



Tender For "Supply, Installation, Commissioning and AMC of (i) VHF DSC Class A (Sailor) (ii) MF/HF DSC Class A (Sailor)" at IMU Mumbai Port campus, Hay Bunder Road, Mumbai

GeM Tender No: GEM/2024/B/5471841

Issue Date: 22nd October, 2024

CORRIGENDUM - I

Date: 05.11.2024

Following corrigendum is issued with respect to the Supply, Installation, Commissioning and AMC of (i) VHF DSC Class A (Sailor) (ii) MF/HF DSC Class A (Sailor) tender:

Page No. and Para No.	Existing Additional Terms and Conditions	Revised Additional Terms and Conditions
ATC document Page No. 11 Para No. 29 of Introduction about the Project And Page No. 4 Para No. 9 of Scope of Work	Data Storage capability: The equipment should be capable of storing sufficient measured data history in the equipment and should be able to transfer the data stored into a computer, as per performance standards of IMO/ DGS. The scope of supply includes all means by way of drivers, software and interface cables and adapters to facilitate such transfer.	Clause Removed from the GeM Tender ATC document.
ATC document Page No. 12 Annexure – I of Introduction about the Project And Page No.1 Scope of Work Technical Specification Page No. 12 Make In India	1. SAILOR 7222 VHF DSC Class A Including: <ul style="list-style-type: none"> SAILOR 7224 VHF Control Unit including Power Cable SAILOR 6201 Handset incl Cradle SAILOR 7226 VHF Transceiver Unit Connection Cable (5m) with 12-pin female connector U-mount bracket kit Dummy Load 	1. SAILOR 7222 VHF DSC Class A Including: <ul style="list-style-type: none"> SAILOR 7224 VHF Control Unit including Power Cable SAILOR 6201 Handset incl Cradle SAILOR 7226 VHF Transceiver Unit Connection Cable (5m) with 12-pin female connector U-mount bracket kit Dummy Load DGS Type Approved AC / DC power Supply Unit with cables.

	<p>2. SAILOR 6310 MF/ HF 150W DSC Class A (1 channel watch receiver)</p> <p>Basic system:</p> <ul style="list-style-type: none"> • SAILOR 6301 Control Unit DSC Class A • SAILOR 6201 Handset • 6m 12 POL CAN cable (CU-TU) • SAILOR 6365 MF/ HF 150 W Transceiver Unit DSC Class A • SAILOR 6384 Antenna Tuning Unit • Connection Cable Option, 5m, 1x10 Pin female SAILOR 6200 Series (Compatibility SAILOR 6310 MF/ HF 150W DSC Class • Dummy load 	<p>2. SAILOR 6310 MF/ HF 150W DSC Class A (1 channel watch receiver)</p> <p>Basic system:</p> <ul style="list-style-type: none"> • SAILOR 6301 Control Unit DSC Class A • SAILOR 6201 Handset • 6m 12 POL CAN cable (CU-TU) • SAILOR 6365 MF/ HF 150 W Transceiver Unit DSC Class A • SAILOR 6384 Antenna Tuning Unit • Connection Cable Option, 5m, 1x10 Pin female SAILOR 6200 Series (Compatibility SAILOR 6310 MF/ HF 150W DSC Class • Dummy load • DGS Type Approved AC / DC power Supply Unit with cables.
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for *Vivek Chauhan*
5/11/2024
Deputy Registrar

Bid Corrigendum

GEM/2024/B/5471841-C1

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

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Indian Maritime University
Mumbai Port Campus
Hay Bunder Road
Sewree
Mumbai - 400033
.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Indian Maritime University, Mumbai Port Campus payable at Mumbai
.
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.
5. **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.
6. 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.
7. 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.
8. Buyer Added text based ATC clauses
 1. **Invitation for Bids:** - The Indian Maritime University – Mumbai Port Campus (MPC) (hereinafter referred to as the Buyer or IMU- MPC) invites online tender for Supply, Installation, Commissioning and AMC of (i) VHF DSC Class A (Sailor) (ii) MF/HF DSC Class A (Sailor) at IMU-MPC through GeM Portal.
 2. **Overall Scope and objective of this Tender is to:-**
 - 2.1. Select a successful bidder for Supply, Installation, Commissioning and AMC of the (i) VHF DSC Class A (Sailor) (ii) MF/HF DSC Class A (Sailor) as per technical Specification (Annexure I)
 - 2.2. Comprehensive onsite warranty for a period of 03 years for the equipments.

