

## Bid Corrigendum

GEM/2026/B/7585995-C1

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. 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 %.
3. 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](#)
4. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6.
  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.
7. 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.
8. 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.
9. 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 pledgor. 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

10. 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.

11. 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.
12. 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.
13. Buyer Added text based ATC clauses

AS PER THE TENDER DOCUMENT

INSTRUCTIONS TO BIDDERS :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 duly 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 g.
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 sche duled Commercial Bank, in favour of PB, BCI, DG: AIR, New Delhi. In case of EMD Exemption, lette r along with NSIC Certificate for MSME in the concerned category of the Tendered items. (Ref Format "For m -3, M S ME- Exemption") may be submitted.
8. Bid Security/EMD shall be placed in a single sealed envelope super scribed with tender reference no. a n d date of opening so as to reach before scheduled time on prescribed Tender/Bid opening date. EMD rec ei ved 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 uploade d while submitting bids on e-tendering GEM portal.
10. Prasar Bharati reserves the right to accept or reject any or all applications/tenders without assigning a ny reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigni ng 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. 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.

15. 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 -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](mailto: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.
  - (l) 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 (ANNEXURE-15) for HSN /SAC, Make & Model , Percentage of applicable GST .No price content should be written . Price content may lead to cancellation of tender .
18. CA Certificate of Annual Turn over and Net worth 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 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.
20. Supply Experience (Self-certified with relevant documents) :- (a) One Similar supply Order of minimum value of 80% of estimated cost of the project.
- OR
- (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.
21. The bidder should not have been blacklisted /debarred by any Governmental / Non-Governmental Organization in India 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/CEO / 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 e

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.

24. 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 ANY conflict the terms & conditions of GeM.

FOR ANY OF THE CONFLICT, THE TERM AND CONDITIONS OF UPLOADED AIR BID DOCUMENT (STANDARD BID DOCUMENT OF PRASAR BHARATI ) WILL SUPERCEDE THE TERMS AND CONDITION OF GEM .

## AMENDMENT -I IN TECHNICAL SPECIFICATION FOR SITTC OF VIDEO WALL AND SOUND SYSTEM RELATED EQUIPMENTS FOR RANG BHAWAN AKASHVANI DELHI :

With the approval of Competent Authority amendments in the Technical Specification no. SSE-6101/1 for SITTC of Video wall and Sound System related equipments for Rang Bhawan, Akashvani Delhi are [made:-](#)

SIGNED COPY OF **AMENDMENT-I** HAS BEEN ATTACHED /UPLOADED IN THE BUYER UPLOADED ATC DOCUMENT ( **BUYER ADDED BID SPECIFIC ATC .**)

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

## Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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](#)