



CENTRE OF BIOMEDICAL RESEARCH

(Formerly Centre of Biomedical Magnetic Resonance)

An Autonomous Centre of Govt. of U.P.

Sanjay Gandhi Postgraduate Institute of Medical Sciences Campus, Raebareli Road, Lucknow – 226014, U.P. (INDIA)

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TENDER NOTICE

Sealed offers are invited in two-bid system i.e. Technical Bid (Part-I) & Price Bid (Part-II) from reputed Manufacturer/ Direct Importer/ Authorized Indian Representative for the supply of "**Immersion Cooling Bath with Stirring (-20°C)**", as per tender conditions as stipulated in the tender documents. **Tender documents duly filled in will be received by speed post/ regd. post/courier only in the office of Centre of Biomedical Research (CBMR).** For detailed information, you may please visit our website <http://www.cbmr.res.in>. The tender documents can be downloaded from above website to submit the sealed offers. Bids will be opened in the presence of authorized representative of the bidders on scheduled date and time. Director reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The institute will not be responsible for any postal delay.

Director

Tender No.: CBMR/PUR/544/2017-18

Sl. No.	Tender No.	Name Of Equipment	Estimated Cost (₹)	Qty.	Tender Fee (₹)	EMD (₹)	Last Date of Submission of Tender up to 4.00 p.m.	Date of Opening of Tech. Bid at 3:00 p.m.
1.	CBMR/PUR/544/2017-18	Immersion Cooling Bath with Stirring (-20°C)	1,50,000.00	01	1,180.00	2,500.00	30.11.2018	06.12.2018

SPECIFICATION**Specifications for Immersion Cooling Bath with Stirring (-20°C)****(Quantity: 01 No.)**

1. Working temperature range: From -20 °C or lower to +30 °C
2. Temperature stability: ± 1.0 °C
3. Display resolution: ±1 °C
4. Cooling bath: should be in-built
5. Cooling compressor: should be two-stage
6. In-built stirrer or similar operating system
7. Should have external Pt100 sensor
8. Should be operational on 220 V, AC, 50 Hz
9. Bath should be made of SS with suitable lid and can hold RB flask up to 1000 mL
10. Must provide CE and ISO certification.
11. Should provide documents of successful installation of the equipment in other R&D laboratories / IITs/ NITs/ IISERS/ Universities in India.
12. Warranty: 03 years
13. Comprehensive Maintenance Contract (CMC) beyond warranty: 3 years

Tender Document
Terms and Conditions of Tender

1	Unconditional warranty / Guarantee for 3 years to be declared by OEM (Original Equipment Manufacturer)/tenderer from the date of installation. The Warranty / Guarantee must cover all parts of the equipment except consumables.
2	An undertaking from the tenderer/OEM that the equipment is of the latest 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.
3	The price bid should be in the following format as per annexure-3 : Cost of equipment with warranty & Guarantee for 3 years as declared by OEM/tenderer and CMC for 3 years after warranty period i.e. 4 th year to 6 th years from the date of installation, If, the warranty is offered for less than 3 years , the L1 will be decided by adding the CMC of subsequent years totaling to 3 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 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 performance report duly signed and stamped by the user(s) may be provided with the tender documents.
6	Software upgradation, if needed, will be provided free of cost during the period of warranty and CMC.
7	CMC with spares will not be more than @3% of basic cost or FOB with/without escalation of subsequent year must be undertaken. The escalation will not be more than 10% of previous year. Please take this condition as mandatory where the rates of CMC have not been clarified, in that case the Institute will load 3% CMC without escalation for determination of lowest offer and will be a binding on the firm.
8	The firm may be required to facilitate the copy of supply order of any Govt. Institute 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 “THIS IS TO CERTIFY THAT THE RATES QUOTED for.....TO CBMR, 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. WE FURTHER AGREE THAT IF ANY PRICE DISCRIPANCY IS FOUND AT A LATER DATE, WE WILL BE LIABLE TO REFUND THE DIFFERENCE”.
10	Subletting of the tender to the sub-distributor is not permissible. If the same item is quoted by the principal and one or more distributors of same principal firm in support, the same will be treated as alternate/pooling of tender which will be liable to be rejected and the firms may be debarred from future business.
11	Tenders should be submitted through speed post/ regd. post/courier only to the office of Centre of Biomedical Research (CBMR) , SGPGIMS Campus, Raebareli Road, Lucknow 226014 (UP), India under the sealed cover failing which the tender shall be treated as void.
12	The tender terms and conditions be clearly typed or legibly written giving the full name and address of the tenderers. The tenderers 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 tenderers, with their full signature, shall invalidate the tender. The tender should be signed by the tenderers himself/themselves or his/their authorized agent on his/their behalf. In case, the tender is signed by the agent, the authority letter in his favour shall be enclosed with tender documents. The latest authority letter should be on original letter head of the OEM with original signature. If the firm is from abroad, authority letter should be sent to the office of CBMR directly from OEM in sealed envelop.

