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**DR. RAM MANOHAR LOHIA INSTITUTE OF MEDICAL SCIENCES**

VIBHOOTI KHAND , GOMTI NAGAR, LUCKNOW- 226 010

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Ref. No. RMLIMS/MM(eq)/2021-22/5188

Date:- 21.03.2022

### **Tender Notice**

On-line offers are invited through GeM Bidding/Custom GeM Bidding/BOQ Based GeM bidding from Manufacturer/Direct Importers/Authorized Distributors/Dealer/Accredited Agents for the supply & installation of various items for the various departments.

The Vendors are required to submit their offer on GEM portal only in two bids system i.e. technical & financial bid as per norms of GeM portal.

For detailed information like Name of Equipments, Date of Submission and opening of bid etc., you may please visit the GeM portal [www.gem.gov.in](http://www.gem.gov.in) . The list of equipments will also be available on our website [www.drmlims.ac.in](http://www.drmlims.ac.in) for reference only. The offer will be accepted On-Line only on GeM portal with terms and conditions as mentioned in GeM bidding documents.

**Director**

<b>Sr. No.</b>	<b>Name of Department</b>	<b>Name of Equipment</b>	<b>Qty.</b>	<b>Unit Estimated Cost</b>	<b>Total Estimated Cost</b>	<b>Bid no.</b>	<b>Tender time</b>
1	Gastrosurgery	Laparoscopic Endovision system (4K)	1	65,00,000.00	65,00,000.00	GEM/2022/B/2144239	1 <sup>st</sup> time
2	Pharmacology	ECG and Metabolic Measurement Systems for Small Animals	1	30,00,000.00	30,00,000.00	GEM/2022/B/2144631	1 <sup>st</sup> time
3	Orthopedic	Battery Operated Saw and Drill System	1	20,00,000.00	20,00,000.00	GEM/2022/B/2144934	4 <sup>th</sup> time

**BUYER SPECIFIC TERMS & CONDITIONS**

<b>CHECK LIST FOR BIDDERS</b>					
<b>S. No.</b>	<b>Details</b>	<b>Documents Required</b>	<b>Yes/No</b>	<b>From Page</b>	<b>To Page</b>
1	EMD @1% of estimated bid value	RTGS/NEFT detail (as detailed in clause No.10 of bid document)			
2	EMD exemption as per norms of GeM	Category/ document to be enclosed			
3	OEM (Manufacturer) Authorization	Document			
4	Unconditional 05-years warranty including spare, batteries & other accessories as per specification	Declaration			
5	GST Certificate & GST Return	Certificate			
6	Not blacklisted in last 05 years	Affidavit (Rs. 10 Stamp paper) (as detailed in clause No.20 of bid document)			
7	Declaration by OEM/ Principal Firm/ Bidder that the offered rates are lower than supplied to others	Affidavit (Rs. 10 Stamp paper)			
8	Quoted product Latest State of Art technology	Declaration by bidder/OEM			
9	Availability of spares parts up to 10 years by OEM/Principal Firm	Declaration by OEM			
10	Bidders Turn over last three years	CA certified/ document			
11	OEM Turn over	CA certified/ document			
12	Latest Performance certificate issued by End user for similar product	Latest Certificate issued by user			
13	OEM turn over last three years	CA certified copy/document			
14	Justification of rate quoted	<b><u>The firm may be required to facilitate the copy of supply order of other establishments (preferably Government) as mentioned in the installation list in the tender, to justify the tendered rates.</u></b>			
15	Post warranty 05-years CMC upto 5% (Incl. of GST) without any escalation	Acceptance as detailed in clause No.27 of bid document			
16	Not under Liquidation	Declaration/ document			

17	Delivery	Declaration to deliver equipment within 90 days from the date of award of Contract.			
18	Performance Bank Guarantee (PBG)	@10% of ordered value			
19	Pre-requisite information	like Civil, Electrical etc to be clearly mentioned by Bidder			
20	Uptime declaration	95% Uptime declaration by Bidder			
21	Mandatory visit during Warranty & CMC period	Acceptance by bidder for 04 mandatory preventive visits per Annum + unlimited breakdown calls			
22	Details of Service Centre	Document			
23	Acceptance of Buyer Specific Terms & Conditions	Declaration			
24	Any other documents	Documents			

