

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770965118

अनुबंध तिथि | Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4728989](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Urban Development Department Uttar Pradesh संगठन का नाम Organisation Name : NAGAR PANCHAYAT BANSDIH BALLIA कार्यालय क्षेत्र Office Zone : NAGAR PANCHAYAT BANSDIH	पद Designation : clerk संपर्क नंबर Contact No. : 05494-123321- ईमेल आईडी Email ID : buycon3.npbb.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : EO Office Bansdih ballia, BALLIA, UTTAR PRADESH-277001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : Executive Officer / Chairman वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Executive Officer / Chairman	Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : clerk ईमेल आईडी Email ID : buycon3.npbb.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : EO Office Bansdih ballia, Ballia, UTTAR PRADESH-277001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : AVPS210004040763 कंपनी का नाम Company Name : ATUL CONSTRUCTION AND SUPPLIERS संपर्क नंबर Contact No. : 09451678181 ईमेल आईडी Email ID : atul.ncit1@gmail.com पता Address : -, PIPRA, PIPARA UTTAR PATTI, BHATPARARANI, DEORIA, Deoria,, Deoria, UTTAR PRADESH-274702, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN : 09FQVPS5813P1ZI

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Unbranded Yes WLed Luminaire Light ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : LED Luminaire (for Road and Street Lights) as per IS 10322, IS 16107, IS 16108, IS 16103, IS 10322 (Q3) मॉडल Model: hpl Yes WLed Luminaire Light (60W) एचएसएन कोड HSN Code: HSN not specified by seller	150	pieces	9,923	NA	1,488,450
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,488,450

परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दैनिक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : buycon3.npbb.up@gembuyer.in संपर्क Contact : 05494-123321- जीएसटीआईएन GSTIN : -	Unbranded Yes WLed Luminaire Light	-	150	16-Mar-2024	14-Jun-2024

Product Specification for Unbranded Yes WLED Luminaire Light

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
STANDARDS	LED Luminaire conformity to IS:10322/Part 5/Section 3/2012 latest and IS: 16107 (Part 2/Sec 1):2012 latest	Yes
	Photo biological safety of LEDs used shall be as per IS:16108/2012 (exempt group)	Yes
	Types of LED Luminaire as per the IS: 16107(Part-2/ Sec.-1)/2012	Type B
	Types of LED Modules as per the IS:IS: 16103(Part-2)/2012	Type 3
	LED Rating (in Watts)/System Wattage/Rated Power	60W
	Luminaire System Efficacy (Lumen/watt)	>= 100 Lm/Watt
	Ingress Protection (IP Rating) as per IS:10322 (Part 1):1982 latest	IP66
	Warranty for free replacement (in years)	5
ELECTRICAL EFFICIENCY	Input operating Voltage range and frequency	140 to 270 V olts AC at 50 Hz+/-2 with auto cutt off at below 120V
	Automatic Higher Cut off voltage above 300 volt	Yes
	Rated voltage	230 V AC 50 Hz
	AC Power Factor at full load	≥ 0.95
	Driver Efficiency (in %age) Upto 100W: ≥85%, Above 100W: >=90%	Yes
	Total Harmonics Distortion	≤ 10
	"The total circuit power shall not be more than 110 percent of the value declared by the manufacturer (as per Cl. 8 of IS:16104:2012 lates)"	Yes
OPTICAL	LED chip Efficacy	≥130 Lm/Watt
	Colour temperature	6000+/-500K
	Working life for LED (Minimum 50,000 burning hours as per LM-80 and LM 21 reports)	Yes
	Colour Rendering Index(CRI)	≥70
	LED Beam Angle	≥120
	Optic lense materal (UV stabilised)	Poly carbonate lense
THERMAL MANAGEMENT	Heat sink should be die-cast aluminium along with sufficient heat sink fins to dissipate heat effectively	Yes
	Junctiojn / Soldering point temperature shall not exceed 85 deg.c as per LM 80 report	Yes
	Capacitor shall be rated for a temperature of 105 deg. celsius or better	Yes
	Operating temperature range	-10 deg C to +50 deg C
	Operating Humidity Range	10 % to 95% RH
PROTECTION	Short circuit Protection	Yes
	Over load protecton	Yes
	Over Voltage protection	Yes
	Reverse polarity	Yes
	High voltage test (1.5 KV for one minute between supply terminals and body of the unit)	Yes
	Insulation resistance between earth and current carrying part	>100 M Ohm
	The luminaire shall be protected against surges and transients (Internal)	>=5KV
	The luminaire shall be protected against surges and transients of >=10KV (External)	Yes
	The Luminaires casing/housing (single piece housing) shall be pressure die casted aluminium alloy with higher thermal conductivity	Yes
	The luminaire body must be corrosion resistant powder coated	Yes
	All fastners must be of stainless steel	Yes
	Protection of the entire housing (both LED section and driver section) as per IS:10322 (Part 1):1982 latest	IP66
	Extruded silicon loop gasket shall be provided in the lantern body to ensure a weather proof seal between the UV Glass cover and the metal housing to exclude the entry of the dust, water, insects etc.,	Yes
	Luminaries light transparency should be of Toughened glass	Yes

