

Tender Ref. No: UPMSCL/EQ/RC/154

Dated:-20.02.2020



UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking)

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010 Website:

<http://www.upmsc.in/> , <https://etender.up.nic.in>

Email: equipment@upmsc.in, Tel. no. 0522-2838102

**e – TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF SEMI AUTO
ANALYZER PART TO UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
(AS PER SCHEDULE OF REQUIREMENT: SECTION IV)**

TWO YEAR'S RATE CONTRACT

LAST DATE FOR ONLINE SUBMISSION OF TENDER: 24th March , 2020



**e – TENDER FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF SEMI AUTO
ANALYZER PART TO UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**

| Serial No. | Activity | Date and Time |
|-------------------|--|---|
| 1. | Tender Reference No. | UPMSCL/EQ/RC/154 |
| 2. | Commencement of Downloading of Tender Document | 21 st February, 2020 From 10:00 AM website for downloading www.etender.up.nic.in |
| 3. | Date & Time of Pre-Bid | 29 th February, 2020 at 12:00 pm in Lucknow. |
| 4. | Last Date and Submission of online Bids | 24 th March, 2020 upto 3:00 pm. |
| 5. | Date, Time and Place of Opening of Technical Bids | 24 th March, 2020 at 4:00 pm in Office of UPMSCL, SUDA Bhawan, Lucknow |
| 6. | Date of Completion of Examination of Technical Bid | To be declared on www.upmsc.in and www.etender.up.nic.in |
| 7. | Date and Time of opening of financial bid | To be declared on www.upmsc.in and www.etender.up.nic.in |
| 8. | Date of Completion of Examination of Financial Bid | To be declared on www.upmsc.in and www.etender.up.nic.in |
| 9. | Validity of Bid | 180 Days |
| 10. | Address for Communication | Uttar Pradesh Medical Supplies Corporation Ltd., SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow- 226010 |

SECTION I

INTRODUCTION

The Uttar Pradesh Medical Supplies Corporation Ltd- UPMSCL is a Government of Uttar Pradesh undertaking incorporated under Companies Act, 2013. It has been set up for providing timely and effective Health Care Services to the people of Uttar Pradesh. The key objective of the UPMSCL is to act as the central procurement agency for all essential and specialized drugs, medical equipment for the health care institutions at competitive rates. The Managing Director, **Uttar Pradesh Medical Supplies Corporation Ltd**, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar, Extension, Lucknow-226010, (hereinafter referred as **TIA**) invites e -Tender for supply of Equipment to Uttar Pradesh Medical Supplies Corporation Limited for period of 2 years from commencement of contract. List of Equipment to be procured vide this tender is detailed in **schedule of requirement: Section IV.**

Over the last decades, several equipment has been procured and installed in the various health care institutions under the government under different schemes. One of the major problems encountered is the maintenance of the equipment. Site preparation, timely replacement of consumables, calibration of sensitive equipment, up gradation of technology, training to the doctors and paramedical staff- all poses problems. The corporation has been formed by the government to fill in these grey areas and to act as total service providers to the all the government health care institutions. Of course, this mammoth task could be achieved only with the active involvement and support of the manufacturers/dealers of the equipment.

This tender is an e-tender and only on-line bid submission is possible. Lowest price is not the sole criteria for selecting the equipment/supplier. The two bid system, which is followed, has been designed to eliminate those equipment which do not match the technical specifications or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the equipment. i.e., to provide after sales support for a period of minimum 5 years from the date of installation and to ensure 95% uptime in performance/operation of the equipment.

The payment to the successful tenders will be settled after obtaining a 'one-month performance certificate' from the head of the user institution – one-month period is a period of trail run- during which the performance of the equipment will be keenly observed. At the same time, it may be noted that the Corporation is not the agency finalizing the requirements of equipment and their technical specifications. These parameters are finalized by the user institutions and funding agencies and forwarded to

the corporation for procurement. On our side, we ensure that the technical specifications are not biased towards a particular equipment/firm, through consultations during the pre-tender meetings with the prospective bidders. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if, the user agency certifies the equipment required is of proprietary nature. Since the equipment procured are dealing with precious human life in government hospitals, depended by the poor and downtrodden of the society, it is our endeavour to ensure that most modern, but proven and durable equipment are procured and supplied. The tender documents are prepared after assessing the market to meet such objectives.

Looking forward for a long standing relation with you.

Best wishes,

**Managing Director, UPMSCL
(Tender Inviting Authority)**

SECTION II

IMPORTANT INFORMATION FOR BIDDERS

1. DETAILS OF THE ITEMS TO BE PROCURED:

List of equipment to be procured, technical specification and tentative quantity to be procured are indicated in section IV.

2. SCOPE OF THE TENDER

The tenders are invited for the supply, installation and commissioning of the equipment, the details of which are mentioned in Section IV, needed for the government institutions of Uttar Pradesh on behalf of the Government of Uttar Pradesh. The Managing Director, Uttar Pradesh Medical Supplies Corporation Ltd (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency as well as service provider for the institutions. The main objective is to obtain bulk discount through central procurement and to be one stop point for all institutions for obtaining excellent after sales service to the equipment procured under this tender. For this, the Corporation, on behalf of the government, will undertake and oversee the procurement process, ensure that the successful Bidders are installing the equipment properly at the locations/institutions specified and provide the after sales service during the agreed period of contract in respect of the equipment installed this contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

3. ELIGIBILITY CRITERIA

- a) Manufacturers or their authorised dealers/ agents/ Indian Subsidiaries/Direct Importers having the *registered establishment* (place) of business in any of the State / Place of India are eligible to participate in this tender. Original Equipment Manufacturer shall submit the Manufacturer's Offer Form as Format II if the manufacturer wants to participate in the tender through authorised dealers/ agents/ Indian Subsidiaries/Direct Importers. A letter of authorisation as per Format III has to be submitted accordingly.
- b) Bidder(s) should be in the business of supply and installation of medical equipment for last three years within India. In case the bidder is not a manufacturer, the bidder should have experience of supplying medical equipment at least 10% of the total requirement of each schedule quoted and the manufacturer from whom the goods are sourced should have experience of supplying similar medical equipment at least 40% of the total requirement of each schedule quoted. In case the bidder is a manufacturer, the bidder should have experience of supplying similar medical equipment at least 50% of the total requirement of each schedule quoted.
- c) Bidder(s) must fulfil the minimum average annual turnover requirement (as mentioned against each schedule of requirement , The bidder shall submit proof of the same (Profit and loss statement/ Balance sheets/ auditor's report/ annual report) which should clearly reflect the annual turnover. Mere submission of CA certificate will not be accepted.
- d) The Tenderer's who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.
- e) Bidders are not allowed to quote/ participate in the form of *Consortium*.

4. EARNEST MONEY DEPOSIT (EMD)

EMD acts as a safe guard against bidder's withdrawing/altering its bid during the bid validity period. Submission of EMD shall be mandatory unless exempted in accordance with UP Procurement Manual (Procurement of Goods), 2016. (In case of EMD exemption self-attested declaration regarding the same should be submitted, clearly mentioning provision under which EMD exemption has been requested.)

The amount of EMD should be as per EMD mentioned against each item in Schedule of Requirement. EMD shall be submitted online through NEFT/RTGS/ Bank Guarantee. The proof of submission of EMD (Copy of Receipt in case of RTGS/ NEFT and Copy of Bank Guarantee in case of Bank Guarantee) shall be uploaded in e-Tender portal along with other documents. EMD shall be deposited from bank account of bidder only. The total EMD amount submitted by a bidder must be equal to the cumulative total EMD requirements for the items bid by the bidder contained in a tender packet. In case of submission of Bank Guarantee, the Original Bank Guarantee should be submitted to UPMSCCL before opening of Technical Bid.

<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=906474>

(E-Transfer receipt has to be uploaded with the Tender & UTR No. Should be mentioned clearly)

HOLDING TIME OF EMD

The EMD should be valid for a period of 45 days beyond bid validity period of days. Should it become necessary to extend the validity of the bids and the bid Securities, UPMSCCL shall request in writing all those who submitted bids for such extension before the expiry date. Therefore, bidder shall have the right to refuse to grant such extension without forfeiting their bid securities. The bidders, who refuse to grant the UPMSCCL request for an extension of the validity of their bids and bid securities, will have their bid securities returned to them. They shall be deemed to have waived their right to further participate in that bidding process.

FORFEITURE OF EMD

EMD of a bidder will be forfeited, if the bidder withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt/ submission/upload of tender but within the period of validity of tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, his EMD will be forfeited.

REFUND OF EMD

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, not later than 30 (thirty) days after conclusion of the contract.

EMD of the successful bidder shall be returned, without any interest whatsoever, after receipt of performance security as called for in the contract.

5. CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the TIA in writing or by an e-mail at the TIA's mailing address indicated in the Invitation for Bids. The TIA may conduct a pre-bid meeting which will be notified in e-tender website/ website of the TIA/ *mentioned in Invitation For Bids*. The purpose of the meeting will be to clarify issues and to answer questions on any query that may be raised up to that stage. TIA reserves the right to take decision on nature and extent of amendments required (*if any*).

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the **TIA** may, for any reason, on its discretion or in response to a clarification requested by prospective bidder(s), modify the Bidding Documents by an amendment. All such amendments will be made available on <https://etender.up.nic.in> and <http://www.upmsc.in> website. In order to allow prospective bidder(s), a reasonable time in which they can incorporate the amendments in preparing their bid, the **TIA** may, extend the deadline for the submission of bids.

The bidders shall be solely responsible for checking above-mentioned websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

7. THE TENDER PROCESS

The tenders / bids are to be submitted on-line in two covers in the e-tender portal.

I. Part -I: Technical Bid

II. Part - II: Financial Bid (BOQ)

- a) PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal. The technical bid shall contain the complete technical specification, details on competency and financial stability of the Bidder, delivery and after sales conditions.
- b) PART II titled as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- c) Bidders who wish to participate in the e-tendering required to have an appropriate Digital Signature Certificate (DSC). Bidders can procure this certificate from any of the Government approved certifying agency

- i.e. consultancy services. Details can be obtained from the e-tender portal itself.
- d) The Bidder shall enrol and register in the e-tender portal. The Bidder shall issue DSC to only the responsible person who is authorized to submit online bids.
 - e) If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the offer's misplacement and consequential rejection.

III. Guidelines for preparation of Tender

- a) The Bidder shall bear all costs associated with the preparation and submission of its bid and "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- b) In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid shall be signed by the authorized person or persons signing the bid along with the stamp of the Bidder.
- c) Language of Bid: - The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- d) The tender (in English Language only) for the supply of equipment mentioned in **Section IV** shall be submitted along with detailed specifications. A technical leaflet /brochure / literature/ data sheet in original shall be enclosed along with list of names of government departments/offices/ organizations to whom the equipment with the same specifications or higher have been supplied in India during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the Bidder, it shall be attested by the work order issuing authority/client/ user institution/organization where the same have been supplied and installed.
- e) The documentary evidence submitted along with the Tender shall be produced duly attested by the Bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.
- f) An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- g) Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the Bidders shall be published in the official website of the Tender Inviting Authority <http://www.upmsc.in/> , <https://etender.up.nic.in> However it shall be the duty of the prospective Bidder to ensure that the clarifications

sought for has been properly received in time by the Tender Inviting Authority.

IV. Documents required to be submitted as part of technical Bid (Part -I):

- a) Information of bidder: Should include the information asked in Format – I
- b) The documents proving that the Bidder is an Original Equipment Manufacturer or their Indian Subsidiaries or Authorized Dealer/Representatives/ Importer (As per Format – II/ Format- III).
- c) A copy of the Certificate of Incorporation, details of Board Members (if any) and resolution of the board giving authority to the authorised representative.
- d) List of items for which bid is quoted (As per Format – IV)
- e) Copy of e- Transfer Receipt for submission EMD with Format-V / Copy of Bank Guarantee/ Copy of exemption certificate (if any)
- f) Average annual turnover statement (Format – VI) along with required documentary evidence to support the same.
- g) Documentary evidence like Purchase Orders, Contract Agreement to establish that the bidder who is not a manufacturer have experience of supplying similar medical equipment at least 10% of the total requirement of each schedule quoted and the manufacturer from whom the goods are sourced have experience of supplying similar medical equipment at least 40% of the total requirement of each schedule quoted. In case the bidder is a manufacturer, the bidder should have experience of supplying medical equipment at least 50% of the total requirement of each schedule quoted.
- h) The bidder or its principal manufacturer should submit Performance Certificate (date of issuing of certificate should not be older than *one year* from the date of publication of tender) to establish satisfactory supply and installation of the same equipment of at least 10% of the total requirement for each schedule quoted. The Performance Certificate issued to either/both to bidder (who is not a manufacturer) or/ and to Manufacturer will be accepted”. (Performance Certificate should be same for Make & Model as it is offered / quoted).
- i) List of Installations of the offered model in Uttar Pradesh (government and private installations should be separately listed with name/designation of the contact person, phone number/fax/email/address along with other relevant details) if any.
- j) An affidavit of Rs.100 (Non-Judicial) as per Format- VII should be submitted.)
- k) List of Govt. Organizations to whom bidder is an existing Supplier. (As per format – VIII)
- l) Address, Contact number and other relevant details of Service Centre for the said equipment, in the State of Uttar Pradesh. (As per Format- IX)
- m) Copy of firm’s PAN card.
- n) GST registration certificate.
- o) Bank Details of the Firm. (As per Format – X)

- p) Letter of authorization/Power of Attorney for submitting bid & signing contract (As per Format- XI)
- q) Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications (As per Format – XII).
- r) Copy of Quality Certificate requested as per the technical specification (if applicable) for the offered model.
- s) A self-attested copy/e-copy of technical literature and product data sheet.
- t) Integrity Pact as per Format – XVIII.
- u) Checklist as per Format – XIII.
- v) Any other document as mentioned in the technical specification.

8. OPENING OF THE TENDER

- a) The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified Bidders from time to time.
- b) The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective Bidders or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Bidders or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- c) In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.
- d) In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- e) The Bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.
- f) The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc. of the equipment by the Bidders.

9. EVALUATION OF TENDER:

- a) Technical Evaluation based on the documents submitted in the bid: A Technical *Evaluation Committee constituted by MD, UPMSCL will evaluate the technical bid received. Documents will be evaluated as in compliance with the tender document.*

Clarifications may be sought by the Technical Evaluation Committee from the participating bidder during the evaluation process. The list of technically qualified and disqualified bids with reasons for disqualification will be uploaded in the UPMSCL website. A window period of two working days will be given for submission of any representation or grievances. Any representation received after this period will not be entertained.

- b) The technically qualified bids will be called for demonstration of the quoted model. The place of demonstration will be in Lucknow and the details of the same will be shared during the demonstration stage. A demonstration team comprising of subject matter experts including representatives from indenter will be constituted by MD, UPMSCL. Failure to attend or demonstrate the technical specification or performance of the items to the satisfaction of the Demonstration Committee will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.
- c) The Price bids of only those bidders will be opened who qualify the demonstration stage.
- d) **Price Bid:**
 - i. Bidder(s) must download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be considered as non-responsive and will not be considered for tabulation and comparison.
 - ii. The rate of CMC will also be taken into consideration for evaluation of Price Bids.
 - iii. Price Offered must be inclusive of all taxes/local levies/cess/and any other duty payable on it, and must be in Indian Rupees (INR). Price should be quoted for the supply, installation, training (if necessary) and successful commissioning of the accessories and fulfilment of warranty/guarantee and after sales service to the satisfaction of the User Institution.
 - iv. Price(s) quoted by the Bidder(s) will remain fixed during the period of the contract and are not subject to variation on any account. However, price variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the Running contract period before releasing the Letter of Intent/supply order on receipt of proper document, also there must be no hidden costs.
 - v. Bidder(s) must quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner.
 - a. **Basic Price:** The price of the equipment, accessories quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods. Basic

price shall also include loading unloading& stacking, all other taxes, duties & levies and incidental services if applicable.

- b. GST/Customs duty payable on the goods, if applicable, must be indicated separately. The Bidder must indicate the value of import items on which customs duty is payable (If the field is blank, value will be taken as zero).
- c. The Bidder must offer prices inclusive of all the accessories mentioned in the technical specification.
- d. Bidder must also quote CMC rates for a period mentioned in the Tender Form, if the same has been asked. The Rates of CMC for the prescribed period shall be shown separately.

e) **Finalization of Vendor:**

Tenders/vendors can be finalized irrespective of no. of bids obtained however sufficient proof for price justification should be established in case of single bid/offer.

f) **Award criteria:**

Contract will be awarded to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, the Contract will be finalized. This contract will be called Principal Contract. In case the L1 bidder backs out from the Contract during the validity of the bid, the EMD submitted will be forfeited. The Purchaser will proceed to the next-lowest evaluated Bidder and offer the L1 price. If the next lowest evaluated Bidder accepts the offered price, the Contract will be finalized.

g) **Parallel Rate Contracts:**

The Corporation may also execute parallel rate contracts with more than one firm on the lowest approved rates on the same terms and conditions. These parallel rate contracts will be utilized if the original L1 is not in a position to supply material as per UPMSCL requirement within the time frame indicated in the tender document and the bidder's submission in the bid.

h) **Price preference for state SSI & MSME:**

Latest directive of Government of Uttar Pradesh must be adhered for price preference in procurement.