Sr No.	<b><u>Buyer specific Terms &amp; Conditions</u></b>
1.	<b>Documents in technical bid must be attached in chronological order as per Sr. No. (1 to 24) of Checklist. Submission of checklist is mandatory for bidders failing which tender is liable to be rejected.</b>
2.	Unconditional warranty / Guarantee for 5 years to be declared by OEM (Original Equipment Manufacturer)/bidder from the date of installation. The Warranty / Guarantee must cover all parts of the equipment including rubber items, batteries except consumable only. Datasheet of the product being quoted needs to be attached with technical bid document
3.	An undertaking from the bidder/OEM that the equipment is of the latest of technology and till date no revised or amended version has been launched and the spare parts will remain available for at least next 10 years
4.	Details of after sale service support should be provided which will include the followings: (a) Corresponding address of service centre (b) Telephone No.(Office) (c) Name of Authorized Service Engineers along with mobile number & e-mail address
5.	List of installations for the offered equipment/items only, instead of allied/other range of equipment in India along with latest performance report duly signed and stamped by the user(s) may be provided with the bid documents.
6.	Software up gradation, if needed, will be provided free of cost during warranty & CMC.
7.	CMC rate will be quoted by the bidders including spare parts and plastic items for a period of 5 years i.e. from 6th to 10th years, applicable after expiry of 05 years warranty period.
8.	The firm may be required to facilitate the copy of supply order of other establishments (preferably Government) as mentioned in the installation list in the tender, to justify the tendered rates.
9.	The firm will provide an affidavit to this effect that <b><u>"THIS IS TO CERTIFY THAT THE RATES QUOTED for.....TO DR.RMLIMS, LUCKNOW IS THE LOWEST. WE HAVE NOT QUOTED/ SUPPLIED AT LESSER PRICE TO ANY ORGANISATION WITH THESE SPECIFICATIONS. IN CASE OF NON-SUPPLY IN INDIA, THE AFFIDAVIT TO THIS EFFECT WILL HAVE TO BE SUBMITTED BY THE FIRM.</u></b> <b><u>WE FURTHER AGREE THAT IF ANY PRICE DISCRIPANCY IS FOUND AT A LATER DATE, WE WILL BE LIABLE TO REFUND THE DIFFERENCE".</u></b>
10.	Details for submission of EMD: (A) Earnest Money Deposit (EMD) shall be submitted in the form of RTGS/NEFT as per following details and receipt / proof of the same must be attached with the technical bid: (a) Account Number- <b>17730108888888</b> (b) Name of Account – Director, Dr.Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow (c) Name of Bank and Branch – Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Luknow, U.P.- 226010 (d) IFSC Code- IOBA0001773 For online refund of EMD, B. Following details are be provided by the bidders in technical bid: (a) Bid number (b) Name of equipment (c) Amount of EMD (d) Name of Bank and Branch (e) IFSC Code (f) Name of account (g) Account number in which EMD amount is to be credited (h) UTR Number (i) Copy of Cancelled Cheque i. In non-compliance of terms & conditions of the tender and/or supply order, EMD may be forfeited. ii. The EMD of unsuccessful bidder will be released after the supply is matured. iii. The EMD of successful bidder will be released after execution of supply order satisfactorily. iv. No interest will be paid on EMD amount of successful/ unsuccessful bidders.
11.	<b>The cost of equipment/ unit should be inclusive of all accessories as per detail given the specification and detailed specification of equipment/ unit should also be mention on the quote.</b>
12.	Delivery date at destination taking into cognizance of transit facilities will be 90-days from the time of generation of contract on GeM portal. This contractual delivery date/period should be inclusive of all the lead-time. <b><u>The delivery date, as mentioned in the supply order will be binding and have to abide by</u></b>

