बिड संख्या/Bid Number: GEM/2026/B/8173552
दिनांक /Dated: 31-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-11-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Urban Development Department Uttar Pradesh
संगठन का नाम/Organisation Name	E-municipalities - Eservices To Citizens And Employees Of Urban Local Bodies Of Uttar Pradesh
कार्यालय का नाम/Office Name	Np Barhalganj
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :eonpbarhalganjgr-up@nic.in Buyer Email id: buycon244.eecep.up@gembuyer.in
कुल मात्रा/Total Quantity	80
वस्तु श्रेणी /Item Category	LED Luminaire For Road And Street Lights Conforming To IS 10322 (Part 5/Section 3) (V3) (Q2)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	19 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

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) *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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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	10 %
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

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	80000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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 :

Executive Officer
Nagar Panchayt Barhalganj Gorakhpur, Urban Development Department Uttar Pradesh, e-Municipalities - eServices to citizens and Employees of Urban Local Bodies of Uttar Pradesh,
(Executive Officer)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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 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.
3. 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.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

LED Luminaire For Road And Street Lights Conforming To IS 10322 (Part 5/Section 3) (V3) (80 pieces)

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी 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)
Performance Parameters	**System Wattage (in Watt)**	90
	LED Luminaire System Efficacy (in lumen/watt)	100, 120, 140 Or higher
Construction	Ingress Protection (Entire Housing)	IP66 Or higher
Warranty	Minimum Standard Warranty	1.0 **(year)**

Additional Specification Parameters - LED Luminaire For Road And Street Lights Conforming To IS 10322 (Part 5/Section 3) (V3) (80 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Scope Of Supply	LED Street Light 90W On 7mtr Octagonal Pole Single Arm With All Equipment Purchase With Installation Work.

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

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	SUNIL KUMAR	273402,nagar panchayt barhalganj	80	120

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 (Increased quantity ÷ Original quantity) × 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. **Forms of EMD and PBG**

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

Rs. 80000.00/-,
payable at
Executive Officer Nagar Nagar Panchayt Barhalganj Gorakhpur
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Rs. 80000.00/-, Executive Officer Nagar Nagar Panchayt Barhalganj Gorakhpur
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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Buyer Added text based ATC clauses

(i)-It Will Be Mandatory For The Firm To Send Light Sample Before The Bid End Date. If the sample is not se nt by the Company, Than it will not be considered.

1-It Will Be Mandatory For The Firm To Send Light Sample Before The Bid End Date. It Will Be Mandatory For The Firm To Upload The EMD Copy Any Exemption Not Allowed & Send EMD Original Copy Before The Bid End Date.

2- Farm (The Bid holder will have to submit a Three Year Original Scanned Experience, Three Year Original Acknowledgements with I.T.R. Forms & Balance Sheet And CA Verify Turnover Certificate With UDIN No., GST, PAN, Bank A/C Details), OEM Company(PAN, GST Certificate, Trademark, Manufacturing Certificate, P.W.D Certificate, NABL Certificate, OSRAM Certificate, BIS Certificate, ISO (9001-2015,14001-2015) Certificate, LM79, LM 80, TDS, TTS, Light Catalog),

3- Rs.100 Stamp Paper With Notri Self & Non Black List Declaration.

4- It is mandatory to send the sample of the product before opening the bid If the sample is not sent by the Company, Than it will not be considered.

5- If the uploaded document is Not Readable than the Seller will be Disqualified.

6- Bidder May Rejected At Any Time In Bed Process If Any Wrong Document/Information Found.

7- An affidavit that if the bidder, to the effect that all the records and documents are true and correct, if th

e deficiency is found in the said record and document, the agency. Whatever the legal proceeding will be t aken against the agency in relationship to the Above, it will be accept, on stamp of Ten/Hundred Rupees.

8- Bidder must submit Last Six Month updated GST Return Certificate

9- Bidder must submit Last Three Year TDS Certificated

5. Financial Criteria

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

6. Scope of Supply

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

Goods and Training of operators and providing Statutory Clearances required (if any)

7. 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.

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

9. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer’s

Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

10. Certificates The bidder is required to upload, along with the bid, all relevant certificates such as BIS lice nce, type test certificate, approval certificates and other certificates as prescribed in the Product Specifica tion given in the bid document.

11. Certificates To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): All Document Mention In Bid ATC.

12. Turnover

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

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.

13. Turnover

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 t he bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant period s or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the rel evant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is le ss than 3 year old, the average turnover in respect of the completed financial years after the date of consti tution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED T O primary product having highest bid value should meet this criterion.

14. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to

provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The

comprehensive warranty shall be covering the following scope 5 Year (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)

15. 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 i ndicated in the relevant clause of the bid.

16. Warranty

Warranty period of the supplied products shall be 5 years 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 uring

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.

17. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and

installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e.cu rrent year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should b e uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid valu e should meet this criterion

18. Past Project Experience

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

19. Sample Clause

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to ea ch consignee (one reference sample per consignee) for comparing the lot received at consignee end with s uch reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

20. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Ag

ency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premis es (applicable only if pre-dispatch inspection clause has been selected in ATC): Yes

Post Receipt Inspection at consignee site before acceptance of stores: Yes

21. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):Before dispatch, the g oods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External I nspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller pre mises (or at designated place for inspection as declared / communicated by the seller) for their complianc e to the contract specifications. Fee/Charges taken by the External inspection Agency and any external lab oratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pr e-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated Ext ernal Inspection Agency and the date for testing. The goods would be dispatched to consignee only after cl earance in pre-dispatch inspection. Consignee's right of rejection as

per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reas on of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominate d External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into acco unt 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection b eyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

22. Inspection

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the design ated AHSP labs.When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

23. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a regist ered office in India to provide after sales service support in India. The certificate to this effect should be su bmitted.

24. Generic

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

25. Generic

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

26. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceed ings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

27. Generic

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

28. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsi bility in this regards. GST reimbursement will be as per actuals or as per applicable rates

(whichever is lower), subject to the maximum of quoted GST %.

29. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers c an match and verify the Data Sheet with the product specifications offered. In case of any unexplained mis match of technical parameters, the bid is liable for rejection.

30. Generic

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

31. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, man ufactured 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 su bmitted 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.

32. Generic

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

33. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not con tain 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 t o activation of any such malicious code in embedded software.

34. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting t he site shall be borne by the Bidder.

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all

liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any ki nd of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary

information with regard to site, surrounding, working conditions, weather etc. on its own before submissio n of the bid.

35. Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Aut

horisation Form /Certificate with OEM/Original Service Provider details such as name, designation,

address, e-mail Id and Phone No. required to be furnished along with the bid

36. Generic

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

37. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be co mpatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall

have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: Year

38. Generic

The successful bidder has to supply all essential accessories required for the successful installation and co mmissioning 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:

39. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of bu yer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior w ritten 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 pe rformance of the Contract and the Sellers obligations there under.

40. Generic

The seller is required to print logo as per buyer's requirement.

41. Generic

Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy ava ilable 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 Purc hase Order on the Seller.

42. Generic

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

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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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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 कार्रवाई 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---