Note: No bidder must try to influence the TIA any UPMSCL official on any matters relating to bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify his bid or influence the TIA any UPMSCL official will result in the rejection of the bid and debarment of the company/authorized agent.

10. TIA’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The TIA reserves the right to accept or reject any bid, or to annul the bidding process at any time prior to award of the contract without assigning any reason whatsoever and without incurring any liability(s) to the affected bidder(s).

11. ISSUE OF NOTIFICATION OF AWARD:

The issue of Notification of Award will constitute the intention of the TIA to enter into contract with the bidder. The TIA shall notify the successful bidder through its website or by e-mail. The bidder must communicate his acceptance within 10 days of issue of the Notification of Award, along with agreement document in conformity with the bid document. In case the bidder is not willing to accept the contract within the specified timeframe, EMD will be forfeited.

12. AGREEMENT

A written agreement will be executed between UPMSCL & the company/authorized agent, to whom the contract is awarded.

13. PERFORMANCE SECURITY

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the value of the goods purchased as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. The Performance Security to be given by the successful bidder will be dynamic. i.e it should be equal to the 5% value of the total quantity proposed to be procured and will be increased proportionately as and when more quantity orders are placed. The Performance Security needs to be submitted before supply order is give, Performance security is to be furnished within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

***Note:** In case of breach of contract by the Supplier, the performance security will be forfeited. If the Supplier duly performs and completes the contract in all respects, the performance security will be returned to the Supplier without any interest.*

14. IMPORTANT POINTS TO TAKE NOTE BEFORE BIDDING

Time Limits prescribed

| Sr. No | Activity | Time Limit |
|---------------|--------------------------------|---|
| 1. | Installation & Delivery period | 60 days for Indian manufacturer and 90 days for foreign manufacturer. |
| 2. | Comprehensive warranty period | As per Section IV (Technical |

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|-----------|---|--|
| | | specification) |
| 3. | CMC period (After warranty) | As per Section IV (Technical specification) |
| 4. | Frequency of visits to all User Institution concerned during Warranty/CMC or AMC. | One visit every 3 months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls. |
| 5. | Submission of performance security and entering into contract | 15 Days after notification of the award. |
| 6. | Time for making payments by TIA | Preferably Within 30 days from the date of submission of proper documents |
| 7. | Maximum time to attend any Repair call | Within 48 hours. |
| 8. | Uptime in a year | 95%. |

SECTION III

CONDITIONS OF CONTRACT

1. DEFINITIONS

Tender Inviting Authority (TIA) - is the Managing Director of the UPMSCL, who on behalf of the User Institution/Government of Uttar Pradesh or the funding agencies invites and finalizes bids and ensures supply of the procured items under this Tender Document.

- **Tender Document** - means the document published by the TIA containing the data identifying the equipment to be purchased, the quantity and delivery, and which includes specifications, quality requirements and general conditions, which will govern the contract on acceptance of a bid.
- **e-tender** - The process of notifying/ floating tender and observing other requirements online.
- **User Institutions** - are government departments, health care institutions, autonomous bodies, etc. for which the equipment under this tender are being procured.
- **L1 rate** - means the lowest rate declared by the TIA for equipment mentioned in this Tender Document.
- **Liquidated Damages** - Means penal charges charged by the TIA for delay in supply of equipment
- **Letter Of Intent** - is an intimation, informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- **Purchase Order** - means the order issued by the TIA to the supplier informing to supply the required equipment at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.
- **Supplier** - Firm/company or to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.

2. STANDARDS

The equipment supplied under this contract must conform to the standards prescribed in the Technical Specifications mentioned in Section IV

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Supplier will not, without the prior written consent of the TIA, disclose the Contract or any provision thereof, or any specification, plan, or information furnished by or on behalf of the TIA or in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

4. PATENT RIGHTS

The Supplier must indemnify the TIA/ UPMSCL at all times, against all third-party claims of infringement of intellectual property(s), which the Supplier infringes in the performance of the contract.

5. PURCHASE ORDERS:

This is a rate contract tender. The quantity of requirement is indicative only and the size of procurement may vary. The place of supply can be anywhere in the State of Uttar Pradesh and the same shall be indicated in the purchase order.

6. SUPPLY CONDITIONS:

The supplies must be completed within 60 days for Indian manufacturer and 90 days for foreign manufacturer of release of purchase order. For the higher quantity the time can be increased by 30 days on written request by bidder. Final decision will be of tender inviting authority.

7. DELIVERY AND INSTALLATION

- a. The successful bidder must visit every concerned institution and recommend pre installation requirements at each institution. The details of the same must be consolidated and submitted to Tender Inviting Authority for further actions (if any). If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulated period, Tender Inviting Authority shall deduct LD charges as per the tender conditions.
- b. The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the Concerned Institution. It must be ensured that the equipment arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.
- c. If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder must inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the request as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion contractual obligations by issuing an amendment to the contract.
- d. The successful bidder is required to deliver and install the equipment at the site within time specified from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation of the equipment to the satisfaction of the head of the institution or his/her representative and obtain an individual 'Installation Certificate' (Format XV) , for each equipment duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.
- e. If the site is not ready for installation, the successful bidder must obtain the details from the concerned institution. In case of delay in installation of

equipment, the successful bidder shall obtain acknowledgement of receipt of material. In such case, the consignment receipt date will be taken for the calculation of LD.

- f. A copy of the invoice must be submitted to every User Institution so as to effect stock entry at the respective location.
- g. A sticker showing the service details along with the Logogram must be affixed on the equipment and its accessory units (if possible). (Format XVII).
- h. At least two digital colour photographs, one showing the sticker properly affixed on the equipment & accessories and the close up photograph of the sticker must be submitted along with the installation certificate to UPMSCL for effecting the first instalment of the payment. The sticker shall be written with fine tipped permanent marker pen.
- i. The installation report must be submitted separately for each equipment installed. The Tender Inviting Authority may depute one of its representatives or any one from the funding agency with prior intimation to the successful bidder to be present for the inspection of the equipment. The signature of such official, if deputed, in the installation certificate is essential.
- j. The prospective bidder may, be required to prepare the site and undertake electrification / minor civil works. In such instances, it will be ideal for the bidder to prepare the site on negotiated terms for which extra charges will be paid.
- k. The goods will not be accepted after the issuance of notice of termination, even if the goods are ready or dispatched following the termination. For the remaining goods and services, the Tender Inviting Authority/User Institution may decide: -
 - i. To get any portion of the balance completed and delivered on contractual terms, prices etc.; or
 - ii. To cancel the remaining portion of the goods and services to be supplied and compensate the successful bidder by paying for the cost incurred by him towards the supplied portion of the goods and services;
 - iii. To place orders for the unexecuted portion of supply with the next lowest qualified bidder.

8. DELIVERY PROOF

Before and upon delivery of the equipment, the Supplier must notify the TIA and deliver the following documents to the TIA:

- i. Original invoice along with two copies of the Supplier's invoice must be submitted. Invoices must be signed in original and duly stamped;
- ii. The original invoice submitted must be in the name of the Tender Inviting Authority and the name of the consignee must also be mentioned in it. Serial number of supplied equipment with make & model details must also be mentioned on the invoices;
- iii. More than one equipment shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice;

- iv. The supplier shall deliver user manual, SOPs for operation & maintenance & instrument Log cards with equipment.

9. PENALTY CLAUSE

- a. Liquidated damage:

If the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame (s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.

- b. Debarring & Blacklisting

- i. The bidder/Supplier who have submitted forged documents in tender or in correspondence to any subsequent communication from UPMSCL will be declared ineligible to participate in the tenders for a period of Five (5) years after providing opportunity for being heard.
- ii. Failure to provide satisfactory after sales services during or after the warranty period and CMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and after providing opportunity for being heard.
- iii. Failure to attend the repairs in time or to attend the stipulated preventive maintenance visit or to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.
- iv. Failure/refusal on the part of the successful bidder in supplying/installing the equipment to enter into CMC with the Tender Inviting Authority/User Institution, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the bidder.
- v. The bidder must disclose the country of origin and must obtain an undertaking from such Original Equipment Manufacturer (OEM) to provide spares or service support for the period of contract. Failure on the part of the Bidder/OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations. Such violations may eventually lead to forfeiture of performance security and blacklisting/debarring of the successful bidder.

- vi. Non-performance of the contract by the bidder may also lead to blacklisting/debarring

10. PAYMENT TERMS

Payment for Goods shall be made in Indian Rupees 100% of the contract price of Goods received shall be paid after successful supply and installation and along with necessary stock entry details from each Consignee location. If the site is not ready for installation 50% % of the amount shall be released and balance 50% will be paid after successful installation). A statement of payment with details of all deductions shall be furnished to the concerned suppliers for their reference.