	<b>vendors.</b>
13.	The bidder shall specify after sales services facilities within the Guarantee/Warranty and CMC period. The warranty period will be extended twice of the period during which the instruments remain out of order.
14.	The bidder shall also confirm the Installation, Commissioning, Demonstration and Training, if required, to the concerned department under intimation to the Joint Director (MM) of the Institute.
15.	The bidder shall submit the pre-requisite information like Civil works/ Electrical details etc. All necessary requirements along with the offer, in order to make the equipment functional and any subsequent request on post supply order will not be entertained.
16.	The Institute reserves the right to cancel/reject the bid without assigning any reason thereof.
17.	Any action on the part of the bidder to influence anybody of the Institute will lead to rejection of the bid.
18.	Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & omission Expected" basis. However, if the supplier notices any mistake in the contentions of the order, he must bring the same to the notice of the Institute and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.
19.	The Institute may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered in the specifications or drawings. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment of price/delivery, where requires on a reasonable basis by mutual agreement in writing which should be communicated.
20.	The bidder should not have been blacklisted or debarred by any Central/State Government/agency of Central/State Government/Public Sector Undertaking/Regulatory Authority of India at the time of submission of this bid. Bidder must upload undertaking to this effect with their technical bid.
21.	<p><b>PBG:-</b></p> <ul style="list-style-type: none"> <li>• The tenderer shall furnish performance bank guarantee/FDR (as security money) @ 10% of order value in favour of Director Dr.RMLIMS, Lucknow at the time of installation of the equipment/goods and the period of PBG/FDR shall be effective from the date of installation of the equipment upto 03 months after the end date of warranty period.</li> <li>• PBG/FDR will be returned to the firm on submission of another PBG/FDR @ 10% of total CMC Value of 5 years which will be valid after 03 months from the date of expiry of CMC period.</li> </ul>
22.	<p>Earnest Money be paid through RTGS/NEFT only, as per details mentioned on point no.10, above.</p> <p>I. Non-compliance of terms &amp; conditions of the bid and/or supply order may amount forfeiture of EMD.</p> <p>II. The EMD of unsuccessful bidder will be released once the bid is finalized.</p> <p>The EMD of successful bidder will be released after execution of supply order satisfactorily.</p>
23.	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
24.	Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labor and/or variations in taxes, duties and other levies on raw materials and components that may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
25.	For all goods, the price should be on F.O.R. Dr.RMLIMS, Lko Central Stores basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of GST should be clearly indicated along with HSN code wherever chargeable.
26.	<p>All goods or materials shall be supplied by the bidders whose bid is accepted, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated any alterations of those conditions shall not be made without the consent of the Institute in writing which must be obtained before any work against the order is commenced.</p> <p>All material furnished by the seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Institute) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Institute) and shall be free from faculty design (to the extent such design is not furnished to the Institute) workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects with all operating conditions, if any , specified in this order.</p>
27.	The Equipment supplied shall carry an <b>unconditional standard warranty for 5 years (60 months)</b> to be declared by OEM from the date of satisfactory Installation and commissioning of the equipment. If any trouble or defect originating with the design, materials, workmanship or

operating characteristics of any materials arise at any time from the date of Installation, the same shall promptly as possible make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials functional in accordance with the specification and to fulfill the foregoing guarantee/ warranty and the Institute will enter into CMC agreement from six to ten year (6<sup>th</sup> year to 10<sup>th</sup> year) at the time of release of order which shall form the part of the order.

