

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-07-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-07-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	Air, Bhopal
क्रेता ईमेल/Buyer Email	rajkishorsharma@prasarbharati.gov.in
वस्तु श्रेणी /Item Category	Financial Advisory Services - Onsite; Tax Advisory
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	24 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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 मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	600000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	12000

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).	39

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

AO
AKASHVANI, PRASAR BHARATI, SHYAMLA HILLS, BHOPAL
(Drawing And Disbursing Officer)

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. 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.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.:10 YEARS EXPERIENCE IN PRASAR BHARATI WOULD BE PREFERRED

Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.:5

Scope of work to be uploaded by buyer:[1750153765.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
30-06-2025 15:00:00	AKASHVANI SHYAMLH HILLS, BHOPAL

Financial Advisory Services - Onsite; Tax Advisory (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Deployment Location	Onsite
Category of financial advisory service	Tax Advisory
Sub-category of Financial Advisory Services	Filing TDS , Filing Income Tax Returns
Financial Advisory Reports	Yes
Frequency of Progress Report	Monthly
Type of Professional/Resources required	Chartered accountant
Qualification of Professional/Resources required	CA
Certification of Professional/Resources required	Indian Accounting Standards (Ind AS)
Total Experience of Professionals / Resources (In years)	More than 10 Years
एडऑन /Addon(s)	
Post Financial Advisory Support	NA

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Titus Chacko	462002,SHYAMLA HILLS, BHOPAL	1	N/A

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

1. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

2. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

A.	The scope of work and services :-
1.	The selected service provider is required to collect the desired data for IT compliance every month from the books of account by deputing suitable manpower at Prasar Bharati, Bhopal premises, but the return will be filed only after getting draft approved by the Competent Authority.
2.	Filing of all related monthly, quarterly and annual returns (i.e. 24Q, 26Q, 27EQ and generating FORM 16/16A) within the stipulated timeline as per Income-Tax Acts and rules made there under.
3.	Revision of return, as and when required. No additional professional charges for revision or return will be paid extra.
4.	Amendments in income tax Registration Certificates from time to time.
5.	Regularly updating the Prasar Bharati about the changes in Income Tax Act in terms of TDS rates etc. which affect the compliance to safeguard the Prasar Bharati.
6.	Expressing opinion and extending advices on additional issue as and when required for Income Tax compliance.

7.	Consultancy on removal of discrepancy and reply to the notices of Income Tax Department.
8.	Any other work related to Income tax Department for penalty etc.
9.	The firm is required to provide advisory to ensure Tax compliance.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annexure 1

Essential Eligibility Criteria to be fulfilled by the bidder along with details of documents required to be submitted with the Technical bid

1. The bidder should be empanelled with CAG. Acceptable proof required to be attached.
2. The bidder should have at least 5 CA partners in firm.
3. The bidder should have experience of 10 years or more to work as a service provider for IT compliance.
4. Bidder should have valid GST registration of Madhya Pradesh State having registration date prior to the date of BID publication. Document is required to be submitted with Technical Bid.
5. Bidder should be Solvent Profitable/Positive Net-Worth in the FY 2023-24. Document issued by CA is required to be submitted with Technical Bid.
6. Bidder should have valid PAN registration. Document is required to be submitted with Technical Bid.
7. The bidder must have an office at Bhopal within the municipal limits with proper Telephone/Mobile connectivity. A registration for commercial establishment is needed to be attached with technical bid.
8. Average Annual turnover of 200% of estimated cost of the project in the last 03 financial years Or Cumulative Turnover of 600% of e

estimated cost of the project in the last 03 financial years Or Average Annual Net Worth of minimum of 50% of estimated cost of the project in the last 03 financial years Or Cumulative Net Worth of minimum of 150% of estimated cost of the project in the last 03 financial years Positive. Three financial years i.e. 2021-22, 2022-23 & 2023-24 will be considered for eligibility criteria under this clause. CA Certified documents in support to the above are required to be submitted with Technical Bid.

