Transportation, Loading & Unloading

Transportation, loading, unloading, and shifting to the designated floor/room shall be at the supplier's cost. Any damage during transit or installation shall be repaired/replaced by the supplier at no additional cost. Installation & Site Conditions

The supplier must coordinate with the buyer for access, working hours, and other site constraints.

7. Guarantee, Warranty

The supplier will provide minimum 1-year on-site Guarantee covering manufacturing defects, structural failures, faulty workmanship, etc. During the Guarantee period, the supplier shall provide free repairs/replacements within 24 hours of complaint.

Dedicated Telephone/contact no. of Bidder/OEM should be provided on OEM/firm letter head. The same may be checked by the office.

8. Liquidity Damages

Liquidated damages at the rate of 0.5% of the contract value per week (max 10%) will apply for delays without justified cause.

9. Payments

The Payments will be released on submission of bills only after successful installation / commissioning and acceptance by the competent authority. GST will be paid as per applicable rates against valid invoices. Payments will be released after adjusting all applicable statutory deductions. No advance payment will be released.

10. General Conditions

- Defective goods must be replaced immediately.
- The Bidder will provide contact details including valid email IDs, contact numbers and other information. These should be clearly written/typed without a

ny error. Failure of any communication due to invalid / incorrect ID or phone number will not be the responsibility of the Buyer.

- The Buyer may reject any bid including the L1 bid without assigning reasons.
- The Buyer may vary the order quantity by $\pm 25\%$.
- The cumulative rates quoted shall be inclusive of Supply, Installation, Testing, Commissioning, Training, and all applicable taxes [including i) Total 190 meters of Refrigerant Interconnecting Copper Pipe including standard fitting, ii) Total 190 meter PVC insulated sheathed power cable including standard fitting, iii) Total 220 meters of Drain pipe including standard fitting, iv) Total 25 Wall mounted Outdoor Unit stand.]
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified at any stage of the tender process, if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

11. Experience Criteria

In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products for Rs 3,07,400/- in at least one of the last three financial years (i.e 2023-24, 2024-25, 2025-26), before the bid opening date to any Central / State Govt Organization / PSU.

Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied required quantity in at least one of the last three financial years (i.e 2023-24, 2024-25, 2025-26), before the bid opening date to any Central / State Govt Organization / PSU. In case of bunch bids, the category of primary product having highest value should meet this criterion.

12. Penalty for non-performance

If the supplier fails to deliver/replace defective items within the stipulated time, the Buyer reserves the right to forfeit the Performance Security and procure items from alternate sources at the supplier's risk and cost.

13. Conflict of Interest

Conflicts of interest are prohibited; bidders must submit an undertaking confirming no such conflict.

14. Jurisdiction & Arbitration

All disputes shall be subject to jurisdiction of Chandigarh courts. Disputes shall be settled as per the Arbitration & Conciliation Act, 1996, as amended from time to time.

15. EMD Exemption:-

Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- (i) Micro and Small Enterprises (MSEs) holding a valid Udyam Registration, and being manufacturers of the offered product, may claim exemption from EMD, provided they give specific confirmation "Annexure C" of the same at the time of bid submission. Their credentials must be validated online through the Udyam Registration website of the Ministry of MSME, as well as through the supporting documents uploaded during the bidding process, which shall be verified by the Buyer.
- (ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- (iii) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).

16. Interpretation of Clauses

In the event of any ambiguity, conflict, or inconsistency between the provisions of this Contract, the Buyer's interpretation, which best reflects the intent and purpose of the Contract as a whole, shall prevail. The headings are inserted

d for convenience only and shall not affect the interpretation of any provision. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing any gender shall include all genders.

Annexure - A

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

- 1 A declaration enclosed as Annexure B, confirming no pending fraud/forgery FIR and no court bar from tender participation. The Bidder must furnish a declaration affirming that they have not been blacklisted or debarred, for any product, by any Government Department, Semi-Government Organization, Public Sector Undertaking (PSU), Bank, or Autonomous Body, at any time during the last five (05) financial years, for any reason. The declaration should not be signed prior to bid publication.
- 2 Either Chartered Accountant / Cost Accountant certification showing minimum average annual turnover of bidders as well as OEM's average annual turnover of last three (3) years (FY 2024-25, 2023-24, 2022-23)

