

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-07-2025 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-07-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Aligarh Muslim University (amu)
कार्यालय का नाम/Office Name	Up
कुल मात्रा/Total Quantity	62
वस्तु श्रेणी /Item Category	LED Luminaire (Recessed Luminaire) (V3) Conforming to IS 10322 (Part 5/Section 2) (Q3) , LED Luminaire for Floodlight (V2) Conforming to IS 10322 (Part 5/Section 5) (Q3)
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 Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption 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,Additional Doc 1 (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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
विगत प्रदर्शन / <b>Past Performance</b>	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	LED Luminaire (Recessed Luminaire) (V3) Conforming to IS 10322 (Part 5/Section 2)
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
अनुमानित बिड मूल्य /Estimated Bid Value	18030
मूल्यांकन पद्धति/Evaluation Method	Item 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	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(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 :**

FINANCE OFFICER

### विभाजन/Splitting

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

### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.

2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

#### मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / <b>Evaluation Schedules</b>	अनुमानित मूल्य / <b>Estimated Value</b>	वस्तु/श्रेणी / <b>Item/Category</b>	मात्रा / <b>Quantity</b>
Schedule 1	2550	Led Luminaire (recessed Luminaire) (v3) Conforming To Is 10322 (part 5/section 2)	50
Schedule 2	15480	Led Luminaire For Floodlight (v2) Conforming To Is 10322 (part 5/section 5)	12

#### **LED Luminaire (Recessed Luminaire) (V3) Conforming To IS 10322 (Part 5/Section 2) ( 50 pieces )**

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

#### 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)
RATING	<b>Rating of Recess type LED Luminaire/System Wattage/Rated Power (in Watt)</b>	36
	<b>Colour temperature (in K) (+/- 500 K)</b>	6000

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	<b>Light Intensity (System Lumens) (in lm/watt) (hint: Total Lumen Calculation: Example: 3 W LED Rating x 80 Lumen/Watt = 240 Lumens, 3 W LED Rating x 90 Lumen / Watt = 270 Lumens, 3 W LED Rating x 100 Lumen/Watt = 300 Lumens)</b>	100
	<b>LED Chip Efficacy (in lm/watt)</b>	>/=130
	<b>Shape of the Fixture</b>	Square
	<b>Size of the Fixture</b>	600 mm x 600 mm
CONSTRUCTION	<b>Diffuser Material</b>	Poly carbonate (PC) (UV Stabilized)
	<b>Number of electronic control gear (power supplies)</b>	1

**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	Anas Ahmad Alvi	202002, Works & Maintenance New Block D/o Electricity Aligarh Muslim University	50	15

**LED Luminaire For Floodlight (V2) Conforming To IS 10322 (Part 5/Section 5) ( 12 pieces )**

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

**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)
LED RATING	<b>LED Rating/System Wattage/Rated Power (in Watts)</b>	200

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Colour Temperature (in K) (+/- 500K)	6000

#### 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	Anas Ahmad Alvi	202002, Works & Maintenance New Block D/o Electricity Aligarh Muslim University	12	15

#### 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

**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.

##### 3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

##### 4. 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 %.

##### 5. 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.

**6. 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.

**7. 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

**8. Generic**

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

**9. 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.

**10. 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:

AS REQUIRED FOR STANDARD INSTALLATION

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**11. 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.

**12. 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.

**13. Scope of Supply**

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

#### 14. **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.

#### 15. **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.

#### 16. **Service & Support**

**Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

#### 17. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 18. **Service & Support**

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

#### 19. **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):

AS DECIDED BY THE COMPETENT AUTHORITY

Post Receipt Inspection at consignee site before acceptance of stores:  
AS DECIDED BY THE COMPETENT AUTHORITY

#### 20. **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.

#### 21. **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.

#### 22. **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.



## 23. **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):

QUALITY TESTING REPORT OF THE PRODUCT FROM GOVERNMENT CERTIFIED LAB

## 24. **Warranty**

Warranty period of the supplied products shall be 1 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.

## 25. **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

FULL FUNCTIONING OF THE EQUIPMENT

(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)

## 26. **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.

## 27. **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 3 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.

## 28. **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.

## 29. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary

name

FINANCE OFFICER. ALIGARH MUSLIM UNIVERSITY

Account No.

10612177094

IFSC Code

SBIN0005555

Bank Name

STATE BANK OF INDIA

Branch address

AMU BRANCH ALIGARH

. Bidder to indicate bid number and name of bidding 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 along with bid.