9. Annual accounts (Trading account/P&L/Balance Sheet) and Income tax return of last three financial years i.e. 2021-22, 2022-23 & 2023-24. CA Certified documents in support to the above are required to be submitted with Technical Bid.
10. Bidder should have work experience one similar work of minimum value of 80% of estimated cost of the project or two similar works of minimum value of 60% of the estimated cost of the project or three similar works of minimum value of 40% of the estimated cost of the project. Similar works under this clause will be defined based on scope of the work and required to be executed with State or Central Government Department/PSU/Autonomous body. Self Certified documents are required to be submitted with the Technical Bid.
11. The firm should have its Head Office in Bhopal
12. The firm has not been Black listed or debarred in past by any State or Central Government department/PSU/Autonomous body. Declaration regarding Holiday/Banning and Liquidation, Court Receivership is required to be submitted in **ANNEXURE-6**.
13. Declaration regarding near relative (s) working in Prasar Bharati is required to be submitted in **ANNEXURE - 8**.
14. Declaration for Non-Tampering of Tender Document is required to be submitted in **ANNEXURE - 9**.
15. Declaration for Statutory Compliance in **ANNEXURE - 10**.
16. Declaration for bidder's performance in **ANNEXURE-11**.
17. Declaration for Fall Clause in **Annexure-12**.
18. Declaration regarding MSME (if applicable) in **ANNEXURE-4**
19. Nil deviation certificates in **ANNEXURE-3**.

20. E-Banking Mandate in **ANNEXURE-13**.

Sr. Administrative Officer,
For Deputy Director General (E)/HOO

:: General/Additional Terms & Conditions ::

-

01. Scope of Work:-

A.	The scope of work and services :-
1.	The selected service provider is required to collect the desired data for IT compliance every month from the books of account by deputing suitable manpower at Prasar Bharati, Bhopal premises, but the return will be filed only after getting draft approved by the Competent Authority.
2.	Filing of all related monthly, quarterly and annual returns (i.e. 24Q, 26Q, 27EQ and generating FORM 16/16A) within the stipulated timeline as per Income-Tax Acts and rules made there under.
3.	Revision of return, as and when required. No additional professional charges for revision or return will be paid extra.
4.	Amendments in income tax Registration Certificates from time to time.
5.	Regularly updating the Prasar Bharati about the changes in Income Tax Act in terms of TDS rates etc. which affect the compliance to safeguard the Prasar Bharati.
6.	Expressing opinion and extending advices on additional issue as and when required for Income Tax compliance.
7.	Consultancy on removal of discrepancy and reply to the notices of Income Tax Department.

8.	Any other work related to Income tax Department for penalty etc.
9.	The firm is required to provide advisory to ensure Tax compliance.

02. Prasara Bharati is having two TAN registrations at Bhopal level (i.e. One for Akashvani & One for Doordarshan). For better understanding of the quantum of work, the following is the data of last three FYs:-

TDS ENTRIES FOR THE LAST THREE FINANCIAL YEARS (i.r.o. Akashvani)

	24Q	26Q	27 AS
2022-2023	1304	979	NIL
2023-2024	3861	4175	NIL
2024-2025	3405	5517	NIL
	8570	10671	NIL

TDS ENTRIES FOR THE LAST THREE FINANCIAL YEARS (i.r.o. Doordarshan)

	24Q	26Q	27 AS
2022-2023	2559	1258	NIL
2023-2024	3305	1005	NIL
2024-2025	2739	792	NIL
TOTAL	8603	3055	NIL

The above data is indicative only and the quantum of work/data may increase or decrease for the contract period.

03. The selected service provider will be responsible for IT compliance, reply to notices etc. beyond the contract period also, if the notices (if any) received after the completion of contract period.

04. If required, Prasara Bharati may ask any bidder to give presentation/prac

tical demonstration to prove its competence in the field.

05. The service provider firm has to execute contract agreement in the prescribed pro-forma and the agreement shall be initially executed for 36 months at their cost. The contract agreement shall be further extended with an escalation @ 5% each year, so that service provider can ensure the statutory compliance like minimum wages etc for their manpower, compensate all other components due to the inflation, with the mutual consent of both the parties on same terms & condition.