**Additional Clause For Comprehensive Maintenance Charges**

- a. CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. CMC shall not be including the consumables. Further there will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 4 / 6 347 (days) basis, with penalty, to extend CMC period by double the downtime period.
- b. CMC charges to be indicated as percentage of basic cost of equipment quoted for each year after the warranty period.
- c. GST shall be included in the CMC Charges quoted.
- d. Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on present value.
- e. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- f. The following shall be applicable If 5 year CMC selected.
  - i. CMC charges for first year after warranty period – Percentage to be indicated- A 1
  - ii. CMC charges for second year after warranty period – Percentage to be indicated A2
  - iii. CMC charges for third year after warranty period – Percentage to be indicated A3
  - iv. CMC charges for fourth year after warranty period – Fixed amount to be indicated A4
  - v. CMC charges for 5th year after warranty period – Percentage to be indicated A5
- g. The calculation of CMC Charges shall take into account of number of years of warranty and duration of CMC as specified while creating bid.
- h. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se- ranking of the bidders. The following are the variables.
  - (i) Number of years for which CMC required.
  - (ii) Number of years of warranty. The formula for calculating total cost including CMC charges shall be :  $\text{Total cost for evaluation} = C + C * (A1/100) / (1.10^n) + A2/100 / (1.10^{n+1}) + A3/100 / (1.10^{n+2}) + A4/100 / (1.10^{n+3}) + A5/100 / (1.10^{n+4})$  C – Cost for equipment quoted and n shall be number of years of warranty specified In present case warranty is 5 year & therefore n shall be 5.
  - (iii) A1,A2 A3 A4 A5 shall depend on how many years CMC selected If 5 year means only A1,A2 ,A3, A4 & A5 factor to be taken in to account.
- i. CMC charges to be indicated for each subsequent year should be same or higher than preceding year.
- j. The CMC charges should not be more than 5% (Incl. of GST) without any escalation of the quoted cost of product.
- k. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment and not on basis of cost of equipment along with CMC Charges.

	<p>l. In case of splitting of quantity equipment cost and CMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and CMC charges shall be matched year to year.</p> <p>m. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per agreement signed.</p> <p>n. The above terms and conditions shall be part of the bid as well as part of the contract.</p>
28.	The Institute may at his option, remove such defective materials at the seller's expense in which event the seller shall, without any cost to the Dr.RMLIMS, Lko and as promptly as possible, furnish and install proper materials, repaired or replaced materials shall be similarly guaranteed for a period as per OEM not less than 12 (twelve) months. However, the basic spirit of warranty & guaranty of the equipment as bided will remain unchanged.
29.	In the event of materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this supply order, rectification is required at site, the DR.RMLIMS shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice to meet with representative of the DR.RMLIMS for the action required to correct the deficiency.
30.	If the seller fails to attend meeting at site within the time prescribed above, the Dr.RMLIMS shall immediately get the same rectified the work/materials and seller shall reimburse the Institute all costs and expenses incurred by the DR.RMLIMS in removing such trouble or defect.
31.	100% payments shall be released subject to satisfactory report /installation report of materials ( <b>whichever is applicable</b> ). Wherever necessary, performance bank guarantee @ <b>10%</b> of the ordered value shall have to be submitted before processing for release of payment
32.	Time delivery as mentioned in Purchase order shall be the essence of the order and no variation shall be permitted except with prior consent in writing from Buyer.
33.	In the event of delay in making delivery on the part of the vendor, it will be at buyer's discretion to receive delivery with a reduction in price of the article/ or equipment.
34.	<p>Forced majeure shall mean and be limited to the Following:</p> <p>(a) Any war/hostilities.</p> <p>(b) Any riot or civil communication.</p> <p>(c) Any earthquake, flood tempest, lighting or other natural physical disaster</p> <p>Any strike, or lock-out (only those exceeding ten continuous days in duration) affecting the performance of the seller's obligation.</p>
35.	<p>The seller shall advise the DR.RMLIMS by e-mail, for and followed by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such Forced Majeure conditions, in the event of delay lasting over one month, if arising our causes of Force Majeure, the Dr. RMLIMS reserves the right to cancel the order and the provisions governing termination state under articles shall apply. For delays arising out of Forced Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the DR.RMLIMS nor the seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did exist. The seller shall categorically specify the extent of Force Majeure conditions prevalent in his works (such as power restriction etc.) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the DR.RMLIMS has the right to cancel the purchase order as whole or in part without liability for cancellation charges.</p> <p>In the event of rejection of non-confirming goods, the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the DR.RMLIMS may cancel the order.</p>
36.	No Payment shall be made for rejected material nor would the bidder be entitled to claim for such items.
37.	Rejected items would be removed by the supplier from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the suppliers without any further notice.
38.	In the case of not honoring the supply order, Dr. Ram Manohar Lohiya Institute of Medical Sciences, Lucknow, will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost



	and risk may forfeit his security to make purchase at the suppliers cost and risk.
39.	In the case of non-supply of stores within stipulated period, it will be at the discretion of the Dr. Ram Manohar Lohiya Institute of Medical Sciences, Lucknow to accept delivery with late delivery clause @ 0.5% per week or part of the week of delayed supply period not exceeding 10% of the order value for indigenous item
40.	All disputes and questions, if any, arise between the Institute 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 supply or failure or refusal to supply any material or as to any other matter in any way relating to this offer shall be decided by the Director of the Institute and when the decision would not be accepted by the bidder, then the matter shall be referred to the chairman of the Institute as sole Arbitrator. The chairman of the Institute may appoint any suitable Arbitrator whose decision dully approved by the Chairman of the Institute shall be final and binding upon both parties and subject to adjudication of Lucknow Court. Place for arbitration shall be at Lucknow (U.P.), India. Venue of such arbitration proceedings shall be the Institute. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.
41.	<b>The firm will attach GST</b> Registration certificate and current copy of GST Return in technical bid failing which tender is liable to be rejected.
42.	The Manufacturer or their Indian representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warranty clause as per terms and conditions agreed under negotiations would be provided at our Institute without fail. Any negligence on this account shall be the sole responsibility of foreign vendor and the liability for compensation will be fixed by the Institute. An undertaking from the manufacturer that in the event of change of Indian Agent, the new agent will be providing the CMC on similar terms and conditions or the manufacturer himself undertakes the responsibility of proving the satisfactory after sales services under such events. If the equipment is not rectified by the firm and the equipment is under breakdown for certain period, the Institute will impose the penalty clause for that period as deemed fit (twice the period, equipment remained breakdown).
43.	Comprehensive offer would be finalized before placement of order either on comprehensive with spare / consumables /accessories including labour charges) up to expected life span of the equipment by the Institute to the tune of <b>95%</b> uptime of equipment that CMC will be effective after expiry of warranty period.
44.	As per Institute's requirement and bid terms, the equipment needs to remain functional for 05 years warranty as well as 05 years CMC period. Keeping this in view, the CMC (Comprehensive Maintenance Contract) on Institute's format ( <b>as per annexure-1</b> ) will be executed with the successful bidder after completion of 05 years warranty period by CMC Cell with due consent of the respective HOD. The qualified bidder/authorized service provider will submit the draft of agreement on non- judicial stamp paper of Rs.100.00 duly signed and stamped by the authorized signatory at the time of execution of CMC agreement.
45.	Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
46.	Bidder financial standing: 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.
47.	End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
48.	Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods.
49.	Bidder Turn Over Criteria: 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 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 criterion.
50.	OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product

	<p>during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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 these criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.</p> <ul style="list-style-type: none"> <li>If, OEM Turnover is not available, the bidder may give an affidavit regarding turnover of its OEM.</li> </ul>
<b>51.</b>	<p><b>IMPORTED PRODUCTS:</b> In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.</p>
<b>52.</b>	<p>In imported and high cost equipment, ILC (Indian Letter of Credit) may be allowed subject to Institute decision.</p>
<b>53.</b>	<p><b>Availability of Service Centres:</b> Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.</p>
<b>54.</b>	<p>Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.</p>
<b>55.</b>	<p>To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Bidder should upload all certificates and brochure along with the technical bid at the time of participation.</p>
<b>56.</b>	<p>Bidder / OEM has to give an undertaking that after expiry of warranty period, they will provide CMC Service for next 5 years for the offered products at the rate not more than 5% (Incl. of GST) without any escalation of contract price per annum. Buyer reserves the right to enter into an CMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the CMC charges would be made Quarterly after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. (Undertaking of acceptance to be uploaded with bid</p>
<b>57.</b>	<p>Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning &amp; testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.</p>
<b>58.</b>	<p>Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.</p>
<b>59.</b>	<p>Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope all the components related to the equipment (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking).</p>

60.	<p><b>OPTIONAL SITE VISIT:</b></p> <p>1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. If the site visit required for the installation of the equipment/machine by the bidder</p> <p>2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.</p> <p>3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.</p>
61.	Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
62.	<p>Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.</p>
63.	<p>The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria: (i) Single order of at least 35% of estimated bid value; or (ii) Two orders of at least 20% each of estimated bid value; or (iii) Three orders of at least 15% each of estimated bid value. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion</p>
64.	While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
65.	<b>Scope of Supply &amp; Demonstration:-</b> Supply, installation testing & commission as well as demonstration & application training 3-10 days depending on usage & application shall be on account of bidder.
66.	For offered equipment the Training of technical staff and users should be performed by Original Equipment Manufacturer trained Service Engineers-Service Representatives free of cost.
67.	All accessories should be from same Original Equipment Manufacturer.
68.	Offered Equipment should have strong Govt. Installation base.
69.	Offered Equipment should have Regional after Sales Service Centre of the Original Equipment Manufacturr in the north region for 95% uptime guarantee.

