



प्रसार भारती / १९८९ १८५८ १८५८ १८५८ १८५८

भारत का लोक सेवा प्रसारक/INDIA'S PUBLIC SERVICE BROADCASTER आकाशवाणी महानिदेशालय/DIRECTORATE GENERAL: Akashvani योजना और विकास एकक आकाशवाणी भवन, संसद मार्ग,नई दिल्ली-110001 P & D UNIT, AKASHVANI BHAWAN, SANSAD MARG, NEW DELHI-110001 क्रिय अनुभाग /PURCHASE SECTION]

F.No. 18(154)10/RF ANALYZER /GEM/2025/717/D(P-S)Cell /947

Dated: 14.10.2025

Notice Inviting e-Tender through GeM

E-tenders are invited through GeM for and on behalf of Director General, All India Radio under two bid systems for Supply of the following Equipments from firms registered with GeM/NSIC and from reputed Indian manufacturers/authorized agents and stockiest dealing with the equipments as detailed below:

SI. No.	GeM Bid Ref. No.	Description of Stores	Qty.	Estimat ed Cost (Rs. in Lakh)	EMD (Rs. In Lakh)	Tender Submission Date/Time (online)	Tender Opening Date/Time (Online)
1.		Supply of Portable RF Analyzer with Spectrum Analyzer , Field Strength Meter , Cable and Antenna Analyzer	Sets	328.00	≱ 6.56	13.11.2025 (02:00 PM)	13.11.2025 (02:30 PM)

NOTE:

- i. The bid forms, General Instructions to Bidders and other details including amendments/ changes can be viewed/ downloaded from the website of GeM
- ii. Tender notice is also available on the Prasar Bharati website www.prasarbharati.gov.in (using the link: Tender) and CPP PORTAL on website http://eprocure.gov.in.

(एस.के.श्रीवास्तव/ S. K. Srivastava

उप महा निदेशक (अभि.)/ Dy. Director General (Engg.) कृतेमहानिदेशकआकाशवाणी/for Director General: Akashvani E-mail: depurchase@prasarbharati.gov.in



प्रसारभारती / Prasar Bharati (India's Public Service Broadcaster)



आकाशवाणीमहानिदेशालय/ Directorate General: Akashvani

योजनाएवंविकासएकक, आकाशवाणीभवन, संसदमार्ग, नईदिल्ली, पिन - 110001 P & D Unit, Akashvani Bhavan, Sansad Marg, New Delhi-110001 [क्रयअन्भाग/ Purchase Section]



F.No. 18(154)10/RF ANALYZER /GEM/2025/717/D(P-S)Cell / 44 7

Dated: 14.10.2025

Notice inviting e-Tender through GeM

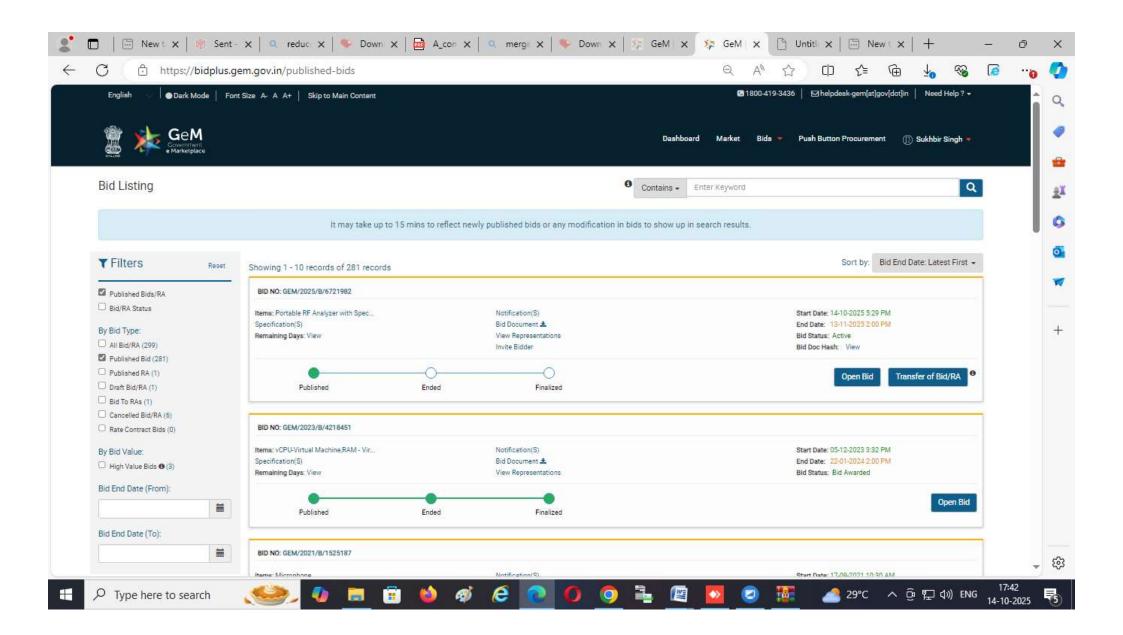
A. GENERAL INSTRUCTIONS TO BIDDERS:

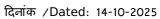
- 1. The tenders under this NIT are only for Indian bidders as per Amendment in General Financial Rules, 2017 Global Tender Enquiry issued by Ministry of Finance Department of Expenditure Letter F. No. 12/17/2019-PPD dated 15.05.2020.
- 2. The scope of work for stores to be tendered are available in the complete bid documents which can be viewed from Prasar Bharati portal www.prasarbharati.gov.in, CPP Portal http://eprocure.gov.in/ downloaded free of cost from e-tender portal of GeM .
- 3. Both Technical Bid and Financial Bid will be submitted concurrently on GeM Portal .
- 4. It is highly recommended that the bidders should not to wait till last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue etc. In view of this context, neither PrasarBharati nor GeM will be responsible for such eventualities. No claim shall be entertained on account above. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5. All Corrigendum/Amendment/Corrections, if any, will be published on the GeM Portal .
- 6. All documents/papers uploaded/submitted by the bidder must be legible.
- 7. Paying Authority will be PAO NEW DELHI.
- 8. The bidder may modify or withdraw their bid after submission prior to the Bid Due date. No bid shall be modified or withdrawn by bidder after the bid due date and time.
- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Gem Portal.
- 10. Page No. shall be given on each and every paper/documents serially uploaded in the technical bid.
- 11. Bidders shall ensure to quoted rate of each item. If any cell is left blank and no rate is quoted by the bidders, the rate of such item shall be treated as "0" (Zero).
- 12. The bid security (EMD) may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Insurance Surety Bond Banker's Cheque or Bank Guarantee(Including e-bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form. The Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks may be in favour of PB, BCI, DG: AIR, New Delhi with the validity for a period of forty-five days beyond the final bid validity period.
 - 13. Only 'Class-I local supplier ' and ' Class –II local supplier 'as defined under this tender shall be eligible to bid in procurements undertaken by procuring entities.
- 14. **'EMD deposit'** shall be placed in a single sealed envelope superscripted with tender reference no. and date of opening so as to reach ADE in Room No.325, P&D Unit, AkashvaniBhawan, DG:Akashvani, New Delhi before scheduled time & date of opening the

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- tender. EMD received late shall be summarily rejected. Hard copy of any other tender document shall not be accepted.
- 15. Performance Security may be accepted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Insurance Surety Bonds from a Commercial bank, Bank Guarantee(Including e-bank Guarantee) from a Commercial bank or online payment in an acceptable form. The Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks may be in favour of PB, BCI, DG: AIR, New Delhi with the validity for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 16. The successful tenderers will be required to furnish Security Deposit as mentioned abovewithin 30 days of placement of contract.
- 17. Tenderers may ask any clarification, if required, before the date stipulated in the details of tender items for the purpose. After that no request will be entertained.
- 18. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered withthe Central Purchase organisation or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) for the items required in NIT shall be exempted from payment in respect of cost of Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration. Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy.
- 19. The purchaser reserves the option to give Purchase preference to the offer from Public Sector Units and/or from Small Scale Cottage Industries Units over those from other firms, in accordance with policies of the Government of India from time to time& as per given in Akashvani Bid Document.
- 20. Tenderers shall separately indicate the rate and amount of GST/IGST etc. as applicable on the date of tendering in their offer failing which the offer will be summarily rejected.
- 21. Tenderers have to submit GST Registration Certificate while uploading the tender.
- 22. Tenderers shall separately indicate the HSN/SAC code, rate and amount of GST/IGST as applicable on the date of tendering in their offer, failing which the offer will be summarily rejected.
- 23. IGST and Compensation Cess (wherever applicable) will be levied on imports.
- 24. Terms Conditions given in specification will supersede for conflict with any terms and condition given in Akashvani Tender Document & Terms Conditions given in Akashvani tender document will supersede for conflict with any terms and condition given in GeM.
- 25. Tender may be cancelled at any stage without assigning any reason.
- **B.** <u>LIST OF MANDATORY DOCUMENTS</u>(to be uploaded with tender):
- 1. Akashvani Bid Document dulyfilled and signed on each page along with all Annexures.
- Integrity Pact (for estimated contract value of Rs. Two Crores or more) duly filled and signed.
- 3. Original Equipment Manufacturer's (OEM) Authorization for Equipment quoted.
- 4. Past performance along with the user certificate in respect of Supply of the Equipment quoted.
- 5. All other documents as per clause 2.5 of Akashvani Bid Document.

