



प्रसार भारती

Prasar Bharati

भारत का लोक सेवा प्रसारक

India's Public Service Broadcaster

कार्यालय: अपर महानिदेशक (अभि.) (उत्तरी क्षेत्र)

Office of the Additional Director General (E) (NZ)

आकाशवाणी एवं दूरदर्शन

Akashvani & Doordarshan

आठवां तल, सूचना भवन, सी.जी.ओ. कॉम्प्लेक्स, नई दिल्ली 110003

8th floor, Soochna Bhawan, CGO Complex, New Delhi-110003



सत्यम् शिवम् सुन्दरम्

5(99)11/NIT-25/AIR-EP

Dated: 19.12.2025

Corrigendum/Addendum to Open Bid No. (GEM/2025/B/6910309)

The following amendment / extension for the tender mentioned below are hereby authorized:-
Bid No. GEM/2025/B/6910309 for SITC of 3 Phase 4 Wire 40 KVA On-line uninterrupted power supply system for Akashvani Rampur (U.P), Jaspur (U.K), Kupwara (J&K), Gurez (J&K), Prayagraj, Kanpur, Jalandhar, Rohtak, Mussorie, Poonch, Naushera, Bandha, Kota, Bikaner (14 Nos).

1. Extension of bid submission/opening dates:

S. No.	Open Bid no.	Description	Bid Submission Date (Online)		Bid Opening Date (Online)	
			FOR	READ	FOR	READ
1.	GEM/2025/B/6910309	SITC of 3 Phase 4 Wire 40 KVA On-line uninterrupted power supply system for Akashvani Rampur (U.P), Jaspur (U.K), Kupwara (J&K), Gurez (J&K), Prayagraj, Kanpur, Jalandhar, Rohtak, Mussorie, Poonch, Naushera, Bandha, Kota, Bikaner (14 Nos).	22-12-2025 12:00Hrs	29-12-2025 11:00Hrs	22-12-2025 12:30Hrs	29-12-2025 11:30Hrs

2. Amendment in the Additional Terms & Condition of the bid (attached):-

All other terms and conditions will be as per bid document and remain unchanged.

Note:-

1. The Bid Documents, Terms and Conditions and other details including amendments/changed can be viewed/downloaded from website <https://bidplus.gem.gov.in/all-bids>
2. Bid notice is also available on the Prasar Bharati website www.prasarbharti.gov.in (using the link: Tender).

(Signature)
19/12/2025

(R. K Singh)

Assistant Director (Engg.)

FOR ADDITIONAL DIRECTOR GENERAL (E-NZ)

Bid Corrigendum

GEM/2025/B/6910309-C3

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. **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.
3. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
4. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
5. **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.
6. **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.
7. **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.
8. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
9. 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 %.

10. Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
11. 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.
12. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
13. **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.
14. **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.
15. 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.
16. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
17. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
18. **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.

19. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
20. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
21. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
22. 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.
23. **WORLD BANK TERMS AND CONDITIONS:** Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.
24. **Timely Servicing / rectification of defects during warranty period:** After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification

done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

25. 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.
26. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
27. Buyer Added text based ATC clauses

Additional Terms & Conditions

1. Time of execution as per permission of Engineer In-charge at respective Akashvani Station.
2. The bidder must be experienced in same kind of scope & shall submit documentary evidence with offer. The completion certificate is also to be attached issued by any Central and State Government agency, PSU s, Private organizations.
(In case of SITC/SETC and specialized scope, the contractor should also have sufficient experience and shall submit the experience certificate of satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60 % of the estimated cost or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 10years ending on the last day of the month previous to the one in which the tenders are invited").
3. Execution of scope has to be completed without break in service at respective Akashvani Station.
4. Before submitting the offer bidder can visit the site (optional if required) with prior permission of the site in charge. Technical details will be provided by In-charge of Site/I.O.
5. The firm has to produce a list all such worker along with the address proof which are to be employed office on signing contract. The firm shall issue the identity cards to all such persons to facilitate the entry in Akashvani Station.
6. Pre-Dispatch Inspection of the material will be carried out preferably in presence of Authorized representative of ADG (NZ), Akashvani and Doordarshan, 8th floor, Soochna Bhawan, CGO Complex, New Delhi-110003
7. Any damage or misplace in equipment will have to be provided by the firm during work.
8. Supply of material & installation, testing, commissioning of scope in good condition at respective sites within 90days from the date of contract.
9. In case, the bidder is an authorized dealer/supply house/contractor with requisite work experience, he should name the original manufacturer. Bidder should furnish warranty from the original manufacturer and also furnish a certificate from the manufacturer that the bidder can quote items of the original manufacturer directly. Offers not complying with these requirements will be rejected, without any notice/back reference.
10. Past performance report of similar items earlier supplied/similar works earlier carried out for this organization will be taken into consideration while evaluating this bid. The bid shall be rejected, if the past performance of the similar item earlier supplied/similar work earlier carried out for the organization is found to be unsatisfactory.
11. Bids should be from actual manufacturers. Bids from sole selling agents/authorized distributors/Authorized dealers/Authorized contractors can also be considered provided such bids are accompanied with necessary supporting documents/authority letter from concerned actual manufacturers who authorized them to market their products, provided further, such an authority letter is valid at the time bidding. The supplier/contractor shall ensure that the required warranty cover is provided by the original manufacturer of the product.
12. The bidder will insure entire material for transit/storage during Installation and commissioning against losses, damages due to fire, earthquake, war, flood etc. No claim will be admissible on this account. The bidder is also advised to get the material insured during transit & up to the completion of the scope and till handed over.
13. The Bidder should have executed project for supply/work of same or similar category products during pre