For imported goods, 100% payment shall be released through Letter of Credit payable as 80 % against dispatch documents and balance 20% after installation and commissioning of the equipment. LC and Custom Clearance Charges will be borne by the supplier. In some cases, provision of 90% against dispatch documents and balance 10% after installation and commissioning of the equipment may also be kept.

The payment to the bidder will be disbursed under the following terms and conditions.

- a. The Supplier's request(s) for payment shall be made to the TIA in writing, accompanied by an invoice describing, as appropriate, the Goods, document delivered and upon fulfilment of other obligations stipulated in the Contract. Payment for goods will be made in Indian Rupees as follows:
- b. No advance payment is payable.
- c. The payment will only be made after receipt of Certificate of Installation from concerned institution
- d. The payment of the price agreed will be made within thirty days from the date of submission of proper documents to UPMSCL after the installation of the equipment with its all necessary accessories at the user institution specified in the supply order and on submission of Installation Certificates (Format XV), warranty certificate (Format XVII), One month performance certificate (Format XVI) invoice with proper stock taking details, photographs (hard copy), calibration / quality assurance certificate / test certificate if required as per technical specification along with RTGS details.
- e. The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee must also be mentioned in it (*as mentioned in supply order*). Serial number of supplied equipment with make, model and other relevant details must also be mentioned on the invoices.
- f. Requests for advance payment/payment against delivery of equipment will not be considered. Part Payment, at agreed rate, may be considered after necessary Certificates are obtained and submitted by the bidder to the TIA.
- g. The payment of CMC will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority/User Institution.
- h. The successful bidder will not be paid any interest on payments under the contract.

- i. Where there is a statutory requirement for tax deduction at source, such deductions will be done accordingly.
- j. The successful bidder must send its claim for payment in writing, when contractually due, along with relevant documents (if any), duly signed with date, to respective User Institutions/Tender Inviting Authority.
- k. While claiming reimbursement of duties, taxes etc. (like CGST, SGST, IGST, custom duty) from the Tender Inviting Authority, if permitted under the contract, the successful bidder must certify that, in case it gets any refund out of such taxes/duties from the concerned authorities, at a later date, the same will be refunded to the Tender Inviting Authority.
- l. The Tender Inviting Authority may relax its conditions of payment in two instalments on submission of requisite documents under the following circumstances;
- m. If the successful bidders submit in writing that, the site is not ready or any other impediments are preventing them from satisfactorily installing any of the equipment(s) in any of the user institution(s) owing to any reason other than his own;
- n. In case of any difficulty encountered by the successful bidder in obtaining the installation certificate from any of the User Institution, after the installation of the equipment, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), the Tender Inviting Authority may release payments.

11. AFTER SALES SERVICE CONDITIONS

- a. The corporation attaches paramount importance to the after sales service of the equipment installed to ensure smooth operation afterwards. The successful Bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contract or Comprehensive Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of tender itself.
- b. The after sales terms and conditions will be strictly enforced and those Bidders who are willing to support the Tender Inviting Authority in its endeavour to provide trouble free operation/performance of the equipment for the prescribed period need only participate in the tender.
- c. The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC), if awarded. The detailed terms and conditions for after sales service mentioned hereunder.
- d. Failure to provide satisfactory after sales services during or after the warranty period and CMC will lead to blacklisting/debarring of the Bidders, but after issuing due notice and provide opportunity for being heard.
- e. The maintenance of biomedical equipment after the warranty period has been entrusted with third party service provider. The complaint calls from the user institutions will be registered to a unified toll free number of the maintenance service provider. The complaint calls pertaining to equipment under warranty will be transferred to the respective successful bidder by the maintenance

service provider. The execution of after sales service conditions mentioned in the tender by the bidder will be monitored by the maintenance service provider on behalf of Tender Inviting Authority. Bidders shall provide all sort of after sales support and cooperation to the third party maintenance service provider as per the tender condition if requested by the Tender Inviting Authority.

12. WARRANTY TERMS

- a. The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b. The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c. All the equipment including the accessories supplied as per the technical specification should carry comprehensive warranty for a period mentioned in the first instance. During this period, the successful Bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty.
- d. On expiration of the comprehensive warranty period, the successful Bidder shall be willing to provide after sales support for an additional period (the period to be decided by the Tender Inviting Authority after the pre-tender meeting and shall be binding on all prospective Bidders once it is issued as amendment to the tender) under an extended contract known as Comprehensive Maintenance Contract (CMC-inclusive of replacement of spares).
- e. The manufacturers/ Indian Subsidiary of OEM, shall submit an undertaking in the format Format III from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC period, if awarded.
- f. After sales service centre in Uttar Pradesh preferably or at least in North India should be available and the Bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.
- g. Site Visits: The successful Bidder shall visit each User Institution as part of preventive maintenance during warranty/ CMC/ AMC period as per the frequency mentioned in clause no. 14 (sr no 4) of section -II. The Bidder shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.
- h. During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the UPMSCL office within 10 days from the due date.
- i. Complaints should be attended properly, within specified time limit (within 48 Hrs from the time of service request made). In case, the repair/fault duration is

- likely to exceed 72 hours continuously, the successful Bidder shall arrange a standby equipment of the same make and model within next 48 hours as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards new equipment.
- j. Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful Bidder shall, within the period specified under clause no. 14 of section -II and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution.
 - k. If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned clause no. 14 of section -II, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.
 - l. Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.
 - m. A warranty certificate (as per format in) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful Bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
 - n. The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC period, by the demand of User Institutions and also when major spares are replaced.
 - o. Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.
 - p. The Bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.
 - q. The offered warranty includes:
 - i. Visits to the user institutions at frequencies prescribed above as part of preventive maintenance.
 - ii. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
 - iii. Quality Assurance Test (if applicable).
 - iv. The cost of labour for all repairs/ and all spares required for replacement during repairs all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc. wherever applicable and also the accessories and other devices

supplied along with the equipment like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.

- v. There should not be any exclusion of warranty for any spare parts except consumables. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CMC period. The rate of the same shall be included in the offered price in warranty and CMC.
- vi. The Bidder shall provide up-time warranty of complete equipment as mentioned, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.
- vii. All software updates, if any required, should be provided free of cost during Warranty period.

13. COMPREHENSIVE MAINTENANCE CONTRACT (CMC)

- a. The decision to enter into CMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority or User Institution, at its discretion, prior to the expiration of warranty period.
- b. The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful Bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty. The CMC rate quoted in the BOQ shall be exclusive of tax (service tax).
- c. Maximum CMC charges allowable would be 5% even in case the bidder quoted higher rate than 5% per year, only 5% shall be allowed as CMC cost and the bidder would be bound to carry out CMC within the said sealing limit.
- d. Failure/refusal on the part of the successful tender supplying/installing the equipment to enter into CMC with the Tender Inviting Authority/User Institution, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the Bidder.
- e. The successful Bidder shall also indicate the rates for the CMC in Financial Bid form and such rates are binding on the successful tenders after the expiration of the warranty period. The yearly rates for CMC shall remain the one and the same as quoted in the Financial Bid form for the extended years.
- f. The payment of the agreed CMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the head of all user institutions.

14. SPARE PARTS

- a. Successful bidder must carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender

Inviting Authority/User Institution promptly on receipt of order from the Tender Inviting Authority/User Institution.

- b. The successful bidder shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.
- c. The Tender Inviting Authority or User Institution may place orders for additional spares/consumables/reagents and the successful bidder must supply the same in time at the cost offered in the Financial Bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal action.

15. TRAINING

- a. The successful bidders have to impart on-site training to Doctors/ Technicians/para-medical staff at the time of installation or anytime during warranty period or if at any time, demanded by the user institution.
- b. The training details must be recorded in the installation certificate for enabling the Tender Inviting Authority to make the payment.

16. IMPORTED EQUIPMENTS

- a. In case of imported items it shall be the sole duty of the bidder to follow the stipulations issued by the Government of India, from time to time.
- b. The bidder must inform of any advantage in price to the Tender Inviting Authority (arising due to any circumstances) at the time of pre-bid meeting and the tender document shall be modified to that extent.
- c. The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any equipment.
- d. The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.
- e. The successful bidder must indemnify the Tender Inviting Authority from all liabilities/damages, if any, which may arise out of the conduct of the bidder in violation of foreign exchange regulations.

17. CORRUPT OR FRAUDULENT PRACTICES

All concerned User Institution / Bidders / Successful Bidders etc. should observe the highest standard of ethics during the procurement and execution of such contracts require it. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at

- artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- iii. Tender Inviting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a company/authorized agent ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
 - iv. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - v. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - vi. “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a TIA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
 - vii. No Tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or Tender Inviting Authority/ UPMSCL respectively. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority’s bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bidders bid.

