

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Posts
संगठन का नाम/Organisation Name	Odisha Postal Circle Department Of Posts
कार्यालय का नाम/Office Name	Circle Nodal Officer
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - ups; mix brand; Comprehensive Maintenance Contract (CMC); quarterly; Yes
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	16 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	400000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	6

(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 :

SUPERINTENDENT

Circle Nodal Officer, Department of Posts, Odisha Postal Circle Department of Posts, Ministry of Communications (Jameswar Garnaik)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
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 on-line 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. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services

over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1770114609.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1770114647.pdf](#)

Please provide list of spares/parts/replacement for AMC services[1770114654.pdf](#)

Geographic Presence In States. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770114669.pdf](#)

Minimum Years (Up To 5 Years) Of Experience in Related Field.Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770114703.pdf](#)

Product/Equipment Details:[1770114741.pdf](#)

The Bidder should have adequate skilled technical human resource to meet the work load.Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770114770.pdf](#)

The Bidder should be able to provide for a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the contract agreement.Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:[1770114775.pdf](#)

Customized AMC/CMC For Pre-owned Products - Ups; Mix Brand; Comprehensive Maintenance Contract (CMC); Quarterly; Yes (57)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	ups
Product Brand	mix brand
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	quarterly
Manpower Required	Yes
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Jameswar Garnaik	759001,O/O THE SPOs, DHENKANAL DIVISION, DHENKANAL	57	<ul style="list-style-type: none"> Number of months within the contract period for which service is required : 24

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

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. 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.

3. Service & Support

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

4. Service & Support

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

PART-B

General Terms and Conditions of Contract and Comprehensive AMC Agreement

1. A Comprehensive Annual Maintenance Contract (CAMC) Agreement to be signed by both the parties DOP (Department of Posts, Odisha Circle) & the Contractor (CAMC Holder Firm/Contractor) on non-judicial stamp paper in the presence of Notary Public with the following Terms and Conditions.

2. Scope of the Contract

- (a) The initial period of contract will be for **TWO (02) Years**. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period except revision in GST rates. The CAMC can be extended for further period of **maximum ONE (01) year** based on the performance of the service provider on the same terms and conditions, price mutually agreed upon by the DOP and the firm/Contractor.
- (b) The CAMC Vendor shall carry out maintenance Services **once in at three months** during currency of the contract in case of no failure of asset. In case of accidental failure of asset, the service will be provided immediately as per terms and conditions of this NIT and GeM. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment (UPSs) within the premises of user department as per laid down SLA and other provisions contained in the agreement document.
- (c) The contractor/firm will provide comprehensive maintenance (CAMC) for online UPSs as may be used from time to time and as mentioned in the Annexure-I, in order to keep them in perfect working condition, and shall include replacement and repairing of **all parts**, whatsoever may be of the said equipment. The Comprehensive Service and Maintenance, however, does not include supply of UPS Battery, which shall be provided by the Department of Posts (DOP). The contractor/firm shall supply and replace the all faulty parts of the equipment with genuine and new spare parts (made by the Equipment Manufacturing UPS Companies). The contractor will keep all essential spare parts in ready stock to meet the requirements of the Department from time to time. Non-availability of spare parts shall not be entertained as a criterion for non-attendance of the service / maintenance.
- (d) Equipment have to be maintained during the entire period of contract in working condition with regular quarterly Preventive Maintenance to carry out scheduled check of UPS battery incoming and outgoing voltage, conventional supply voltage, load current in the display, indicating lamps display, terminal connections of incoming and outgoing cables for its proper tightening cleaning of the cubical UPS and its components, inspections of internal components for sign of damage/overheating and checking of all parameters for proper functioning of UPSs etc., capacitor leakage and to monitor the performance of the equipment.
- (e) The firm shall record the calls attended and get the signature of the user along with User's name, Employee ID & Designation of DoP. The Preventive Maintenance Report should contain Name of Location/Office, Date of Visit, Capacity of UPS, Serial No. of UPS, Working condition of Equipment, Replacement of Batteries, if required, Name and signature of the Service Engineer, Name and Sign

