

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-03-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-03-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Cooperative Department Uttar Pradesh
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Uttar Pradesh State Warehousing Corporation
कुल मात्रा/Total Quantity	50
वस्तु श्रेणी /Item Category	Gas Analyser (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	13 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	5 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
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
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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a) 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.

लाभार्थी /Beneficiary :

Manager

Uttar Pradesh State Warehousing Corporation, Cooperative Department Uttar Pradesh, N/A,
(Sheo Janm Prasad Gautam)

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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 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. 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. 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.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Gas Analyser (50 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Gases Measurements	Leak Test	Electronic, Manual, No
Technical Parameter	Technology Used to check the parameters	Electrochemical
	Optional Sensors	NOx, SOx, Temperature
	Sample train	Borosilicate Glass Impringer, NA
	Number of Impringer	1, 2, 3, 4, 5, 6
Mandatory Gases Option	Parameters to check - CO,CO2,HC,O2	Yes, No
	Parameters to check - Nox, Sox	Yes, No
Features	Optional Test Parameters	AFR, Temperature, RPM, Lamda, Leak, NA
	Standard Accessories	Sampling probe, Sampling tube, RS232 INTERFACE CABLE, BATTERY CABLE, SOFTWARE CD
	Inbuilt Printer	Yes, No
	Buttons	Soft Touch Keys, Push Buttons, NA
	Display Type	LED, LCD, NA
	Separate window for displaying PEF/RPM/?/AFR/NOx & Oil temperature values	Yes, No
	Confirms to ISO 3930 Standards	Yes, No
	Display Optional Parameters	Lambda, AFR, PEF, NA
	Handheld	Yes, No
Purchase Guidelines	Warranty in years	1, 2, 3, 5, 7, 10 (year)
	Demonstration of equipment and training to be provided to buyer on demand	Yes, No
	Calibration tests Certificate	Yes, No

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sheo Janm Prasad Gautam	226007,Uttar Pradesh State Warehousing Corporation, New Hyderabad, Near Post Office	50	30

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

1. Generic

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

2. Generic

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

UP State warehousing corporation
Post box 196
New Hyderabad
Nishatganj
Lucknow
.

3. 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.

4. 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

5. 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 %.

6. 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.

7. Generic

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

8. **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 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.

9. **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.

10. **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 certificate to this effect should be submitted.

11. **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):

1

Post Receipt Inspection at consignee site before acceptance of stores:

1

12. **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.

13. Forms of EMD and PBG

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

up state warehousing corporation

Account No.

50200105104087

IFSC Code

HDFC0005822

Bank Name

HDFC

Branch address

Deva Road Lucknow

. 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.

14. Financial Criteria

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

15. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

16. 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.

17. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ARBITRATION: -

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole Arbitration of person to be appointed as Arbitrator by the Managing Director of corporation as per provisions of Arbitration and conciliation Act 1996 as amended from time to time. The award of such Arbitration shall be final and binding on the parties to this contract. In the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the U.P. State Warehousing Corporation at the time of such transfer, vacation of office or inability to Act or resigning, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which, it was left by the predecessor. The Arbitrator shall give reasons for Award which shall be binding for both parties.

Provided further that any demand for Arbitration in respect of any claim(s) of the Contractors, under the Contract Act shall be in writing and made within one (1) year of the date Termination or Completion (expiry of the period) of the Contract and where this provision is not complied with, the claim(s) of the contractors shall be deemed to have waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

The venue of the Arbitration shall at Lucknow.

The Arbitrator shall be deemed to have entered the reference on the date he issues Notice to both the parties, fixing the date of the next hearing.

The work under the Contract shall, continue during the period of Arbitration proceedings and no payment due or payable to the Contractor shall be With-held on account of such proceeding.

The cost of Arbitration shall be borne by the parties, as per the Arbitration and conciliation Act 1996.

The Arbitrator shall give separate Award in respect of, each dispute or difference referred to.

1>UPSWC reserves the right to accept or reject any or all tenders without assigning any reason/notice whatsoever and are not bound to accept the lowest tender. UPSWC also reserves the right to scrap the tender enquiry at any stage without assigning any reason and UPSWC will not be liable for any costs and consequences incurred by the intending tenderer.

Pre post inspection - SWC officers will draw samples & refer to BIS/NABL accredited lab.

2>**Indemnity** if the supplier is found to be involved in any cheating/fraud during the pre/post purchase sampling or during the contract period and if the documents attached along with the tender form are found false/manipulated/forged & it is proved after enquiry that such fraudulent or cheating act has been committed by the supplier/contractor. the contract of supply shall be terminated & supplier will be blacklisted & security will be forfeited.

3>**manufacturing** the manufacturer who is blacklisted/blacklisted/security forfeit/debarred/FIR lodged by corporation/state government/ central government or any other company during last three years will not be eligible for this bid. bidder must submit declaration against above on rs.100 stamp paper duly notarized.