06. A Nil deviation Certificate as mentioned in the Form-6 in Annexure-5 shall have to be essentially submitted by the Bidder along with the Technical Bid.

07. The supplier remains bound to provide services to other offices/wings of Prasar Bharati, Bhopal on the same rates, terms and conditions, If required by them.

08. The Bid Security/Earnest Money shall be in the form of Account Payee Demand draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank, in favour of "Drawing and Disbursing Officer, Prasar Bharati, Bhopal". In case of EMD exemption, letter along with NSIC Certificate for MSME in the concerned category of the Tendered items with Annexure-6 is required to be submitted.

09. If Bid Security/EMD is in the form of Demand Draft then it shall be placed in a single sealed envelope superscripted with tender Reference No. _____ and date _____ of opening so as to reach to "The Deputy Director General [Engineering] / Head of Office, Prasar Bharati, Akashvani, Shyamli Hills, Bhopal" before scheduled time on prescribed tender opening date. EMD received after Tender opening date shall be summarily rejected along with the corresponding Tender. Hard copy of any other tender document shall not be accepted. Softcopy of the EMD should be uploaded while submitting bids on GeM portal.

10. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups as recognised by Department of Industrial Policy & promotion (DIPP) shall be exempted from payment in respect of cost of Earnest Money as per the Government instructions on the subject on submission of documentary evidence of valid Registration in the concerned category of the Tendered items. Bidder is required to submit MSME certificate as annexed in **Annexure-4**.

11. The successful Bidders will be required to furnish Performance Security Deposit within 30 days of placement of contract at the rate of 3% (three percent) of value of contract in one of the acceptable forms as per tender documents. (Ref: Ministry of Finance, Department of Expenditure Order No.F.9/4/2020-PPD dated 30-12-2021). Performance Security shall be in the form of Account Payee Demand Draft, NEFT/RTGS from any scheduled bank(s), Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.

12. In case of payment through Net-Banking the money will be immediately transferred to Prasar Bharati's designated Account through NEFT/RTGS from any scheduled bank(s), the bidder will have to furnish the UTR Remittance Number(s) before submission of bid, payment details shall also be uploaded on e-procurement portal along with Bid. The payment of EMD through NEFT /RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Prasar Bharati account before submission of bid. The details of bank account is as under:-

Name of Bank : State Bank of India

Bank Account No : 34878786615

IFSC Code : SBIN0000332

Address of Branch : Sultania Road Bhopal

13. If a bidder needs any Pre-Bid meeting, then they are advised to submit written queries in advance of the Pre-Bid Meeting. The **(Annexure-5)** can be used for this purpose (Pre-Bid Meeting may be processed through e-procurement portal). After the meeting, the techno-commercial requirements may be revised, if considered necessary. After that no request/query will be entertained.

14. Prasar Bharati, Bhopal reserves the right to accept or reject any or all bids without assigning any reasons. Prasar Bharati also reserves the right to annul the tender process at any stage without assigning any reason.

15. Prasar Bharati, Bhopal reserves the right to reject bid of the firm whose performance at on-going supply 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, Bhopal reserves the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information /documents submitted by the applicant are found to be incorrect/false or have some discrepancy which disqualifies the firm then Prasar Bharati, Bhopal shall take the following action:

- (a) Forfeit the entire amount of EMD submitted by the firm.
- (b) The agency shall be liable for debarment from tendering in Prasar Bharati apart from any other appropriate contractual / legal action.

16. Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance.

17. If Input tax credit (ITC) with respect to GST (CGST & SGST/UTGST or IGST) which normally shall be available to Prasar Bharati is not available, for any reason, which is not attributable to Prasar Bharati, then Prasar Bharati shall not be obliged or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to / deduct/ setoff / recover the such GST (CGST & SGST/UTGST or IGST) there upon together with all penalties and interest, if any, against any amount paid or payable by Prasar Bharati to Supplier/ Vendor.

18. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

19. The Bidder is not put on 'Holiday' by any of the organization of Prasar Bharati or any of the Government departments, Public Sector or banned/blacklisted by Government department/Public Sector on the due date of submission of bid. The Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid along with the Bid Security, if any, will be returned immediately to the Bidder.