ature of DoP user with Designation Seal date stamp and Remarks, if any. Original of the Preventive Maintenance Reports /call reports shall be attached with the bills for payment. One copy of Preventive Maintenance Reports /call reports will be given to the user on site and one copy will be retained by the Firm/ Contractor and another copy will be submitted to the SPOs Dhenkanal at the time of Quarterly Bill submission . In addition to above any number of unscheduled, on call corrective and remedial maintenance service to set right the malfunction of the equipment will be provided by the Contractor/firm/tenderer.

(f) The Comprehensive Service and Maintenance (CAMC) Contract is on the basis of 'As is where is' basis. Equipment or its accessories shall not be allowed to be taken out of its normal installed location. The work is to be carried out in the office premises itself. However, only such work as cannot be done in the office premises will be allowed to be done outside with written permission of the Competent Authority (concern unit head) and no extra payment will be made on this account. The contractor shall also be required to provide alternate equipment of equivalent or higher configuration / capacity until the original equipment is repaired and reinstalled/made operational on site.

(g) The spare part removed and replaced shall be duly entered into a register and signed both by the representatives of the Department and Contractor/firm. All defective parts replaced (except the UPS Battery) shall be the property of the Firm/ Contractor.

(h) The firm will provide maintenance and repair service on holidays and week ends also in case of emergency without any overtime allowance from DoP. The engineers should be equipped with functional Mobile Phones to ensure their availability and for urgent communications.

(i) DoP may request, at any stage during CAMC, for a change of any/all Engineers if they do not meet the DoP requirements properly or do not perform to the satisfaction of DoP. If the contractor doesn't provide the qualified Engineers within one week after such request, then DoP shall impose a penalty as specified in penalty clause below and the decision of DoP in this regard shall be final and binding on the AMC Contractor.

3. Penalty

3.1. Comprehensive Annual Maintenance Contract Services for UPS etc

(i) Comprehensive AMC includes all spare parts of the equipment except battery of UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Ser

vice Manual and depending on the item under contract.

3.2. Buyer Obligations

- (i) Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
- (ii) Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.

3.3. Service Provider Obligations

- (i) The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipment to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
- (ii) Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
- (iii) Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignee at time of commencement of services .
- (iv) The Service Provider should use suitable instruments / tools to examine and repair the equipment.
- (v) “The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
- (vi) The Service Provider must fulfil the requirement of number of preventive maintenance services (i.e. quarterly at least once) as per this NIT document in case of no failure. In case of failure / failures, Service Provider

will attend and repair the asset immediately as per terms & conditions of NIT and GeM Portal. Otherwise Penalties as mentioned will be deducted from quarterly billing amount.

3.4. Special Terms and Conditions

(i) The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

(ii) The comprehensive maintenance includes preventive maintenance quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

(iii) The user DOP Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price . Sharing the machines serial nos may be considered as baseline.

(iv) All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

(v)Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

(vi)In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

(vii)The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshop and for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

(viii) In case the Service Provider fails meeting maintenance requirements in time, then Buyer may make its own alternative arrangements for the servicing/repair/maintenance of the equipment to avoid loss of productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee. Alternatively buyer is free to deduct from scheduled payment of SPA.

(ix) The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

(x) The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer. Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame.

3.5. Response Time

The response time is subject function of working days during working hours.

- (i) Ordinarily a complaint must be attended within 04 hours (Four) when no change of spare part is involved, however, in case of requirement of change of spare part; the complaint should be resolved within 48 hours (Forty Eight) of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
- (ii) In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred thereon shall be recoverable from the service provider.

3.6. System Uptime

3.6.1. The **breakdown time** will be worked out as under as per SLA proforma mentioned in the GeM Portal: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime = $(X-Y) / (X) * 100$.

