

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	22-06-2022 16:00:00
<b>Bid Opening Date/Time</b>	22-06-2022 16:30:00
<b>Bid Offer Validity (From End Date)</b>	80 (Days)
<b>Ministry/State Name</b>	Ministry Of Science And Technology
<b>Department Name</b>	Department Of Science And Technology (dst)
<b>Organisation Name</b>	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
<b>Office Name</b>	Thiruvananthapuram
<b>Item Category</b>	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); Emerson
<b>Contract Period</b>	3 Year(s)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience</b>	Yes
<b>Startup Exemption for Years Of Experience</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Required	No
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## Splitting

Bid splitting not applied.

## MSE Purchase Preference

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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 data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. 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 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. 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.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

## Additional Qualification/Data Required

**Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services:**The bidder should have atleast one branch office in Kerala with one OEM trained engineer(supporting document should be provided along with bid)

## Annual Maintenance Service - Desktops, Laptops And Peripherals - UPS (Online 10 KVA); Emerson ( 2 )

### Technical Specifications

Specification	Values
<b>Core</b>	
Type of Asset	UPS (Online 10 KVA)

Specification	Values
Make/Brand of Assets	Emerson
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive
<b>Addon(s)</b>	

### Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of each Asset for AMC	Additional Requirement
1	Veena L	695012,BMT Wing, SCTIMST, Satelmond Palace Poojappura, Trivandrum	2	N/A

## Buyer Added Bid Specific Terms and Conditions

### 1. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

**Preventive maintenance and servicing under annual maintenance contract for Emerson (VERTIV) make online 2 nos of Liebert ITA2 10KVA UPS SYSTEM WITH PARALLEL CARD (N+1/N+N) and accessories including SNMP card and paralleling DB wall mountable (I/P &O/P) .**

The vendor should provide a Comprehensive AMC for a period of 3 years. The AMC services should cover repair and maintenance of the machine under the contract. The AMC should take care of preventive maintenance and also the unlimited breakdown maintenance of the machine during the contract. The preventive Maintenance should be provided at quarterly interval. The breakdown maintenance should be attended as and when required, throughout the contract period, on intimation regarding the breakdown problem to the service provider. The response time to attend the breakdown problem should not be more than two working days.

The bidder should have at least one branch office in Kerala with one OEM trained engineer (supporting document should be provided along with bid)

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **1. Period**

The period is for 3 years at a stretch. The renewal after the completion of 3 years with 5% escalation will only be done on receipt of satisfactory service report and recommendation for the same from Head of Department concerned and the Head, BMT Wing.

## **2. Taxes and Duties**

Tax if any applicable will be paid as per rules. TDS at appropriate rate shall be made from the service charges, if applicable.

## **3. Payment**

Payment would be released on satisfactory completion of service as per the scheduled visit during the period of AMC, on Quarterly/Yearly/Half Yearly.

The release of payment is subject to the satisfactory report from the user department and Head, BMT wing.

## **4. Preventive Maintenance**

The service provider should ensure the preventive maintenance of equipments. The representative of the service provider should visit the Institute **once in THREE months** in an year for preventive maintenance for checking of general-performance of the equipments and **must attend any number of breakdown calls reported to them without charging any additional fee** Schedule of visit to be fixed jointly by the service provider and the concerned HOD/SIC of the concerned division.

## **5. Place**

The place of maintenance of the equipments will be at BMT Wing SCTIMST. In the event of any major breakdown, and if repairs cannot be done at the Institute, the defects can be rectified at any service centre as the service provider may think proper after approval of the Head, BMT Wing on recommendation of HOD. But charges, if any, would be borne by the service provider. Gate pass for temporary removal of equipments/spares shall be obtained from the Institute.

## **6. Termination of Contract**

The Institute reserves the right to terminate the contract on unsatisfactory performance of the contractor during the period of contract by giving one month notice in writing without any financial commitment. The service provider will not be entitled to claim any compensation against such termination. However, the service provider shall continue to render satisfactory service for the balance period till alternate arrangement is made by the Institute. While terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid as per the contract terms.