- 2.3. Comprehensive/non-comprehensive onsite Annual Maintenance for period of 2 years after expiry of 03 years warranty.

3. Eligibility Criteria: The bidder should have mandatory qualification as per the following table. The proposal of the bidders who are fulfilling the mandatory qualification criteria shall only be considered for technical evaluation. The offer is liable to be rejected if non compliance to mandatory qualification criteria is detected during the technical evaluation.

Sl. No.	Qualification Criteria	Supporting documents
1	The Bidder should be in the Business of Providing 'Similar Supply & Installation of Laboratory equipments or GMDSS equipments for a period not less than 5 years i.e. since FY. 2019-20 or earlier	Copies of the Work order or Agreement or Work Completion certificate for the each Completed Similar Supply & Installation of Laboratory equipments or GMDSS equipments Proof for providing similar Supply and Installation not less than 5 years
2	<p>The Bidder should have satisfactorily completed "Similar Supply and installation" with minimum value specified in any one of the three set of values (a or b or c) carried out during the last any one of the five financial years (2020-2021 to 2024-2025)</p> <p>a) At least 1 Similar Supply and Installation with a minimum value of i.e. Rs. 08.72 Lakhs (80% of Bid value)</p> <p>[OR]</p> <p>b) At least 2 Similar Supply and Installation of with a minimum value of i.e. Rs. 05.45 Lakhs (50 % of Bid value) each.</p> <p>[OR]</p> <p>c) At least 3 Similar Supply and Installation of with a minimum value of i.e. Rs.04.36 Lakhs (40% of Bid value.) each.</p>	Copies of the Work order or Agreement or Work Completion certificate
3	The Bidder should have an average annual turnover of at least Rs. 44 Lakhs during the past 5 financial year's i.e. 2019-20 to 2023-24.	Annual accounts duly certified by a Chartered Accountant.
4	The bidder should submit the copy of Income Tax return for last three financial years i.e. 2021-22, 2022-23 & 2023-24 (Assessment year 2022-23, 2023-24 & 2024-25)	Copy Income tax Returns.

5	The Bidder should have a valid PAN and GST Registration Certificate.	Copy of the PAN Card and GST registration certificate.
6	The Bidder shall be the reputed Original Equipment Manufacturer (OEM) or their authorized/certified partner or authorized re-seller from India. He shall furnish necessary authorization from the OEM authorizing him to provide all goods and services support indicated in this tender and confirming that necessary assistance would be provided to the firm in providing required support during the Warranty Period.	OEM Authorization / Certification as per the Annexure III. In case of participation by OEM, self-declaration.
7	The Bidder should not have been blacklisted or debarred from bidding for any government or central government autonomous organisation.	Self-declaration to this effect.

3.1 'Similar Supply' means supply of Laboratory Equipments or GMDSS Equipments of the similar type as per the tender with Government / Semi- Government/ Public Sector organizations/ National level educational institutes like IIT, IIM, NIT and Central Universities/ State Universities / Public Limited Companies. / Reputed UGC/ AICTE Recognized or private Sector Universities / Maritime training institutes/Reputed Private Companies and Port Organizations.

3.2 With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

3.3 All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU-MPC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-MPC also reserves the right to ask more proof to corroborate the eligibility declarations.