**** If any approval for supply/repairing spare parts/battery etc pending at DOP end beyond scope of CAMC, then Penalties will not be deducted for this.**

The selected bidder shall ensure minimum 95% uptime.

3.6.2. Payment Terms:

(a) The payment will be made to AMC Service provider (**Quarterly Bill**) as indicated in bid document after submission of invoice and Uptime details to user /c onsignee/buyer. Penalties as per SLA shall be levied, if applicable.

Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

(b)The Quarterly GST CAMC Bill for offices will be raised to **Division wise i.e. SPOs Dhenkanal Division Dhenkanal-759001** by the contractor/firm and paid on a **quarterly basis** on receipt of the bill, during 1st week of the following month from the contractor/firm subject to its acceptance by the Competent Authority in the DoP on successful/satisfactory discharge of the contractor's obligations mentioned in the agreement.

(c) The prescribed GST will be paid on total of CAMC Cost.

(d) The Bill should accompany the summary of Certificate of attending call during the quarter, calculation sheet of downtime penalty as per the terms and conditions of the agreement and copy of Preventive Maintenance Reports /call reports duly signed by both the service engineer of the firm/contractor and the user of DoP.

(e)No advance payment shall be made available to the contractor.

(f)The quarterly CAMC payment will be paid/sanction by Divisional Heads pertaining to their unit by means of crossed A/C payee cheque.

(g) Downtime Penalty/Breakdown and non attendance of Calls amount if any will be deducted from CAMC bill amount at the time of payment of Quarterly Bills by the Divisional Heads/Units. Also, TDS, GST, Income Tax, Service Tax etc. if any shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

(i) Terms of payment as stated in the Tender Document and GeM SLA shall be final.

3.7. Breach of Contract

(i) A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or as per described resolution time in the bid /SOW.

(ii) If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.

(iii) A penalty will be imposed in case of failure to meet the defined System Uptime.

(iv) The cumulative penalty cannot exceed 10% of the contract value. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

4. **Performance Security**

(a) The successful bidder shall be required to submit performance security of an amount equal to **5% of the value of the contract** within 10 days after issue of award letter. The agreement of CAMC between DoP and contractor/firm shall be executed thereafter within eleven days. Performance Security may be furnished in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee from a scheduled commercial bank or under ACG 67 (UCR) from any Computerised Post office in favor of SPOs Dhenkanal Division, Dhenkanal-759001. The performance security must be valid for at least **Six months** after expiry of the contract to safeguard the DoP's interest in all respects. In case, the successful bidder does not furnish the required performance security or does not accept the contract within the stipulated target dates, such non-compliance would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit (EMD) and further suitable action against the bidder.

(b) The proceeds of the performance security shall be payable to the DoP as compensation for any loss resulting from the contractor / Service provider's failure to complete its obligations under the contract. The performance security shall be released by the DoP after a period of **60 days** beyond completion of the AMC period.

(c) In case of breach of any terms and conditions attached to this contract, performance security deposit of the firm will be liable to be forfeited by DoP besides annulment of the contract.

5. **AMC Exclusion**

(a) The Comprehensive Service and Maintenance does not include external el

electrical works to the equipment for installation and includes all comprehensive maintenance work relating to UPSs.

(b) The Comprehensive Service and Maintenance does not include supply of Battery, which shall be provided by the Department.

(c) The Comprehensive Service and Maintenance does not include damage resulting from accidents, fire, storm, earthquake, explosion, industrial dispute or any other cause or circumstances of whatever nature beyond the firm/contractor's control.