ceding 10 financial years (i.e. current year and ten previous financial years) as on opening of bid, as per following criteria:

- a. Single order of at least 80% of estimated bid value.
- b. Two orders of at least 60% each of estimated bid value.
- c. Three orders of at least 40% each of estimated bid value.
- d. In case of SITC/SETC and specialized scope, the contractor should also have sufficient experience and shall submit the experience certificate of satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of the estimated cost or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 10 years ending on the last day of the month previous to the one in which the tenders are invited".

Note: Similar works will be defined based on scope of the work. Similar works may be executed with any Central and State Government agency, PSUs, Private organizations.

14. Bidders have to submit Audited Accounts/IT returns for the last 3 years
15. Bidders have to sign on all pages of the bid document and submit the complete bid document.
16. Bidder should be submitted Make in India declaration on OEM letterhead.
17. Bidders Average Annual Turnover should be minimum 200% of estimated cost of the project in the last 03 financial years.
18. Bidder has to submit a copy of OEM Authorization Certificate of the quoted product.
19. Technical compliance statement to technical specifications of the bid is to be submitted.
20. Bidder has to submit a copy of Registration Certificate/GSTIN Number.
21. Bidder has to submit a copy of PAN card.
22. Only Original Equipment Manufacturer for UPS is eligible for exemption from EMD submission.
23. The registered Dealers/Distributors/Traders of UPS should submit the hard copy of EMD document to this office before scheduled time on prescribed bid opening date failing which the bids shall be rejected.
24. Bidder has to provide the Service Network support details of the OEM.
25. Proof of all certificates may be get confirmed by Department.
26. **Guarantee/Warranty:**
 - Ø Guarantee/Warranty of the scope is three year from the date of completion of scope in good condition at site.
27. **Payment terms:**
 - Ø 97% payment on supply of material and completion of scope in good condition at site.
 - Ø Balance payment of 03% will be paid after guarantee/warranty period of three years. However payment can be released against FDR/Account Payee Demand Draft/Banker's Cheque of equivalent amount in favour of PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN NEW DELHI valid for guarantee period at least.
28. **Performance Security:**
 - Ø The firm/contractor should submit performance security deposit in the form of FDR from a schedule commercial bank valid for three years in favour of PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN NEW DELHI.
 - Ø The Performance Security Deposit shall be 03% of cost of the order/Contract value.
 - Ø For release of security deposit/performance security, the firm will submit his claim along with a certificate from the ultimate consignee that equipment supplied/SITC executed against this order has performed satisfactorily during its warranty/guarantee period and department have not suffered any loss/inconvenience on this account.
29. Detailed BOQ and material specifications shall be submitted along with Make & Model of the material including technical leaflets of OEM as per the offered make & model.
30. The supplier/contractor shall follow the best modern practice in the manufacture of high grade equipment notwithstanding any omission in that, the supplier/contractor shall in all respect design, engineer, manufacture, and supply the same within delivery period to the entire satisfaction of the organization.
31. The scope of current bid is supply, installation, testing & commissioning of the SITC of 3 phase 4 wire 40 kVA on-line uninterrupted power supply system with isolation transformer.
32. Tenderer shall require visiting the site for understanding the clear requirement of scope before submitting the offer. Detailed specifications shall be submitted as per scope.
33. **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, the 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 or 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 33.b or sub-clause 33.c 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 33.a above provides for recovery of liquidated damages on the cost of the contract price of delayed supplies at the rate of ½% (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.
34. After opening of the price bids, if the Lowest Bid (L-1) rate is found substantially higher than the updated cost estimate or available budget, Prasar Bharati will cancel the procurement process/ reject all Bids; Re-Tender will be invited afresh after detailed scrutiny of the estimated cost.
35. If the quoted rate for Bid, is found considerably lower than the estimated rates, it will be considered as an abnormally low Bid; in such cases, Prasar Bharati may seek written clarification from the Bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid's document. If, after evaluating the price analyses, Prasar Bharati determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Prasar Bharati may reject the bid/proposal.

28. Buyer uploaded ATC document [Click here to view the file.](#)
29. Bidders can also submit the EMD with Account Payee Demand Draft in favour of PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN 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.
30. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN 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
31. Bidders can also submit the EMD with Banker's Cheque in favour of PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN 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.
32. 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 PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN 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.
33. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.
- When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

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](#)