Or
Bidder should submit the OEM's and Bidder's Profit and loss statement and Balance Sheet of last years (FY 2024-25, 2023-24, 2022-23) duly certified by CA.
- 3 Authorised Service centre's declaration certificate with OEM. The dealer and service centre should have existed in Tricity (CHD, Mohali, Panjkula) as of bid submission date.
- 4 The contact escalation matrix of the organization should be submitted.
- 5 The Bidder/OEM shall submit a copy of GST Registration with valid GSTIN, Income tax Registration (PAN).
- 6 MSME Udyam Certificates wherever applicable.
- 7 Earnest Money amounting to Rs.15370/- in form of Demand Draft/FDR/Bank Guarantee.
- 8 MSE is exempted from submission of Bid Security (EMD), Further, in lieu of "Bid Security" bidder should submit the declaration (enclosed as annexure C) accepting that if Bidder withdrawn or modify their bids dur

ing period of validity etc, will be suspended for time as specified by the competent authority.

- 9 Copies of relevant contracts of Rs 3,07,400/- and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied required quantity in at least one of the last three financial years (i.e 2023-24,2024-25, 2025-26), before the bid opening date to any Central / State Govt Organization / PSU.
- 10 Annexure D, Undertaking regarding installation as per scope of work.

Annexure B

Declaration

I/We, _____, authorized representative of M/s _____, hereby solemnly affirm and declare that:

Our firm/company is not under liquidation, court receivership, insolvency proceedings, or any similar legal disability.

No FIR related to fraud, forgery, corruption, criminal misappropriation, or similar offence is pending against the firm/company or its proprietors/directors/partners as on the date of submission of this declaration.

The firm/company is not barred, restrained, or prohibited by any Court of Law or Government Authority from participating in any tender/process.

The firm/company has not been blacklisted, debarred, or banned by any Government Department, Semi-Government Organization, PSU, Bank, or Autonomous Body during the last five financial years.

The information furnished in this declaration is true and correct to the best of my/our knowledge and belief. In case any information is found false or misleading at any stage, the purchaser/buyer shall have the right to reject our bid and take appropriate action as deemed fit.

Signature of Authorized Signatory

Name: _____

Designation: _____

For M/s _____

Date: _____

Place: _____

Company Seal/Stamp: _____

ANNEXURE-C

Declaration in lieu of Bid Security (EMD) for MSE Bidders

I/We, M/s _____, having our registered office at _____, hereby declare that our firm is registered as a Micro and Small Enterprise (MSE) and is therefore exempted from submission of Bid Security (EMD) as per the provisions applicable under the tender.

In lieu of the Bid Security (EMD), I/We hereby undertake and accept that if I/We withdraw or modify our bid during the period of bid validity then I/We understand and agree that our firm shall be liable for appropriate action, including suspension/debarment from participation in future tenders/contracts of the Purchaser/Authority for such period as may be decided by the Competent Authority, in accordance with the provisions of the tender and applicable rules.

I/We further certify that the information furnished above is true and correct to the best of my/our knowledge and belief.

For and on behalf of M/s _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Company Seal/Stamp: _____

ANNEXURE- D

Undertaking regarding installation as per scope of work

I/We hereby declare that I/We have carefully read and fully understood the complete scope of work, technical specifications, terms & conditions, and all other requirements mentioned in the bid document.

I/We undertake to supply Wall Mount Type Split Air Conditioners with copper evaporator and copper condenser, reusable air filter, and all standard accessories as specified in the bid, including the following:

1. Total 190 meters of Refrigerant Interconnecting Copper Pipe (including all standard fittings).
2. Total 190 meters of PVC insulated sheathed power cable conforming to IS 694 (including all standard fittings).
3. Total 220 meters of Drain Pipe (including all standard fittings).
4. 25 Wall Mounted Outdoor Unit Stands.

I/We further undertake to carry out complete installation, testing, commissioning, and demonstration of the supplied Air Conditioners at the designated locations without any additional cost.

I/We also undertake to provide after-sales service and warranty support strictly in accordance with the warranty terms and conditions specified in the bid document, without claiming any extra charges over and above the quoted bid price.

I/We confirm that no additional payment shall be claimed for the supply of the above accessories, outdoor unit stands, installation, commissioning, transportation, labour, standard fittings, or warranty services, as the quoted bid price is inclusive of all such obligations specified in the bid.

I/We further certify that this undertaking is true and binding upon us, and in case of any deviation, the Purchaser shall be at liberty to take action as per the terms and conditions of the bid.

Name: _____

Designation: _____

Firm Name: _____

Date: _____

Place: _____

Seal of the Firm

.

11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

12. Generic

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

10 years

Shelf Life. On the date of supply, minimum

10 years

usable shelf life should be available / balance.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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 कार्यवाई का आधार होगा।/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.

---धन्यवाद/Thank You---