

TENDER NOTICE

Adv. No. - CBMR/ PUR/ 913/ 2022

Dated: 15.03.2024

Offers are invited from the reputed firms on GeM Portal **against GeM Bid No.- GEM/2024/B/4784182 published on dated 15.03.2024** for "CMC of Online UPS" as per GeM Bid Specifications and terms & conditions as stipulated in the bid documents. Last date for submission of bid is 05.04.2024 till 12.00 noon. For detailed information, you may please visit on GeM Portal.

DIRECTOR



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4784182
Dated/दिनांक : 15-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-04-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-04-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Uttar Pradesh
Department Name/विभाग का नाम	Medical Education Department Uttar Pradesh
Organisation Name/संगठन का नाम	Centre Of Biomedical Research Lucknow
Office Name/कार्यालय का नाम	Lucknow
Total Quantity/कुल मात्रा	1
Item Category/मद केटगरी	CMC of Online UPS (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

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.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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1. 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.

CMC Of Online UPS (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mor Mukut Goyal	226014, Centre of Biomedical Research (CBMR), Sanjay Gandhi PGIMS Campus, Raebarelli Road, Lucknow - 226014 (UP)	1	30

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

1. Buyer Added Bid Specific ATC

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

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शामिल है

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 कवरवाई का आधार होगा।

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Specifications for Online UPS

Sl.No.	UPS Make	Rating (KVA)	Sl. No.of UPS	Model No. Of UPS	Battery Bank(Volt DC)	Location in CBMR Premises
1	Perpetual	7.5	3716	220808	180	400MHz NMR LAB
2	UNILINE	05	ULP-9A-010	IGBT	180	Wet lab
3	Neo Power	7.5	Missing	α sine	120	LCMS lab
4	Neo Power	10	Missing	β Sine	360	LCMS lab
5	Consul	7.5	Missing	MPS-7.5	180	PANEL ROOM
6	Consul	05	R-2013400573	MPS-05	144	PANEL ROOM
7	EATON	06	GG423A2417	91456KIN	240	GCMS LAB - 01
8	EATON	06	GE251A0015	PW913016000T-XL	240	SERVER ROOM
9	EATON	06	GE251A0016	PW913016000T-XL	240	Student Hall II floor
10	IPC	10	IPC1409025	IGBT	180	GLOVE BOX - 01
11	UNILINE	10	UL-D6F21-E-632	IGBT	180	800 MHZ NMR LAB
12	HITACHI	10	VCMH12200821001	HS11-10CM	240	GCMS LAB - 02
13	BPE	10	PB1110L16	P42B20J03297	192	GLOVE BOX - 02
14	BPE	03	M12L19H00464	MF1103B8	96	EQUIPMENT LAB - 01
15	BPE	03	M12L19L00090	MF1103B8	96	EQUIPMENT LAB - 02

Anand
19/12-22

1)- INSTRUCTIONS TO BIDDERS WITH QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE FURNISHED FOR THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF THE ONLINE UPS IN CBMR LUCKNOW.

1.1) The bidder should have been in business of UPS maintenance SERVICES of different makes and models for last five (5) years and documentary proof may be submitted. Bidders should have a registered/branch office in Lucknow.

1.2) Bidders should have their own well established UPS repairing centre, warehouse. The physical visit of the Service centre may be carried out by CBMR team if required.

1.3) The reference of at least 2 reputed clients/organization of state govt./central govt./PSU/autonomous bodies, other than CBMR, with whom the bidder has entered into the CAMC during the last 5 years should be furnished with the bid along with copies of satisfactory performance certificate and contract agreements.

1.4) The minimum average annual financial turnover of the bidder during the last three (3) years ending on 31st March of the previous financial year should be more than 20 lakh with documentary proof of ITR and annual accounts along with audit report if any.

1.5) Service tax/GST registration certificate.PAN card and MSME exemption certificate if any to be attached.

1.6) The bidder should not be blacklisted, bankrupt, under liquidation, court receivership or similar proceedings. Bidder to upload undertaking to this effect with bid.

2)- SCOPE OF COMPREHENSIVE AMC AND ITS IMPLEMENTATION

The service comprises preventive and corrective maintenance; repair to make all UPS operational also includes carrying 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 CAMC.

