



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5291641  
Dated/दिनांक : 14-08-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-09-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-09-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Icmr National Institute For Research In Reproductive Health, Mumbai
Item Category/मद केटेगरी	ANNUAL MAINTENANCE SERVICE FOR Centralised air conditioning system
Contract Period/अनुबंध अवधि	2 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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	Experience Criteria,Bidder Turnover,Certificate (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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. 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.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Year of Procurement of major Centralised Air Conditioning system and its components ( for VINTAGE ):** Installation was done in 2006

**Specific Scope covering requirements/ guidelines of maintenance schedule for effective Maintenance of the each centralised air conditioning system:**[1723633722.pdf](#)

**Complete system details such as make, model, rating etc regarding the each Centralised Air Conditioning System:**[1723633822.pdf](#)

**ANNUAL MAINTENANCE SERVICE FOR Centralised Air Conditioning System ( 2 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Centralised air conditioning system	All air system type centralised air conditioning system for cooling/heating purpose , All water system type centralised air conditioning system for cooling/heating purpose , Air-water system type centralised air conditioning system for cooling/heating purpose
Total Cooling Capacity	51 to 100 Ton
Total heating Capacity	N/A
Vintage	upto 3 years , 3 to 5 years , 5 to 7 years , 7 to 9 years , 10 years and above
Number of On-site dedicated manpower (service engineer / system administrator) provided	1

Specification	Values
Duty hours for dedicated manpower provided	NA ( for no dedicated manpower provided) , 8 hrs/day , 10 hrs/day , 12 hrs/day , 24 hrs/day
Working days in a week	5 days , 5 and half days / 6 days a week with alternate Saturday off , 6 days , 7 days
Frequency of Preventive maintenance visit	Fortnightly , Montly , Bi-Monthly , QUARTERLY
Condition of system ( at the time of Bidding)	Under Warranty and functional , Under AMC and function , Functional
Type of AMC	Comprehensive
Billing / payment Frequency	MONTHLY , QUARTERLY
<b>Addon(s)/एडऑन</b>	

#### 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	Additional Requirement/अतिरिक्त आवश्यकता
1	Gurunath Manohar Darpe	400012,NATIONAL INSTITUTE FOR RESEARCH IN REPRODUCTIVE HEALTH JEHANGIR MERWANJI STREET, PAREL MUMBAI 400012 MAHARASHTRA	2	N/A

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

- Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 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

#### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Inspection certificate from the ICMR- National Institute for Research in Reproductive and Child Health of

office Mumbai for site visit (Mandatory). Failing of which Bid should be summarily rejected.

2. Undertaking (INR 100 non judicial stamp paper and to be duly notarized) :

- a. Bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.
- b. a bidder has no business or family relationship with any employee of ICMR,
- c. Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years.
- d. Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers? Bidder to upload undertaking to this effect with bid. Submit to ICMR- National Institute for Research in Reproductive and Child Health office Mumbai on or before closing date of bid.

3. Complete Bid document duly signed and stamped on each page by the bidder in token of having understood and agreed to the terms and conditions mentioned.

**SPECIAL ADDITIONAL TERMS AND CONDITIONS:**

- a. While applying for the Bidder document, the intending Bidder shall furnish proof of, experience certificates, works completed/awarded, valid GSTIN as applicable and registration with Central/state Govt. department and PSUs.
- b. Intending bidders shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his Bidder as to the nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this Bidder. The Certificate from site will be issued and bidder has to attach that certificate as eligibility document for opening of financial bid. Failing of which the bidder is considered as not interested and not considered for opening of financial bid.
- c. Rates for all items must cover the cost of all appropriate materials, all taxes including Service Tax/GSTIN, labour, machinery, scaffolding, tools and plants and all appliances including safety harnesses whatsoever necessary for the complete execution of the work.
- d. The contractor will not be entitled for any compensation due to enactment of any law, regulation etc. on account whether the same is / are enforced by State / Central Govt. during the tenure of the contract, other than the Service Tax payable by the Service Receiver, as per the relevant Acts & Rules. Any other tax like Sales Tax on Works Contract, or levy, octroi, excise duty etc. on materials or any elements in respect of this contract, shall be payable by the contractor and ICMR- National Institute for Research in Reproductive and Child Health will not entertain any claims whatsoever in this respect.
- e. It is mandatory that storage of all the hazardous chemicals /powders should be as per the directives of the competent Government Authorities & should not be easily accessible to the persons other than the authorized expert personnel of the contractor.
- f. The workers carrying out the work will have to be provided with and shall wear proper safety masks, hand gloves, shoes, and uniforms to identify & carry bags for materials. The tools to be used shall be of standard quality.
- g. The premises shall always be kept clean & the company staff shall not be disturbed by the contractor's labourers while working at site.
- h. Price adjustment clause is not applicable to this contract. Mobilisation advance shall not be paid by ICMR- National Institute for Research in Reproductive and Child Health on any account.
- i. Patent Office reserves to itself the right to accept or reject any Bidder either in part or in whole without assigning any reason for doing so & does not bind itself to accept the lowest or any Bidder.
- j. The contractor shall adhere to the rules, regulations & instructions of Security Dept. of Patent Office security at the office premises. The contractor should also ensure that the workers do not loiter anywhere in the building other than the work site. Any action taken by Security Departments against the defaulters shall be contractor's responsibility.
- k. If it is noticed that the unit rates quoted by the Bidder for any items are unusually high or unusually low, it will be sufficient cause for rejection of the Bidder unless the Office is convinced about the reasonable

ess of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the Bidder on demand.

l. Bidder are advised to submit the Bidder strictly based on the terms and conditions and specification contained in the Bidder Documents and not to stipulate any deviations. Conditional Bidders are liable to be rejected.

m. Bidder submitted by Bidder shall remain valid for acceptance for a minimum period of 180 days from the date of opening of the Bidders.

n. The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account whatsoever. It is provided that the contractor shall not increase any of the rates, quoted in the Bidder till the completion of work.

o. The awarded repair work should be completed within the period indicates in the job order, if it is not completed within the time as specify in the order then penalty will be charged @1% of total cost of repair work.

p. In case any incident occurs with the deployed labour of the contractor/agency while working, will the responsibility of the contractor/agency. This office will not liable for any claiming.

q. During site inspection bidder found that other material required to make functional which was not included in the scope of work, should be included in the quoted price. After award of contract vendor responsible for to completed the work.

#### **Breach of Terms & Conditions:**

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order or contract as a whole without assigning any reason thereof, and nothing will be payable by the ICMR- National Institute for Research in Reproductive and Child Health in that event and the security deposit will be forfeited.

#### **Subletting of Work:**

The contract will be non transferable and hence the firm shall not be entitled to assign or sublet the work or any part of it to any other person or party failing which the contract will be cancelled immediately.

#### **Jurisdiction**

The disputes, if any, arising between the successful applicant and ICMR- National Institute for Research in Reproductive and Child Health shall be resolved amicably, failing which shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the ICMR as per the Arbitration and Conciliation Act,1996. Alternatively, this shall be subject to the exclusive jurisdiction of courts at Mumbai. Disclaimer: ICMR or any person authorized by the competent authority shall not be responsible for any omission or errors on the part of Bidder.

## **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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें 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 कार्यवाही का आधार होगा।

**---Thank You/धन्यवाद---**