### 30. **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

FINANCE OFFICER, ALIGARH MUSLIM UNIVERSITY

Account No.

10612177094

IFSC Code

SBIN0005555

Bank Name

STATE BANK OF INDIA

Branch address

AMU BRANCH ALIGARH

. 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.

### 31. **Financial Criteria**

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

### 32. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Documents that are incomplete/ incorrect/ unclear/unlivable, not accompanied by a registration certificate/ not accompanied by other mandatory enclosures shall be rejected outrightly.
2. Arrangements of all the documents related to taxation and others shall be the sole responsibility of the bidder.
3. Providing any false/wrong information (including the supply of any wrong contact information, leading to the loss of communication) will be treated as a breach of contract/tender.
4. If, as a result of the post-payment audit, any less payment is detected in respect of the order by the awardee bidder under the bid, it shall be recovered by the Aligarh Muslim University, Aligarh, from the awardee bidder.
5. The tender(s)/quotation(s) containing uncalled-for remarks are likely to result in rejection.
6. Any increase in the rate during the service period shall not be acceptable.
7. The bidding firm should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this request for empanelment and in the execution of the agreement.
8. An order letter is non-transferable, and the vendor should invariably submit in the given format only duly signed by the competent signatory.
9. No Bid will be accepted in hard copy, fax, e-mail or any other such means. The intending bidders are required to submit the bid through GeM portal.
10. Bidders should take into account any corrigendum published on the Bid document before submitting their bids.
11. The bidder should ensure that they are well prepared before uploading the enclosures with the bid document so as to avoid missing any supporting document with the bid. The bid documents

can be in PDF formats. Original Bid documents may be scanned and uploaded in compliance with GeM guidelines. The bidder should ensure that the documents uploaded are CLEAR and LEGIBLE.

12. Participation in the bidding process shall be automatically deemed to be unconditional acceptance of all the terms and conditions of the bid document. Therefore, all bidders are hereby explicitly informed that conditional offers shall not be considered and liable to be summarily rejected.
13. In case the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the Bid Security / EMD, Security Deposit and Performance Guarantee shall stand forfeited in case of non-compliance as applicable.
14. The bidder(s) who is found involved in Bid manipulation or unfair practices or withdraws their Bids in support of others may be banned from future bidding in the University. This is without prejudice to any other recourse to law available to the University.
15. Wherever authorized representatives are to attend in person, they shall carry an authorization letter with valid documents.
16. All Bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The University does not bind itself to accept the lowest or any Bid and reserves to itself the right to accept the whole or any part of the Bid, and the Bidder shall be bound to perform the same at the rate quoted.
17. Canvassing in connection with Bids is strictly prohibited, and the bid submitted by the bidder, who reports to canvassing, will be liable to rejection and blacklisting for future bidding(s) in the University.
18. In addition to the conditions laid down above, the bidders are required to go through the General Conditions of the bid / contract, special conditions of the bid / contract and the preamble attached with the article of agreement as the same are bindings on the bidders & contract shall be dealt with these conditions.
19. No complaint / request on the rates / quality etc. will be entertained after finalizing the contracts.
20. No, any request of the bidder for modifications/changes in tender terms and conditions or addition of new terms and conditions will be conserved (if any additional / modified terms and conditions are mentioned by the bidder anywhere in bid documents, they will automatically be nullified).
21. **RISK PURCHASE CLAUSE:** In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order/ AT, or in the event of a breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving notice to defaulting supplier. The cost as per the Risk Purchase exercise may be recovered from the bills pending with the supplier, even against any other suppliers outside this contract, or even from the pending bills with any other Govt. Department/Ministry. In the event of the contract being cancelled for any breach committed and the purchaser affecting the repurchase of the subject store at the risk and cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.
22. **NON-BLACK LISTED CERTIFICATE:** Bidder/OEM will upload a self-certificate stating that his firm has not been blacklisted/ banned/ debarred by any Govt./ PSU agencies in the recent past and also not under liquidation /court receivership /similar proceedings. (Note: Format attached to buyer-uploaded ATC document.)
23. **RIGHT TO REJECTION:** Electricity Department will be accepted after inspection and only if they are found to be up to the standard specification. The decision of the Purchase Committee shall be final as to the quality of the stores and shall be binding upon the tenderers, and in case any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected stores must be removed by the tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the tender. The store in charge of the concerned will take a reasonable view of such materials but in no case shall be responsible for any loss, shortage, or damage that may occur to them while they are on the premises or the consignee.
24. **COMPLIANCE OF SPECIFICATION:** The bidder has to upload compliance with the specification by mentioning complied/not complied with each parameter.
25. **MAKE-IN-INDIA CLAUSE:** For make-in-India preference, preferences will be decided as per the latest guidelines.
26. **PERCENTAGE OF LOCAL CONTENT:** The bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid. The certificate should be in the format as attached under "Buyer A

