

GeM | Published Bids

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## Bid Listing

Contains Enter Keyword

It may take up to 15 mins to reflect newly published bids or any modification in bids to show up in search results.

**Filters** Reset

- ☒ Published Bids/RA
- ☐ Bid/RA Status

By Bid Type:

- ☒ All Bid/RA (299)
- ☒ Published Bid (281)
- ☐ Published RA (1)
- ☐ Draft Bid/RA (2)
- ☐ Bid To RAs (1)
- ☐ Cancelled Bid/RA (5)

Showing 1 - 10 records of 281 records

Sort by: Bid End Date: Latest First

**BID NO: GEM/2024/B/5396035**

Items: Computer Printers, Multifunction...  
Specification(S)  
Remaining Days: 141

Notification(S)  
Bid Document  
View Representations  
Invite Bidder

Start Date: 03-10-2024 12:49 PM  
End Date: 24-10-2024 2:00 PM  
Bid Status: Active  
Bid Doc Hash: View

Published Ended Finalized

Open Bid Transfer of Bid/RA

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-10-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-10-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Information And Broadcasting
Department Name/विभाग का नाम	Ministry Of Information And Broadcasting
Organisation Name/संगठन का नाम	Prasar Bharati Broadcasting Corporation Of India
Office Name/कार्यालय का नाम	Delhi
Total Quantity/कुल मात्रा	58
Item Category/मद केटेगरी	Computer Printers (Q2) , Multifunction Machines MFM (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	8 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	66 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज</b>	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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Past Performance/विगत प्रदर्शन</b>	80 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Computer Printers
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	1670000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	33400

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Director General : AIR

Directorate General : Akashvani , Akasahvani Bhawan , Parliament Street , New Delhi-110001

(Pb Bci Dg :air)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. 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.

6. 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.

7. 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.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

10. 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

## Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
10-10-2024 12:00:00	Conference Hall , P&D Unit ,3rd floor , Directorate General :Akashvani, Akashvani Bhavan , Sansad Marg , New Delhi -110001

### Computer Printers ( 50 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specifications	<b>Cartridge Technology</b>	separate toner and drum, Composite Cartridge Or higher
	<b>Printing Technology</b>	Laser
	<b>Type of Printing</b>	Mono
	<b>Paper Size</b>	A4, A3, Legal Or higher
	<b>Print Speed per minute as per ISO/IEC 24734 in (A4) Size - Mono</b>	30, 35, 38, 40, 43, 45, 47, 50, 52, 55, 60, 61, 65, 70, 71, 75, 80, 85, 90, 95, 100, 105, 110, 31, 32, 62, 33, 41, 46, 56, 29, 34, 36, 48 Or higher
	<b>Print Speed per minute as per ISO/IEC 24734 in (A4) - Color</b>	4, 7, 8, 10, 12, 15, 16, 18, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 26, 27, 31, 38, 4.4, 5, 5.7, 5.8, 6.8, 10.4, 15.5, 21, 24, 33, 46, 34, 19, 0, 14, 6, 13, 3.9, 36 Or higher
	<b>Duplexing Feature</b>	Yes Or higher
	<b>Wireless Connectivity</b>	Yes, No Or higher
	<b>Number of Main Paper Trays</b>	1, 2, 3, 4, 5 Or higher
	<b>Bypass Tray Facility</b>	Yes, No Or higher
	<b>On site OEM warranty (Years)</b>	1, 3, 5, 2, 4 Or higher

#### Additional Specification Parameters - Computer Printers ( 50 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
SPECIFICATIONS OF MONOCHROME PRINTERS	(50 NOS.)

Specification Parameter Name	Bid Requirement (Allowed Values)
1.Printing Technology 2.Cartridge Technology 3. Paper size 4. Duplexing Feature 5.Type of printing	(1) Laser ,(2)Composite Cartridge ,(3)A4 ,(4) Yes ,(5)Mono
6. No. of Main paper Tray 7.On site Warranty 8.Bypass Tray Facility 9. Printing Speed 10. Wireless Connectivity	,(6)1 and above ,(7)1 year and above ,(8)Any value ,(9) 20PPM and above , (10) Any value
11. Resolution (dpi) 12. Network interface 13. USB Port 14. Duty Cycles 15. Main paper Tray Capacity	,(11)600*600 any value ,(12)Any value ,(13)yes ,(14)15000 per month and above ,(15) 150 and above