18. FORCE MAJEURE

- a. For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- b. If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful tenderer shall continue to perform its obligations under the

contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- d. In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above subparagraphs.

19. APPLICABLE LAW & JURISDICTION OF COURTS

All disputes arising will be subject to the jurisdiction of courts in Lucknow.

20. GENERAL/ MISCELLANEOUS CLAUSES

- a Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful tenderer/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- b Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c The Successful tenderer shall notify the Tender Inviting Authority/User Institution /the Government of Uttar Pradesh of any material change would impact on performance of its obligations under this Contract.
- d The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/User Institution/Government of Uttar Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.
- e All claims regarding indemnity shall survive the termination or expiry of the contract.

21. TERMINATION OF CONTRACT

- a Termination for default:- These Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

- i. In event Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
 - ii. Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful tenderer shall continue to perform the contract to the extent not terminated.
- b Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.
- c Termination for convenience: - The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate interalia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.

22. FALL CLAUSE

The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority / user institution and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

23. RESOLUTION OF DISPUTES

If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority/User Institution or the

successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Principal Secretary, Medical Health, Govt. of UP whose decision shall be final.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Lucknow, India.

24. GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

25. TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the **TIA**.

26. NOTICES

For the purpose of all notices, the following shall be the address of the **TIA**.

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
(A Government of Uttar Pradesh Undertaking)**

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010,
Tel. No.- 0522-2060098

27. RATE CONTRACT:

This is a 'Rate Contract' Tender. The bidders are expected to quote their best rates. The rates quoted by the bidder shall remain valid for two years from the date of signing of contract and can be extended for a further period of up-to six months with mutual consent of TIA & Supplier. The quantity mentioned in schedule of requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirement. Purchase orders would be periodic quantity as per UPMSCL's internal protocol with multiple consignees. The place of supply can be anywhere in state of Uttar Pradesh (Generally UPMSCL warehouses located at Divisional/district level) & the same would be mentioned in the purchase order.

28. SAVING CLAUSE:

No suit, prosecution or any legal proceedings shall lie against TIA/TIA or any person under UPMSCL for anything that is done in good faith or intended to be done in pursuance of this tender.

SECTION - IV

| <u>Sr. No</u> | <u>Equipment</u> | <u>Quantity</u> | <u>EMD</u> | Average Annual Turnover required for the bidder in FY 2016-17, 2017-18 & 2018-19. |
|----------------------|-------------------------|------------------------|-------------------|--|
| 1. | Semi Auto analyser | 650 | 10,40,000.00 | 1,56,00,000.00 |

Technical specification of Semi auto analyser

A. Technical Characteristics:

1. It should be an open system.
2. Should be microprocessor controlled general purpose bi-chromatic photometer system with at least 6 filters ranging from 340 to 630nm.
3. Temperature 37 deg. C self-monitoring built-in incubation systems for temperature controlled absorbance reading.
4. Light source: Tungsten/ halogen or higher grade with one additional bulb.
5. Should have end point, kinetic and two point kinetic measurement modes.
6. Should have flow cell measuring device.
7. Should have inbuilt printer or External Printer to be supplied.
8. Should have a measurement range from 0.001 to 2.300Abs
9. Should have facility for reading results on LCD display.
10. Should have quality control – two control/test QC survey of at least 30 points, Levy Jenny plot.
11. Should have a filter half bandwidth of 10nm or lesser.
12. Should have a test programme memory of 50 or more.
13. Should be provided with sample carry over prevention facility.
14. Aspiration should be based on Bellow/Peristaltic Pump/ Vacuum pump.
15. Should provide 500 ml of reagents for urea, S. Creatine, S. bilirubin, sugar, cholesterol, and Quality control 5ml one each for normal, abnormal, SGOT & SGPT.
16. Should be supplied with on line pure sine wave UPS of sufficient capacity for a minimum back of 60 minutes.
17. Should be provided with calibration certificate issued by the manufacturer at the time of installation and periodic calibration must be done during warranty / AMC period.
18. Sample Volume must not exceed 50µl and reagent volume must not exceed 500µl.
19. Should be an open system i.e. should be able to operate with reagents of any make.

B. Quality certificates:

1. Product should be FDA (US) approved.
2. Manufacturer should be ISO 13485.

C. Warranty: 3 year.

D. CMC : 5Year

SECTION - V

PREPARATION & SUBMISSION OF e-Bids

- **Documents Constituting the e-Bid**
 - The e-Bids prepared by the Bidder shall comprise the following components:
 - Technical bid
 - Financial bid / BOQ
 - The Bidder shall furnish, all the documents listed in tender documents as part of Technical bid, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format.
 - It is suggested that the PDF files should be made in greyscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.
- **Format and Signing of e-Bids**
 - The Bidder shall prepare one electronic copy for the e-Bids.
 - Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.
- **Submission of e-Bids**
 - The e-Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online against the e-tender published by the UPMSCCL. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.
 - The Bidders have to follow the following instructions for submission of their e-Bids:
 - For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. The Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

- For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India.
- **Deadline for Submission of e-Bids**
- E-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender portal document.
- The UPMSCL May extend this deadline for submission of e-Bids by amending the e-tender document in which case all rights and obligations of the UPMSCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- UPMSCL shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before last date and time mentioned on e-portal documents.
- **Late e-Bids**
- The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.
- **Withdrawal and Resubmission of e-Bids**
- At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-tender portal <http://etender.up.nic.in>. The Bidder should then select the proper option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.
- The Bidder has to request the UPMSCL with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPMSCL, to return back the e-Bids Processing Fee as per the procedure.
- The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of

the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in> . The Bidder should then select proper option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided below.

- The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.
- No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

▪ **Receipt and Opening of e-Bids by the TIA**

- Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.
- Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members in the office of UPMSCL, Lucknow.
- UPMSCL will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at schedule date, time and place mentioned in bid document. After evaluation of technical e-Bids, UPMSCL shall upload the summary of evaluation of technical bid of the bidders as per the Qualification Requirements for selection as qualified bidder and further qualified bidder will be considered for opening of their financial e-bids.

Note: -The Bidder shall be required to use his own Digital Signature while uploading its Bid. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of Bid.

FORMATS

Format I

Information about Bidder

1. Name of the bidding company /firm & CIN:
2. Type of company /firm: (Proprietorship/Partnership/Pvt. Ltd./Public Ltd./PSU etc.)
3. Whether the company /firm falls in SSI/MSME category:
4. A brief history of Inception and development:
5. Corporate address of Bidder:
6. Participating in tender as: Manufacturer/Importer/Authorized Agent
7. Average annual turnover (Last 3 years) of the company/ firm related to pharmaceuticals:

8. Approximate annual turnover in Govt. business:
9. Approximate annual turnover of domestic trade:
10. Approximate annual turnover of export:
11. No. of own manufacturing units in India:
12. No. of Manufacturing facilities abroad:
13. Have Own R & D: Yes / No. If Yes,
 - a. Location:
 - b. No. of Scientist engaged:_____
 - c. Approximate annual expenditure on R & D
14. Name, Designation & contact detail of the authorized person for submitting bid and signing contract.
15. Name & Designation of the person authorizing:
16. Name and contact detail of Owner/Managing Director of the company

Format II

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

MANUFACTURER'S OFFER FORM

(to be submitted by manufacturers)

TO BE SUBMITTED ON HIS LETTER HEAD

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(To be submitted on letter head of the bidder)

OFFER FORM

To,

Managing Director,

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED,

Lucknow, Uttar Pradesh

Subject: - Regarding Bid submission for tender number.....

I/We..... *(Name, Designation and Address of Bidder)*.....
having our office at..... *(Address of Firm)*..... do
declare that I/We have examined and accepting the conditions of the tender
document no we here by submit this offer for the
supply & installation of conforming the detailed technical
specification mentioned in section IV of the tender document.

1. We have examined and have no reservations to the Bidding Document of tender no.....dated.....including Addenda/Clarification No.:.....We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in tender document.
2. Our Bid shall be valid for a period of 180 days from the date of technical bid opening in accordance with the Bidding Document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;

3. If our Bid is accepted, we commit to submit a Performance Security in the amount of 5% percent of the contract price or as specified in Bid Document for the due performance of the contract;
4. Our firm, including any subcontractors or supplier for any part of the contract, have nationalities from the eligible countries;
5. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
7. I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
8. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
9. I/We agree to permit the M.D., UPMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the M.D., UPMSCL.
10. My/our quoted items.....(Name of item)..... fully comply with the technical specification as per Bid Document, schedule of supply.