- dded Bid Specific ATC".
27. MANUFACTURE AUTHORIZATION: Whenever authorized distributors / service pro vendor are submitting the bid, a Manufacturer Authorization From (MAF)/ Original Service Provider Certificate, mentioning the bid number and date with the bidder's details like firm name, address and GSTIN duly original ink signed / digitally signed having the details of the issuing person such as name, designation, address, e-mail and phone no. (must be the mobile number of the issuing person) are required to furnish under "OEM Authorization Certificate". The MAF should be in the format as attached under "Buyer Added Bid Specific ATC".
  28. Comply with Rule 144 (xi) of GFRs, 2017: Whenever required, the bidder must upload a certificate regarding compliance of Rule 144 (xi) of GFRs, 2017 duly provided by the OEM in the format as attached under "Buyer Added Bid Specific ATC" under "OEM Authorization Certificate".
  29. CAPACITY VERIFICATION: The University reserves the right to carry out capacity verification of the firms participating in the bid to ascertain the production capacity of firms at the time of technical evaluation if required.
  30. In case of any dispute between the parties in relation or arising out of this Agreement, before the invocation of the Arbitration Clause, the aggrieved party shall refer the matter to the Vice-Chancellor, AMU for pre-litigation settlement. The Vice-Chancellor, AMU upon such request for mediation shall himself or through his nominee shall mediate between the parties to resolve the issue and shall express his opinion in writing after making an effort for settlement after giving both parties an opportunity of being heard. In the event the mediation fails the mediator shall refer the matter to Arbitration.
  31. The items shall be brand new, unused & of prime quality. The manufacturer shall warrant that the product supplied will be free from all defects & faults in material, workmanship & manufacture and shall be in full conformity with ordered/bid specifications. The warranty shall cover a minimum period, as mentioned in the bid documents, from the date of receipt of materials/installation at the site. The equipment shall be guaranteed for trouble-free performance and against any defects in material, workmanship, design, and any abnormal behaviour. Defective goods/materials or parts notified by Buyer to the Seller shall be replaced immediately by the Seller on an F.O.B destination basis, including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good, notwithstanding inspection, payment, and acceptance of the goods. The bidder must ensure that all items are comprehensive with inclusive of onsite service support on all the Materials supplied and installed under this contract.
  32. SELF-CERTIFICATE FOR ACCEPTANCE OF ATC IS REQUIRED: The bidder will submit a self-certificate stating that "(write name of firms) is accepting all terms and conditions of the ATC of Bid No. .... Dt: ... / .../ 2025" under "Additional Doc 1".
  33. Regarding Past Performance & Experience Criteria: The bidder is advised to fill out the details in the format attached under the Buyer Added Bid Specific ATC document clause and upload the same under "Additional Doc 1". In support of this, the bidder is also advised to upload year-wise a copy of all quoted CRAC (Consignee Receipt and Acceptance Certificate) / SDA (Service Delivery Acceptance) / Satisfactory Supply Certificates with proper numbering, and in the absence of the same, it cannot be considerable.
  34. Bidder will be liable to abide by all terms and conditions given in tender documents.
  35. The awardee vendor has to adhere strictly to the time limit.
  36. All disputes relating to this tender shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor, AMU, whose decision will be binding on both parties.
  37. All disputes arising out of this bid shall be subject to the jurisdiction of Courts at Aligarh only.
  38. Any conditional bid is not acceptable and seems to be rejected.
  39. Errors and omissions excepted.
  40. The Bidder's rating should be at least three stars on the GeM portal.
  41. PRE-BID: All the bidders are advised to participate in the pre-bid as mentioned in the bid documents. (if mentioned in the bid documents)
  42. Relevant documents in support of eligibility criteria must be attached with the documentation duly self-inked, signed, and attested.
  43. Bidder must upload an undertaking regarding compliance with Additional Specification Parameters.

### 33. Buyer Added Bid Specific ATC

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

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**