## **ESSENTIAL CRITERIA**

1. As a tendering process the demonstration of the offered Equipment is Mandatory at hospital/institute premises at bidder's cost.
2. CMC offered for the quoted equipment should not be more than 5% (Incl. of GST) of the quoted model without any escalation.
3. CMC offered for the quoted equipment must be on OEM's/bidder's letterhead.
4. Installation process should be performed by OEM trained service engineer/ service representative on OEM's letter head/ service report, with a mandatory provision of providing preventive service visits of OEM trained service engineer/ service representative quarterly per year till completion of warranty period (i.e. 20 visits for first five years) and further quarterly visit (04 visits/ year) till the completion of CMC period.
5. The installation process must be completed by the OEM/ Service provider within 30 days of supply.
6. The accessories/ consumables utilized during the period of installation process should be taken care FOC by OEM/ Service provider.
7. The equipment complies with the requirement of the Medical Device Directive of class I equipment and Electromagnetic compatibility; all supporting documents must be provided.
8. **Equipment should have brand name / model number embossed/ etched on the equipment.**
9. In case of technical snag/ failure/ breakdown, the response time for Inspection should be within 24 Hour and repair within 5 days, otherwise provide a service machine until the period of recovery of breakdown of the unit. Failing which will attract penal action as per the decision of institute/hospital.
10. **The page of technical bid should be numbered and checklist should be duly filled as per the annexure and should be in accordance with the format, otherwise it may be the reason for disqualification.**
11. All the technical specifications accepted in the compliance statement must be supported by **Original Literature from the firm/ O.E.M with Highlighting Numbering and Flagging of all technical certificate as per below mentioned format for the compliance statement.**

S. No.	Technical Specification	Compliance Yes / No	Page No. in the proposal submitted where documentary evidence is enclosed as per bid Specs with highlighting, Numbering & flagging
1			
2			

12. Should be quoted with 5-year comprehensive warranty (including all spares, batteries, circuit and other accessories) and five year of Comprehensive maintenance contract (CMC) thereafter.
13. Warranty and CMC should include all spares/accessories including preventive maintenance kits, batteries etc.
14. Role of consumable, if any, should be quoted separately and they will also be fixed for five years. These should not include any spares/accessories.
15. The Manufacturer or its Indian subsidiary /Direct Importers/ Authorized Distributors / Dealers / Accredited Agents with original authorization letter mentioning authorization for sales as well as after sales services will be eligible for participation in bids.
16. In case of any false information / statement / document found in the bid, such bids shall be liable for rejection and respective bidder shall solely be responsible for the same.
17. Latest USFDA and / or European CE Document, etc. to be attached (Applicable as per specification).
18. Product Catalogue:- Brochure / Catalogue of quoted product to be attached compulsorily .
19. At least 2 latest performance certificates should be provided with tender.

(Annexure-1)

**AGREEMENT FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC)**

An agreement is hereby made on the day .....month .....between **Dr. Ram Manohar Lohiya Institute of Medical Sciences, Lucknow**, (hereinafter defined to as first party) and **M/s** \_\_\_\_\_ (hereinafter referred to as second party).