The Details of the equipment offered are as follows.

| Sr. No. | Name of the Equipment | Model | Original Equipment Manufacturer | Country of Origin |
|---------|-----------------------|-------|---------------------------------|-------------------|
| 1 | | | | |

Date:

Office Seal

**Signature of the
Tenderer/Authorized signatory**

Format III

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
MANUFACTURER'S AUTHORISATION FORM**

*(to be submitted by authorized dealers/representatives/importers) TO BE SUBMITTED ON
OEM LETTER HEAD*

Letter No.:

Dated:

To

The Managing Director

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(Tender Inviting Authority)

Dear Sir,

Tender No :

Equipment Name :

Quoted Model Name:

1. I/We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), , do hereby authorize Mr./M/s._____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.....
2. I/we have obtained the approval of Board of Directors of our Company/ Firm in the meeting no.....held on dated.....at Agenda No.....
3. No company or firm or individual other than./ M/s._____ is/are authorized to bid, negotiate and conclude the contract in regard to the business against this specific tender.
4. I/We also hereby undertake to provide full warrantee/CMC as agreed by the bidder, even if the bidder is changed, to the complete satisfaction of the TIA..
5. I/we also hereby confirm that we will be responsible for the satisfactory execution of contract placed on the authorized Firm.
6. This authorization will be valid till the completion of the rate contract period and related services i.e. Guarantee and Comprehensive Maintenance obligations etc., whichever is later.
7. We also declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered, within the stipulated time.

(Name)

For and on behalf of M/s._____

Date:

(Name of Manufacturers)

Format IV

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

List of Items Quoted

Having examined and accepting the conditions of the tender document no we here by submit this offer for the supply & installation of Conforming the detailed technical specification mentioned in section IV of the tender document. The details of the equipment offered are as follows.

| Sl. No. | Name of the Equipment | Model | Quality Certifications if any | Original Equipment Manufacturer | Country of Origin |
|----------------|------------------------------|--------------|--------------------------------------|--|--------------------------|
| | | | | | |

Date:

Office Seal

**Signature of the
Tenderer/Authorized signatory**

Format V
PARTICULARS OF EMD SUBMITTED
(To be submitted along with technical bid)

- ii) Reference No. of Bid _____
- ii) **Particulars of EMD submitted: -**
- f) NEFT/RTGS/e- Transfer Reference No. _____
- g) Date on which transfer made _____
- h) Transferred Amount Rs. ----- only.
- i) Name , Branch and address of Bank through which transfer is made -----

- j) Name and address of the bidder:
- v) PAN No:

(Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)
- vi) GST No:

(Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE
NAME _____

DESIGNATION _____

NAME OF THE FIRM/BIDDER _____

STAMP OF THE FIRM/BIDDER _____

Format VI

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

| Sr. No. | Year | Turnover in Lakhs (Rs.) |
|----------------------------------|-----------|-------------------------|
| 1 | 2016-2017 | |
| 2 | 2017-2018 | |
| 3 | 2018-2019 | |
| Total | | |
| Average Turnover per year | | |

Date:

Signature of Auditor/Chartered Accountant

(Name in Capital)

Seal:

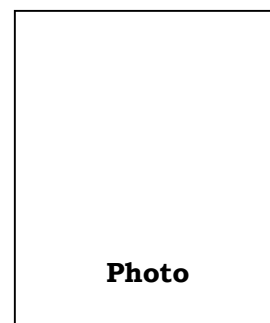
Format VII

‘Notarized on Rs. 100/- Non Judicial stamp paper’

Declaration

I S/o
resident ofdo
solemnly affirm:-

That I am the Director/proprietor / partner/authorized
signatory (tick the appropriate one) of M/s.
..... situated at



That my/our firm/company/corporation/LLP has participated in tender no.
_____of MD, Uttar Pradesh Medical Supplies Corporation Ltd. Lucknow
and I am executing this Undertaking for myself and on behalf of my/our
firm/company/corporation.

1. That our firm / company / corporation/ LLP and any of its Directors / Proprietor / Partner / authorized signatories has not been convicted has not been convicted of any offence by any Court of Law in India ;
2. That the Bidder is not blacklisted/ debarred from participating in tenders of similar nature anywhere in India;
3. That the Bidder is an MSME or SSI (if applicable), Clearly indicate even if this is not applicable;
4. That the manufacturer/ importer has requisite (specify the number of years) experience in the supply of said item;
5. That all the pages should be self attested.
6. That I/We have read the terms and conditions of the tender and I agree to abide by these terms and conditions and other guidelines issued in this regard.
7. In case of exemption of my/our Proprietary Concern/ Firm / Company Ltd from payment of Earnest Money Deposit by a govt. order, I undertake to pay the said sum without any demur on receipt of demand issued by the TIA.
8. That the information given by me in this tender form is true and correct to the best of my knowledge and belief and the rates quoted are not higher than the rates quoted to other Govt. / Semi Govt. / Autonomous / Public Sector Hospitals / Institutions / Organizations situated in India in the same financial year.
9. We undertake that, in case we reduce/supply the item under contract for supplying to any other organization/sale in market in price/rate lower than the contract rate with UPMSCL then the same must be intimated promptly and contract rate will be revised accordingly.
10. That our firm has not been deregistered or black listed by any govt. /autonomous institution, hospital or body in India for any item which is being quoted here by me in this tender or for participating in bid altogether.

11. That I must inform UPMSCL immediately, if there is any conviction from any authority which adversely affects my eligibility to bid in this tender for one or more items,

Our firm / company / corporation details are:

1. Nature of firm (Public Ltd., Pvt. Ltd., Proprietary, Partnership etc):
2. Authority with which it is registered:
3. Contact Person
4. Registered Address:
5. Address of correspondence:
6. Phone: Landline: Mobile:
7. Fax:
8. Email:

Date:

Signature

Name

Office Seal

Designation

Signature

**Name of Proprietor/Partner/Authorized
Signatory of Bidder with firm's rubber stamp**

Signature

**Name of Proprietor/Partner/Authorized
Signatory of Bidder with firm's rubber stamp**

Note:

All correspondence shall go to the email given here, and **preferably be with @domain name of the firm**

Letter of authorization to sign the tender document/related papers/deeds are to be enclosed with this undertaking.

Format VIII

LIST OF GOVT ORGANIZATION TO WHICH BIDDER IS AN EXISTING SUPPLIER

| Sl. No. | Organization Name | No. of item under contract | Whether blacklisted/Debarred for any equipment. (If yes, Name of the item) |
|----------------|--------------------------|-----------------------------------|---|
| | | | |
| | | | |
| | | | |

Format IX

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
SERVICE CENTRE DETAILS**

| TOLL FREE NUMBER, IF ANY | | | |
|---------------------------------|--|---------------------------|--|
| Sl. No. | Name and address of the service center(s) | Contact Details | |
| 1 | | Telephone No.: | |
| | | Fax: | |
| | | Email Id. | |
| | | Name of the Service Engr. | |
| | | Mobile No.: | |
| | | Telephone No.: | |
| | | Fax: | |
| | | Email Id. | |
| | | Name of the Service Engr. | |
| | | Mobile No.: | |
| | | Telephone No.: | |
| | | Fax: | |
| | | Email Id. | |
| | | Name of the Service Engr. | |
| | | Mobile No.: | |

Date:

Office Seal

**Signature of the
Tenderer/Authorized signatory**

Format X

BANK DETAILS OF THE BIDDER

(In lieu of the bank certificate to be obtained, please **attach the copy of original cancelled cheque** issued by bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I will not hold M/s. Uttar Pradesh Medical Supplies Corporation Ltd. (UPMSCL) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me/from the company as a bidder/successful bidder.

Date:

Company Seal

Signature

(Name of the person signing &
Designation)

Place:

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address.

Signature of the authorized official of the bank

Format XI

Letter of Authorization

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, _____(name of the firm/company/LLP and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr._____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____,) as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental hereto submission of our bid for procurement of equipments in Uttar Pradesh Medical Supplies Corporation Limited (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including but not limited to the Agreements and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the procurement of equipments. We hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2018. For

.....

