

Bid Corrigendum

GEM/2025/B/6287103-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. 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
SEWRI MUMBAI 400033
Maharashtra
3. **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.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
5. 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.

6. **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
7. 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.
8. Text Clause(s)

Scope of Work for 100 Mbps Internet Lease Line:

1. The lease line from category **“A” ISP (license from Govt. of India)** should only be commissioned.
2. **Type of connectivity:** Dedicated Internet Leased Line **Uncompressed and unshared**. Last mile delivery on wired system **OFC (fiber optic cable) / RF Antenna** . Leased line to provide the bandwidth of 100 Mbps on a dedicated cable from last mile to INDIAN MARITIME UNIVERSITY point to point connectivity.
3. **Capacity:** 100 Mbps
4. **Non shared on exclusive basis:** 1:1
5. **Uptime:** 99.5%
6. **Bandwidth guarantee:** 99%
7. **Packet Loss:** <1%
8. **Download:** Unlimited Download
9. Mumbai port Campus is using 100 Mbps leased line (on RF).
10. Bidder should provide the tool to monitor the bandwidth / network performance.
11. Bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.
12. The connectivity provided to IMU MPC, should be dedicated to the IMU MPC only.
13. Installation of 100 Mbps internet leased line is the sole responsibility of the vendor.
14. Bidder should be responsible for provisioning end-to-end solution.
15. The bidder should have Toll Free number for fault registering within India and should provide support on 365 x 24 x 7 basis.
16. The bidder should have provide all necessary equipment for at his cost connectivity, if any.
17. The vendor has to provide onsite support, when required.
18. Vendor has to mention the Escalation procedure and matrix for customer complaints.
19. The vendor has to ensure minimum 99.5% uptime per month for the connectivity.
20. Any fault in the internet connectivity will need to be resolved/ activated immediately by the vendor.
21. The bidder is required to monitor the latency figures at different times of day and report it whenever asked for.
22. The link will be tested for a period of 2 weeks after installation and before acceptance of the services. If link will be through as per expectation, then acceptance w

ill be given from date of installation.

23. MU –MPC may its own discretion may order Internet speed from 100-200 Mbps and pro rata rates will be applicable.

24. The vender must ensure that this second leased line should work in existing infrastructure with seamless connectivity.

25. **Bidder needs to quote the Price for OFC and RF leased line separately in the same bid.**

26. **Optic Fiber Cable (OFC):**

1. Permission from MBPT to be obtain by the bidder.

2. Optic Fiber Cable (OFC) can be underground & overground.

3. Only ther bidder who quotes for OFC will be considered

4. Layout diagram of lying the OFC from the nearest to the campus must be submit with the bid.

5. The RF Connectivity is to be provided in addition to OFC for backup in case of any disruption in OFC

6. The price must be quoted by the bidders primary OFC connectivity and backup RF Connectivity.

27. **Survey:**

Considering the geographical location of the Institute the interested bidders should survey the area for the feasibility and then after submit the rates for OFC.

28. **"The Vendor must provide one link via OFC acting as a Primary work and another backup work using RF along with Auto Failure Capability"**

29. **Commercial Terms and Conditions:**

- Leased line rental Payment will be made on quarterly basis, only after the completion of each quarter.
- Leased line rental Payment will be paid only if required SLA as stated above is met.
- If SLA is not met in two successive quarters, then the leased line service contract will be terminated by IMU MPC and no further payments will be released.
- Delivery, installation and commissioning should be done within 4 weeks of confirm order.
- Standard LD clause for delay in supply/completion of job @ 2% per week subject to max 10% will be applicable.
- Receipt of material is subject to inspection

9. Buyer Added text based ATC clauses

**** PRE-QUALIFICATION CRITERIA:-**

The eligible bidder has to satisfy the following condition:

1. The firm should have average annual turnover of Rs. 50 Lakhs during the last 03 financial years (i.e.2021-22, 2022-23, 2023-24). [Mode of Proof: Copy of Profit & Loss Account of the company for each of the 3 years authenticated by a C h a r t e r e d Accountant (or) Copy of Income Tax return for each of the 3 years authenticated by a Chartered Accountant].

2. The bidder should possess valid trade license, PAN and GST Registration Certificate. **The Agencies should have a local office in Mumbai/ Navi Mumbai/ Thane.** [Mode of Proof: Copy of trade license, PAN , GST Certificates should be submitted with application].

3. The bidder should submit Income Tax returns for the last three financial years (i.e.2021-22, 2022-2023, 2023-24) [Mode of Proof: Copy of Income Tax return for each of the 3 years].

4. The Bidder should have satisfactorily completed Similar Services 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 three financial years (2022-23 to 2024-25)

a. At least 1 Similar Services with a minimum value of i.e. Rs. 07.08 Lakhs (80% of Bid value) **OR**

b. At least 2 Similar Services with a minimum value of i.e. Rs. 04.43 Lakhs (50 % of Bid value) each. **OR**

c. At least 3 Similar Services with a minimum value of i.e. Rs.03.54 Lakhs (40% of Bid value.) each.

[Mode of Proof: Copies of the Work order or Agreement or Work Completion certificate with including total cost of work]

6. The Bidder should not have been blacklisted or debarred from bidding for any government or central government autonomous organization.

7. The bidder should have category ISP 'A' class license (Department of Telecommunication, Govt. of India)

and valid NLD license from department of telecommunications from last Two years as on 30.11.2024

(Mode of Proof: Submit Copy of valid License)

**** The bid duration is of 03 years, so bidders has to quote total cost accordingly.**

**** For any query, please contact to Shri. Pawan Kumar Sharma on Mobile No. 9833773486 or E-mail on procurement.mumbaiport@imu.ac.in**

**** Estimate Cost of the Tender is Rs. 8,85,568/- (For Three Years)**

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10. 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.
11. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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.

*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](#)