<p>13 (i)</p>	<p>Sealed Tenders should be submitted in two-bid system (in two identical copies) consisting tender fee, earnest money, Technical bid & Price bid. In case of equipment tender the Tender Fee, Earnest Money and Technical Bid shall be submitted in first part i.e. Technical Bid and price be submitted in second part i.e. Price Bid, both separately sealed. The Price Bid should be in the following format:-</p> <p>(a) Cost of equipment/item with warranty for 3 years declared by OEM/tenderer. (b) Standard/essential accessories of equipment (c) Post warranty CMC cost including Govt. levies.</p> <p>Total of a+ b+ c will be taken into consideration for price comparison purpose.</p>
<p>(ii)</p>	<p>The price list of consumables, if any, must be submitted in the price bid, which will be frozen for 3 years</p>
<p>(iii)</p>	<p>The price list of optional accessories, if any, must be submitted (This should not include any accessories that is standard part of the equipment.</p>
<p>14</p>	<p>The tenderers 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.</p>
<p>15</p>	<p>Delivery schedule with definite date of delivery at destination taking into cognizance of transit facilities must be indicated. This contractual delivery date/period should be inclusive of all the lead-time.</p>
<p>16</p>	<p>The tenderers should clearly state whether he/they are manufacturer, accredited agents (declared by principal firm only). The name of Principal should be superscribed on top of the bid. The tender submitted by third party and subletting of tender will not be entertained (Please also refer point no.12).</p>
<p>17</p>	<p>The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions of tender. No Enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.</p>
<p>18</p>	<p>The quantity shown in the schedule may increase or decrease depend upon the actual requirement at the time of issuance of supply order.</p>
<p>19</p>	<p>The tenderer 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.</p>
<p>20</p>	<p>The tenderer shall also confirm the Installation, Commissioning, Demonstration and Training, if required, to the concerned department under intimation to the office of CBMR.</p>
<p>21</p>	<p>The tenderer 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.</p>
<p>22</p>	<p>The Institute reserves the right to cancel/reject in full or part of the tender without assigning any reason thereof.</p>
<p>23</p>	<p>Any action on the part of the tenderer to influence anybody of the Institute will lead to rejection of the tender.</p>
<p>24</p>	<p>The tenderers shall submit the offer in original duly signed & stamped on each page. Item-wise rates indicating units can be offered on letter head of the firm as indicates in Sl. no. 3 above.</p>
<p>25</p>	<p>In the case of placement of Purchase Order, the vendor (the tenderers whose tender is accepted) shall have to confirm the purchase order within 7 days from the date of the dispatch of purchase order otherwise it will be deemed that offer is acceptable to the firm. 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.</p>
<p>26</p>	<p>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.</p>

