



भारतीय आयुर्विज्ञान अनुसंधान परिषद
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार
कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

TENDER DOCUMENT

For

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF UPS

Tender Notice No: AA-VI/CAMC/COMP/2021-22

LAST DATE FOR RECEIPT OF TENDERS: 1st October 2021

1. INTRODUCTION

Indian Council of Medical Research is a premier organization and constitutes various Research activities through Institutes situated across the country and working under Department of Health Research, Ministry of Health and Family Welfare, Govt. of India. The ICMR has its Headquarter at Ansari Nagar, New Delhi-110029. For and on behalf of ICMR, the Director General invites sealed tenders in single bid system for awarding of the contract for Comprehensive Annual Maintenance of the UPS installed at ICMR Hqrs. New Delhi.

2. KEY EVENTS & DATES:

Type	Description
Tender Notice No.	AA-VI/CAMC/COMP /2021-22
Name of Work	Comprehensive Annual Maintenance Contract of UPS
Estimated Contract Value	Rs. 10,00,000/- (Ten lakhs only) annually
Bid Security/EMD	Exempt as per OM of Ministry of Finance, Department of Expenditure vide order no. F.9/4/2020-PPD dated 12.11.2020 but need to submit Bid Security Declaration as per Annexure-A on Non-Judicial Stamp Paper of Rs. 100/-
Date of Issue	10.09.2021
Site Inspection	Within 10 days of date of issue/publish of tender document with permission of ICMR Authorities
Last date for submission of bid	Till 5.30 p.m. of 01.10.2021
Date & Time of opening Bids	At 3.00 p.m. of 04.10.2021 (Tentative)
Address of Meeting for opening of Bids	ICMR Headquarters, Ansari Nagar, New Delhi
Validity of Proposal	The rates in tender document shall be kept open for acceptance for minimum period of 90 days from last date of submission of tender.
Contacting Person	Mr. Vikash (UDC) Contact No. 0-9896757349

3. INTENT OF THE CAMC

ICMR intends to hire the service of a professional company for the award of the Comprehensive Annual Maintenance Contract (CAMC) of various types of UPSs installed at **ICMR Hqrs, ICMR TAI Building and ICMR Guest House** at New Delhi for their regular maintenance and prompt repair.

It is intended to select a company for the award of the Comprehensive Annual Maintenance Contract (CAMC) including cost of all new original genuine spares to be provided by company if required for proper functioning of all UPS indicated at Annexure-I.

The company with whom comprehensive AMC will be executed shall be required to replace all the defective parts of the equipment with genuine original spare parts respective OEM make. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly. Bids received as per the prescribed instruction will be evaluated on the basis of documents, qualification/eligibility criteria as indicated in the tender documents and lowest prices.

The ICMR reserves the right to add or reduce the quantity of UPS at the time of award of contract or start of any quarter.

4. INSTRUCTION TO BIDDERS WITH QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE FURNISHED

The quotations shall be submitted through GeM only on or before 01.10.2021 up to 17:30 hours.

- i) Technical & financial bid should consist of the documents as stated as below without fail along with filled up Annexure-I. It may also be noted that supporting documents alone shall not be accepted as a substitute for the information asked in Annexure(s). Bidders are required to quote all the information along with the supporting document as requested in the tender document, in the absence of which the bid is liable to be rejected. Conditional tenders shall not be accepted.
- ii) Turnover of business in last 3 financial years (2017- 18, 2018-19, 2019-20) shall be more than 20 Lac with documentary proof of income tax return and annual accounts, along with audit report if any.
- iii) The bidder should have been in the business of UPS Maintenance service for at least Five years and documentary proof may be submitted.
- iv) The list of at least 3 reputed Clients/Organization of Central Govt./PSU/Autonomous Bodies with whom the bidder has entered into the CAMC during last 4 years should be furnished with the bid, along with copies of satisfactory performance certificate and contract agreements. (Minimum 3 clients report)
- v) Service Tax/GST Registration certificate, PAN Card, Registration Certificate of Company/firm and MSME Exemption Certification (if any) to be attached.
- vi) Bid Security/EMD is exempt as per OM of Ministry of Finance, Department of Expenditure vide order no. F.9/4/2020-PPD dated 12.11.2020 but **need to submit Bid Security Declaration as per enclosed Annexure-A on Non-Judicial Stamp Paper of Rs. 100/-**.
- vii) 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.
- viii) The bidder, who falls under startups, shall be relaxed from the criteria of prior turnover and prior experience subject to meeting of quality and other technical specification as per OM no. F.20/2/2014-PPD(pt.) dated 20th September, 2016.