## **7. Scope**

The equipments covered under this contract shall be repaired and rectified on site during the office hours of the Institute (9.00 AM to 05.00PM on all working days) as and when the same is reported to be out of order. (Emergency-out of office hours). The cost of genuine/Original spares required for maintenance shall be borne by the **service provider**

The bidder should have at least one branch office in Kerala with one OEM trained engineer (supporting document should be provided along with bid).The service engineer of the Service provider should report to Purchase & Stores Division and collect work permit from the concerned engineer in charge of the equipment before commencement of the work. After completion of the work the service engineer should get the comments regarding the service and signature from the user on the backside of the work permit. The service engineer shall submit the service report and the work permit of the work done during each visit to the concerned Department.

Replacement of any spare part will be done by service provider in consultation with concerned **Scientist / Engineer**. The replacement for the damaged spare shall be provided by the Service Provider.

## **8. Down time and Penalty**

In case the breakdown is not attended to within 3 days of intimation, penalty at the rate of 0.5% of the annual maintenance contract charge per day shall be recovered from the service provider. Service provider shall ensure rectification of defect of equipment within a reasonable period.

In case the equipment is not repaired, then the Institute may choose to get the same repaired by any other agency and the expenditure incurred therein shall be recoverable from the service provider from the subsequent payments or else from the performance security if all the payments have been released.

#### **9. Limitation of liability**

The limitation of liability on any default of Service provider will not be more than the AMC charges specified under this agreement.

#### **10. Dispute Resolution.**

In the event of breach of any condition in this contract, the matter would be resolved jointly by Head BMT Wing/Heads of Departments/Stores & Purchase Division/FA of the Institute and representative of the Service provider.

#### **11. Assignment**

The Service provider will not assign the job or part of the contract to any other firm without the consent of the Institute in writing.

#### **12. Breakdown Notice to Service provider**

The breakdown details would be reported to the Service Engineer/ office of the Service provider by the Scientist/Engineer/Stores & Purchase Officer through the fastest mode of communication (by phone) which shall be confirmed in writing (By Fax/email/Registered letter). The Service provider shall ensure that the breakdown to be attended immediately after the receipt of the breakdown report.

#### **13. Service Report**

Service report for each visit (Routine as well as breakdown services) duly certified by the SIC of the concerned division must be submitted to the Purchase Division. Name of the Department/Division/Section, Equipment Name, Equipment Code/Tag No., Nature of service (PM/BM), date of service (PM/BM) should be clearly mentioned in the Service Report.

#### **14. Fall Clause**

The maintenance charges shall in no event exceed the lowest charges at which Service provider service machines of identical description to any other party during the period of this contract. If at any time, during the said period, service provider reduces the service charges of such machines to any other customers, it shall be forthwith notified to Institute and the charges payable under the contract for the servicing done after the date of coming into force of such reduction of servicing charges shall stand correspondingly reduced.

#### **15. General**

1. All payments will be through cheque/online within 30days of receipt of detailed bill after satisfactory execution of work and approval of competent authority
2.
  - o Penalty clauses are also applicable as per Institute's rules.
3.
  - o Only courts in Thiruvananthapuram shall have the jurisdiction to treat the disputes after the award of contract.
4.
  - o Works should be carried out in coordination with concerned departments of the Institute.
5.
  - o In the event of any damage to our property or personal injury to Institute/Service

- provider personnel due to the negligence of Service provider employees, the responsibility shall solely rest with Service provider.
6. ○ Institute will not be responsible for any loss or life of Service provider Service Personnel while performing the contract at institute premises due to natural calamities / accidents / explosion etc.
  7. ○ No travel expenses shall be borne by the Institute in respect of the travel undertaken by the Service provider towards fulfillment of obligations under this contract.
  8. ○ Institute shall, under no circumstances be deemed or treated as the employer in respect of any person employed by or through Service provider-for any purpose whatsoever nor would Institute be liable for any claim whatsoever of any such person.
- - **16. Contact details**
  - Service provider should submit the address with phone No. fax No., e-mail ID of the local service person **along with the agreement**. In case of change of address, the same should be informed to the institute in writing.
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  - **17. Force Majeure**
  - Neither party shall be default under by reason of its failure or delay in the performance of its objectives, if such failure or delay is caused by acts of God, Government laws and regulations, fire, explosion, accident or any other cause beyond its control and without its fault or negligence.
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### **18. Dispute**

In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunction, the issue will be referred to the Director, SCTIMST through Head BMT wing for decision. The decision of the Director, SCTIMST will be final and binding upon both the parties.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [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 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.

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.

**---Thank You---**