27	The tenderer should furnish Performance Bank Guarantee (PBG) of @15% of the order value or FOB value at the time/ before shipment or supply of goods excluding consumable nature of item and this will be released after the successful completion of warrantee period i.e. 3 years. The PBG submitted will be valid for a period of 3 years from the date of installation with a grace period of 6 months.
28	<p>The Institute reserves the right to cancel the purchase order in full or part thereof and shall be entitled to revise the contract wholly or partly by a written notice to the vendor, if :-</p> <ul style="list-style-type: none"> • The vendor fails to comply with the terms of the purchase order including specifications and other technical requirement. • The vendor becomes bankrupt or goes into liquidation. • The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly. • A receiver is appointed for any of the property owned by the vendor
29	Upon receipt of the said cancellation notice, the vender shall discontinue all works of the purchase order and matters connected therewith.
30 (i) (ii) (III)	<p>Earnest Money be paid in shape of FDR/TDR only to be drawn in favour of "Director, CBMR, Lucknow" as mentioned in the tender. FDR/TDR should be of nationalized /scheduled bank with the validity of at least 180 days.</p> <p>Non-compliance of terms & conditions of the tender and/or supply order will amount to forfeiture of EMD.</p> <p>The EMD of un successful bidder will be released immediately once the tender is finalized.</p> <p>The EMD of successful bidder will be released after execution of supply order satisfactorily.</p>
31	The tenderers shall submit the required Tender Fee (Non-Refundable) for Rs.1,180.00 (Rs. One Thousand one hundred eighty only) in shape of DD in favour of "Director, CBMR, Lucknow", payable at Lucknow (U.P.), India which should be enclosed with Technical Bid. Submission of Tender Fee is Mandatory to all.
32	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, labour 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.
33	For indigenous goods the price should be on F.O.R. Central Store, Centre of Biomedical Research (CBMR) basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of GST should be clearly indicated wherever chargeable. The CBMR is not eligible to issue 'C' or 'D' Form, however the concessional rate of Central Sales Tax admissible to Research Institutions on purchase of Scientific Instruments/Equipment etc. from any States is applicable to this Institute.
34	<p>Prices will be quoted on F.O.R. Central Store, Centre of Biomedical Research (CBMR) basis (Insurance from firm's warehouse to CBMR's warehouse basis) for imported goods. Indian Agency commission / rebate payable to Indian Agent, if any, shall be shown separately and that will be payable in equivalent rupee directly to Indian Agent as per declaration furnished by foreign suppliers. The Institute reserves the right to get their goods air-freighted/Sea freighted & air insured/marine insured upto site. The Indian Agency Commission payable to Indian agent should be declared directly by the manufacture and not by Indian agent.</p> <p><u>CUSTOM CLEARANCE:</u> After arrival of the goods at New Delhi Airport /The Port of Clearance, Indian agent or Indian subsidiary of the principal firm will solely be responsible for getting the material cleared from customs. Institute will provide all custom documents for custom clearance on the demand of firm. Transportation from New Delhi/Port of Landing to CBMR Central Store is also the responsibility of the firm. All charges/ expenses incurred in this process will be reimbursed to firm after submitting the bill along with documentary proof in original. Please note that the freight forwarder or clearing agent should be approved from IATA. <u>NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM DUTY/CUSTOM CLERANCE/ FREIGHT / INSURANCE ETC.</u> The certificate to this effect will be provided that the rates charged are as per IATA. FIATA and does not contain any item other than ordered by the Institute.</p>

35	The rates quoted in the offer for the each item must be valid atleast for a period of one year from the opening of Technical Bid.
36	<p>All goods or materials shall be supplied by the tenderers whose tender 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 faulty 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 fulfil in all respects with all operating conditions, if any , specified in this order.</p> <p>In case of import, the suitable action will be initiated against the principal firm & tenderer, if equipment is not found in accordance with the specification as laid down in the supply order.</p>
37	The Equipment supplied shall carry an unconditional standard warranty for 3 years (36 months) 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 forth to sixth year (4th years to 6th years) at the time of release of order which shall form the part of the order..
38	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 CBMR 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 tendered will remain unchanged.
39	In the event that the materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order, rectification is required at site, the CBMR 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 CBMR for the action required to correct the deficiency.
40	If the seller fails to attend meeting at site within the time prescribed above, the CBMR shall immediately get the same rectified the work/materials and seller shall reimburse the Institute all costs and expenses incurred by the CBMR in removing such trouble or defect.
41	100% payments shall be released within 30 days from the date of satisfactory receipt/installation of materials, in case of indigenous materials . Where necessary Performance Bank Guarantee (PBG) @ 15% of the ordered value or FOB/order value shall be submitted to the CBMR before arranging the delivery till expiry of warranty period. Bank Guarantee be submitted through bank only.
42	The mode of payment will be through irrevocable letter of credit or International Bank draft, in case of Imported materials . However, Indian Agency Commission or Technical Service charges would be paid in Indian rupee after satisfactory receipt & installation of goods at site duly verified by concerned. Please note, in case of IBD, the original bank draft may be handed over to firm only after satisfactory receipt and satisfactory installation of the equipment.
43	Timely delivery as mentioned in Purchase order shall be the essence of the order and no variation shall be permitted except with prior authorization in writing from Purchaser.
44	In the event of delay in making delivery on the part of the vendor, it will be at purchaser's discretion to receive delivery with a reduction in price of the article/ or equipment.