This Tender Document shall be returned along with the bid, with each page thereof duly signed by the bidder and affixed with the seal of the company.

You are requested to submit the certificate that qualification criteria and terms & conditions have been read carefully, fully understood and the terms and conditions of the tender documents are acceptable to the bidder and will be ready for entering into the CAMC on the terms and conditions prescribed in the tender document.

Before submitting your quotation you are requested to depute your service engineer for inspection of the above machines within 10 days of issue of tender document and submit your rates for the comprehensive AMSC. The Council shall not pay any fee for the inspection.

5. SCOPE OF COMPREHENSIVE AMC AND ITS IMPLEMENTATION

The service comprises preventive and corrective maintenance covering Battery replacement as well as repair to make all UPS operational also includes carrying out necessary preventive maintenance every quarter. If any other item/part, which is excluded from the offer of CAMC, must be quoted otherwise it will be assumed that all parts are included in AMC.

- 5.1 The successful bidder is required to send technically qualified Engineers on call basis, who should have minimum two years of working experience in repair of UPS and carrying out preventive maintenance services. The Engineers should attend the call within one hour and repair the UPS within 4 hours. If the same is not repairable within 4 hours then the company need to provide standby UPS till original get repaired for which certain minimum number of UPS should be available at ICMR premises.

The engineer(s) shall not carry out any maintenance repair work of any other party in ICMR premises.

- 5.2 The successful bidder also provide the regular preventive maintenance service minimum once in three months. Under this activity, following jobs are to be done:-

- Internal & External cleaning of the UPS (only which are under CAMC) using vacuum cleaner/other appropriate means.
- Up-keeping of UPS to maintain satisfactory performance of the items connected through it.

- 5.3 Engineer will maintain a register for preventive maintenance. Engineer will also shift UPS as and when required at no extra cost. Payment of emoluments etc. to the engineers will be the responsibility of the successful vendor including payment of EPF and ESI.

- 5.4 The CAMC would be comprehensive in nature i.e. including maintenance of equipments & replacement of all new original spares in original packing for proper functioning of all UPS as per Annexure- I installed at New Delhi at different locations. If any part gives repeated problems i.e. 2 or more repairs in a period of two months time, then the contractor/vendor must replace it immediately with an original new one without any additional cost on the part of ICMR. It will also cover damage and burning of any part of the systems. All the components required to be replaced will be of original make(OEM).

- 5.5 The Contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.

- 5.6 The Contractor shall keep sufficient number of spares of UPS including battery with Maintenance Division of ICMR HQ., as standby so as to put these in UPS whenever required and it can be repaired urgently. Any cost incurred towards transportation of the faulty/repared as well as standby UPS shall be borne by the Contractor.

The contractor shall not subcontract the maintenance job to outside agency.

6. Technical Bid & Price Bid Evaluation:

The evaluation of the tenders will be done by the Technical/Financial Evaluation Committee. The Technical & Price bid will be opened and evaluated for its acceptability through GeM. Those firms who do not provide complete information and documents as stated in point no. 4 above shall be

rejected during technical evaluation itself.

The quotation must be valid for 90 days from the date of opening of the bid for awarding the CAMC. The financial offer must be in accordance with the prescribed form attached with this document. **(Annexure-II). Bidder shall be selected taking into account all provisions of public procurement policy for MSEs order 2012 to the extent applicable.**

The Price bid shall be evaluated on the basis of lowest maintenance charges and Spares of UPS. If more than one L1 bids are received then selection shall be done as per Tools available on GeM. The rates should be quoted both in figures and words. The rates quoted shall be neat and firm. No upward changes in the rate will be acceptable during the period of contract. However, in the event of an increase in Govt. taxes/duties, the extra liability incurred by the bidder shall be borne by ICMR. Similarly in the event of abolition/reduction of taxes/duties the savings accruing to the bidder shall be passed on to ICMR. The CAMC will be awarded on lowest basis. Conditional or ambiguous tenders are liable to be rejected summarily.

The evaluation of price bids will be made on the basis of overall rates quoted for CAMC. The rates for spare parts should be quoted separately. In case the rate quoted for spare parts by L1 of CAMC, are found higher than the other bidders, the L-1 of CAMC shall match the lowest quoted rates for spare parts by the other bidders.