(Signature)

Witnesses:

(Name, Title and Address)

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title, all relevant contact and address of the Attorney)

Notes:

- ❖ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ❖ *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ❖ *Power of Attorney should be executed on a non judicial stamp paper of appropriate values relevant to the place of execution (if required under applicable laws).*
- ❖ *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Format XII

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

COMPARATIVE STATEMENT

| | | | |
|-------------------------------|--|-------------------------|--|
| Equipment Name: | | | |
| Name of Model Offered: | | Name of the OEM: | |

| Sl. No. | Description of Technical Specification as per Appendix I, Amendments if any | Compliance of the offered model with stipulated specification (Yes/No) | Remarks if any |
|----------------|--|---|-----------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Format XIII
CHECK LIST

| Name of Tenderer: | | | |
|--------------------------|---|---------------------------------------|-----------------|
| Sr. No. | Particulars | Whether included Yes/No/NA | Page No. |
| 1. | Information of bidder. Should include the information asked in Format-I | | |
| 2. | The documents proving that the Bidder is an Original Equipment Manufacturer or their principal dealers/importers for Uttar Pradesh/North Indian/India (As per Format-II) | | |
| 3. | A copy of the certificate of Incorporation, details of Board Members (if any) and resolution of the board giving authority to the concerned agent/dealer. | | |
| 4. | List of items for which bid is quoted (As per Format-IV) | | |
| 5. | Copy of e-Transfer Receipt for submission EMD with Format-V/Copy of exemption certificate (if any) | | |
| 6. | Average annual turnover statement (Format-VI) along with audited balance sheet. | | |
| 7. | The bidder or its principal manufacturer should submit Performance Certificate (not older than one year from date of publication of tender) to establish satisfactory performance of the quoted model of at least 10% of the total requirement for each schedule quoted. The Performance Certificate issued to either/both to bidder (who is not a manufacturer) or/ and to Manufacturer will be accepted”. | | |
| 8. | Documentary evidence like Purchase Orders, Contract Agreement to establish that the bidder who is not a manufacturer have experience of supplying similar medical equipment at least 10% of the total | | |

| | | | |
|-----|---|--|--|
| | requirement of each schedule quoted and the manufacturer from whom the goods are sourced have experience of supplying similar medical equipment at least 40% of the total requirement of each schedule quoted. In case the bidder is a manufacturer, the bidder should have experience of supplying similar medical equipment at least 50% of the total requirement of each schedule quoted | | |
| 9. | List of Installations of the offered model in Uttar Pradesh (government and private installations should be separately listed with name/designation of the contact person, phone number/fax/email/address along with other relevant details) | | |
| 10. | An affidavit on Rs. 100 (Non-Judicial) stamp paper consisting the following information should be submitted (Format-VII) | | |
| 11. | List of Govt. Organizations to whom bidder is an existing supplier. (As per Format-VIII) | | |
| 12. | Address, Contact number and other relevant details of Service Centre for the said equipments, in the State of Uttar Pradesh. (As per Format-IX) | | |
| 13. | Copy of Firm's PAN card | | |
| 14. | GST registration certificate | | |
| 15. | Bank Details of the Firm. (As per Format-X) | | |
| 16. | Letter of authorization/Power of Attorney for submitting bid & signing contract (As per Format-XI) | | |
| 17. | Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications (As per Format-XII) | | |
| 18. | Copy of Quality Certificate request as per the technical specification (if applicable) for the offered | | |

| | | | |
|-----|---|--|--|
| | model. | | |
| 19. | A self-attested copy/e-copy of technical literature and product data sheet. | | |
| 20. | Checklist as per Format – XIII | | |
| 21. | Integrity Pact as per Format XVIII | | |

Format XIV

CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

(To be given by consignee and the user of the item)

The following equipments has/have been received in good condition as per the technical specifications & conditions of supply order:

| | |
|---|--|
| Name of item supplied | |
| Name of the Supplier/Manufacturer | |
| Quantity supplied | |
| Purchase Order reference No. | |
| Serial Number of equipment supplied | |
| Accessories Name | |
| Serial Number of Accessories Supplied | |
| Place of destination | |
| Name and address of the Consignee along with tel. no. and fax no. | |
| Date of receipt by the Consignee/Delivery Date | |
| Date/Period of Installation | |
| Installation Location at Hospital | |
| Training satisfactorily completed Yes/No | |
| Name and Designation of Personnel Trained | |
| Date of commencement of warranty | |
| Date of expiry of Warranty | |
| Stock Book page no. where the items have been entered | |
| Whether User manual, sops and log cat | |

Note: In case of Hospital, the In-charge of the hospital concerned will be treated as consignee. In case of office (other than hospital), the office in-charge of the office would be treated as consignee.

**(Name & Signature of the
User Department)**

**(Name & Signature of the Hospital
In-Charge)**

Format XV

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

WARRANTY CERTIFICATE

(To be submitted on Firms Letterhead)

Date:

UPMSCL Supply order No : dated.....

Consignee Name with address.....

**To,
Managing Director,
UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED,
Lucknow, Uttar Pradesh.**

We the Undersignedhereby guarantee satisfactory operation of(Equipment Name with make & model name) supplied by us to you against your purchase order No.....for a period of..... *calendar months* from the date of commissioning and shall be responsible for failure of the equipment to conform to the standard of performance, proficiency, production and / or out-turn stipulated or implicit in the order and for any defects that may develop under proper use arising from the use of faulty materials, design or workmanship in the supply made and shall remedy such defects at our cost.

For.....

Station: (Signature with Name and Designation)

Date:

Company Seal

Format XVI

STICKER



**Govt. of UTTAR PRADESH SUPPLY
NOT FOR SALE**

UTTAR PRSDESH MEDICAL SUPPLIES CORPORATION LIMITED

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

Under.....Scheme

Tender no.....

Purchase Order no (UPMSCL).....

Installation Date.....Warranty End Date.....CMC Start Date.....

N.B: All the supplied unit will also have to embossed with UPMSCL logo as mentioned below.



Format XVII

BANK GUARANTEE FORM

To

The UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(Address)

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Tender / Contract no _____ dated _____ (herein after called "the contract") to supply The UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED, Lucknow Uttar Pradesh with (description of goods and supplies).

AND WHEREAS it has been stipulated by you in the said contract that the supplier will furnish you with a bank guarantee, by a scheduled commercial bank recognized by you, for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we solemnly affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We, waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder will have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s). We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED.

This Guarantee shall remain in force up to (Date), unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Format XVIII

INTEGRITY PACT

(To be given on letter head of the Supplier/bidder, as the case may be, duly signed by the authority having legal power of attorney to bind the firm/company)

1. This Integrity pact is a fidelity agreement between the Supplier (which include all their employees, agents and consultants etc. who are registered/seek registration or awarded/seek Contract(s)/Rate Contract(s) (RCs) on one hand and Uttar Pradesh Medical Supplies Corporation Ltd (hereinafter called UPMSCL) which includes all its employees/officials.
2. Under this IP, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behaviour maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of UPMSCL shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, anti-competitive practices, collusion, which are not limited to, but also include the following:
 - (a) Collusive bidding: Collusive bidding can take form of an agreement among bidders to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.
 - (b) Bid rotation: In bid-rotation scheme conspiring bidders continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
 - (c) Cover Bidding: Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the TIA.
 - (d) Bid suppression: Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.

Market allocation: Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform UPMSCL if any such activity is on. The party further agrees that he will not give any favour, bribe, speed money and gifts directly or indirectly to any employees, officials etc. of UPMSCL and will not omit any offence in contravention of relevant IPC/Prevention of Corruption Act or any Indian law in force.
4. The party hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non cash both pre, during and post procurement action and inform the UPMSCL if any such event is unfolding for which UPMSCL on assessment of the issue will refer the matter to the concerned administrative authority.
5. In case of failure or default in terms of this IP the UPMSCL will be subjected to actions prescribed under the applicable Law of the Land. Including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:
 - (a) Cancellation of Contract/Rate Contracts (RCs)
 - (b) Forfeiture of all securities and performance Bank Guarantees
 - (c) Refusal to grant any kind of contracts/RCs for further period of 3 (three) years
 - (d) Suspension and/or banning the business dealings for period upto 3 (three) years
 - (e) Any other administrative or penal actions as deemed fit.
 - (f) Action under IPC/Prevention of Corruption Act and other relevant laws of the country.
6. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of UPMSCL forming integral part of all the affairs and transactions with and in relation to UPMSCL.

Signature on behalf of Supplier Firm/Company.....

Name and designation/capacity of signatory.....

Full address of the Supplier Firm/Company.....

Seal and Stamp of the supplier Firm/Company.....

Place:

Date:

Format XIX

AGREEMENT

THIS AGREEMENT made the Day of 20.....
Between (Name and Address of **Purchaser**) represented by the Managing Director (Hereinafter “the **Purchaser**”) of one part and (Name and Address of Supplier) (Hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged Years, residing at Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited tenders for the supply of(brief description of goods and services vide tender nodatedThe supplier has submitted technical and Financial Bids and also demonstrated the technical specifications / features / other quality requirements as contained in the tender document. The **Purchaser** has finalized the tender in favour of the Supplier for the for the supply of items as follows at a rate/price mentioned there in. This contract shall remain valid upto two years from date of commencement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a. all the documents submitted by the tenderer as part of technical bid and Financial Bid;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications and other quality parameters;
 - d. the clarifications and amendments issued / received as part of the tender document
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER FOR

| Sl. No. | Brief Description of goods | Tendered Quantity | Unit Price | CAMC Price per Unit | Make and Model |
|---------|----------------------------|-------------------|------------|---------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Total Value:

Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the **Purchaser**) in the presence of Signed, Sealed and Delivered by the said..... (For the Supplier) (Signature, Name, Designation and Address with Office seal) in the presence of.....

