

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-02-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-02-2026 12:30:00
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	Office Of Adg(e) North Zone All India Radio And Doordarshan
कुल मात्रा / Total Quantity	3
वस्तु श्रेणी / Item Category	Power Generator - DG Set (up to 900 KVA) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	16 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	128 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	7
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	3 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	3206700
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	64134

#### 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 दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

ADDITIONAL DIRECTOR GENERAL (E-NZ)

O/o ADG (NZ), Akashvani & Doordarshan, 8th floor, Soochna Bhawan, CGO Complex, New Delhi-110003  
(Prasar Bharati Adg E-nz Akashwani And Doordarshan 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 available 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
सूक्ष्म 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

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
---	----

1. 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-02-2026 15:00:00	O/o ADG(E-NZ), Akashvani & Doordarshan, Room No. 899-C, 8th floor, CGO Complex, Sochna Bhawan, New Delhi-110003

#### Power Generator - DG Set (up To 900 KVA) ( 3 pieces )

(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

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

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Power Generator INSTALLATION CONFIGURATIONS	<b>Power Generator installation configurations as defined in CPWD General Specifications for Electrical works - Part VII (DG Set)</b>	Fixed (Power Generators are permanently installed)"
OUTPUT CAPACITY RATING/ PHASE	<b>Nominal Rated Capacity (kVA)</b>	40
	No of Phase (Single Phase-3-5kVA) (Single Phase or Three Phase-5 & 7-5, 10,15, 20, 25, 30 & 40 kVA) (Three Phase-50 to 900 kVA)	Three Phase

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
ENGINE	<b>Rated Engine Power (kWm)</b>	100 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator + Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency, 110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency Or higher
	Type of Engine cooling	Liquid Cooled
	<b>Type of governer</b>	Electronic Or higher
	<b>Rated RPM of Engine (RPM)</b>	1500
	<b>Fuel</b>	High Speed Diesel (HSD)
	Starting voltage (volt)	12
ALTERNATOR	Conformity to Indian Standard (for Alternator)	Generally conforming to IS:13364 (Part-2) latest (Above 20 KVA)
	<b>Voltage Regulation Grade</b>	VG 3 Or higher
CONTROL PANEL	<b>Control Panel</b>	AMF Control Panel
TRAILER	<b>Trailer</b>	NA for Fixed/Skid Mounted Power Generator
	<b>Pay load of the Trailer</b>	0, 500, 1000, 2000 Or higher <b>(kilogram)</b>
	Brakes	NA for Fixed/Skid Mounted Power Generator, Hydraulic, Electrical Or higher
	Trailer Complying to CMVR act and Regulation	NA for Fixed/Skid Mounted Power Generator
SCOPE OF INSTALLATION	<b>Installation</b>	with installation - inclusive in the scope of supply Or higher
	Scope of installation for Diesel Generating Set when offered by the vendor - inclusive in the scope of supply(Part-1)	a) Installation of Power Generator when offered by the vendor is inclusive in the scope of supply and shall be done by the seller. The installation work of Power Generator and its constituent parts shall be generally conforming to CPWD General Specification for Electrical Works, Part - VII - latest. b) Foundation shall be constructed by the seller. Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the Power Generator. The height of the foundation shall be 400 mm, i.e., 200 mm below and 200 mm above the ground level. All the materials / labour required for foundation work shall be supplied by the seller., Not Applicable as Installation not offered