एस.के.श्रीवास्तव/ S. K. Srivastava)









बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिंड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2025 14:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2025 14:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Information And Broadcasting		
विभाग का नाम/Department Name	Ministry Of Information And Broadcasting		
संगठन का नाम/Organisation Name	Prasar Bharati Broadcasting Corporation Of India		
कार्यालय का नाम/Office Name	Delhi		
कुल मात्रा/Total Quantity	24		
वस्तु श्रेणी /Item Category	Portable RF Analyzer with Spectrum Analyzer, Field Strength Meter, Cable and Antenna Analyzer		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply of Portable RF Analyzer with Spectrum Analyzer , Field Strength Meter , Cable and Antenna Analyzer		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Spectrum Analyzers and Vector Network Analyzers (Version 2) Spectrum Analyzers and Vector Network Analyzers		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	164 Lakh (s)		
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1312 Lakh (s)		
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No		

बिड विवरण/Bid Details		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), 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	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2	
विगत प्रदर्शन /Past Performance	80 %	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
अनुमानित बिड मूल्य /Estimated Bid Value	32800000	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
वितीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	656000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Director General , DG :AIR Directorate General :Akashvani , Akashvani Bhawan , Sansad Marg, New Delhi-110001 (Pb Bci , Dg :air , New Delhi)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes	
· ·		
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20	
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50	
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)	

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
स्क्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
स्क्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	25

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. 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.
- 3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

PRICE BID - 1760425775.xlsx

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
27-10-2025 11:00:00	P& D UNIT CONFERENCE HALL, 3RD FLOOR , DG:AKASHVANI ,AKASHVANI BHAWAN , SANSAD MARG ,NEW DELHI -110001

Portable RF Analyzer With Spectrum Analyzer, Field Strength Meter, Cable And Antenna Analyzer (24 set)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SASHANKA SEKHAR DEY 700001,O/o ADG(East Zone) ,Akashvani and Doordarshan, 4th Floor Akashwani Bhawan, Eden Gardens ,Kolkata-700001		6	120
2	Amudha Jothi Amudha Jothi 600005,O/o ADG(E)(SZ), Akashwani and Doordarshar Swami Sivananda Salai, Chennai		5	120
3	Sandeep Anant Acharekar 400030,0/o ADG(West Zone) ,Akashvani and Doordarshan, Sahyadri Building , 2nd Floor Doordarshan Complex, PB Marg, Warli ,Mumbai-400030		7	120
4	Tala Ram Gautam	110007,Akashwani and Doordarshan D6 Godown, Brig. S. K. Majumdar Marg Delhi	6	120

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	TECHNICAL SPECIFICATIONS View	AIR SPECIFICATION OF PORTABLE RF ANALYZER	Portable RF Analyzer With Spectrum Analyzer, Field Strength Meter, Cable And Antenna Analyzer(24)
		AIR SPECIFICATION OF PORTABLE RF ANALYZE	Portable RF Analyzer With Spectrum Analyzer, Field Strength Meter, Cable And Antenna Analyzer(24)

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.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times 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 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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

5. 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.