1. (Signature, Name and Address of witness)
2. (Signature, Name and Address of witness)

Format XX

(On Non – Judicial Stamp Paper of Rs. 100/-/)

Comprehensive Maintenance Contract (C.M.C)

This Comprehensive Maintenance Contract (CMC) is made on at Lucknow by and between: (Name of Firm/Company With Address) through (hereinafter referred to as the.....(Name of Firm/Company).....which expression shall unless (repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns)

AND

Managing Director, UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED, Lucknow or his designated officer's (hereinafter referred to as the "Procuring Officer" (means user of equipments/consignee/in-charge officer of medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns):

WHEREAS:

- A- M/s.....(Name of Firm/Company).....** is inter alia, engaged in the business of marketing of equipments and apparatus/instruments manufacture by (Name of Firm/Company)..... in India and it also provides maintenance service for **Equipments & Instruments** in India;
- B- The Consignee/Procuring Officer** has asked to provide service and maintenance of Equipments installed in its premises and(Name of Firm/Company)..... has agreed to provide the services (as defined in Clause 3 below), subject to terms as contained in this Agreement.

Now therefore, in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contract follows:

- 1. Commencement:** - CMC will only be commencing after the completion of guarantee period and a written request by concerned UPMSCL/Procuring officer or his authorized officer to the firm. The UPMSCL/concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
- 2. Duration, extension and termination of this agreement:**
 - (i) This C.M.C. is the supplementary part of Original Agreement (Rate contract) No.....of this equipment or instrument.
 - (ii) The validity period of this C.M.C. is for as specified in bid document (.....years) which starts from the next day of completion of Guarantee period of Rate Contract referred in clause first above. The C.M.C Starts from.....day of.....20 and shall end on the

dated..... However, CMC may be extended for further two years by mutual subject to the same terms & conditions.

(iii) The Security deposited shall be refunded as per clause of tender document.

The Consignee/Procuring Officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of corporation/department. No compensation shall be paid to said firm for termination.

3. Scope of this contract and Services to be rendered under this contract by..... (Name of Firm/ Company)..... :

- (a) Onsite & service centre labour for carrying out preventive maintenance and repairs.
- (b) All parts require replacement shall be supplied to the Consignee by the (*Name of Firm/ Company*)under this agreement at no additional cost, during CMC period.
- (c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- (d) Routine Cleaning, lubrication, replacement of o' rings gaskets etc. for all mechanical instruments.
- (e) Routine cleaning & calibration of electronic equipments.
- (f) Spare parts are included in the CMC offer and will not be charged extra
- (g) Firms offering conditions:-

- Response time < 48 Hours after first contact
- Service hours Mon-Fri (09:30-18:00)
- Preventive Maintenance (PM)** Any Number
- Parts for Preventive Maintenance All as per requirement 95% (346 Days)
- Up time
- Breakdown All
- Technical & Applicable Support Session As required
- Demonstrations & Trainings As & when required

(h) Contact Details of service providing firm:

Full Address:

Email ID: Hotline:

Service Portal:

Toll Free Number:

(i) Exclusions of Service under this Contract:

- (a) Damages caused by or arising out of or aggravated by fire caused by sources external to the Equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations, (whether war be declared or not), civil war, revolution, insurrection, mutiny, Labour unrest, lockout, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- (b) Any work external to the Equipment covered under this contract.
- (c) This contract does not cover hardware upgrade of any kind.
- (d) All consumables as per Bid documents.
- (e) Any No. of preventive maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CMC period.
- (f) Training for the Quoted equipment/machine, if required, will be provided by the firm without any additional charges.

(ii) Limitations of Services under this contract:

- (a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included on mutually agreed terms and conditions, reduced in writing.
- (b) Parts will be replaced at the sole discretion of..... (*Name of Consignee*).....
- (c) Whenever a breakdown call is attended, then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
- (d) If required and permitted, the transportation of equipment from Purchase Officer to service centre of firm and back to Purchase Officer Site is sole responsibility of the service providing firm company.

4. Care for the equipment:

The Consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects, etc. The Consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the

equipment against damages as per the specification given in the instruction manual.

5. Price:

- (i) In consideration of (Name of Firm/ Company)..... Providing the Service (as set out in clause 2 above), the M.D., UPMSCL/Purchase office/Consignee shall pay to..... (Name of Firm/Company)..... Maintenance Contract Charges (hereinafter the “CMC Charges”) for the equipment set out in this Agreement.
- (ii) The CMC Charges specified above is inclusive of all taxes, cess is levied and charged by the appropriate governmental authority during the Term of this contract; the variation shall be borne by the Procuring Officer.
- (iii) All the defective parts/items shall become the property of..... (Name of Firm/Company).....on replacement of parts and above to be returned to (Name of Firm/Company)..... by the Procuring Officer/Consignee only if same are replaced without charges.
- (iv) No price escalation will be applicable.

6. List and rates consumables:

The (*Name & brand of equipment*)..... has the following requirement of Reagents, Consumables & Spares without which this equipment cannot be made Operational/functional. All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below:-

(a) The list of reagents & chemicals:-

| Sr. No. | Name of Regents & Chemicals | Packaging Unit | Price Rs. Per Unit | Remark |
|--------------|-----------------------------|----------------|--------------------|--------|
| | | | | |
| | | | | |
| | | | | |
| So on | | | | |

(b) The list of Consumables:-

| Sr. No. | Name of Consumable | Packaging Unit | Price Rs. Per Unit | Remark |
|---------|--------------------|----------------|--------------------|--------|
| | | | | |
| | | | | |

| | | | | |
|--------------|--|--|--|--|
| | | | | |
| So on | | | | |

(c) The list of Spares Parts:-

| Sr. No. | Name of Spare Parts of Equipment | Packaging Unit | Price Rs. Per Unit | Remark |
|----------------|---|-----------------------|---------------------------|---------------|
| | | | | |
| | | | | |
| | | | | |
| So on | | | | |

The prices of consumables may vary from time to time, therefore, above prices are not being fixed by UPMSCL with this contract. A Committee of three members comprising of hospital in- charge, specialist and the senior most accounts person of that institution will decide the reasonability of rates of reagents, consumables & spares by negotiation with the firm.

7. Payment terms:

The UPMSCL/Procuring Officer/Consignee shall make 50% payment of annual maintenance charges after completion of each six month of satisfactory service by way of Demand Draft/Account payee cheque favoring service providing firm. The remittance charges shall be borne by the firm. The Consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing CMC charges to firm.

8. Liquidated damages:

- (i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees five Hundred per day **(Varies from equipment to equipment)** if the firm didn't response after 48 hours from the time of receiving first complain. The complaint may be sent to firm by way of telephone/fax/letter or e-mail. The amount of L.D. will be directly deducted from the S.D. of the firm at the time of refund or before by way of any adjustment order.
- (ii) During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of firm.

9. Assistance for providing service:

The Procuring Officer shall give..... *(Name of Firm/ Company)*..... full access to the equipment to enable.....

(Name of Firm/Company)..... to provide service, make available to the representative of..... (Name of Firm/Company).....appropriate Procuring Officer staff who are familiar with the Procuring Officer work and provide suitable working space and facilities.

10. Location & location change:

The Location and place of installation shall be decided by the appropriate authority of Corporation. The Consignee may transport/shift any Equipment or part thereof without the express consent of..... (Name of Firm/Company)..... and asked for maintenance of equipment without any additional cost.

11. Indemnification:

Each party hereto (the “Indemnifying Party”) shall indemnify and keep the other party hereto (the “Indemnified Party”) indemnified and hold free from any harm, against all losses, expenditure, damages, costs and claims incurred or suffered by or made against the indemnified Party by reason of any breach by the indemnifying Party of any of its obligations covenants, representations and warranties.

Each party hereto shall abide by all laws, Bye-laws, rules and regulations of the Government and any other authority or local body and shall observe and perform their part of the covenants and conditions and shall attend to answer, and be responsible for all violations of any of the conditions or rules of Bye-laws. Each party hereto shall always keep and hold the other party hereto, harmless and indemnified in this regard.

12. Dispute resolution committee:

If both the parties fail to resolve any issue bilaterally then the specific point may be placed before the Dispute Resolution Committee consisting M.D., UPMSCL or their representative and concerned purchase officer. The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

13. Jurisdiction:

All actions, proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Lucknow.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day and year first hereinabove written:

Signed on behalf of the..... Signed on behalf of the.....

Signed Signed

(Authorised Signatory) (Authorised Signatory)

Name Name

Designation

Designation

Stamp

Stamp

Witness- 1

Witness- 1

Witness-2

Witness-2