45	<p>Forced majeure shall mean and be limited to the Following:</p> <ul style="list-style-type: none"> (a) Any war/hostilities. (b) Any riot or civil communication. (c) Any earthquake, flood tempest, lighting or other natural physical disaster (d) Any strike, or lock-out (only those exceeding ten continuous days in duration) affecting the performance of the seller's obligation.
46	<p>The seller shall advise the CBMR 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 out causes of Force Majeure, the CBMR 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 CBMR nor the seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually 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 CBMR 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 CBMR may cancel the order.</p>
47	<p>No Payment shall be made for rejected material nor would the tenderer be entitled to claim for such items.</p>
48	<p>Rejected items would be removed by the tenderer 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.</p>
49	<p>In the case of not honoring the supply order, Centre of Biomedical Research (CBMR), 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.</p>
50	<p>In the case of non-supply of stores within stipulated period, it will be at the discretion of the Centre of Biomedical Research (CBMR) to accept delivery with late delivery clause @ 1% per week maximum to the extent of 10% of the ordered value for delayed supply for indigenous item and 0.5% per week subject to maximum of 5% of FOB value in case of imported item.</p>
51	<p>All disputes and question, 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 these presents shall be referred to the sole Arbitration, President of the Institute/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.), 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.</p>
52	<p>GST Registration Certificate duly attested copy by a Gazetted Officer should also be enclosed. Sales Tax, certificate or in absence of this certificate tenderer can attach the copy of current return submitted along with the affidavit from a notary that the firm has never been black listed must be attached along with the tender documents failing which the tender will be rejected.</p>
53	<p>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 provide the CMC on similar terms and conditions or the manufacturer himself undertakes the responsibility of proving the satisfactory after sales services under such events.</p>

	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).
54	The Price Bid of the technically qualified vendor will be opened in the presence of authorized representatives. The vendor may send their authorized representative during the price bid opening.
55	Comprehensive offer would be finalized before placement of order either on comprehensive or semi / non comprehensive basis (with or without spare / consumables / accessories including labour charges) up to expected life span of the equipment by the Institute to the tune of 95% uptime of equipment that CMC will be effective after expiry of warranty period.
56	<p>Criteria of selection of product and comparative evaluation of rates</p> <p>In addition to clause No.03 above the criteria for deciding L1 would be as follow:-</p> <p>(a) The evaluation report of technical committee will be the final decision for selecting the firm. (b) If the product has been quoted in foreign currency, in that case the exchange rate prevailing on the date of last date of submission of tender would be taken into consideration. (c) While comparing the rates quoted CMC charges for 3 years after warranty period will be added in the quoted rates followed by shortfall in the warranty period, if any, as referred on vide point no. 03 and 15% additional cost will be added towards freight, insurance, custom duty, clearing etc.</p>
57	<p>The price ranking will be carried out as under:-</p> <p>(i) The exchange rate of the last date of submission of bid will be applicable for price ranking. (ii) The prices for optional items will be excluded for ranking purpose i.e.L-1, L-2 etc. (iii) After omitting 'optional items' ranking will be determined as under</p> <p>Total price: - Price with all accessories as per technical specification + CMC Price (with spares) for three years after warranty.</p>
	<ul style="list-style-type: none"> • Date of currency conversion i.e. last date for submission of tender bid & this will be the comparison rate for the offer made in foreign currency of Financial Bid. • Components to be taken into the consideration to the Financial bid comparison (in case of import purchases) <ul style="list-style-type: none"> (A) Basic cost of the as detailed in 56 C above and items quoted in INR, if any . (B) Cost of essential / standard accessories (C) Warranty period of 3 years, in case the offered rates is less than the required period then the cost of paid warranty to be loaded with a cost for left out period. (D) Value of CMC (Comprehensive Maintenance Contract) for next 3 years. <p>----- Total (A+B+C+D) -----</p> <p>Name of Part/ consumables / accessories not covered in the warranty period along with their cost be provided with the bid. These rates will be frozen for period of 3 years followed by yearly escalation up to the maximum extent of 10%, if requested (Please refer point no.13).</p> <p>The tenderer is expected to quote the rates on FOB as well as CIF, Central Store, CBMR, Lucknow.</p>
58	The supplier will get the equipment/consignment cleared from the customs. The customs Duty and clearance charges as well as freight charges will be borne by the manufacturer/Indian representative at the time of clearance which will be reimbursed by the Institute on production of documentary evidence, where necessary . Also the insurance will be arranged by the firm effective from port of shipment to Central Store, CBMR, Lucknow and the charges will be reimbursed by the CBMR based on documentary evidence subject to the limit of tendered rates on this part .
59	If, the equipment is of foreign make and quoted in Indian currency (INR), the firm will have to submit the AWB or Packing list of manufacturer/principal firm or Cargo Arrival Notice (CAN) in support of import, pertaining to the CBMR, if the order is awarded to him/them. The date of these documents will be preferably of later date of supply order.