2.1 The successful bidder is required to send technically qualified Engineers on call basis, which 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 four hours and repair the UPS within 24 hours. If the same is not repairable within 24 hours then the company need to provide standby UPS.

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

2.2 The successful bidder also provides 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.

2.3 Engineer will maintain a register for preventive maintenance. Engineer will also shift UPS as and when required at no extra cost.

2.4 The CAMC would be comprehensive in nature i.e. including maintenance of equipment & replacement of all new original spares in original packing for proper functioning of all UPS as per Annexe I installed at CBMR PREMISES.

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 CBMR.

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).

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

2.6 The Contractor shall keep sufficient number of spares of UPS, 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.

3.0 Penalty:- the breakdown 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 the delayed period.

4.0 General terms and Conditions:-

4.1 Period of contract: The period of contract will be initially for THREE years from date of award and is liable to be terminated at any time by serving notice of ONE month by either party.

4.2 The firm will provide at least 04 (four) preventive maintenance in a year for all the UPS installed in the Centre.

4.3 The personnel/staff responsible for attending to the complaints should be stationed and available within the Lucknow.

4.4 Offer should be made in two-bid system i.e. Technical Bid and Price Bid. The Price Bid of those vendors who qualify under technical bid will be opened only.

4.5 The charges for CAMC of Online UPS as required should be quoted separately in Price Bid only.

4.6 The prices should be on F.O.R. CBMR basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of GST must be clearly indicated wherever chargeable.

4.7 EMD, Income Tax / GST Clearance Certificate and all other information required as per our tender documents, must be furnished with technical bid only.

4.8 The tender terms & conditions be clearly typed or legibly written giving the full name and address of the tenderer. The tenderer should quote in figures as well as in words the rates and amount tendered by him/them. Alteration, if any unless legibly attested by the tenderer, with their full signature, shall invalidate the tender. The tender should be signed by the tenderer himself/themselves.

4.9 The tenderer should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.

4.10 The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions. No Inquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.

4.11 The Centre reserves the right to cancel/reject in full or any part of the tender which generally do not fulfill the conditions stipulated in the tender without assigning any reason.

4.12 Any action on the part of the tenderer to influence anybody of the Centre will make his tender liable to rejection.

4.13 The tenderer shall submit the offer with in original copy of the tender documents duly signed on each page. Item-wise rates indicating units can be offered on letter head of the firm.

4.14 Payments shall be released on **QUARTERLY BASIS** on satisfactory performance.

5.0 **ARBITRATION:-** All disputes and question, if any arise between the Centre and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the operation and maintenance or failure or as to any other matter in any way

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relating to these presents shall be referred to the President of the Centre/Chief Secretary of the U.P. Govt. or his nominee. The decision of the sole arbitrator shall be final and binding upon both parties and subject to adjudication of Lucknow Court. Place for arbitration shall be at Lucknow (U.P.). Venue of such arbitration proceedings shall be the Centre. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.

6.0 PERFORMANCE SECURITY: - The successful bidder will have to submit a performance security equivalent to 5% of the contract value in the form of performance bank guarantee valid for 60 days beyond the end of the 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 any of the terms and conditions of the contract due to fault the performance security will be forfeited and the contract for the the remaining period shall be deemed to be cancelled.

The performance security will be refunded to the contractor after the 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.

The contractor will ensure a proper service as per our requirement from time to time, against the agreement clause as per the terms & conditions agreed under negotiations would be provided at our Centre without fail. Any negligence on this account shall be the sole responsibility of contractor and the liability for compensation will be fixed up by the Centre of Biomedical Research, Lucknow.

Handing over after CAMC:-

The contractor shall provide services upto 10 working days after the date of expiry of the CAMC without any extra cost, so that all the equipment under maintenance may be handed over to the next contractor in a smooth manner.

If any UPS is not made available in working conditions on the last working day of the contract period shall be rectified/repared by the contractor within next 10 working days, failing which the equipment shall be got rectified from alternative sources and cost thereof shall be deducted from the last quarter of CAMC payment.

Compliance Sheet to be uploaded in the bid document as under:

COMPLIANCE SHEET

Sl.	Documents to be uploaded in bid on GeM	Compliance or not	Annexure No.
1.	Compliance of Specification and supporting document		
2.	EMD, if applicable		
3.	Warranty, if applicable		
4.	CMC, if applicable		

Signature of Authorized Signatory

Seal of Firm