**Appendix 4: Maintenance and support**

**Tender for Purchase of a new SEM with automated mineralogy analysis software:**

The tenderers are requested to use this template only for the description of the service and maintenance plan on the offered instrument, according to minimum requirement nr. 5 given by GEUS (Appendix 1, paragraph 2.1).

|  |  |
| --- | --- |
| **General information**  | **The response of the tenderer** |
| The name and the corporate form of the tenderer | [Fill out] |
| The address of the tenderer | [Fill out] |
| The contact person at the tenderer’s organisation; name and email address | [Fill out] |

The tenderers are asked below to describe their Service and Maintenance Plan, according to the minimum requirements listed in Appendix 1, paragraph 2.1, requirement 5.

The price indicated for the Service and Maintenance in Appendix 5 must fulfil the minimum requirements listed in Appendix 1 and represent the Services described here (Appendix 4). This price (Appendix 5) is also the price that will be used for the price-subcriterion during the evaluation of the tender (Appendix A).

**Requirement 5**

**Description of the Service and Maintenance plan**

Price parameter used in the evaluation of tenderer’s offer. The tenderer provides a short description of the Service and Maintenance plan that will be offered, **cf. Appendix 1, paragraph 2.1, Requirement 5.**

# Description of the service and maintenance plan

# [enter documentation; please include

\*which instrument and detectors will be serviced and maintained

\*which spare parts and consumables will be included in the service and maintenance plan and their availability at a longer time scale (>10 years)

\*the number of yearly preventive maintenance visits and the services provided here

\*the number of yearly emergency visits that are included in the price and the services that are included here

\*the response time for emergency visits

\*the quality of the telephone support

\*the software update plan

\*other items included in the service contract]

# Price list for spare parts and consumables

The tenderer is invited to give a price list for spare parts and consumables that might be necessary for GEUS to acquire within the life-time of the instrument. These items are an Optional part of the Contract.

[Please give the price list here]

# Costs of Labour, Travelling and Lodging

The tenderer is invited to give a price indication for hourly rates for labour, for travelling and lodging costs in cases where more than 2 yearly emergency visits to GEUS are necessary. These costs are an Optional part of the Contract. Prices may not exceed the maximum prices set by the Danish State cf. *Cirkulære om Satsregulering pr. 1. januar 2017 for tjenesterejser.*

[Please give a breakdown of the costs for labour, travel and lodging here]

# Maintenance and support

Maintenance and support include all items described in clause 1 of this Appendix. The maintenance and support must be given to the SEM instrument with all its detectors and all software dedicated to the instrument. This includes service and maintenance on parts that were acquired through third parties.

The maintenance and support must include the exchange of the Field Emission Gun free of charge, when necessary, following Best Industrial Practice to determine the correct time to do so. Other spare parts and consumables will be bought for prices indicated in the list in clause 2. The Customer has the right to buy spare parts and consumables elsewhere.

The Supplier undertakes to provide maintenance and support in respect of the Delivery as from the Acceptance Date. The Customer will pay fees for maintenance and support prior to the Acceptance Date.

This Contract for maintenance and support will be valid for 5 years with the possibility for extension.

Maintenance of Software and major changes to the Scanning electron microscope instrument and/or its detectors invariably includes an update of the associated Documentation, cf. clause 3.2 of the main Contract. A renewed full documentation of the software or hardware must be provided, such that in case of any unforeseen event or other reasons of whatever cause, the instrument may be serviced, maintained and updated by parties uninvolved in the production of the instrument’s hardware and software.

The Supplier must provide GEUS with at least two new copies of the relevant user manuals after a software update, conf. Appendix 1, paragraph 2.1, requirement 3.

In case of Deployment of an approved Partial Delivery before the Acceptance Date, the Supplier must provide maintenance and support in respect of the Partial Delivery.

GEUS must be supplied with unlimited free new software releases and free new version of all software for at least five years after signing the contract. The tenderer will assist in trouble shooting for bugs in software. In case of major changes in the software the Supplier offers additional training free of charge.

The Customer is not obligated to make updates by way of new Versions. The Customer may be 3 update Versions of the software in arrears without giving the Supplier the right to restrict their achievement of the service goals. In case of a further arrear the Customer may make an software update condition to further software support. Any update by way of new Versions gives Supplier the duty to take corrective action in pursuance of the maintenance plan, cf. clause 4.1.

Maintenance must be provided in accordance with Best IT Practice and Best Industry Practice by qualified personnel with knowledge of the Delivery. When providing maintenance and support, the Supplier must achieve the maturity level stated by the Supplier, cf. Appendix 2. The Supplier must guarantee the availability of spare parts for at least 10 years after signing of the contract. The supplier provides a list of all potentially relevant spare parts (Appendix 4, paragraph 2). This list may serve as a base level for price-indexation in the course of the contract period.

## Maintenance plan time limits

In case of a Fault the time limit for Supplier’s commencement of corrective action is 48 hours. A corrective action is completed upon signing of a repair acceptance form after remediation of the Fault by the Customer.

The Supplier includes at least 2 free remediation visits per year, where a delegated from the Supplier will restore the instrument, or its detectors or software in case of a malfunctioning. The tenderer pays for labour, travelling and lodging costs during these visits. The costs for additional remediation visits are billed to GEUS following the prices in clause 3.

The classification of a Fault depends, in particular, upon whether the Fault is critical to the performance of the Customer’s tasks, and whether the Fault may be worked around. Work-around means, e.g., use of other and/or additional entries or functions and the Customer’s use of changed work processes.

Faults are classified jointly by the Parties in connection with the Customer’s report on the Fault. In case of disagreement as to classification of the Fault, the provisions of clause 14.3 of the main Contract will apply. Pending a resolution of the disagreement as to the reported Fault, the Supplier must remedy the Fault in relation to the Customer’s classification.

The time limits for commenced and completed corrective action start to run on the date when the Supplier has received the Customer’s exhaustive complaint, until the date when the Supplier has commenced corrective action or has remedied the Fault and has notified the Customer accordingly. If the Supplier uses remote diagnosis by agreement with the Customer, any corrective action will be deemed to have been commenced at the date when the Supplier has established or attempted to establish the agreed connection.

The Supplier offers free telephone support during office hours.

## Performance

The Supplier schedules at least one yearly preventive maintenance visit, during with the instrument and its detectors and software are recalibrated and serviced. Corrective action and other maintenance work must be planned and performed so as to cause the least possible inconvenience to the Customer.

In case of maintenance work carried out at the Supplier’s instance, and where it has not been determined in advance when the Supplier is to carry out maintenance, the Customer must, if possible, be given not less than 10 Working Days’ prior notice thereof. However, the visit must be scheduled including GEUS preferences when determining the optimal time slot.

The Customer may demand that maintenance work be carried out outside the Customer’s business hours. In that case, the Customer will pay an additional charge in accordance with Appendix 5, irrespective of the cause of the maintenance work.

If maintenance work requires the Customer’s use to be interrupted in full or in part, the Supplier must obtain prior permission from the Customer to do so. If the Customer refuses to grant such permission immediately following the Supplier’s request, this shall be deemed to constitute a postponement of the maintenance work in question at the Customer’s request. If the postponed maintenance gives rise to a failure to achieve service level goals, or any other requirements, the Supplier will not be liable therefor during the postponement of the maintenance.

In the course of corrective action, the Supplier must keep the Customer informed of the progress thereof on a daily basis.