60	As per CBMR requirement and tender terms, the equipment need to remain functional during 03 years warranty as well as 03 years CMC period. Keeping this in view, the CMC (Comprehensive Maintenance Contract) on CBMR format (as per annexure-1) would also be executed simultaneously with the qualified bidder/authorized service provider while issuing the supply order. The qualified bidder/authorized service provider will submit the draft of agreement on non- judicial stamp paper of Rs.100.00 duly notarized, signed and stamped by the authorized signatory at the time of techno-commercial discussion.
61	Check list as per annexure-2 shall be submitted by the firm in technical bid.
<p>DIRECTOR Centre of Biomedical Research (CBMR) SGPGIMS Campus, Lucknow</p>	

Note: Please Note that each tender should be quoted and sealed Separately if more than one tender is submitted, failing which the submitted tender will not be received & considered for opening of the same and liable to be rejected out rightly.

Annexure-1**Draft Agreement of Comprehensive Maintenance Contract (CMC) with Spare Parts****AGREEMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)**

An agreement is hereby made on the daymonthbetween **Centre of Biomedical Research (CBMR), 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) and supply of genuine spare parts through their principal **M/s**..... (Hereinafter called the manufacturer) thereof subject to the following terms and conditions:-

- SERVICE CHARGES:** - As per Clause No:.....of Supply Order No.dated....., the CAMC value for **Nos.** would be at the rate of% of FOB value. The FOB value is excluding the freight, insurance, Indian Agency Commission (IAC), cost of spares and accessories received at the time of supply of the equipment which becomes Rs..... (.....Only). The detail of equipments covered under the CMC are annexed at -Annexure-A
- ESCALATION: As per clause No: of the Supply Order No: dated, there will** be no escalation during the CMC period. Detail of the CMC charges for the three years are given below:

Sl. No.	Name of Equipment	CMC Year	Period		CMC Value in INR
			From	To	
1		4 th year			
2		5 th Year			
3		6 th year			

- PERIOD:-**The CMC will start after satisfactory expiry of the warranty period of 36-Months. In case, warranty is extended then commencement date of the CMC will be advanced as per the penalty clause of the warranty period. The agreement shall remain in force for one year. This agreement can be renewed up to maximum period of three years including the original CMC period, subject to renewal each year after satisfactory performance report & recommendation from concerned In-charge / Unit, In-charge of the first party.
- GST/DUTIES:** -Since it is CAMC, the Service charges so mentioned value is inclusive of GST, recovery whereof from the customers are not prohibited under provision of relevant law and /or surcharge of any kind would be levied in future.
- Place:** The place of maintenance of equipments will be installation site at CBMR, Lucknow. 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.
- PAYMENT:** Payment would be released on Half Yearly basis on the recommendation of the concerned In-charge / Unit, In-charge. The payment of subsequent installment will be made on satisfactory execution of agreement for the period related to the previous installment for which concerned In-charge / Unit, In-charge will certify. In case of family CMC, the second party shall submit payment bills separately department wise and equipment wise. The payment shall be released within 15-days after submission of bills by the second party.

7. SCOPE:

- a. The equipment as detailed in the Supply Order No: dated, are covered under this contract. The same shall have to be repaired & certified on site as and when reported to be out of order. The cost of the genuine / original spares required for maintenance of the equipment shall be borne by the second party. Note: Scope of repair may vary depending on the type of equipment.
- b. Scheduled Preventive Maintenance Services (SPMS). The second party will provide FOUR Schedule Preventive Maintenance (SPM) which are mandatory in nature and shall do inspections as determined by second party to be performed as scheduled and copy of the Preventive maintenance should be sent to the concerned. Apart from SPM, the firm will provide UNLIMITED breakdown calls per year. The service engineer of the second party shall be required to submit a service report of each visit signed by the designated authority of the first party and record the same in the logbook. In case schedule preventive maintenance has not been carried out in any quarter, then the payment for that quarter shall not be released.
- c. Replacement of any part will be done on the basis of the consultation between both parties.
- d. Spare parts requiring replacement are required to be obtained from the manufacturer and the cost is included in the said CAMC.
- e. The second party's service engineers will make entries in department log book for each service visit and copy of the same should be sent to concerned.
- f. In order to effectively run the machine, consumable items and parts which are prone to wear & Tear will have to be maintained in the departmental stock as per recommendation of the service engineer.