6. Generic

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

7. Generic

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.

8. 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.

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

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.

12. **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.

13. 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.

14. 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

PB BCI DG :AIR NEW DELHI

. 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

15. 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.

16. 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.

17. 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 DEI HI

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.

18. Financial Criteria

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

19. Certificates

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

20. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

AS PER THE TENDER DOCUMENT ATTACHED

Instructions to Bidders:.

- 1. Bidder should submit the bid documents duly signed and stamped with their company 's seal/stamp as t oken of acceptance to the total scope of supply of items work .
- 2. Bidder has to mandatory fill the Integrity Pact and submit d uly signed by the authorized signatory and s tamped with their company's seal/stamp along with all other bid documents.
- 3. The Techno -commercial Bid should not contain any price content . Such bid shall be liable for rejection.
- 4. Bid Bond Validity: 165 days (Bid validity + 45 days beyond bid validity.).
- 5. No claim shall be entertained on account of any Technical snag or disruption of internet service being u sed by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical sna a.
- 6. Bidders shall ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidd ers, the rate of such item shall be treated as "0" (Zero).
- 7. The Bid Security/Earnest Money shall be in the form of Fixed Deposit Receipt (FDR), from an Indian sche duled Commercial Bank, in favour of PB, BCI, DG: AIR, New Delhi. In case of EMD Exemption, letter along w ith NSIC Certificate for MSME in the concerned cate gory of the Tendered items. (Ref Format "Form -3, MS ME- Exemption") may be submitted.
- 8. Bid Security/EMD shall be placed in a single sealed envelope su perscribed with tender reference no. an d date of opening so as to reach before scheduled time on prescribed Tender/Bid opening date. EMD received after Tender opening date shall be summarily rejected along with the corresponding Tender.
- 9.Hard copy of any other tender document shall not be accepted. Soft copy of the EMD should be uploaded while submitting bids on e-tendering portal.
- 10. Prasar Bharati reserves the right to accept or reject any or all app lications/tendes without assigning a ny reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.
- 11. Prasar Bharati reserves the right to reject whose performance at ongoing Supply/ Work(s) 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, GFR 2017) Prasar Bharati reserves the right to verify the credential submitted by the agency at any stage (before or after the award the contract). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which dis qualifies the firm then Prasar Bharati shall take the following action.
- 12. Bidders shall separately indicate the HSN/SAC code, rate and amo unt of GST for each quoted item as applicable on the date of tendering in their offer, failing which the offer may be rejected

- 13. Offers without Earnest Money/Bid Security will be ignored. Offers with Earnest Money /Bid Security dep osited of shorter validity will also be ignored. XIII. The earnest money/bid bond of unsuccessful bidders will be returned on finalization or after the award of the Tender to the Lowest Bidder(L1), and the earnest mon ey/bid bond of the successful bidder will be returned on receipt of requisite security deposit/ Performance Bond.
- 14. FORFEITURE OF EMD: The earnest money/Bid bond deposited by the Bidder shall be forfeited by this O rganizaton in the following events:-
- (i) If tender is withdrawn during the validity period or any extension thereof;
- (ii) If Bid is amended or modified unsolicited, during the validity period or any extension thereof;
- (iii) If a Bidder, whose tender has been accepted, fails to furnish Security deposit, performance bank guara ntee within 30 (Thirty) days of the receipt of order/ advance order/ letter of intent;

Definitions: For the purpose of this Tender.

- (a) Local content' means the amount of value added in India which shall, unless otherwise prescribed by th e 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 p ercent.
- (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 a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order. (e) means the lowe st tender or 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-I loc al supplier" may be above the L1 for the purpose of purchase preference . For being eligible for purchase preference under this clause, the Margin of purchase preference shall be 20% (i.e. L1 + 20% band). (g) Eligib ility of Only 'Class-I local supplier' as defined under this tender shall be eligible to bid subject to fulfilment of other criteria mentioned in the tender. In case sufficient number of 'Class 36 / 41 -I local supplier' (mini mum two) are not found eligible to parti cipate, Class-II local supplier', as defined under the tender and su bject to fulfilment of other criteria mentioned in the tender will be considered.
- 16. email ID: depurchase@prasarbharati.gov.in.
- 17.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 services quoted.
- (i) Letter of authority to sign and upload bid documents.
- (j) Undertaking regarding Fall Clause .
- (k) Enclosures as per Commercial requirement.
- (i) Enclosures as per Technical requirement.