9. Text Clause(s)

(Attached Scope of Work document on Page No. 4 of Original Bid stands deleted. Revised Scope of Work document attached in ATC document Clause No. 20)

Scope of Work

TECHNICAL SPECIFICATIONS FOR SUPPLY, INSTALLATION, COMMISSIONING AND AMC OF BELOW MENTIONED EQUIPMENTS.

(i) VHF DSC Class A (Sailor)

(ii) MF/HF DSC Class A (Sailor)

Sr. No.	Name of Equipment	Quantity
(i)	SAILOR 7222 VHF DSC Class A Including: <ul style="list-style-type: none"> · SAILOR 7224 VHF Control Unit including Power Cable · SAILOR 6201 Handset incl Cradle · SAILOR 7226 VHF Transceiver Unit · Connection Cable (5m) with 12-pin female connector · U-mount bracket kit · Dummy Load · DGS Type Approved AC/DC power Supply Unit with cables. 	01 No.
(ii)	SAILOR 6310 MF/ HF 150W DSC Class A (1 channel watch receiver) Basic system: <ul style="list-style-type: none"> · SAILOR 6301 Control Unit DSC Class A · SAILOR 6201 Handset · 6m 12 POL CAN cable (CU-TU) · SAILOR 6365 MF/ HF 150 W Transceiver Unit DSC Class A · SAILOR 6384 Antenna Tuning Unit · Connection Cable Option, 5m, 1x10 Pin female SAILOR 6200 Series (Compatibility SAILOR 6310 MF/ HF 150W DSC Class A) · Dummy load · DGS Type Approved AC/DC power Supply Unit with cables. 	01 No.

1. Supply of Equipment: -

The supply shall include complete set of equipment including accessories, spares and consumables as described along with the pedestal for easy accessibility for the trainee.

The equipment shall be compatible with 220 V-240 V, 50 Hz, single phase ac power supply. If any power adapters are required, those shall be part of the supply from the supplier.

2. Installation, Demonstration and User Acceptance Testing:

- 2.1. The supplier is required to supply the items within 45 days of the issuance of the work order and do the installation and demonstration of the equipment within 15 days of the arrival of materials at the IMU's site of installation; otherwise the penalty clause will be the same as per the supply of materials.
- 2.2. The successful Bidder shall depute their Service Engineer for demonstration /calibration /conduct of demo experiments of the equipment.
- 2.3. The acceptance tests for supplied goods shall be carried out at IMU by the supplier with the participation of concerned personnel from IMU-MPC.
- 2.4. The supplier shall provide necessary consumables till the completion of acceptance testing, without any additional cost.
- 2.5. All parts and equipment should be brand new and unused. Refurbished items shall not be accepted.
- 2.6. The equipment shall be robust for academic use and shall have to produce results with accuracy, as determined reasonable by IMU.

3. Acceptance of Equipment:

- 3.1. The activity shall be deemed to have been completed with the completion of Supply, Installation, Servicing, Repairs and putting in operations fully functional system as per requirements of IMO/ DGS. However, the supply shall be complete only upon certification to this effect issued.
- 3.2. Upon completion of Supply / work and after successful completion of other prerequisites like acceptance testing, Training etc., as prescribed in this document, IMU shall receive a written undertaking from the supplier that the supply / works have been completed and accordingly a certificate of completion would be issued in respect of the supply/works. The warranty period for the supplied system would commence from the date of system being completely operational and functional as per the standards of IMO/ DGS.

4. Replacement of Defective Equipment: If any of the equipment supplied by the supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the IMU will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the supplier with 18% interest per annum if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IMU may consider 'Banning' the supplier and any other remedies, as deemed fit by IMU-MPC.

10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete

execution of the project contract. An undertaking to this effect is to be uploaded with bid.

12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. 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.
14. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
15. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
16. **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.
17. 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.
18. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Indian Maritime University, Mumbai Port Campus payable at Mumbai
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
19. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
20. File Attachment [Click here to view the file.](#)

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.

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

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

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