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Scope of installation for Diesel Generating Set when offered by the vendor - inclusive in the scope of supply(Part-2)	c) Supply, laying and termination of interconnecting power and control cable shall be done by the seller. The cable supplied shall be ISI marked heavy duty PVC insulated, armoured cable, with PVC outer Sheath of Type ST-2 (FR Grade, Category C1), with aluminium conductor having insulation of PVC compound type -C, suitable for rated voltage upto and including 1100 volts and conforming to IS: 1554 (Part-1) latest. For 3-Phase Power Generators, 3.5 core or higher core cables shall be used. Total length of the cable supplied by the seller shall be within 30 meters for each Power Generator with manual control panel and within 60 metres for each Power Generator with AMF control panel. The current rating of the cables shall be as indicated below: 2C, 6 Sq mm for Single Phase, 3.5 & 5.0 KVA 2C, 10 Sq mm for Single Phase, 7.5 & 10 KVA 2C, 25 Sq mm for Single Phase, 15 KVA 2C, 35 Sq mm for Single Phase, 20 KVA 2C, 70Sq mm for Single Phase, 25 KVA 2C, 95Sq mm for Single Phase, 30 KVA 2C, 120Sq mm for Single Phase, 40 KVA 4C, 4 Sq mm for Three Phase,, Not Applicable as Installation not offered
	Scope of installation for Diesel Generating Set when offered by the vendor - inclusive in the scope of supply(Part-3)	d) 10 KVA 4C, 6 Sq mm for Three Phase, 15 KVA 4C, 10 Sq mm for Three Phase, 20 & 25 KVA 4C, 16 Sq mm for Three Phase, 30 KVA 3.5C, 25 Sq mm for Three Phase, 40 KVA 3.5C, 35 Sq mm for Three Phase, 50 KVA 3.5C, 70 Sq mm for Three Phase, 62.5 & 75 KVA 3.5C, 95 Sq mm for Three Phase, 82.5 KVA 3.5C, 120 Sq mm for Three Phase, 100 KVA 3.5C, 185 Sq mm for Three Phase, 125 KVA 3.5C, 300 Sq mm for Three Phase, 160 KVA 3.5C, 2 Run of 120 Sq mm for Three Phase, 180 KVA 3.5C, 2 Run of 150 Sq mm for Three Phase, 200 KVA 3.5C, 2 Run of 185 Sq mm for Three Phase, 225 KVA 3.5C, 2 Run of 240 Sq mm for Three Phase, 250 & 275 KVA 3.5C, 3 Run of 185 Sq mm for Three Phase, 320 KVA 3.5C, 3 Run of 240 Sq mm for Three Phase, 380 & 400 KVA 3.5C, 4 Run of 240 Sq mm for Three Phase, 500, 600 & 750 KVA 3.5C, 6 Run of 240 Sq mm for Three Phase, 900 KVA, Not Applicable as Installation not offered
	Scope of installation for Diesel Generating Set when offered by the vendor - inclusive in the scope of supply(Part-4)	e) Construction of suitable earthing station and necessary connections shall be done by the seller. All the materials / labour required for construction of earthing station shall be supplied by the seller. The total number of earthing pits/stations shall be 4, i.e., 2 for neutral and 2 for body-earthing. Netutral earthing shall be done with copper Plate and Body earthing shall be done with G.I. plate / Copper. The consignee should choose installation site in such a way that the earthing stations can be made within 10 metres of the Power Generator. Earthing station shall be typically constructed as per prevalent standard practices and shall be generally conforming to CPWD General specification for Electrical Works, Part - VII & Part - I - latest. e) Installation of Fuel Tank including foundation / stand shall be done by the seller. f)The warranty is applicable upto specified value of month/hours whichever occurs first's., Not Applicable as Installation not offered

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
WARRANTY/SERVICE S	<b>Warranty on Complete power genertor/DG Set</b>	36 Or higher (month)
	<b>Number of preventive maintenance visits offered in an year during warranty period (Supply of all consumables is the buyer's responsibilty)*</b>	2
TEST REPORTS	Type of lab which carried out Test of Complete Product to prove the conformity of product as per specification	Certificates required as per CPCB, Govt Lab, NABL accredited lab
	<b>Test report Available for (Test/approval)</b>	Type Approval Certificate for the specified rating of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications

**Additional Specification Parameters - Power Generator - DG Set (up To 900 KVA) ( 3 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Service Center	Bidder should have dedicated service center at location of material supply & installed
CPCB Norms	The DG Set should confirm and comply the CPCB-IV+ norms since 01.07.2023

Specification Parameter Name	Bid Requirement (Allowed Values)
Pre Dispatch Inspection	Ordered quantity shall be inspected at the bidders premises by the authorized representative/inspection committee of ADG(E)(NZ), Akashvani & Doordarshan, 8th floor, Soochna Bhawan, CGO Complex, New Delhi-110003

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

**उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	30 Days

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ashwani Kumar Shukla	272124,AKASHVANI BASTI, KOELPUR, GOTWA BAZAR, BASTI, UTTAR PRADESH 272124	1	60
2	Rajesh Bajpai	207001,AKASHVANI ETAH, CHANDPUR JINDAHAR, ETAH UTTAR PRADESH 207001	1	60
3	Vikas Chandra Katiyar	241001,AKASHVANI HARDOI, NEAR DM CORAHA, HARDOI, UTTAR PRADESH 207001	1	60

**क्रयता द्वारा जोड़ी गई बिड की विशेष शर्तें/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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. 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.

