

## Bid Corrigendum

GEM/2024/B/5682523-C3

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. Buyer uploaded ATC document [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](#)

**Bidder Queries - Bid Number: GEM/2024/B/5682523:**

SI No	Bid/RA Section	Seller Query/Representation	Reason	Response
1	IP67/ IK10/ UL/ FCC/ NDAA Compliance/ Make in INDIA (Page no.4,6 in ATC)	IP67, IK10, UL, FCC, NDAA Compliance, Make in INDIA	<p>Request you to ensure to incorporate NDAA and UL compliance for all CCTV Cameras and NVR's, and do not put it optional because these compliances will implement the following results:</p> <p>NDAA (National Defense Authorization Act) and UL (Underwriters Laboratories) compliance are often mandatory for cameras and other electronic devices in specific industries and use cases due to legal, safety, and regulatory reasons. Here's why they matter:</p> <p><b>1. NDAA Compliance:</b> Specifically, NDAA Section 889 prohibits federal agencies and contractors from using certain surveillance and telecommunications equipment from companies linked to foreign adversaries, particularly China.</p> <p>Why is NDAA Compliance Mandatory? National Security Concerns: NDAA compliance ensures that devices used in critical infrastructure or by federal agencies are free from security vulnerabilities or potential espionage risks.</p>	NDAA and UL compliances are pre requisite for CCTV and NVR.

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			<p>Regulatory Requirement: Federal agencies, government contractors, and entities receiving federal funding must adhere to these restrictions to comply with the law.</p> <p><b>2. UL Compliance:</b>            UL compliance refers to certification by Underwriters Laboratories, a global safety certification organization. UL ensures that products meet established safety standards for design, materials, and performance.</p> <p>Why is UL Compliance Mandatory?            Safety Assurance: UL-certified cameras are tested for fire hazards, electrical malfunctions, and other safety concerns, ensuring they are safe for use.</p> <p>Regulatory Standards:**            Many jurisdictions require UL certification for products used in commercial or industrial applications to meet building codes and safety regulations.</p> <p>By ensuring NDAA and UL compliance, organizations meet legal, safety, and operational standards, reducing risks and building trust in their security systems.</p>	

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			Hence I request NMCG to incorporate NDAA & UL Certifications and not keep it optional.	
2	Payment Terms; 20% - 100% on delivery of material 10% - on installation & commissioning of devices 10% - Integration on VMS 60% - 5 years O&M	Payment Terms; 30% - 100% on delivery of material 15% - on installation & commissioning of devices 15% - Integration on VMS 40% - 5 years O&M	As there is recurring payment for Internet which we have to pay in advance every month. The product costs and Manpower costs doesn't align if we keep 60% on hold and released in phases over 5 years. For smooth functioning I request NMCG to hold 40% for O&M period.	As per Bid document
3	Product/Service specification		Could you clarify the quantities to be quoted while submitting the tender? The tender document specifies that NMCG proposes to install three cameras per STP (two at the inlet and outlet, and one at a central location). For 50 STPs, should we calculate and quote prices for three cameras per STP, including accessories? Or should we quote the price for a single camera and Single accessories, allowing you to calculate the total accordingly? Please confirm.	Three cameras for each STP, hence Bidder needs to consider 3x50 (STP)= 150 Nos of total cameras.
4	Product/Service specification		The tender specifies a quantity of one NVR. Should we quote the price for a single unit, or can we provide pricing for 50	Reply same as point 3.

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			NVRs? Similarly, should we quote for the specified quantity of switches, hard disk and other items, or can we propose pricing for bulk quantities?	
5	Terms and Conditions		The payment terms are not correct. Request the management to change the payment terms to the following : 1. 20	As per Bid document.