his file has been cleaned of potential threats.	
o view the reconstructed contents, please SCROLL DOWN to next page.	





Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4911926 Dated/दिनांक : 03-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण					
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-05-2024 14:00:00				
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-05-2024 14:30:00				
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)				
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo				
Department Name/विभाग का नाम	Na				
Organisation Name/संगठन का नाम	N/a				
Office Name/कार्यालय का नाम	Centre Of Plasma Physics-institute For Plasma Research, Dae				
ltem Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - DIGITAL FRANKING MACHINE; DM100i Pitney Bowes; Comprehensive Maintenance Contract (CMC); Quarterly; No				
Contract Period/अनुबंध अवधि	1 Year(s)				
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes				
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate *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				
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No				
Type of Bid/बिंड का प्रकार	Single Packet Bid				
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days				
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation				

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No					
ePBG Detail/ईपीबीजी विवरण						
Required/आवश्यकता	No					
Splitting/विभाजन						
Bid splitting not applied/बोली विभाजन लागू नहीं किया ग	ाया.					
MII Compliance/एमआईआई अनुपालन						
MII Compliance/एमआईआई अनुपालन	Yes					
MSE Purchase Preference/एमएसई खरीद वरीयता						
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes					
1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered Service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. OM No.1 4 2021						
OM_No.1_4_2021_PPD_dated_18.05.2023 for comp for Micro and Small Enterprises Order, 2012 and Pu 4. Estimated Bid Value indicated above is being defor determining the Eligibility Criteria related to Tur This has no relevance or bearing on the price to be impact on bid participation. Also this is not going to						

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

based on competitive prices received in Bid / RA process.

Scope of Work: 1714733484.pdf

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract: 1714733492.pdf

Product/Equipment Details:<u>1714733568.pdf</u>

Customized AMC/CMC For Pre-owned Products - DIGITAL FRANKING MACHINE; DM100i Pitney Bowes; Comprehensive Maintenance Contract (CMC); Quarterly; No (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Product category	DIGITAL FRANKING MACHINE			
Product Brand	DM100i Pitney Bowes			
Type of service	Comprehensive Maintenance Contract (CMC)			
Preventive Maintenance Frequency	Quarterly			
Manpower Required	No			
Addon(s)/एडऑन				

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity of product/ equipment	Additional Requirement/अतिरिक्त आवश्यकता
1	Chandra Kanta Sarma	782402,Nazirakhat, Sonapur	1	Number of months within the contract period for which service is required : 12

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

1. Generic

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. 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.

3. Generic

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

4. Generic

- 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.

5. Service & Support

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.

6. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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

Text Clause(s)

SCOPE OF WORK

Scope of Work

- 1. This is a service Maintenance Contract to Continue hassle free operation
- 2. You have to provide 4 services in a year on quarterly basis.
- 3. To attend breakdown calls as and when required within 24 hours
- 4. Consumables like Ink Cartridges, print head and postal security Device (PSD) are not included in CAMC.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC Terms:

- 1. **Payment:** Payment will be arranged quarterly for each accepted Services only within 30 days from t he date of acceptance and submission of Service reports duly signed by Our In charge, bills in our Stor es section, completed in all respects.
- 2. **GST:** Included in Quoted Rates.
- 3. **TDS:** Applicable TDS will be deducted. Bidders have to provide copy of PAN card.
- **4. Penalty:** The successful Vendor/Bidder should pay penalty @ ½% (half percent) of the total contract /order value for the delay of each week with respect to Allowed Time Period subject to a maximum of 5

% (Five percent) of the total Contract/Order value.

- **5. Termination of Contract:** If the performance of the Contractor is not found satisfactory during the validity/extended validity of the Contract, IPR reserves the right to terminate the contract in full by iss uing 90 days' notice to the Contractor without any financial obligation on the part of IPR. In the event of cancellation of the contract for any reason, the payment for the work carried out will be paid on prorata basis.
- **6. Contractor's Responsibility:** Contractor should take all precaution and utmost care to avoid brea kage, damage, loss etc. while carrying out the work at IPR premises. If any damage, loss is occurred to IPR's property while doing the work, contractor will be responsible for making compensation to IPR.
- 7. Third Party Liability: It will be entire responsibility of the contractor to insure his employees again st all risks. It will be the liability of you to meet claims over the lives of any employee including himself who insures/dies due to accident caused while on duty at IPR site or while not on duty but came to me et the employees of contractor/supervisor/any person of you.
- **8. Safety Requirement:** As the work is to be executed in a restricted area, the contractor shall strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behaviour of the staff employed by him and also for any breach of security regulations, thefts, sabotage etc. The Contractor shall withdraw any person so desired by IPR, if in the opinion of the representative of IPR it is not desirable to permit that particular person to work inside the campus.
- **9. Jurisdiction:** The contract shall be governed by the Laws of India for the time being in force. The Co urts of Guwahati, Assam only shall have jurisdiction to deal with and decide any legal or dispute arisin g out of this Contract/Work Order.
- 10. Arbitration: In the event of any dispute or difference arising out or of in connection with any of the te rms and conditions of the Work order/ Contract, the matter shall be referred to the Centre Director, CP P-IPR for settlement. In case the parties to the work order are not in a position to settle the dispute mu tually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitrati on and Reconciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015 as amended ti me to time.
- **11. Force Majeure:** During the period of Force Majeure, Maintenance servicing of equipment may be del ayed and can be taken after conditions normalize if required. IPR is not liable to pay for Force Majeure duration if service is not rendered by successful bidder, Payment for force Majeure duration will be sub jected to terms and conditions decided by IPR authorities.
- **12. Authorization Letter:** Bidder has to submit valid Authorisation Letter from OEM M/s Pitney Bowes P vt. Ltd. at the time of bid submission.

13. Allowed Time Period for Completion of Work:

For Preventive Maintenance - Within range of quarter.

For Breakdown Maintenance - Within 24 hours from the time of Intimation from our In charge.

INSTRUCTIONS TO BIDDERS:

- 1. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/ Work Order and vendor quoting this enquiry shall be deemed to have read and understood the same.
- 2. No correspondence will be entertained within 30 days from the date of acceptance of material/Services a nd bills, whichever is later.
- 3. The Contractor/Supplier/Service Provider shall at all times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.
- 4. The Centre Director, CPP-IPR reserves the right to accept or reject any quotations fully or partly or to can cel the enquiry without assigning any reason.

- 5. 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.

Disclaimer/अस्वीकरण

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.

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 Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्ते</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---