- (m) Self-Certificate for Local Content as per Form-11.
- (n) Integrity Pact as per Form(attached) duly filled and signed.
- (O) Uprice Bid document for HSN /SAC, Make & Model , Percentage of applicable GST .
- 18. CA Certificate of Annual Turn over and Networth for latest th ree financial years.
- 19. The bidder shall meet the following eligibility criteria, and the corresponding proof document must be u ploaded:-
- (a).Company should be registered under Companies Act, 1956 or Companies Act 2013 or a Partnership fir m / LLP registered in India under Partnership Act 1 932/2008 as amended and should have been in operations in India in the last 3 Years.
- (b) Annual Turnover/ Net Worth (CA certified documents) for any one of the fol lowing is required:
- (c) .Average Annual turnover of 200% of estimated cost of the project in the last 03 financial years. OR
- (d) Cumulative Turnover of 600% of estimated cost of the project in the last 0 3 financial years. OR (
- e) Cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years .
- 19. Supply Experience (Self-certified with relevant documents) :- (a) One Similar supply Order of minimu m value of 80% of estimated cost of the project.
- (b) Two Similar supply orders of minimum value of 60% of the estimated cost of project. OR
- (c) Three Similar supply orders of minimum value of 40% of the estimated cost of project. .
- 20.. The bidder should not have been blacklisted /debarred by any Governmental / Non-Governmental Org anization in India as on bid submission date.
- 21. The Bidder should have valid ISO 9001:2008/ ISO 9001:2015/ ISO $270\ 01$ valid as on Bid Submission date
- 22. In case the eligible of a Consortium/Joint Venture, the following conditions will apply:-
- (a) Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/C EO / MD / Company Secreta ry of the Consortium Lead Member as well as Consortium Member(s) of the Consortium/ partners of JV, in f avour of the authorized employee(s) of the Consortium / Lead member of JV, for signing the document s on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communication s, agreements, documents etc. pertaining to the tender and act and take any and all decisions on behalf of the Consortium/J V, are to be submitted.
- (b) The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- (c) Bids from consortium/JV of two or more members (maximum 3 nos. Including Leader) are acceptable pr ovided that they jointly fulfill the qualification criteria and requirements stated in the Tender Documents. P articipating Consortium/JV shall submit the Agreement, clearly defining the scope and responsibility of each member. Members of consortium/JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidder of the Consortium/JV. In case of award, payment shall be made to the Lead Bidder of the Consortium/JV.
- (d) 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 receiver/ send instructions for and on behalf of the Consortium/ JV.
- (e) 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/work, except with prior written approval of Prasar Bharati. If during the evaluation of bids, a Consortium/J V propo se any alteration/ changes in the orientation of Consortium/JV or repla cements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable fo r rejection.

(f) Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of an y other Consortium/JV to participate in this tend er. 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 o pening/evaluation/Award.

23. FAILURE AND TERMINATION CLAUSE:-

- (i)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, the Purchaser may, without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-
- (ii) 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.
- (iii) purchase or authorize the purchase elsewhere on the account and at the risk of the supplier/contractor, of the stores not delivered SITC not carried out or other of a similar description (where stores SITC 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 (iv) 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 not carried out or others of a similar description (where stores not delivered / SITC 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.

- 24. Where action is taken under sub-clause 23.(ii) or sub-clause 23.(iii) 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.
- 25. It may further be noted that clause 23.(I) 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 up to a ceiling of 10% of the contract price of delayed supplies/ SITC. 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 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. Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered /SITC 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 not carried out in time, the stores /SITC will be considered as delayed until such time all the missing parts are also delivered.

25. Terms & conditions added /uploaded in the clause of Buyer added Specific ATC(Specifications/AIR BId Document /Document of General Instructions to Bidders /Notice Inviting e-Tender Uploaded in Buyer Added Specific ATC) in GeM Bid will **supersede** for conflict with any terms & conditions of GeM .2

21. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

22. 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.

23. 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.

24. 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.

25. Service & Support

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, 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 बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India, 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---