Where as the second party undertakes the maintenance of \_\_\_\_\_ (hereinafter called the equipment) installed in department of \_\_\_\_\_ and supply of genuine spare parts through their principal **M/s** \_\_\_\_\_ (hereinafter called the manufacturer) thereof subject to the following terms and conditions:-

1. **SERVICE CHARGES:-** As per details given in the supply order No: \_\_\_\_\_ dated \_\_\_\_\_, cost of \_\_\_\_\_ was \_\_\_\_\_. Date of Installation of Equipment was \_\_\_\_\_ & Date of Expiry of Warranty was- \_\_\_\_\_. As per details given in LC copy exchange rate at the time of purchase of equipment was \_\_\_\_\_. Therefore FOB value in INR = \_\_\_\_\_ x \_\_\_\_\_ i.e. **Rs-**\_\_\_\_\_. As per clause no: \_\_\_\_\_ of Terms & Conditions laid down in the supply order, after expiry of 60-months warranty, the CMC value would be @\_\_\_\_% of the cost of equipment with spares **i.e. net FOB value in equivalent Indian Rupees at the time of purchase of the equipment, excluding the cost of spare parts & consumables received with the equipment, Indian agency commission, Technical service charges and overhead expenses.** Therefore, total CMC value calculated will be as below:-

FOB cost of Equipment (INR) = Rs-\_\_\_\_\_

CMC value @ \_\_\_\_% of FOB (INR) = \_\_\_\_\_% of INR-\_\_\_\_\_ = Rs-\_\_\_\_\_ + GST

Detail of equipment covered under the CMC is given in supply order. Any similar/ like equipment can on subsequent date be included in this agreement by the First party intimating the second party in writing on the identical Terms & Conditions on pro-rata basis for balance period. Therefore year wise CMC value from 6<sup>th</sup> to 10<sup>th</sup> year is given below :-

Sr. No	Equipment	CMC Year	CMC Amount (INR)	Taxes
01		6 <sup>th</sup>		GST as applicable to be paid extra
02		7 <sup>th</sup>		
03		8 <sup>th</sup>		
04		9 <sup>th</sup>		
05		10 <sup>th</sup>		

2. **ESCALATION CHARGES :** The annual increase in value of Comprehensive Maintenance Contract charges will be \_\_\_\_ % escalation of the original value of contract, as per clause no: \_\_\_\_\_ of Terms & Conditions laid down in Supply Order.

3. **PERIOD:-** The CMC agreement can be renewed upto maximum period of 05 years. The CMC agreement shall be executed w.e.f. (\_\_\_\_\_ to \_\_\_\_\_) **OR Date of Signing of Agreement.** The CMC agreement shall remain in force effective on yearly renewable basis, subject to satisfactory performance report & recommendation of HOD/s (Head of Department) concerned.

4. **TAXES/DUTIES:** - As tax and other charges being statutory in nature which are levied by the state government/ Central government from time to time will be paid extra as applicable.

5. **PLACE:** The place of maintenance of equipments will be installation site/s at DR.RMLIMS, Lucknow. Place of installation has been mentioned in the supply order. In the event of any major breakdown, if repair cannot be carried out at the Institute , the defect will be got rectified at any service centre as the second party may think proper after approval from the Institute but

dismantling, packing, forwarding, transportation and insurance charges etc if any, would be borne by the second party.

6. **PAYMENT:** Payment would be released on \_\_\_\_\_ basis on the recommendation of the Head of the Department. The second party shall submit payment bills separately department wise and equipment wise. The payment shall be released after submission of bills by the second party. The payment of subsequent installment will be made on satisfactory execution of agreement for the period related to the previous installment for which concerned Head(s) of department will certify.

7. **SCOPE:**

(a) The equipment as detailed in the Supply Order is covered under this contract and shall be repaired / rectified on site as & when the same is reported to be out of order. The cost of the genuine / original spares required for maintenance of the main equipment & vendor items shall be borne by the second party inclusive of preventive maintenance parts.

(b) **Preventive maintenance services (PMS).** The second party will provide \_\_\_\_\_ **Preventive Maintenance (PM)** and shall do inspections as determined by second party to be performed as scheduled. Apart from PM, the firm will provide unlimited breakdown calls per year. These inspections may include certain parts which are prone to wear & tear. The service engineer of the second party shall be required to submit a service report of each visit signed by the designated authority by the first party's department and record the same in the logbook.

(c) Replacement of any part/spares/accessories will be done on the basis of the consultation between both parties.

(d) Spare parts requiring replacement are to be procured by second party from the manufacturer and the costs of these components are included in the said CMC value.

