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Bid Corrigendum

GEM/2025/B/6721982-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. **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. 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. 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. **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. 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. **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. **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. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
10.
 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. 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. **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. 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. 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. 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. 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. 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.
18. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
19. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
20. 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 token 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

stamped 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 used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snag.

6. Bidders shall ensure to quote 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).

7. The Bid Security/Earnest Money shall be in the form of Fixed Deposit Receipt (FDR), from an Indian scheduled Commercial Bank, in favour of PB, BCI, DG: AIR, New Delhi. In case of EMD Exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items. (Ref Format "Form -3, MSME- Exemption") may be submitted.

8. Bid Security/EMD shall be placed in a single sealed envelope as prescribed with tender reference no. and 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 applications/tenders without assigning any 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 disqualifies the firm then Prasar Bharati shall take the following action.

12. 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

13. Offers without Earnest Money/Bid Security will be ignored. Offers with Earnest Money /Bid Security deposited 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 money/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 Organization 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 guarantee 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 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 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 lowest 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 local 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) Eligibility 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' (minimum two) are not found eligible to participate, Class-II local supplier', as defined under the tender and subject 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 three financial years.

19. The bidder 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 under Partnership Act 1932/2008 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 following 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 03 financial years. OR (

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

19A . Supply Experience (Self-certified with relevant documents) :- (a) One Similar supply Order of minimum 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 Organization 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 Secretary of the Consortium Lead Member as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorized employee(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, 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 provided that they jointly fulfill the qualification criteria and requirements stated in the Tender Documents. Participating 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 receive/ 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/ JV propose any alteration/ changes in the orientation of Consortium/JV or replacements or 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.

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 or 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

.**AMENDMENTIN AIR SPECIFICATION FOR PORTABLE RF

ANALYZER -SPECYTRUM ANALYZER WITH

FIELD STRENGTH MEASUREMENT AND CABLE &

ANTENNA ANALYZER :-With h reference to pre bid meeting held on 27.10.2025 for the above tender. The following amendments are made in the above said specification document with the approval of competent authority.

SI No.	AIR Specification clause No.	Original	Amended
	A- Spectrum Analyzer		
1.	1.5 Accuracy	Accuracy (-10 to + 55deg. C)	Accuracy (0 to + 55deg.C)
2.	1.9- Sweep Time (Zero span)	10μs to 3000 sec or better	100μs to 3000 sec or better
3.	2.3- SSB phase noise at 1GHz offset of 10 KHz	-90 dBc/Hz or better	-90 dBc/Hz or better at 1GHz offset of 100 KHz

4.	Measurements	<p>a. RF channel power, Occupied Bandwidth, Adjacent Channel Power Ratio, Frequency Counter Marker</p> <p>b. AM/FM demodulation Analysis - RF Spectrum, Audio Spectrum (AM Rate, RMS Depth, (Pk-Pk)/2 Depth, SINAD, THD, Distortion, FM Rate, RMS Deviation & (Pk-Pk)/2 Deviation).</p>	<p>RF channel power, Occupied Bandwidth, Adjacent Channel Power Ratio, Frequency Counter Marker</p> <p>AM/FM demodulation, modulation Depth</p>
	B. Field strength measurement		
5.	Antenna system for Field Strength Measurement	<p>Frequency Range: 80 MHz to 120 MHz or better.</p> <p>Type : Dipole or Biconical Antenna</p> <p>Isotropic gain :up to 1.5 dB or better</p> <p>Impedance : 50 ohms</p> <p>Connector type : N -Type</p> <p>Calibration of Antenna: Calibration test data and Certificate of Calibration to be provided.</p> <p>Tripod -Construction : Non-metallic (non-reflective), rugged Tripod with Collapsible telescopic legs , light weight having easy height Adjustment up to 2 meters</p> <p>RF cable - Low loss, length in 10 meter or more suitable for making field strength measurement</p> <p>Carrying Bag: Suitable Carrying bag should be supplied for carrying Antenna System in the field.</p>	<p>Frequency Range: 80 MHz to 120 MHz or better.</p> <p>Type : Dipole or Biconical Antenna</p> <p>Isotropic gain :up to 1.5 dB or better</p> <p>Impedance : 50 ohms</p> <p>Connector type : N -Type</p> <p>Calibration of Antenna : Calibration test data and Certificate of Calibration to be provided.</p> <p>Tripod -Construction : Non-metallic (non-reflective), rugged Tripod with Collapsible telescopic legs, light weight having poles at top for easy height Adjustment up to 3 meters</p> <p>RF cable - Low loss, length in 10 meter or more suitable for making field strength measurement</p> <p>Carrying Bag: Suitable Carrying bag should be supplied for carrying Antenna System in the field.</p>
	C. Cable and Antenna analysis		

6.	Measurements	Return Loss, VSWR, Cable Loss, DTF Return Loss, DTF VSWR, Smith Chart (S11), I-Port Phase, TDR (Ohm/Linear), 1- Port Insertion Loss. It should be possible to test/ tune filters, Amplifiers, Duplexers, Diplexers, Repeaters, Combiners and other such RF devices used in Radio Transmission.	Return Loss, VSWR, Cable Loss, DTF Return Loss, DTF VSWR, Smith Chart (S11), I-Port Phase, 1- Port Insertion Loss. It should be possible to test/ tune filters, Amplifiers, Duplexers, Diplexers, Repeaters, Combiners and other such RF devices used in Radio Transmission.
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**** Signed Copy of Amendment attached in the clause-21 Buyer Added Bid Specific ATC :Buyer uploaded ATC document**

21. Buyer uploaded ATC document [Click here to view the file.](#)
22. 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. 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. 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. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)