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

Total no. of days in a year = 365.

- (a) Less Sundays = 52 days
- (b) Less public holidays= 10
- (c) Less PM days = 04

Total no. of working days = 299 days.

Total uptime guarantee (95%) = 284 days.

9. DOWN TIME:

- 9.01.1. Definition of "Out of Service": The equipment shall be considered inoperable and out of service if due to equipment failure and the system is not available for research work.
- 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 month". After one month 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 research work 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 72 hrs after notifying the second party shall be considered as uptime. If delay occurred due to documentation for obtaining spares from the manufacturer (which shall be provided by the first party, this time will not be calculated as a down time.

10. **PENALTY CLAUSE:** Penalty clause as applicable during the warranty period shall be applicable. In case system remains down below the above specified up time guarantee of 95% then no payment will be made for the period during which equipment remained non-functional and same would be deducted from the upcoming Bill/ Invoice on prorata basis as well as contract period shall also 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.
11. **APBITRATION:-**In event of breach of any condition of this contract, the matter would be resolved jointly by In-charge/ Unit, In-charge 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.
12. **BREAK DOWN NOTICE TO COMPANY:-** The breakdown would be identified by the concerned faculty/officials and would be reported to the service engineer /office of the second party by fastest mode of communication which shall be confirmed in writing.

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 CBMR	Signed on behalf of the company
Centre of Biomedical Research (CBMR), SGPGIMS Campus, Raibareli Road, Lucknow-226014 (UP)	M/s Note: To be signed by the Authorized signatory of the Firm
Name: Designation Place: Date: Authorized Signature Witness-I Witness-II	Name Designation Place Date: Authorized Signature Witness-I Witness-II

Annexure-A- Detail of equipment Covered under the CMC

Sr.No:	Supply Order No:	Place of Installation	Name of Equipment	Make	Model	Qty

Annexure-2**Checklist of Documents**

Sl. No.	Documents	Page No.
1.	Tender Fee	
2.	EMD	
3.	Details of CMC (Clearly mentioned GST, if any)	
4.	GST Registration Certificate	
5.	GST Clearance Certificate/ GST Returns	
6.	Notarized Affidavit for never been blacklisted on Stamp Paper worth Rs.10.00	
7.	Authorization Certificate by Principal Firm	
8.	Declaration by OEM/Principal Firm on Warranty & Guarantee and Comprehensive Maintenance Contract (CMC)	
9.	Declaration by OEM/Principal Firm for availability of spare parts up to 10 years	
10.	Declaration by OEM/ Principal Firm/Tenderer on latest art of technology	
11.	Declaration by OEM/ Principal Firm/Tenderer that the offered rates are lower than supplied to others	
12.	List of installation	
13.	Performance Certificate issued by users	
14.	Declaration of IAC in percentage, if any, by Principal Firm	
15.	Any Other Essential Document	

Signature of Authorized Signatory

Seal of Firm

Annexure-3**Format of Price Bid****Part-A**

Sl. No.	Name of equipment with essential/standard accessories covered under 3 years warranty	Qty.	Rate	Unit	Total Amount
1.	Name of equipment with specification				
2.	Name of accessories				
3.	.				
4.	.				
				Total	
				GST	
Grand Total					

Part-B

Sl. No.	Name of accessories not covered under warranty	Qty.	Rate	Unit	Total Amount
1.	.				
2.	.				
3.	.				
4.	.				
				Total	
				GST	
Grand Total					

Part-C

Sl. No.	CMC after warranty of 3 years	Qty.	Rate	Unit	Total Amount
1.	4 th year				
2.	5 th year				
3.	6 th year				
				Total	
				GST	
Grand Total					

Note:

If, the tenderer specify the prices of accessories in part-B also, which are not covered under warranty and are essential for functioning of the equipment, the prices will be included for determination of L-1 in addition to standard accessories of part-A as per criteria mentioned in point no.13 (i) & point no.57. More so, if the part-B is not specified by the tenderer, it will be presumed that all parts are included in part-A and covered under warranty