7. GENERAL TERMS AND CONDITIONS

Acceptance and date of start of the contract: The successful bidder after receiving the award letter of the contract shall submit acceptance immediately along with the required performance security and also required to sign the service level agreement with ICMR, failing which the matter will be taken up at the appropriate level.

ICMR shall have the right for replacement of any other parts on payment basis which are found defective at the time of inspection by the contractor before submitting quotation or before taking over CAMC of UPS.

The firm has to inspect and service all the items, during CAMC period even in the absence of any complaint from the users (preventive Maintenance).

- i. The contract can be terminated at any time, during the period of contract tenure without any prior intimation.
- ii. In the event of a major breakdown the firm shall have to provide a stand –by machine in place of the faulty machine/equipment on same day or next day in the morning.
- iii. ICMR reserve the right to reject all the quotations without assigning any reason.
- iv. GST as applicable shall be reimbursed to vendor/firm as per govt. norms.
- v. Income tax TDS & GST TDS shall be deducted as applicable
- vi. The contractor will pay minimum wages as per Govt. norms to the Engineer appointed for CAMC work of ICMR.
- vii. In case of any mishandling with appointed Engineer for CAMC work, the contractor shall indemnify for all legal and financial implications.

- 8. PERFORMANCE SECURITY:** The successful bidder will have to submit a performance security equivalent of 3% of the contract value in the form of performance Bank Guarantee valid for 60 days beyond the end of CAMC period along with the acceptance of the CAMC. In case the performance security is not submitted by the successful bidder it will be presumed that the successful bidder is not

fulfilling obligation of the contract. In case the performance of the successful bidder is found unsatisfactory during the period of contract or if there is any breach of terms and conditions of the contract due to fault the performance security will be forfeited and the contract for remaining period shall be deemed to be cancelled. The performance security will be refunded to the contractor after satisfactory completion of the CAMC period, on receipt of his/her claim along with pre-receipt, duly signed by the authorized signatory of the agency. Performance securities remaining unclaimed for three years will be cancelled, automatically and no further claim will be entertained.

- 9. Service Level Agreement:** The successful bidder shall have to sign service level agreement with ICMR on Non-judicial stamp paper incorporating the terms & conditions. The stamp duty for the said contract will be paid by the contractor.
- 10. Fall Clause:** In case it is found during the period of CAMC with ICMR that the successful bidder has concluded a CAMC for similar items under the contract on conditions similar to the ICMR contract at a price lower than the price offered to ICMR price, the contract price will be automatically reduced from that date for the remaining period of contract or contract shall be cancelled.

11. TERMS OF PAYMENT

No Advance payment will be made to contractor. The performance of the contractor will be monitored by Maintenance Section on quarterly basis. Sum of all recoveries levied during the month shall however, be limited to the amount of monthly bill. Payment shall be made quarterly basis. Additional deductions, towards penalty shall be made from the amount of performance security/next invoice or from the pending bill.

ICMR shall have the right of addition/deletion of UPS machine either before the start of CAMC or at the starting of each quarter during the CAMC under intimation to the contractor and the payment will be made accordingly on pro-rata basis.

PENALTY: The break down maintenance call shall have to be attended within two hours and UPS will have to be made functional within twenty four hours of the complaint, failing which the firm has to arrange for the alternative UPS with identical KVA till the original is repaired. In case the standby UPS is not provided or the original UPS is not set right to put the same under satisfactory operation within 48 hours, a penalty may be charged @ 0.25% of the contract value per day subject to a maximum of 10% of the CAMC charges of that UPS for delayed period.

12. CHANGE OF LOCATION:

In case any UPS is required to be shifted from one place to another then all action for shifting from old location to new location shall be done by the Contractor without any extra charges under intimation to and permission of ICMR.

- 13. PERIOD OF AWARD OF CONTRACT:** The CAMC shall be awarded for a period of one year extendable on satisfactory report for further 2 years with the successful qualified lowest bidder.

If at any stage, the service of the firm is found not satisfactory, the ICMR reserves the right to terminate the contract along with forfeiture of the performance security.

14. HANDING OVER AFTER CAMC

The Contractor shall provide services for 10 working days from the date of the expiry of the contract without any extra cost, so that all the equipment under maintenance shall be handed over to the next

Contractor in a smooth manner.