6. **AMC Addendum**

The list of **Online UPSs** is attached at Annexure-I. However, presently more online UPSs in the division of various brands are now under OEM Warranty and the same will be added to the CAMC list after expiry of OEM Warranty. Besides new equipment purchased from time to time, after expiry of warranty/guarantee period, will also have to be serviced / maintained at the same terms and condition price and the CAMC has also to be done at the same term and conditions for the new equipment. **DoP reserves the right to add/remove any items/equipment (+-5%) from CAMC during the contract period.**

7. **AMC Termination**

(a) DoP reserves the right to terminate the contract at any time, if the services are not found satisfactory and/or spare parts supplied by the firm are not genuine and new spare parts (made/supplied by the Equipment Manufacturing Company) or is of substandard quality. The DoP has the right to award the contract to any other agency at the cost, risk and responsibility of the bidder and excess expenditure incurred on account of this will be recovered by the DoP from its Security Deposit or pending bills or by raising a separate claim. Further, DoP reserves its right to terminate the maintenance contract at any time without assigning any reason by issuing a notice of 21 days to the contractor. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor or for maintenance services already performed in terms of the contract, the same would be paid to him as per the contract terms.

(b) In case contractor backing out in midterm without any explicit consent of Do

P, the contractor will be liable for termination of award along with forfeiture of the performance security. DoP also reserves the right to blacklist such a contractor/bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

8. AMC Renewal

The CAMC can be extended for further period of **maximum ONE (01) year** based on the performance of the service provider/firm/contractor on the same terms and conditions, price, mutually agreed upon by DoP (Department of Posts, SPOs Dhenkanal Division, Dhenkanal-759001) and the Contractor/firm.

9. Precautionary Measures

(a) The staff/engineers deployed by the contractor shall perform their duties with due diligence and take all precautions to avoid any loss or damage to the Government property.

(b) If any incident of theft/pilferage by the worker of the contractor is reported causing pecuniary loss to the Government, the entire cost/loss will be recovered from the contractor and it may cause annulment of the contract.

(c) If any action or inaction on the part of workers of the contractor causing damage to movable/immovable property of contractor is reported then full amount equivalent to that of damaged article will be recovered from the contractor in addition to any other action as deemed appropriate by the Competent Authority.

(d) The firm/contractor shall not assign or sublet the work or any part of it to any other party, in any case.

10. Force Majeure:

(a) If at any time during the currency of the agreement, the performance in whole or in part by either of an obligation under this agreement, be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion,

terrorist activities, disturbed law and order situation, storage, fires, floods, explosion, quarantine restrictions, natural calamities, strike, lock-outs or acts of God (hereinafter to as 'Event'), provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect such non- performance or delay in performance and deliveries under the agreement. The agreement shall be resumed as soon as practicable after the event has come to an end.

(b) During the continuance of any such event, each party shall make reasonable efforts to avoid or remove the causes of such non-performance. Decision of the Department shall be final and binding in this regard.

11. **Arbitration:**

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights duties or liabilities of the parties under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the SPOs, Dhenkanal Division, Dhenkanal-759001 or in case his designation is changed or his office is abolished, to the sole arbitration of any person appointed by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the SPOs, Dhenkanal Division, Dhenkanal-759001, by whatever designation such officer may be called (hereinafter referred to as the 'said Officer'). There will be no objection to any such appointment that the person appointed is a Government servant, that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the SPOs, Dhenkanal Division, Dhenkanal-759001 , or the said officer shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Upon every and any reference as aforesaid the assessment of costs incidental to the reference and award respectively shall be in the sole discretion of the so

le arbitrator. The venue of the arbitration proceedings will be the office of the SPOs, Dhenkanal Division, Dhenkanal-759001 or such other place which the sole arbitrator may decide and shall be conducted in English.

The provision of Arbitration and Conciliation Act, 1996 and the rules frame there under and in force shall be applicable to such proceedings.

12. **Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Dhenkanal and all obligations hereunder shall be deemed to be located at Dhenkanal and the Courts Dhenkanal will have jurisdiction to the exclusion of all other courts.

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Supdt. Of Post Offices

Dhenkanal Division, Dhenkanal-759001

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6. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---