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shivendra Kumar	110001,O/o Deputy Director General (Engg),Central Store, All India Radio, Room No.445, Akashvani Bhawan, Sansad Marg	50	45

**Multifunction Machines MFM ( 5 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Ungrouped	<b>Print Technology</b>	Laser
	<b>Type of Machine</b>	Multifunction Machine
	<b>Type of Printing</b>	Mono
	<b>Cartridge Technology</b>	Composite Cartridge, Separate Drum and Toner (Mono Component), Separate Drum and Toner (Dual Component) Or higher
	<b>Platen/Flatbed Size</b>	A4, A3, Legal Or higher
	<b>Paper Size (Original/Image)</b>	A4/A4

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>RAM size (MB)</b>	128, 256, 512, 1024, 2048, 4096, 6144, 3072, 320, 768, 1536, 1500, 758, 1250, 2560, 7168, 5120, 8192, 16384, 2816, 4000, 2000, 4608, 10240, 8000, 3584 Or higher
	<b>Hard Disk Capacity(GB)</b>	0, 8, 128, 160, 256, 320, 500, 1024, 250, 640, 32, 1000, 2000, 3000 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono</b>	40, 43, 45, 46, 47, 50, 52, 55, 60, 61, 65, 70, 71, 75, 80, 90, 95, 100, 105, 110, 51, 56, 41, 120, 130, 160, 57, 85, 81, 53, 140, 96, 111, 115, 136, 42, 48 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour</b>	12, 15, 16, 18, 20, 22, 23, 24, 25, 26, 27, 28, 30, 31, 35, 36, 4, 4.4, 5, 5.7, 5.8, 6.8, 10, 10.4, 15.5, 40, 50, 60, 5.5, 11, 46, 120, 130, 160, 65, 45, 7, 34, 55, 38, 56, 75, 81, 19, 71, 0, 21, 53, 32, 70, 140, 80, 85, 115, 6, 13, 33, 3.9, 9 Or higher
	<b>Scanning Feature Availability</b>	Yes Or higher
	<b>Duplexing Feature Availability</b>	Yes Or higher
	<b>Faxing Feature Availability</b>	Yes Or higher
	<b>Networking Feature Availability</b>	Yes Or higher
	If yes, Type of Network Interface	Ethernet 10/100/1000 Or higher
	<b>Wi-Fi Availability</b>	Yes Or higher
	<b>Original Document Feeder Type</b>	DADF/RADF Or higher
	Feeder Capacity (Number)	50, 75, 100, 120, 140, 150, 200, 250, 270, 300, 70, 220, 110, 130, 320 Or higher
	<b>Number of Main Paper Tray</b>	1, 2, 3, 4, 5 Or higher
	Each Main Paper Tray Capacity (Number)	250, 300, 500, 550, 750, 1000, 1100, 1150, 1250, 1750, 2000, 2100, 2200, 3000, 4000, 1500, 520, 1040, 1800, 900, 1200, 3500, 600, 800, 540, 2320, 850, 700, 4700, 3300, 3600, 4400 Or higher
	<b>Bypass Facility</b>	Yes Or higher
	<b>On Site OEM Warranty (Year)</b>	3, 4, 5 Or higher

**Additional Specification Parameters - Multifunction Machines MFM ( 5 pieces )**



Specification Parameter Name	Bid Requirement (Allowed Values)
SPECIFICATIONS OF MULTIFUNCTION PRINTER :-	QUANTITY -5 NOS.
,1.Paper size ,2. Duplexing Feature Availability ,3. Type of Machine ,4. Cartridge Technology ,5. Print Technology	(1)A4, ,(2)Yes Legal ,(3)Multifunction Machine ,(4)Composite Cartridge ,(5) Laser
,6. Type of printing ,7.Flat Bed Size ,8. Network Feature Availability ,9. Scanning Feature Availability ,10. On site Warranty .	(6)Mono ,(7)A4, Legal ,(8)Yes , 10/100/1000 Mbps ,(9)Yes ,(10) 3 Year and above
,11. Wi-Fi ,12. Original Document Feeder Type ,13. Number of Main Paper Tray ,14. Bypass Tray ,15. Minimum Speed	,(11) Any Value ,(12) DADF ,(13) and above ,(14)Any Value ,(15) 30 PPM and above
16. RAM Size ,(17) Hard Disk Capacity .18. Each Main Paper Tray Capacity ,19. Duty Cycles ,20. Feeder Capacity	(16)128 MB and above ,(17)0MB and above ,(18) 150 and above ,(19)15000 per month and above ,(20) 50 and above