20. Bidder should meet all the eligibility and other criteria, as specified in Annexure-1.

21. The earnest money of unsuccessful bidders will be returned on finalization or after the award of the Tender to the Lowest Bidder (L1), and the earnest money of the successful bidder will be returned on receipt of requisite security deposit/Performance Bond.

22. **FORFEITURE OF EMD:** The earnest money deposited by the Bidder shall be forfeited by Prasar Bharati in the following events:

- (a) If tender is withdrawn during the validity period or any extension thereof;

- (b) If Bid is amended or modified unsolicited, during the validity period or any extension thereof;
- (c) 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;
- (d) In case of tenders in which only a single bidder qualifies or in cases of procurement on PAC basis, if the Bidder decides at any stage not to participate further in the tender but in spite of withdrawing on his own, he deliberately delays the tendering process to let the validity period expire;
- (e) If, the bidder is not earnest about their bid, and withdraws it before the completion of Technical Evaluation against the accepted specification, at the time of bidding and before the validity period or any extension thereof;

23. **SIGNING OF AGREEMENT:**

- (a) Prasar Bharati will award the Contract to the successful Bidder, who within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to Prasar Bharati.
- (b) The successful Bidder/Contractor shall be required to execute an 'Agreement' in a Performa on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified only, within fifteen [15] days or receipt of the "Letter of Acceptance [LOA] of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for appropriate action as per Tender provisions.
- (c) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the employee of Prasar Bharati, or alternatively, if any relative of an employee of Prasar Bharati has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender in **Annexure-8**. The term 'relative' for this purpose would be as defined in Companies Act amended from time to time.
- (d) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Prasar Bharati.

24. **EMPLOYMENT BY BIDDER FIRMS TO OFFICIALS OF THIS ORGANISATION:**

Firms/companies who have or had business relations with the Organisation are advised not to employ serving employees of this Organisation without its prior permission or within the initial one year period after the retirement/resignation/severance from the service without specific permission of this Organisation. This Organisation may decide not to deal with such firms who failed to comply with the above advice.

25. CANCELLATION /RESCISSION:

The Bidder shall be liable to pay compensation for any loss to Prasar Bharati, Bhopal resulting from any cancellation/rescission due to the reasons attributable to the Bidder and the Prasar Bharati, Bhopal shall be entitled to deduct the amount so payable from the amount due to the Bidder.

26. REJECTION

If the ORGANISATION finds that the services supplied are not in accordance with the specification and other condition stated in the order (of which matters this Organisation will be the sole judge), this Organisation shall be entitled to reject the whole of the services or the part, as the case may be, and intimate to the supplier/contractor the rejection without prejudice to the Organisation's other rights and remedies to recover from the supplier any loss which the ORGANISATION may be put to, also reserving the right to forfeit the security deposit/performance bond, if any, made for the due fulfillment of the contract. The services shall be removed by the supplier/contractor and if not removed within 14 days of the date of communication of the rejection, the Organisation will be entitled to dispose-off the same on account and at the risk of the supplier/contractor and after recovering the loss and expense for restoring the services, if any caused to the Organisation, pay balance to the supplier/contractor.

27. FAILURE AND TERMINATION CLAUSE

Time and date of delivery of services shall be the essence of the contract. If the supplier/contractor fails to deliver the services 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.

28. Liquidated Damages-

28 (a) The Service user will recover from the successful bidder a liquidated damage, in case of breach of any terms & conditions mentioned in the Bid Document attributable to the service provider. The main default clauses are detailed below:-

If the services are not provided to the Prasar Bharati, Bhopal within the sti

puted time period, then the organization reserves the right to hire services from any other alternative source at the prevailing market rates and the ledger account of the service provider will be debited for differential cost of making alternative arrangement (if any), in addition to liquidated damages. The liquidated damage for each return will be @ Rs. 5000/-. However, liquidated damages shall not in any case be higher than the contract value.