4>**Advance Sample**> the successful bidder has to provide advance sample of the product at UPSWC New Hyderabad Lucknow 226007 before delivery to FOR destination.

5>**Specification-Phosphine gas detector** **ONS - (Phosphine (PH₃))**

TECHNICAL SPECIFICATIONS

Gas Detected Phosphine (PH₃)

Concentration Range 0-20ppm

Resolution

Detection Principle Electrochemical Sensor

Accuracy

Inherently +/-2% (but also depends on the accuracy of the calibration gas & method)

Sampling Diffusion Mode

Humidity 0%-95% RH (non-condensing)

DISPLAY & INDICATOR SPECIFICATIONS

Display - Backlit 8x2 Alphanumeric OLED Display

Function Keys F or Increment, Decrement and Setting

Electronic Alarm 85db Audio Alarm, Visual LEDs

ELECTRONICS AND ELECTRICAL SPECIFICATIONS

Electronics Microprocessor based instrument

Connectivity RS-232 for PC and Printer connectivity

Data logging facility for up to 3000 samples

Data logging with user settable features

Data Logging Records gas readings along with time/date

Power Source 7.4 v/1500 mAH Li-ion rechargeable battery

PHYSICAL SPECIFICATIONS

Operating Temperature Range -20 to +50 Degree Celcius

Operating Pressure Ambient +/- 10%

Enclosure ABS Plastic

Weight 230 grams

Dimensions - H x W x D: 2.7x2.6x1.6 inch/7.0x6.7x4.1 cm(4 series sensor models)

Standard Accessories Date Logging Cable, Carrying Case

Typical Battery Life 12 Month(6Month for 1-Series O2)

Connected WorkerBluetooth Low Energy (BLE_Ability to connect to Honewell,s Safety communicator App)

Ingrss Protection IP66/68

Self-Test Sensor integrity circuitry battery and audible/visual alarms on activation battery(continuous

CERTIFICATIONS AND APPROVALS

ATEX Class1,Division1,Group A,B,C,D,T4

Class I,Zone 0,AEx ia IIC T4 Ga -40 degree Celcius<Tamp<60 degree

Sira 18 ATEX2243

CE2460 II 1G Ex ia IIC T4 Ga IM1 Exia I Ma -40Cs Tamb≤ 60°C

WARRANTY- 2 years for 4-Series detectors and sensors

Size 2.7x2.6x1.4 inch/7.0x6.7x3.6 cm(1-Series sensor models)

2.7x2.6x1.6 inch/7.0x6.7x4.1 cm(4-Series sensor models)

Weight 3.6 to 4.1 oz/103 to 116 g. depending on installed sensor.

Humidity 0%-95% RH(non-condensing).

INGRSS PROTECTION IP66/68

ALARMS AND TYPE Visual vibrating,audible(95dB);Low,High TWA,STEL,non-compliance.

SELF-TEST Sensor integrity,circuitry, battery and audible/visual alarms on activation battery(cont inuous).

TYPICAL BATTERY LIFE 12 month(6month for 1-Series O2)

CONNECTED WORKER Bluetooth Low Energy(BLE_-Ability to connect to Honewell,s Safety communicator Ap p)

USER OPTIONS . Rest TWA,STEL and. Assign workers and
Peak readings location assignments

English, . Change High,Low,TWA and .Language select :
 STEL Alarm setpoint French,Japneseese,Chinese,
 .Latching alarms Korean,Portugese,Dutch
 .Enable Intelliflash and (Honeywell BN" Solo Lite",
 non-comliance indicators
 English,Russian,Japanese.)
 .Set calibration and/or bump test reminders

CERTIFICATIONS AND APPROVALS

SP: Class1,Division1,Group A,B,C,D,T4

Class I,Zone 0,AEx ia IIC T4 Ga -40 degree Celcius<Tamp<60 de
 gree

ATEX

Sira 18 ATEX2243

CE2460 II 1G Ex ia IIC T4 Ga IM1 Exia I Ma -40Cs Tamb≤ 60°C

IECEX:

IECEX SIR 18.0058

Ex ia IIC T4 Ga/Exial Ma -40°Cs Tamb s 60°C

FCC ID:

SU3BWS1

IC:

20969-BWS1

RED:

RE-D Directive 2014/53/EU

For additional certifications, please review the manual or consult
 Honeywell Analytics.

WARRANTY:

3 years for 1-Series detectors and sensors (H₂S, CO, O₂)

2 years for 4-Series detectors and sensors

(1 year for NH₃, Cl₂, O₃, ETO, ClO, sensors)

6>Security- succesfully bidder has to submit

security deposit @5% of the bid value only via RTGS in account mentioned
 above.

7>Declaration Of Near Relative

- a) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers/employee of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest/stake in the BIDDER's firm, then the bid will be rejected summarily. A declaration regarding the same shall be uploaded by the bidder on company letter head

18. 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.

19. **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.

20. **Warranty**

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 15 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.

21. **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.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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.

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.

[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---