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shivendra Kumar	110001,O/o Deputy Director General (Engg),Central Store, All India Radio, Room No.445, Akashvani Bhawan, Sansad Marg	5	45

**Multifunction Machines MFM ( 3 pieces )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Ungrouped	<b>Print Technology</b>	Laser
	<b>Type of Machine</b>	Multifunction Machine

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of Printing	Mono
	Cartridge Technology	Composite Cartridge, Separate Drum and Toner (Mono Component), Separate Drum and Toner (Dual Component) Or higher
	Platen/Flatbed Size	A3 Or higher
	Paper Size (Original/Image)	A3/A3
	RAM size (MB)	4096, 6144, 3072, 2560, 7168, 5120, 8192, 16384, 2816, 4000, 4608, 10240, 8000, 3584 Or higher
	Hard Disk Capacity(GB)	128, 160, 256, 320, 500, 1024, 250, 640, 1000, 2000, 3000 Or higher
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono	55, 60, 61, 65, 70, 71, 75, 80, 90, 95, 100, 105, 110, 56, 120, 130, 160, 57, 85, 81, 140, 96, 111, 115, 136 Or higher
	Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour	12, 15, 16, 18, 20, 22, 23, 24, 25, 26, 27, 28, 30, 31, 35, 36, 4, 4.4, 5, 5.7, 5.8, 6.8, 10, 10.4, 15.5, 40, 50, 60, 5.5, 11, 46, 120, 130, 160, 65, 45, 7, 34, 55, 38, 56, 75, 81, 19, 71, 0, 21, 53, 32, 70, 140, 80, 85, 115, 6, 13, 33, 3.9, 9 Or higher
	Scanning Feature Availability	Yes Or higher
	Duplexing Feature Availability	Yes Or higher
	Faxing Feature Availability	Yes, No Or higher
	Networking Feature Availability	Yes Or higher
	Wi-Fi Availability	Yes Or higher
	Original Document Feeder Type	ADF, DADF/RADF, SPDF Or higher
	Number of Main Paper Tray	2, 3, 4, 5 Or higher
	Bypass Facility	Yes Or higher
	On Site OEM Warranty (Year)	3, 4, 5 Or higher

#### Additional Specification Parameters - Multifunction Machines MFM ( 3 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
SPECIFICATIONS FOR NETWORK PRINTER	Quantity -03 nos.

Specification Parameter Name	Bid Requirement (Allowed Values)
1.Paper size ,2. Duplexing Feature Availability ,3.Type of Machine ,4. Cartridge Technology ,5. Print Technology ,6. Type of printing ,7. Flat Bed Size	(1)A4 And A3 ,(2)Yes ,(3)Multifunction Machine ,(4)Separate Drum & Tonner Dual Component ,(5)Laser ,(6)Mono ,(7)A3
,8.Network Feature Availability ,9. Scanning Feature Availability ,10.On-site Warranty ,11. Wi-Fi ,12. Original Document Feeder Type ,13. Number of Main paper tray ,14. Bypass Facility	,(8)Yes, 10/100/1000 Mbps ,(9)Yes ,(10)3 Year and above ,(11)Yes , (12)SPDF ,(13) 2 and above ,(14)Yes
,15.Minimum speed ,16. RAM Size ,17. Hard Disk Capacity ,18.Each Main Paper Tray Capacity ,19. Duty Cycles ,20. Yield of Cartridge ,21. Feeder Capacity	,(15) 40 PPM and above ,(16)4GB and above ,(17)1TB ,(18)150 And above , (19)1Lakh Per month and above ,(20) 1 Lakh and above ,(21)100 and above
Additional Terms & Conditions for Network Printer	1. Network Printer should have facility to sent the scan document over email/or Store in USB . 2. It should also have facility to take printout from the file stored in USB for word and PDF File. 3. It should have secured Print facility

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shivendra Kumar	110001,O/o Deputy Director General (Engg),Central Store, All India Radio, Room No.445, Akashvani Bhawan, Sansad Marg	3	45