If the Selected Service Provider is on regular defaults for not providing services, the Liquidated Damages equivalent to the Performance Security can be imposed and simultaneously contract may be cancelled.

28 (b) Prasar Bharati reserves the right to 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 services not delivered not carried out or others of a similar description (where stores not delivered 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 bid 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

28 (c) Where action is taken under sub-clause 26(b) 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 services, 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.

29. SUBLETTING AND ASSIGNMENT

The contractor shall not sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, without the previous consent in writing of the purchase Authority, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

30. FORCE MAJEURE

(a) If any time during the continuance of the contract the performance in whole or in part by the Successful Bidder shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, (but not including negligence or wrong-doing, predictable/seasonal rain) here-in after referred to as events and provided notice of happenings of any such

h eventuality is given by the successful Bidder in writing within 07 days from the date of occurrence thereof (and it cannot be claimed ex-post facto), the purchaser shall by reason of such event, neither cancel this order nor shall claim for damages against the contractor in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist. However, if such event continues for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.

(b) If the timelines are not met by force majeure conditions lasting for more than 90 days, the organization have the option of cancelling this contract in whole or part at its discretion without any liability on its part of the Purchaser.

31. **FALL CLAUSE**

31.1 The price for the services/works under the contract/Supply order by the contractor/Supplier shall in no event exceed the lowest price at which supplier/contractor or his agent/principal/dealer as the case may be, sells the services/works or offers to sell services/works of identical description to any persons/organizations including the purchaser or any department of the Central Govt. or any Deptt. of State Govt. or any Statutory undertaking of the Central or State Govt., as the case may be, during the contract period.

31.2 If at any time, during the said period, the contractor/supplier or his agent/principal/ dealer as the case may be, reduce the sales price, sells or offers to sell such services/works to any persons/organizations including the purchaser or any Department of Central Govt. of any Department of a State Govt. or any statutory undertaking of the Central or State Govt. as the case may be, at a price lower than the price chargeable under the contract/supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this contract/supply order and price payable under the contract/supply order for the services rendered/works carried out after the date of coming into force of such reduction shall stand correspondingly reduced. The contractor/supplier shall furnish the following certificate to the concerned Purchaser as per **Annexure-15**.

32. Bidder is required to submit declaration regarding Holiday / Banning and Liquidation, Court Receivership certificate as per annexed **Annexure -6**.

33. Bidder is required to submit past supplies certificate as per **Annexure-11**.

34. Technical Bid must contain scanned copy of Unconditional Acceptance of Parasar Bharati's Tender Terms & Conditions.

35. Performance security @3% of contract value in the form of the DD/Bank Guarantee/Hypothecated FDR valid for the period of 60 days beyond contract agreement period has to be deposited by the bidder finalized on the basis of the lowest rates and fulfilling the essential terms and conditions. The firm has to enter

into the contract. The contract shall be initially valid for 36 months. In case of violations of the terms & conditions of the contract the Performance security deposit shall be en-cashed and will not be returned to the vendor in any circumstances.

36. In case of violations of the terms & conditions by the firm, Prasar Bharati reserves right to terminate the agreement, forfeit the Performance security deposit.

37. Head of Office, Prasar Bharati, Bhopal reserves the absolute right to accept/reject any or all bids at any stage of the tender process without assigning any reason whatsoever.

38. The bids of the firm already blacklisted or under any investigation in the organization / any Govt. department / PSU / Autonomous body etc. shall not be accepted.

39. Participating registered Micro, Small and Medium Enterprises (MSEs) quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where price is from someone other than an MSE. Such MSEs shall be allowed to supply at-least 20% of total tendered value. In case more than one such MSE falling in the same category, the supply will be shared proportionately (to tendered quantity). Tender sets free of cost and exemption from payment of earnest money to registered MSEs under the applicable rules is also applicable.

40. Prasar Bharati has full powers to relax the tender conditions at any stage, if considered necessary for finalizing the Contract in the over-all interest of Prasar Bharati.

41. The Tender will be governed by the "Instruction to the Bidder" as per **Annexure-1**; "General Terms and Conditions" placed and "Technical Specifications" at **Annexure-2**.