Any UPS not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Contractor within the next 10 working days, failing which the equipment shall be got rectified from alternative sources and the cost thereof shall be deducted from the last quarter of CAMC payment.

15. ARBITRATION:

If at any time any dispute, doubt, difference or question arises with regard to the interpretation or meaning of any terms and conditions, prices etc. of this contract or in respect of the rights, duties and liabilities of the parties, hereto or in any way touching or arising out of these presents or otherwise in relation to the present contract, then every such dispute, difference doubt or question (except the decision whereof is herein expressly provided for) shall be referred to the arbitration of the sole arbitrator to be appointed by the Director-General, ICMR under the Indian Arbitration and Conciliation Act 1996 or any statutory modification re-enactments thereof and rules made there under for the time being in force shall apply to such arbitration. The venue of arbitration shall be the place from where the contract is finalized.

The ICMR reserves the right to accept or reject any or all tenders or part thereof without assigning any reasons.

Technical Bid

1. Name of Company

2. Address (with Tele No. fax No. & e-mail)

3. Contact person Name and mobile number

(a) The number of years of experience in the trade _____

(b) The number of years of experience in Maintenance business _____

(c) Total value per year of maintenance _____ Business in respect of the last five years.

5. (a) Registration Number _____

(b) PAN Number _____

(c) Service Tax/GST Number _____

6. Details of Technical Manpower (Category-wise) –Degree Holders/Diploma Holders/Others

S. no.	Total Strength	Qualification	Length of Average Experience

7. Address of Workshop / Service Center with area of premises.

8. Whether owned/rented.

9. Name of Banker

10. Confirm the following :-

I)	Whether the firm is in existence for over five years in the maintenance business. If yes, necessary supportive document to be attached.	Yes/No
II)	Have you attached the copies of three CAMC in the last four financial years of Rs.5 lakh or more.	Yes/No
III)	Whether PAN number / GST Certificate copy is attached? AND have you attached copies of Business registration certificate.	Yes/No
IV)	Have you attached the complete details of the company address and contact person's details.	Yes/No
V)	Have you attached all the documents as required in the tender document.	Yes/No

**Signature with name and
Designation of the Bidder**

Date:

Place:

FINANCIAL BID

Price may be quoted in the following table:

UPS Price List (Per Annum Price to be quoted)

S.NO	Items/Equipments	Qty	Unit Price	Total Price (in Rs.)
1.	BPE 1 KVA Line interactive UPS (with Two Batteries)	142		
2.	Microtek 1 KVA UPS With Two Batteries)	106		
3.	Luminous UPS 800 VA+ 1000 VA (With Two Batteries)	104		
4.	APC 1 KVA UPS With Two Batteries	15		
5.	Paradyne UPS (Two Batteries)	38		
6	Uniline 5 KVA UPS WITH 1 Batteries	1		
7	Uniline7.5 KVA UPS With 1 Batteries	1		
8	Uniline 10 KVA UPS with 1 Batteries	1		
9	Eaton 40 KVA UPS with 2 Batteries	2		
	Total	410		
	Total Amount in words:			

D. Spare Part Price Quote

S.No.	Items/Equipments spares	Qty	Unit Price (excl. of Tax) (in Rs.)	Price in words

*Please attach separate list of spares and self attest it. Also specify tax rate separately for AMC and Spares.

Declaration

I/We hereby certify that the information furnished above are true and correct to the best of my/our knowledge and belief. I/We understand that in case found any deviation in the above statement at any state then the bidding firm/company will be black-listed and will not have any deal in future.

Authorized Signature with Seal of Company.

Date:

Place:

Bid Security Declaration Form

Date _____

Tender No _____

To (Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 3 years from the date of notification, if I am/we are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates my/our Bid during the period of bid validity specified in the form of Bid from the tender, or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, (i) fail or refuse to execute the contract, or (ii) fail or refuse to furnish the Performance security, in accordance with the instructions to bidders.

I/We understand the Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (I) the receipt of your notification of the name of the successful Bidder or (II) after the expiration of the validity of my/own Bid.

Signed: _____ (Insert Signature of person whose name and capacity are shown)

In the capacity of _____ (Insert legal capacity of person signing the bid securing declaration)

Name: _____ (Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (Insert complete name of bidder)

Dated on _____ day of _____ (Insert date of signing)]

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(To be submitted on notarized non judicial stamp paper of Rs. 100/-)