**Buyer added Bid Specific Additional Scope of Work**

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जोएसटी i.r.o. Items
1	Specifications for Monochrome Printer (50 nos.) <a href="#">View</a>	Specifications for Monochrome printers are listed against point -1 (page-1) on uploaded specification document	Computer Printers(50)

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
2	Specifications for Multi-Function Printer <a href="#">View</a>	Specifications for Multifunction printers are listed against point -2 (page-1) on uploaded specification document	Multifunction Machines MFM(5)
3	Specifications for Network Printers <a href="#">View</a>	Specifications for Network printers are listed against point -3 (page-2) on uploaded specification document	Multifunction Machines MFM(3)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

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

### 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. 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 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 %.

### 4. Generic

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

### 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

#### 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.

#### 8. **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

#### 9. **Generic**

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

#### 10. **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.

#### 11. **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.

#### 12. **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.

#### 13. **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.

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

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

PB BCI , DG:AIR , NEW DELHI

payable at  
NEW DELHI

.  
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.

#### 15. **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

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

Bidders can also submit the EMD with Banker's Cheque in favour of

PB BCI , DG:AIR , NEW DELHI-  
payable at  
NEW DELHI

.  
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

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

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PB BCI , DG:AIR ,NEW DELHI  
payable at  
NEW DELHI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PB BCI , DG:AIR , NEW DELHI  
A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 19. **Certificates**

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

#### 20. **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.

#### 21. **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.

## 22. **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.

## 23. **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.

## 24. **Service & Support**

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

## 25. **Service & Support**

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

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

Buyer Added text based ATC clauses

Instructions to Bidders :-

I. Bidder should submit the bid documents duly signed and stamped with their company's seal/stamp as token of acceptance to specifications and terms & conditions .

II. Bidder has to mandatorily to submit undertaking document to disclose "If the Bidder or any employee of the bidder or any person acting on behalf of bidder , either directly or indirectly , is a relative of any of the officers of the Buyer " . Alternatively , if any relative of an official of the buyer has financial interest /stake in the Bidder's firm , thge same shall be disclosed by the bidder at the time of filling of tender .

III. Techno -commercial bid should not contain any price component , such bid shall be liable for rejection .

IV. Bid Bond Validity :-165 days (Bid validity +45 days beyond bid validity ).

V. No claim shall be entertained on account of any technical snag or disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags .

VI. The bid security should be in favour of **PB BCI ,DG:AIR , NEW DELHI** . In case of EMD Exemption , letter along with Udyog Aadhar registration Certificate for MSME in the concerned category of the tendered items .(Ref Format "Form -3 , MSME Exemption ") may be submitted.

VII. Bid security /EMD shall be in a sealed cover envelope superscribed with tender ref No. and date of opening should reach to **Assistant Director (Engg) (purchase) in Room No. 326 Purchase Section , Directorate General :Akashvani , Akashvani Bhavan Sansad Marg , New Delhi-110001** before scheduled time of bid opening date . If EMD is received after tender opening time and date ., tender shall summarily be rejected . Hard copy of any of the tender document shall not be accepted . Soft copy of the EMD should be uploaded while submitting bids on GEM Portal.

VIII. Prasar Bharti reserves the right to accept or reject any or all tenders without assigning any reasons.

IX. Prasar Bharati reserves the right to reject whose performance is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any office of Prasar Bharati , Government or Public sector. (Rule 151, DGR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award of contract) is found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati shall take the following action.

X. Bidders shall separately indicate the HSN/SAC code, rate and amount of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected.

XI. Offers without Earnest Money /Bid Security will be ignored. Offers with Earnest Money /Bid Security deposited of shorter validity will also be ignored.

XII. The earnest money/bid bond of unsuccessful bidders will be returned on finalization or after the award of the contract to the Lowest Bidder (L1), and the earnest money /bid bond of the successful bidders will be returned on receipt of requisite security deposit/Performance Bond.

XIII. FORFEITURE OF EMD: The earnest money /Bid bond deposited by the Bidder shall be forfeited by this Organization in the following events.

- (a) If tender is withdrawn during the validity period or any extension thereof;
- (b) If Bid is amended or modified unsolicited, during the validity period or any extension thereof;
- (c) If a Bidder, whose tender has been accepted, fails to furnish Security deposit, performance Bank guarantee within 30 (Thirty ) days of the receipt of contract/ supply order or letter of intent;

XIV. Definitions: For the purpose of this Tender

- (a) Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry , be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (b) Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Tender.
- (c) Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% , as defined under this Tender.



