

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	25-08-2021 15:00:00
<b>Bid Opening Date/Time</b>	25-08-2021 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Railways
<b>Department Name</b>	Na
<b>Organisation Name</b>	Railtel Corporation Of India Ltd
<b>Office Name</b>	Mahalaxmi Mumbai
<b>Total Quantity</b>	36
<b>Item Category</b>	Window Air Conditioner including Green AC
<b>Minimum Average Annual Turnover of the Bidder</b>	5 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	41 Lakh (s)
<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,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	40 %
<b>Bid to RA enabled</b>	Yes
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Post Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers

Bid Details	
Evaluation Method	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

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

#### Beneficiary:

Regional General Manager/Western Region  
 RailTel Corporation of India Limited , Microwave Complex , Western Railway , Mahalaxmi Mumbai-400013  
 (Vinod Kumar Agarwal)

#### Splitting

Bid splitting not applied.

#### Reserved for Make In India products

Reserved for Make In India products	Yes
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#### Reserved for MSE

Reserved for MSE	Yes
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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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% 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.

#### **7. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

## Window Air Conditioner Including Green AC ( 36 pieces )

(Minimum 50% Local content required for MII compliance)

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>Availability of BIS Certification</b>	Yes
Technical Parameters	<b>Technology of AC</b>	Non Inverter AC
	<b>"Nominal cooling capacity(Ton) (1 ton = 3000 kcal/hr)"</b>	2 Ton
	Refrigerant Type	R32
	Refrigerant Global warming potential (GWP)	675 (for R32)
	Compressor Type	Rotary Type
	Heating	Cool only
	<b>Coil Material (Evaporator)</b>	Copper
	<b>Coil Material (Condenser)</b>	Copper
Performance	<b>BEE Star Rating</b>	3
Packaging and Marking	Packaging Material	Recycled & Biodegradable Material
Warranty/Services	<b>Compressor Warranty</b>	5.0
Installation	<b>Installation</b>	Without installation(installation not offered)

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Nikhil Agnihotri	456335,Railway Microwave Station,Western Railway Nagda MP - 457001	2	30
2	Nikhil Agnihotri	452001,Railtel house Near railway station platform no.1 ,behind railway reservation office railway microtower indore M.P. 452001	2	30
3	Nikhil Agnihotri	457001,Railway Microwave Station,Desiel Shed Road,Western Railway Ratlam MP - 457001	2	30
4	Nikhil Agnihotri	457226,Joara Railway Station OFC Cable Hut	2	30
5	Nikhil Agnihotri	457770,Railway Microwave Station Bamania Railway Station	2	30
6	Nikhil Agnihotri	389151,Dahod Microwave Station Saat bungalow Dahod	2	30
7	Nikhil Agnihotri	458001,Mandsour Railway Station SSE Office OFC Cable Hut Mandsour	2	30
8	Nikhil Agnihotri	312001,Railway microwave tower Chittor neemuch road near railway samudayik bhawan Chittaurgarh Raj. 312001	2	30
9	Nikhil Agnihotri	453441,Mhow Microwave tower Near Railway Sport Ground, Dr. Ambedkar Nagar PIN Code 453441	1	30
10	Nikhil Agnihotri	389130,Railway Microwave Station Piplod Railway Station	2	30
11	Nikhil Agnihotri	457990,Railway Microwave Station Thandla Road Railway Station	2	30
12	Sh Vipin Ahirwar	470002,RailTel Corporation of India Ltd, Sr Section Engineer, Railway Door Sanchar Parisar (Telecom), Near Parcel office - PF No-1 Sagar Railway Station , Sagar-470002(Madhya Pradesh)- Mob- 9589019547/97300818631(Hi manshu)	1	30

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
13	Sh Vipin Ahirwar	470661,RailTel Corporation of India Ltd, Sr Section Engineer, Telecom Railway Station - PF No-1 Damoh Railway Station , Sagar-470661(Madhya Pradesh)- Mob- 9589019547/97300818631(Himanshu)	1	30
14	Sh Vikas Chaturvedi	486669,RailTel Corporation of India Ltd, Niwas Road - PF No-1 Niwas Road (NWB) Railway Station , Niwas Road (NWB)- 486669(Madhya Pradesh)- Mob- 9425667746/9004941359(Harideo)	1	30
15	Sh Virendra Patel	487001,RailTel Corporation of India Ltd, Narsinghpur Railway Telecom office - PF No-1 Narsinghpur Railway Station , Narsinghpur-487001-(Madhya Pradesh)- Mob- 9109141446/9730081831(Himanshu)	1	30
16	SAJID UDDIN	323001,Bundi MW complex near Bundi Railway station Bundi-323001- MOB- 9001043110	2	30
17	SAJID UDDIN	311604,MANDALGARH OFC complex Mandalgarh Railway station Mandalgarh-311604 distric bhillwara	2	30
18	SAJID UDDIN	321001,MW COMPLEX NEAR BHARATPUR RAILWAY STATION DISTRIC BHARTPUR-321001	2	30
19	Ashok Dwivedi	461111,RailTel Corporation of India Ltd,bhilakhedi yard microtower Itarsi Railway Telecom office - , Itarsi - 461111-(Madhya Pradesh)- Mob- 9179006351	2	30
20	Ashok Dwivedi	461331,RailTel Corporation of India Ltd, Telecomm Sheltor, Harda Railway Station , (Madhya Pradesh)- Mob- 9179006351	1	30
21	Manmohan Bajpayee	470117,Railway Microwave Tower near Bina Railway Station (M.P) Cell- 9179008082	2	30

**Buyer Added Bid Specific Additional Terms and Conditions**

1. **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.
2. 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.
3. 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.
4. 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.
5. 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.
6. **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.
7. **Shelf Life:** The Product to be supplied must have minimum 8 Shelf Life. On the date of supply, minimum 8 usable shelf life should be available / balance.
8. **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.
9. 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.
10. Scope of supply (Bid price to include all cost components) : Only supply of Goods
11. **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.
12. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1

price and contract will be awarded for percentage of 15% of total value.

13. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
14. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
15. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): NA  
Post Receipt Inspection at consignee site before acceptance of stores: at consignee site before acceptance of stores: RailTel Executive
16. 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.
17. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
18. 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 7 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.
19. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
20. 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 RailTel Corporation of India Limited Account No. 11037321307 IFSC Code SBIN0001821 Bank Name State Bank of India Branch address Churchgate Branch, Maharshi Karve Marg, Mumbai- 400 020. 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.
21. Buyer uploaded ATC document [Click here to view the file.](#)

## 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---**



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