CONSTRUCTIONAL	Toughned transparent glass cover thickness	>/=4 mm				
	Toughned Glass shall not get discoloured shall not suffer degradation due to heat and ageing within warranty period	Yes				
	Number of electronic control gear (power supplies)	1 No.				
	Light Source	SMD LED Chip as per LM 80/IS16106				
	Driver components shall be industrial grade or above	Yes				
	PCB shall be FR4 grade minimum 0.8 to 1.0 mm thick or more	Yes				
	The Luminaires works on single phase three wires system (Phase, Neutral and Earth)	Yes				
	Suitable connector shall be provided for LED connection between driver output and LED	Yes				
	Length of ISI marked three core wire (shall be provided along with supply of material)	50 cm				
MARKING	"Manufactures Name and and brand on the aluminium die cast body "	Engraved/Embossed				
	Manufacturer's name, model number, serial number	Yes				
	Date of manufacture (month-year), and lot number as identification mark inside each unit and the outside of each packaging box	Yes				
	The operation characteristics voltage and power be marked inside of each LED luminaire unit	Yes				
	Diameter of pole Luminiare suitable for: (upto 45W Pole OD: shall be 40mm), (>45W<120W Pole OD: Shall be 50 mm), (above 120W: OD shall be 60 mm for which luminiare is suitable	Yes				
Reports And Certifications	LED Make	OSRAM / NICHIA / CREE / SAMSUNG / SEOUL / LUMILEDS / PHILIPS / SYSKA / LUMENMAX / EVERLIGHT / EDISON / BRIDGELUX / NATIONSTAR / REFOND				
	System must have EMI/EMC compliance as applicable (Test reports shall be furnish to the buyer / consignee on demand)	Yes				
	LM 79 (Photometry) (Ref.IS:16106:2012) report from Central Government Lab /NABL/ILAC accredited lab. Reports shall be furnish to the buyer / consignee on demand (LM-79 report shall have total lumen output, power, PF, Current in Amps, CRI & CCT etc.,	Yes				
	LM 80 & TM 21 (Ref. IS:16105:2012) Report and Photo biological report for LED report from Central Government Lab /NABL/ILAC accredited lab. Reports shall be furnish to the buyer / consignee on demand (LM-80 report shall have the Pohoto Biological re	Yes				
	Availability of test Report from Central Government Lab /NABL/ILAC accredited lab to Indian Standrad IS:10322/part 5/sec-3/2012 and IS 16107 (Part 2/Sec 1) : 2012	Yes				
	Seller shall furnish the Type test reports to the buyer / consignee on demand	Yes				
	DC or AC supplied electronic control gear for LED Module shall comlpy as per IS:15885 (Part 2/Sec.13)	Yes				
	LED Luminaire for road and street lighting shall comply with Complusory Registration(CRS) of BIS for safety as per IS 10322 (Part 5/Section 3): 2012 as applicable on date	Yes				
<p>टिप्पणी Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.</p>						
<p>शुद्धिपत्र Corrigendum</p> <p>1. तक बढ़ाया गया Extended Upto : 2024-03-16 10:00:00</p>						
<p>ईपीबीजी विवरण ePBG Detail</p> <table border="1"> <tr> <td>सलाहकार बैंक Advisory Bank :</td> <td>NA</td> </tr> <tr> <td>ईपीबीजी प्रतिशत (%) ePBG Percentage(%):</td> <td>NA</td> </tr> </table>			सलाहकार बैंक Advisory Bank :	NA	ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA
सलाहकार बैंक Advisory Bank :	NA					
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA					
<p>नियम और शर्तें Terms and Conditions</p> <p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p>						

2.1 Generic

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

2.2 Forms of EMD and PBG:

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

Rs. 94480.00/-,

payable at

Executive Officer Nagar Panchayat Bansdih Ballia

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.

2.3 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 (Name of the Buyer). 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

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

1-It Will Be Mandatory For The Firm To Send All Sample Before The Bed 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, O SRAM Certificate, BIS Certificate, ISO (9001-2015,14001-2015) Certificate, LM79, LM 80, TDS, TTS, Light 45W, 60W, 90W 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 the deficiency is found in the said record and document, the agency. Whatever the legal proceeding will be taken 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 licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification 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 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.

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

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. In case of bunch bids, the OEM of

CATEGORY RELATED TO 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

indicated 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 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.

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

Party Inspection release note, etc.

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 each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such 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 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): 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 goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the

seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories 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 pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance 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 reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 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 designated 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 registered office in India to provide after sales service support in India. The c

ertificate to this effect should be submitted.

24. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's

approval, within 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 approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be re-fixed 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 proceedings, 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 market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

28. Generic

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

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

29. Generic

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

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, 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.

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 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.

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 the 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 kind 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 submission of the bid.

35. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation 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 compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall

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

re as under: Year

38. Generic

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

39. Generic

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

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 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.

42. Generic

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.