

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                | 23-09-2026 13:00:00                                                                                                                                                                                                                                                                                                                                                                                                        |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                               | 23-09-2026 13:30:00                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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 Defence                                                                                                                                                                                                                                                                                                                                                                                                        |
| विभाग का नाम/Department Name                                                                                                | Department Of Military Affairs                                                                                                                                                                                                                                                                                                                                                                                             |
| संगठन का नाम/Organisation Name                                                                                              | Indian Navy                                                                                                                                                                                                                                                                                                                                                                                                                |
| कार्यालय का नाम/Office Name                                                                                                 | *****                                                                                                                                                                                                                                                                                                                                                                                                                      |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal                                                       | HOD Email id :cprov-mov@navy.gov.in<br>Buyer Email id: cproaber-mov@navy.gov.in                                                                                                                                                                                                                                                                                                                                            |
| कुल मात्रा/Total Quantity                                                                                                   | 14                                                                                                                                                                                                                                                                                                                                                                                                                         |
| वस्तु श्रेणी /Item Category                                                                                                 | N5840-TV00060 INTERNAL COMMUNICATION SYSTEM FOR P28 CLASS OF SHIPS , OBS , B AND D SPARES , TYPE TESTING CHARGES IF ANY , TRAINING NOT REQUIRED                                                                                                                                                                                                                                                                            |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                         | INTERNAL COMMUNICATION SYSTEM                                                                                                                                                                                                                                                                                                                                                                                              |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                        | Counter Communication System, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Complete VHF communication system for airports (AAI), Complete HF communication system for airports (AAI), Internal Dial Caliper Gauge, VCCS: Voice communication and control systems (AAI), under water communication set, Revolving Chair (V5), HoleTest Micrometer(BHEL), Wide Band Communication Receiver (MHA) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>Counter Communication System</li> </ul>                                                                                                                                                                                                                                                                                                                                             |
| बीओक्यू शीर्षक /BOQ Title                                                                                                   | 26V58C910                                                                                                                                                                                                                                                                                                                                                                                                                  |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                | Yes   Complete                                                                                                                                                                                                                                                                                                                                                                                                             |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No                                                                                                                                                                                                                                                                                                                                                                                                                         |

| बिड विवरण/Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                              | Experience Criteria,Bidder Turnover,OEM Authorization Certificate,Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                                                                                                                                      |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                 | 2                                                                                                                                                                                                                                                                                                                                                           |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                       | 6                                                                                                                                                                                                                                                                                                                                                           |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                             | 1                                                                                                                                                                                                                                                                                                                                                           |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                        | Yes                                                                                                                                                                                                                                                                                                                                                         |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                                                                                          | H1-Highest Priced Bid Elimination                                                                                                                                                                                                                                                                                                                           |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                 | Two Packet Bid                                                                                                                                                                                                                                                                                                                                              |
| प्राथमिक उत्पाद श्रेणी/Primary product category                                                                                                                                                                           | N5840-TV00060 INTERNAL COMMUNICATION SYSTEM FOR P28 CLASS OF SHIPS                                                                                                                                                                                                                                                                                          |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                         | 3 Days                                                                                                                                                                                                                                                                                                                                                      |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                      | No                                                                                                                                                                                                                                                                                                                                                          |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                        | Total value wise evaluation                                                                                                                                                                                                                                                                                                                                 |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                          | No                                                                                                                                                                                                                                                                                                                                                          |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                 | No                                                                                                                                                                                                                                                                                                                                                          |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                                                                    |                     |
|--------------------------------------------------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                        | State Bank of India |
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 14                  |

(a) 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 :**

CPRO

The Material Superintendent , Material Organisation, Visakhapatnam, Kancharapalem post, Visakhapatnam - 530008

(The President Of India)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

|                                                                                                                                                                      |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमआईआई खरीद वरीयता / MII Purchase Preference                                                                                                                         | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$ | 20  |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference                            | 50  |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|                                                                                                                                                                                                           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                                                 | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$           | 15  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder

shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

**4. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. 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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **N5840-TV00060 INTERNAL COMMUNICATION SYSTEM FOR P28 CLASS OF SHIPS**