(d) Non – Local supplier’ means supplier or services provider, whose goods , service or works offered for procurement , has local content less than or equal to 20% , as defined under this Order.

(e) Means the lowest tender is the lowest bid received in response to this tender.

(f) Margin or purchase preference’ means the maximum extent to which the price quoted by a “Class-local supplier” may be above the L1 for the purpose of purchase preference. For being eligible for purchase preference under this clause, the Margin or purchase preference shall be 20% (i.e. L1 + 20% band).

(g) Eligibility of Only ‘Class-I local supplier’ as defined under this tender shall be eligible to bid subject to fulfillment of other criteria mentioned in the tender. In case sufficient number of ‘Class-I local supplier’ (minimum two) are not found eligible to participate, Class-II local supplier’, as defined under the tender and subject to fulfillment of other criteria mentioned in the tender will be considered.

XV. email ID: [depurchase@prasarbharati.gov.in](mailto:depurchase@prasarbharati.gov.in)

XVI. Covering Letter’ on Bidder’s Letter head’ clearly specifying the enclosed contents.

(a) Bidder’s General Information’, as per ‘Form-1’ along with Copy of PAN’ and GST’ registration and Bid Form’, as per’ Form-2.

(b) Scanned copy of EMD along with Form-4 or Declaration of MSME as per Form-3

(c) Copies of documents required as per ‘Form -5 and as mentioned elsewhere in the Tender Document.

(d) Nil deviation Certificate as per ‘Form-6’

(e) Declaration regarding Holiday/Banning, in ‘Form-8

(f) Letter of Authority’ on the Letter Head, as per ‘Form-9

(g) Technical Specifications duly signed on each page.

(h) Original Equipment’s Manufacturers (OEM) Authorization for The items quoted.

(i) Letter of authority to sign and upload bid documents.

(j) Undertaking regarding Fall Clause.

(k) Enclosures as per Commercial requirement.

(l) Enclosures as per Technical requirement.

(m) Self- Certificate for Local Content as per Form-11

(n) Undertaking/affidavit as per Form (attached ) duly filled and signed.

XVII. CA Certificate of Annual Turnover and Networth for latest three financial years.

XVIII. The bidders shall meet the following eligibility criteria, and the corresponding proof document must be uploaded:-

(a). Company should be registered under Companies Act, 1956 or Companies Act 2013 or a Partnership firm / LLP registered in India Partnership Act 1932/2008 as amended and should have been in operations in India the last 3 years .

(b) Annual Turnover /Net Worth (CA certified documents) signed by CA for any one of the following is required:

(c) Average Annual turnover of 200% of estimated cost of the project in the last 03 financial years.

(d) Cumulative Turnover of 600% of estimated cost of the project in the last 03 financial years.

OR

(e) Cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years.

XIX. Work Experience (Self- certified with relevant document):-

(a) One Similar supply of minimum value of 80% of estimated cost of the project.

(b) Two Similar supply of minimum value of 60% estimated cost of the project.

(c) Three Similar supply of minimum value of 40% of estimated cost of the project.

XX. The bidder should not have been blacklisted /debarred by any Government /Non-Government Organization in India as on bid submission date.

XXI. The Bidders/CSP should have valid ISO 9001:2008/ISO 9001:2015/ISO 27001 valid as on Bid Submission date.

XXII. In case of Consortium / Joint Venture, the following conditions will apply:-

(a) Consortium/JV, Power of Authority issued by Board of Directors / Chairman/CEO/MD/Company, Secretary of the Consortium Lead Member as well as Consortium Member (s) of the Consortium /Lead member of JV , for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, decisions on behalf of the Consortium/JV, are to be submitted.

(b) The Authorized employee(s) of the Bidders shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

(d) Bids from consortium /JV of two or more members (maximum 3 nos. Including Leader) are acceptable provided that they jointly fulfill the qualification criteria and requirement stated in the Tender Documents. Participating Consortium /JV shall submit the Agreement, clearly defining the scope and responsibility of each member. Member of consortium /JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidders of the Consortium/JV. In case of award, payment shall be made to the Lead Bidders of the Consortium/JV.

(e) The consortium/JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the consortium/JV during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive / send instructions for and on behalf of the Consortium/JV.