42. The contract will be governed by Indian laws including the Indian Contract Act, 1872; the Sale of Goods Act, 1930; Right to Information Act, 2005; The Micro, Small and Medium Enterprises Development Act, 2006; Prevention of Corruption Act, 1988; and Arbitration and Conciliation Act, 1996, etc, as amended from time to time. The contract will also be governed by General Financial Rules, 2017

, Manual for procurement of goods and works 2017 and 2019, Delegation of Financial Power Rules and any other financial, vigilance, security, safety, counter-trade and other regulatory aspects, orders and guidelines of the Government on the subject of Public Procurement as amended from time to time in so far as they are applicable and not inconsistent with the conditions mentioned in the tender document. Undertaking to the effect should be submitted as per **Annexure-12**.

43. In case of any dispute, the matter shall be referred to the arbitrator appointed by the Prasar Bharati and the arbitration process shall be initiated as per the Arbitration act 1940 as amended from time to time.

44. In case of any litigation, jurisdiction of court will be Bhopal.

45. LANGUAGE/TERMINOLOGY: The supplier/contractor shall ensure the language/terminology/description of services used in supply order/bill of lading/Invoice any other documents dispatched by the supplier is verbatim in English.

Sr. Administrative Officer,
For Deputy Director General (E)/HOO

ANNEXURE-3

TECHNICAL BID

Subject: Notice Inviting Tender for NIT

Enquiry No: _____ and date _____
—

—
—
—

NIL DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry. I hereby declare that – There is no deviation in the offer.

Signature of Authorized Signatory of Bidder

Name: _____

Designation: _____

Date: _____

Place: _____

Seal of Organization

—
—
—
—
—
—
—
—
—
—
—

Declaration regarding MSME

—
(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be uploaded in the Technical Bid.)

DECLARATION (For MSME Units only)

I, on behalf of M/s. _____ in the capacity of (Position) _____
_____ hereby declare that

1. Our MSE Unit(s) is/are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of invited vide Bid Number _____
2. Our MSE Unit(s) has/ have not been awarded any work /supply under MSME benefit during the current financial year. OR Our MSE Unit(s) has/have been awarded work /supply for a total value of Rs. (Rupees _____ only) under MSME benefits as on date and same work(s)/Supply is/are "In hand (Progress)/Incomplete" during the current financial year. Further, We confirm that the value of /Supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.
3. Our firm is participating in this tender under "MSE unit" or "OPEN BIDDER". NOTE: Strike out the conditions in (2) & (3) whichever is not applicable. Decision on any discrepancy in this "DECLARATION" shall be at the discretion of Prasar Bharati, Bhopal and shall be final and binding.

SIGNATURE WITH COMPANY SEAL ATTESTED BY NOTARY PUBLIC

—
—
—
—
—
—
—

ANNEXURE-5

BIDDER'S QUERIES FOR PRE BID MEETING

SUB: _____

TENDER NO: _____

S.N o.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	For the U se of Offi ce.
	Sec.N o.	Page N o.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

The Address / Email / to Send Email Queries :

The Dy. Director General (Engg.), Akashvani, Shyamla Hills, Bhopal - 462002

ddoairbhopal@gmail.com

SIGNATURE OF BIDDER: _____ Name and Address of Bidder

-
-
-
-
-

ANNEXURE-6

-

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

Head of Office,
Prasar Bharati
Shyamla Hills,
Bhopal

SUB: _____

TENDER NO: _____

Dear Sir,

We hereby confirm that we are not on 'Holiday' by any offices of PrasarBharati/ AIR/ DD/ CCW/ Government or Public Sector (due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Government or Public Sector. We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of Prasar Bharati, Bhopal that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices. Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Prasar Bharati, Bhopal by us.