**(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

### **तकनीकी विशिष्टियाँ /Technical Specifications**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address              | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|--------------------------|------------------|------------------------------|
| 1             | *****                                                   | *****VISHAKHAPATNAM CITY | 4                | 365                          |

**OBS**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

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| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address              | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|--------------------------|------------------|------------------------------|
| 1             | *****                                                   | *****VISHAKHAPATNAM CITY | 4                | 365                          |

**B AND D SPARES**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

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| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address              | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|--------------------------|------------------|------------------------------|
| 1             | *****                                                   | *****VISHAKHAPATNAM CITY | 4                | 365                          |

**TYPE TESTING CHARGES IF ANY**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address              | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|--------------------------|------------------|------------------------------|
| 1             | *****                                                   | *****VISHAKHAPATNAM CITY | 1                | 365                          |

**TRAINING NOT REQUIRED**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

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|---------------|---------------------------------------------------------|--------------------------|------------------|------------------------------|
| 1             | *****                                                   | *****VISHAKHAPATNAM CITY | 1                | 365                          |

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

**1. Generic**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 21 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

**2. Generic**

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

CWH  
AT CONSIGNEE PREMISES  
MATERIAL ORGANISATION  
KANCHARAPALEM  
VISAKHAPATANAM, ANDHRA PRADESH -530008

**3. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**4. Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**5. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

7. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

8. **Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

9. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

10. **Generic**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

11. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

12. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

AS PER BOQ RATES TO BE MENTIONED IN BOQ AND PRICE BREAK UP DETAILS ALSO PROVIDED BY THE FIRM

13. **Generic**

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

12 MONTHS

Shelf Life. On the date of supply, minimum

12 MONTHS

usable shelf life should be available / balance.

#### 14. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 15. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 16. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

ITEMS WILL BE INSPECTED BY CQAE AGAINST APPROVED DRAWINGS AND QAP

Post Receipt Inspection at consignee site before acceptance of stores:  
AGAINST I -NOTES, PO COPY, TAX INVOICE, W/G CERTIFICATE AND PHYSICAL DAMAGE

#### 17. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 18. **Warranty**

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

#### 19. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training,

Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 20. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 10 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## 21. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- 1 PROCUREMENT OF INTERNAL COMMUNICATION SYSTEM
- 2 INDENT NO 26V58C910
- 3 PSPP-02 LOTS
- 4 PBG - 05%
- 5 QUOTE VALIDITY - 180
- 6 DELIVERY PERIOD - 06 MONTHS FOR 01ST SHIP SET AND 12 MONTHS FOR 2ND SHIP SET
- 7 QUOTATION WILL BE ACCEPTED FROM VENDORS AS PER SOURCE OF SUPPLY FROM FOLLOWING NHQ APPROVED VENDORS.  
I M/s PHI AUDIOCOM SYSTEMS PVT LTD, PUNE  
II M/s LINIA ENGG PVT LTD, MUMBAI
- 8 INSPECTION AGAINST APPROVED DRAWINGS AND SQAP
- 9 TOTAL ITEMS - 05 ITEMS ( MAIN EQUIPMENT -04 OBS - 04 B AND D -04 TYPE TESTING CHARGES (IF ANY)-01 AND TRAINING CHARGES NOT REQUIRED -01
- 10 LIQUIDATED DAMAGES - AS PER PARA 6.15.2 OF DPM-25
- 11 MSE PREFERENCE- THE PUBLIC PROCUREMENT POLICY FOR MSEs MANDATE A CERTAIN PERCENTAGE OF PROCUREMENT FROM MSEs. THE ITEM IS NOT DIVISIBLE AND IF L1 IS NOT MSE FIRM AND L2(WHO IS AN MSE) MATCH THE L1 (NON MSE) PRICE ON GEM, THE ENTIRE ORDER AWARDED TO L2 (THE MSE BIDDER)

## 22. **Buyer Added Bid Specific ATC**

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

## **अस्वीकरण/Disclaimer**

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted

within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**