(f) A Consortium /JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium /JV or their respective roles/scope of supply. Written approval of Prasar Bharati is required. If during the evaluation of bids, Consortium/JV propose any alteration/changes in the orientation of Consortium/JV or replacement of inclusions or exclusions of any partner(s) member (s) which had originally submitted the bid. Bid from such bidder shall be liable for rejection.

(f) Any member of the Consortium, JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/JV should have been put on 'Holiday' or banned/ blacklisted by Prasar Bharati/ Government department /Public Sector as on the due date of submission of bid. Offer submitted by such Consortium/JV shall not be considered for opening/evaluation /Award.

### XXIII. **FORCE MAJEURE**

a. If any time during the continuance of the contract the performance in whole or in part by the Successful Bidder shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, (but not including negligence or wrong-doing, predictable/seasonal rain) herein after referred to as events and provided notice of happenings of any such eventuality is given by the successful Bidder in writing within 07 days from the date of occurrence thereof (and it cannot be claimed ex-post facto), the purchaser shall by reason of such event, neither cancel this order nor shall claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist. However, if such event continues for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.

**b. If the deliveries are suspended by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser.**

### XXIV. **FAILURE AND TERMINATION CLAUSE**

Time and date of delivery shall be the essence of the contract. If the supplier/contractor fails to deliver the stores, or any installment thereof, within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, it

he Purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-

a. Recover from the Supplier/Contractor as agreed, liquidated damages including administrative expenses and not by way of penalty, While granting an extension of the delivery period, where the delivery of stores or any installment thereof is accepted after expiry of the original delivery period, the Purchaser shall recover from the contractor, as agreed, the LD a sum equivalent to 0.5 (Half) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods/Units. **If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD.** The LD shall not exceed the amount stipulated in the contract. After a full period of extension, termination of the contract will be considered by the Organization.

b. Purchase or authorize the purchase elsewhere on the account and at the risk of the supplier/contractor, of the stores not delivered/SITC/SETC not carried out or other of a similar description (where stores/ SITC/SETC exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) by serving prior notice to the supplier/contractor without cancelling the contract in respect of the installment not yet due for delivery; or

c. Cancel the contract or a portion thereof by serving prior notice to the supplier/contractor and if so desired purchase or authorize the purchase of the stores not delivered /SITC/SETC not carried out or others of a similar description (where stores not delivered/ SITC/SETC not carried out, exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily procurable ) at the risk and cost of the supplier/contractor. If the supplier/contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be at the discretion of the purchaser to exercise his discretion to collect on not, the Security Deposit from the firm on whom the contract is placed, at the risk and expense of the defaulted firm.

d. Where action is taken under sub-clause 3.12.2 or sub-clause 3.12.3 above the supplier/contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made in case of failure to deliver the stores, within 6 months from the date of such failure and in case of repudiation of contract the supplier/contractor shall not be entitled to any gain on such the entire discretion of the purchaser to serve a notice of such purchase on the contractor.

e. It may further be noted that clause 3.12.1 above provides for recovery of liquidated damages on the cost of the contract price of delayed supplies at the rate of 1/2% (Half Percent) of the contract price of the delayed unit or effective delay occurred unit (even if it has been supplied) for per week for such delay or part thereof upto a ceiling of 10% of the contract price of delayed supplies/SITC/SETC. If the delayed supply/unit found vital for the functioning of the entire supply/unit, then the entire unit/Supply shall consider as delayed supply/ unit for the calculation of LD. Liquidated damages for delay in supplies/SITC/SETC thus accrued will be recovered by the Paying Authority on instruction as specified in the supply order, from the bill for payment of the cost of material/works submitted

by the contractor in accordance with terms of supply order on instruction from Purchaser regarding liquidated damages amount.

f. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered/SITC/SETC will be deemed to have been carried out only when all its components/parts are also delivered. If certain components of stores are not delivered in time/SITC/SETC not carried out in time, the stores/SITC/SETC will be considered as delayed until such time all the missing parts are also delivered.

**27. Buyer Added Bid Specific ATC**

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

**28. 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 reimburse the cost of such service / rectification to the Buyer.

**29. 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.

## **Disclaimer/अस्वीकरण**

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.

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.

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

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./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।

**---Thank You/धन्यवाद---**