### 3. **Service & Support**

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

### 4. **Service & Support**

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

### 5. **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.

### 6. **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.

### 7. **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.

### 8. **Generic**

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. **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 %.

### 10. **Warranty**

Warranty period of the supplied products shall be 3 years 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. **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.

12. **Generic**

**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. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

14. **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.

15. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

16. **Certificates**

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. **Certificates**

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

18. **Certificates**

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.

19. **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.

20. **Financial Criteria**

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

21. **Generic**

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. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

23. **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.

24. **Generic**

**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.

25. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 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.

26. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

27. **Generic**

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

28. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Buyer Added Additional Terms & Conditions (ATC) will supersede the technical specification & GeM Conditions**

1. Time of execution as per permission of Engineer In-charge at Akashvani Etah (U.P), Basti (U.P), Hardoi (U.P).
  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, PSUs, 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 10 years 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 Akashvani Etah (U.P), Basti (U.P), Hardoi (U.P).
  4. 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 Etah (U.P), Basti (U.P), Hardoi (U.P).
  5. 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.
  6. Any damage or misplace in equipment will have to be provided by the firm during work.
  7. 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.
    - a. The bidder should have executed project for supply/work of same or similar category products during proceeding 10 financial years (i.e. current year and ten previous financial years) as on opening of bid, as per following criteria:
    - b. Single order of at least 80% of estimated bid value.
    - c. Two orders of at least 60% each of estimated bid value.
    - d. Three orders of at least 40% each of estimated bid value.
    - e. 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.**
8. Bidders Average Annual Turnover should be minimum 200% of estimated cost of the project in the last 03 financial years.
  9. Bidder has to submit Audited Accounts for the last 3 years.
  10. Bidders have to signed on all pages of the bid document and submit the complete bid document.
  11. Bidder has to submit Make in India declaration of the product on OEM letterhead.
  12. Bidder has to submit a copy of OEM Authorization Certificate of the quoted product.
  13. Technical compliance statement to technical specifications of the bid is to be submitted.
  14. Bidder has to submit a copy of Registration Certificate/GSTIN Number.
  15. Bidder has to submit a copy of PAN card.
  16. Only Original Equipment Manufacturer (MSME) for DG Sets is eligible for exemption from EMD submission.
  17. The registered Dealers/Distributors/Traders of DG Sets 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.

18. Bidder has to provide the Service Network support details of the OEM.
19. Proof of all certificates may be get confirmed by Department.
20. Any representation by the firm is not considered after the date of pre bid meeting.
21. **Guarantee/Warranty:**  
 Ø Guarantee/Warranty of the scope is three year from the date of completion of scope in good condition at site.
22. **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/Bank Guarantee of equivalent amount in favour of PRASAR BHARATI ADG E-NZ AKASHWANI AND DOORDARSHAN NEW DELHI valid for guarantee period at least.
23. **Performance Security:**  
 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.
24. Detailed technical specification leaflets shall be submitted along with offered Make & Model of the material.
25. Bidder has to offer only one Make & Model of the DG Set, Engine & Alternator at the time of bid submission. Multiple offered Make & Model shall be outrightly rejected & shall not be considered for further evaluation.
26. 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.
27. The scope of current bid is supply, installation, testing & commissioning 40kVA DG Sets with AMF Panel for Akashvani Etah (U.P), Basti (U.P), Hardoi (U.P).
28. 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.
29. **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 contract or, 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 29.b or sub-clause 29.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 29.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.
30. 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 a fresh after detailed scrutiny of the estimated cost.
31. If the quoted rate for Bid, is found considerably lower than the estimated rates, it will be considered as 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.
32. Common IP Addresses Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s)/Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.
33. Bidders are required to submit valid CPCB-IV(+) certificate [noise for DG Set & smoke for engine] along with the tender document.

## 29. Forms of EMD and PBG

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. 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

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. Forms of EMD and PBG

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. 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

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. Inspection

**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.

### 34. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Akashvani Etah, Chandpur Jindahar, Etah, Uttar Pradesh - 207001  
Akashvani Basti, Koelpur, Gotwa Bazar, Basti, Uttar Pradesh - 272124  
Akashvani Etah, Chandpur Jindahar, Etah, Uttar Pradesh - 207001

.  
.  
.

## 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 [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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड 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 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---