



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5644935 Dated/दिनांक : 26-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-12-2024 15:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	17-12-2024 15:30:00			
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 - Telephone Intercom Network;; Annual Maintenance Contract (AMC); Quarterly; No			
Contract Period/अनुबंध अविध	3 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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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			
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes			
RA Qualification Rule	H1-Highest Priced Bid Elimination			
Type of Bid/बिड का प्रकार	Two Packet Bid			

Bid Details/बिड विवरण				
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Arbitration Clause	No			
Mediation Clause	No			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

- 4. 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.
- 5. 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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:<u>1732518832.pdf</u>

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:1732518873.pdf

Product/Equipment Details: 1732529169.pdf

Customized AMC/CMC For Pre-owned Products - Telephone Intercom Network; --; Annual Maintenance Contract (AMC); Quarterly; No (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Product category	Telephone Intercom Network			
Product Brand				
Type of service	Annual Maintenance Contract (AMC)			
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 : 36

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

- 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.

4. Certificates

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.

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

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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

Text Clause(s)

Name of Work:

Non Comprehensive Annual Maintenance Contract of Telephone/Intercom network, CPP-IPR.

Location of worksite:

The proposed work is in Centre of Plasma Physics - Institute for Plasma Research (CPP-IPR) located at Nazir akhat, Sonapur, Kamrup(M)-782402, Assam.

Scope of Work:

Maintenance services shall consist of preventive and corrective maintenance of the Telephone/Intercom N etwork, except EPABX and will include:

- a. Trouble shooting and rectification of faults in Telephone/Intercom network and handsets in least possible time.
- b. Provision for new extensions as per requirements.
- c. Replacement of defective/worn out cables/handsets as per need/condition basis, so as to maintai n complete system in 100% working condition.
- d. The service includes compulsory quarterly visit at our institute for preventive maintenance and S ervice provider shall have to attend all complaints within 24 working hours after the information gi ven for rectification of any fault of the said Telephone/Intercom network and its associated parts of intercom systems.

Other Terms and Conditions:

- 1. The Service Provider shall deploy skilled personnel, qualified enough to keep the Telephone/Interco m Network in perfect working order. They shall be able to locate the fault if any and set right the same wit hin reasonable time period.
- 2. The Service Provider shall depute its maintenance staff to carry out the service/preventive maintenance periodically as per schedule. In addition to periodical maintenance, the Service Provider shall depute it s maintenance personnel as and when called for breakdown maintenance.
- 3. The maintenance of Telephone/Intercom Network in proper functional conditions shall be done on W orking Day (Monday to Friday; from 9:30AM to 5:00PM) except all National Holidays. The contractor shall n ot be paid extra on account of additional staff required for emergency repairs. It includes all repairs maint enance and replacement of spares etc. as and when required.
- 4. The entire spare parts/materials/goods required for maintenance and service will be provided by CP P-IPR.
- 5. Any fault noted during preventive maintenance beyond the scope of this agreement may be informe d to department immediately for taking necessary remedial action, failing which the contractor shall make good the repairs at his own cost.
- 6. Required tools, tackles and instruments shall arrange by the Service Provider.

BREAK DOWN MAINTENANCE

The Service Provider shall also undertake to provide non-comprehensive breakdown service; wherein quali fied technicians will attend to each reported breakdown as soon as reasonably practicable. They will perfor m immediate remedial work based on the nature and urgency of the breakdown.

If the Service Provider fails to respond to the breakdown within 24 working hours of being notified, or if re medial work is interrupted during normal working hours for reasons other than the need to obtain replace ment parts, the CPP-IPR reserves the right to take any necessary actions to expedite the completion of the remedial work. In such cases, any costs incurred will be at the Service Provider's expense, without relievin g the Service Provider of its responsibilities.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- **1. Payment terms:** Maintenance charges will commence from the effective date of the contract start dat e and shall be payable on quarterly basis after successful completion of the period. Payment will be made within 30 days (after deduction of all statutory taxes as per extant rules) from the date of receipt of bill an d verified service report. GST should be shown separately in the bill. The AMC charges will remain fixed for the contract period.
- **2. Penalty:** The service provider shall attend to all complaints within 36 hours after the information given. In the event of any delay beyond this stipulated time frame, the successful Bidder shall be liable to pay a p enalty at the rate of 0.5% (half percent) of the total contract/order value for each working day of delay after the expiry of the scheduled time for attending to the complaint, subject to a maximum penalty of 10% (ten percent) of the total Contract/Order Value.
- 3. 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.
- 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 Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</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---