Place: _____

[

Signature of Authorized Signatory of Bidder]

Date: _____

Name: _____

Designation: _____

Seal of firm: _____

ANNEXURE - 7

(PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY)

(To be stamped in Accordance with Indian stamp Act)

The Non-judicial stamp paper should be in the name of issuing Bank Ref
.....Bank Guarantee No. To PRASAR
BHARATI (India's Public Service Broadcaster), HEAD OF OFFICE, AKASHVANI, PR
ASAR BHARATI, BHOPAL

Dear Sirs,

- 1 In consideration of PRASAR BHARATI ((India's Public Service Broadcaster), HEAD OF OFFICE, Akashvani, PRASAR BHARATI, SHYAMLA HILLS, BHOPAL having its head office at New Delhi (herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees and having entered into a contract dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the PRASAR BHARATI, BHOPAL with M/s_____ having its Head/ Registered office at _____ (hereinafter referred to the contractor which expression unless repugnant to the context ha

ving been executors and assigns) and the contract having been unequivocally accepted by the contractor resulting in a contract bearing No. _____ dated _____ valued at Rs. _____ (Rupees _____) (in words) for having agreed that the contractor shall furnish to the organisation Performance Guarantee for the faithful performance of the entire contract to the extent of 3 % of the value of the contract Rupees _____ (in words). We _____ (Name of the Bank) having its registered unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees as acceptable to the Organisation any and all moneys the extent of Rupees _____ (In words). In aggregate at any time without any demur, reservations, recourse, contest or protests and /or without any reference to the contractor. Any such demands made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation and contractor or any dispute pending before any court Arbitrator or any other authority. We agree that guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Organisation in writing.

- 2 The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor or vary the terms of the contract. The Organisation shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at anytime in any manner, and either to enforce, or to forebear to enforce, any covenants contained or implied in the contract between the File No.PP-1/101/Procu_Manual/2022 PBPP , 2022 Page No. 73 Organisation and the contractor or any other course or remedy or security available to the Organisation. The Bank shall not be released of its obligations under these presents by any exercise by the Organisation of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Organisation or any other indulgence shown by the Organisation or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
- 3 The Bank also agrees that the Organisation at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that the Organisation may have in relation to the contractors liabilities.
- 4 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/equipment as the same is a condition of supply contract and all the dues of

the Organisation under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the Organisation discharge this guarantee in writing.

5 We further agree that as between us and the Organisation for the purpose of this guarantee any notice given to us by the Organisation that the money is payable by the contractor and any amount claimed in such notice by the Organisation shall be conclusive and binding on us notwithstanding any difference between the Organisation and the contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution, in the constitutions of the Organisation that of the contractor. We also undertake not to revoke this guarantee during its currency. This guarantee shall not be determined discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.

6 Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. _____ (In figure) (Rupees _____) (In words) in aggregate and it shall remain in full force upto and including 60 days after (Indicate the date of expiry of Guarantee/Warranty period) unless extended further, from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of one year from _____ (indicate the date of expiry of Guarantee/warranty period) or before the expiry of one year after the expiry of extended period, if any. If no such claim has been received by us within one year after the said date/extended date, the right of the Organisation under this guarantee will cease, However, if such a claim has been received by us within and up to one year after the said date/extended date, all the rights of the Organisation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7 The bank confirms that this guarantee has been issued with the approval of the appropriate Exchange Control, Rules and regulations of the country.

We also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts.

The bank also agrees that Courts of New Delhi, India shall have exclusive jurisdiction.

Dated this.....day of

At

(SIGNATURE)
(Full name and address in of official capital letter)
(Designation with Bank Stamp)
Date_____

Witness No. 1
Signature

Full name and Address (in capital letters).....
.....
.....

Witness No. 2
Signature
Full name and Address (in capital letters).....
.....
.....

* Applicable where the party is foreign one.
**Applicable where the party is Indian.

3.1 INSTRUCTIONS (FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND)

- I. The Bank guarantee should be stamped in accordance with the stamp act.
- II. The non-judicial stamp paper should be in the name of the issuing bank. The bank also agrees that the Court of New Delhi India shall have exclusive jurisdiction.
 - a. The period one year mentioned in clause 6 should be available after the expiry of the validity period/satisfactory performance, as the case may be, or any extension of such period.
 - b. The Bank Guarantee by bidders will be given from any Scheduled Commercial Bank in India.
 - c. In the case of guarantee by a foreign bank, the same should be got confirmed by an Indian Commercial bank.