(e) The second party's service engineers will make entries in department log book for each service visit / PM call / Break down call / Calibration of the equipment as per OEM guidelines. Since preventive maintenance & Calibration is mandatory in nature, therefore, in case P.M has not been carried out in any quarter /half, then payment for that quarter / half shall not be released. Firm has to ensure to submit copy of the PM reports alongwith upcoming Bill / Invoice of the period for which payment is claimed & same may be sent to Bio-Medical Engineering Department.

8. **UP TIME GUARANTEE:** Second party will ensure 95% uptime guarantee, which would be calculated on data base as below:-

Total no. of days in a year = 365.

Total uptime guarantee (95%) = 347 days.

9. **DOWN TIME:** 9.01.1. Definition of "Out of Service": The equipment shall be considered inoperable and out of service due to equipment of failure and the system is not available for patient care.

9.01.2. If the user retains control and continues to utilize the equipment after notifying the second party of equipment failure, the equipment shall be considered "Partially in Service", which may not extend beyond one day". After one day partial in service period shall be treated as downtime.

9.01.3. If the normal working hours, i.e. between 09.00 and 17.00 hrs. The equipment is in order but not in use, since there are no patients the equipment will be considered as in-service.

9.02.1 **EXCLUSION:**

9.02.1. The time lost due to reasons beyond second party's control would be considered as in-service. Some of these situations could be as follows:-

- a) Break down resulting from power failure.

- B) Break down which could be attributed to voltage / frequency fluctuations.
- c) Break down resulting from failure of air conditioning.
- d) Break down due to Force Majeure Conditions / Situations and Acts of God.
- e) Break down due to operational error and operation of the equipment outside its stated specifications.
- f) Attempts of unauthorized personnel to repair the equipment.
- g) Unauthorized equipment movement.
- h) Suspension of work during upgrading of system software / hardware.
- i) The equipment shut down during the normal course of periodical maintenance / preventive service.

9.02.2 Break down for duration of up to 24-hrs after notifying the second party shall be considered as downtime.

**10. ASSIGNMENT:** This Agreement is not assignable except that if authorized firm may need to use services of any subsidiary, affiliated company, subcontractor, or to any third party under obligations of this Agreement with prior approval of first party.

**11. PENALTY CLAUSE:** In case equipment remains down below the above specified up time guarantee of 95%, then No payment shall be made for the downtime period and same would be deducted from the upcoming Bill/Invoice, also CMC period shall be extended twice of the down time period. The second party's engineer/ Department will make entries in the first party's log book, to calculate the down time.

**12. TERMINATION OF CONTRACT:** Either party shall be entitled to terminate the contract with three full calendar months' notice in writing to the other party. However the second party shall carry on the service on per call basis till alternative arrangements are made by the first party.

**13. ARBITRATION:-**In event of breach of any condition of this contract, the matter would be resolved jointly by HOD/Chairman of the committee of the first party and representative of second party. In case it is not resolved, the matter would be resolved by the Director of the first party & Director's decision would be final and binding on both parties.

**14. BREAK DOWN NOTICE TO COMPANY:-** The breakdown would be identified by the HOD and would be reported to the service engineer /office of the second party by fastest mode of communication which shall be confirmed in writing.

**15. This agreement has been signed in compliance of terms & conditions mentioned in Supply Order No: - \_\_\_\_\_ dated \_\_\_\_\_ to ensure post warranty maintenance of the equipment purchased after expiry of warranty period. Copy of supply order & installation report of the equipment installed will be part of the agreement for reference & records as Annexure.**

Please maintain the equipment specified in this agreement in accordance with subject to the terms & conditions mentioned above.	We agree to maintain the equipment specified in this agreement in accordance with and subject to the terms and conditions mentioned.
Signed on behalf of the Institute	Signed on behalf of the company
<b>Dr. Ram Manohar Lohiya Institute of Medical Sciences, Vibhuti Khand, Gomti Nagar, Lucknow-226010</b>	M/s _____
Name: Designation Place: Date: Authorized Signature Witness-I Witness-II	Name Designation Place Date: Authorized Signature Witness-I Witness-II