ANNEXURE - 8

DECLARATION REGARDING NO NEAR RELATIVE (S) WORKING IN PRASAR BHARATI

I/We declare :-

1. That I or any of my partner am/is neither working in any capacity in anywhere in the Prasar Bharati nor am/is removed/dismissed from service of Prasar Bharati.

2. That none of my near relatives are working in any capacity in Prasar Bharati nor am/is removed removed/dismissed from service of Prasar Bharati.

Or

The Details of my near relatives working in Prasar Bharati are as under:

S.N o.	Name and Address	Capacity in which worki ng	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the purchaser immediately.

4. I) That I/We shall intimate the names of persons working in Prasar Bharati related to our employees who are working with me / us in any capacity or are subsequently employed by me/ us.

II) That none of my employees is a removed/dismissed employee of either any unit of Prasar Bharati.

5. That I / We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit/Security Deposit held by the purchaser.

6. If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the Security Deposit shall be forfeited and legal actions shall be initiated without any prejudice i.e. to the rights of the purchaser to debar the firm from entering into future contracts.

Place: _____

Signature: _____

Date: _____

Authorized Signatory _____

DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT

—

—

I / We /Proprietor/ Partner(s)/ Director(s) of M/s_____
_____,hereby declare that I / We have not tampered the
tender document issued vide TENDER NO. _____ Dated- _____
_____, which is downloaded from the GEM portal.

Authorized Signatory

Name & address of the firm:

—

—

—

—

—

—

—

—

—

—

—

-
-
-
-
-
-

ANNEXURE - 10

Undertaking

I/We _____ on
behalf of M/s _____ her
beby certified that :

1. I/We strictly followed all rules & regulations under Contract Labour Act 1970 and Contract Labour (Regulation and Abolition) Central rule 1971 during currency of tender .

2. I/We shall be personally held responsible for default of non-payment to labourers / manpower engaged/provided to AIR for completion of work.

3. I/We ensured the strict compliance of various labour provisions of these labour laws:

a) Workmen's compensation Act 1923.

b) Employees Provident Fund Act 1952.

c) Maternity benefits Act 1961.

d) Minimum wages Act 1948.

e) Payment of gratuity Act 1972.

f) Equal remuneration Act 1976.

g) Any other applicable Act on Labour Regulation in force and amendments issued time to time by Govt. agencies.

I/We further undertake to abide by the terms and conditions of the contract and any lapse/failure to maintain these provisions shall be my personal liability and the Prasar Bharati, Bhopal shall be free from any liability on this account

Authorized Signatory
Name & address of the firm:

ANNEXURE-11

BIDDERS PAST SUPPLIES/SERVICES PROFORMA				
S.No.	Name & Address of Client	Period from	Description in detail	Remarks

--	--	--	--	--

Signature of the authorized signatory of Supplier Designation & Seal

—
—
—
—
—
—

Annexure-12

UNDERTAKING (FALL CLAUSE)

"I/We _____ certify that there has been no reduction in sale price of the stores/services of description identical to the stores/services supplied to PRASAR BHARATI (India's Public Service Broadcaster), PRASAR BHARATI, BHOPAL under the contract/supply order herein and such stores/services have not been offered/sold by me/us to any person or organisation including the purchaser or any Department of Central Govt. or any Department of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be up-to the date of bill during the currency of the supply order contract whichever is later at a price lower than the price charged to the Organisation under the contract/supply.

In case, if the price charged by our firm is more, Prasar Bharati will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Authorized Signatory
Name & address of the firm:

ANNEXURE-13

E-Banking Mandate Form

(To be issued on Bidder letter head)

1. Bidder/customer Name:
2. Bidder /customer Address:
3. Bidders' e-mail id:
4. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) IFSC of the bank branch
 - i) 9 digit MICR code

I/We hereby authorize Prasar Bharati to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold Prasar Bharati responsible.

(Signature of Bidder)

4. Buyer Added Bid Specific ATC

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

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. 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.
16. 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.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---