



ZIQITZA HEALTH CARE LIMITED

**Tender for Supply and Installation of Desktops, Netbooks,
Laptops ,Antivirus, Storage, IT Installation, Networking and
Commissioning for the Control and Dispatch Centre at
Bhubaneswar, Odisha**

**Ziqitza Health Care Limited
Plot No 288, Satya Nagar
Near Satya Nagar Post Office,
Bhubaneswar, Pin – 751007
www.zhl.org.in**

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Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of Ziqitza Health Care Limited (ZHL), or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the ZHL or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for ZHL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. ZHL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

ZHL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

SECTION 1 - NOTICE INVITING TENDER

Sealed Tenders are invited by Ziqitza Health Care Limited (ZHL) on behalf of Department of Health and Family Welfare , Government of Odisha from the registered bodies for procurement of the following items as per details given below:-

Desktops, Laptops, Netbooks, Antivirus, Storage, IT Networking, Installation and Commissioning

Tender No and Date	ZHL-RFP-003 Dated July 18,2017
Items to be procured	Desktops, Laptops, Netbooks, Antivirus, Storage, IT Networking, Installation and Commissioning
Date and Time for Submission of Tender Documents	5:00 PM 24 th July,2017
Date and Time of Opening of Technical Proposal	11:00 AM 25 th July,2017
Date and Time of Technical Presentation	11:00 AM 25 th July,2017
Venue for the above	Ziqitza Health Care Limited, Plot No.288, Satya Nagar, Bhubaneswar, Khurdha, Odisha-751007
Date of opening of Financial proposal	04:30 PM 25 th July,2017

The RFP document can be downloaded from www.zhl.org.in up to 17:00 Hrs of 24th July,2017

SECTION 2 - ELIGIBILITY CRITERIA

1. The Bidder should be registered body under the Companies Act or any other Act of State Government or Government of India for at least two years as on the date of submission of the Proposal/Bid.
2. A bid may come from a single bidder having a minimum average annual turnover of Rs. 1 crore for last two financial years. The bidder must attach audited accounts or certificate duly certified by Chartered Accountant for last two years as supporting documents.
3. An affidavit (on non-judicial stamp of Rs 100/-) to the effect that the bidder/proposer has not been blacklisted in the past by any of the State Governments across the country or Government of India and that it will not form any coalition or cartel with the other bidder/proposer. The Bidder should not have been black listed by any State or Central Govt.Institutions or disqualified by any of its clients on account of non-fulfillment of contract for supply/maintenance, Malpractices, cheating or any related issues.

SECTION 3 - INSTRUCTIONS TO BIDDERS

1. Definitions

“Service Provider” means Ziqitza Health Care Limited having its registered office at 401/B, Niranjana building, Marine Drive, Mumbai 400 002

“Purchaser” means Department of Health and Family Welfare, Government of Odisha

“Supplier” means Successful Bidder(s), to whom the contract is awarded

“Bidder” means those who submit the bid.

2. General Instructions to Bidders

a. An affidavit to the effect is to be submitted by the bidder that it has not been blacklisted in the past by any of the State Governments across the country and Government of India and that he will not form any coalition or cartel with other bidder.

b. The bidder to inform himself fully. The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least a week before the date for submission of the bids.

c. Cost of the RFP Document

The Cost of the RFP Document – Rs 10000+ Service Tax (Rs. 1,450) should be remitted by way of a Demand Draft/Bankers’ cheque payable in favour of Ziqitza Health Care Limited, Mumbai along with the bid documents.

d. Clarification of Bidding Documents

Issues relating to the project received in writing before 7 days from the submission due date will be scrutinized and clarified by e-mail.. Queries to be sent to odishatender@zhl.in. Queries received after this due date will not be entertained. However, at any time prior to the date for submission of Proposal. ZHL may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda and convey to the persons who have purchased the RFP document. The addenda would also be placed on the website- ‘www.zhl.org.in’. Such addenda will become an integral part of the RFP document. Queries received after this deadline will not be entertained.

- e. Incomplete Proposals in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- f. Strict adherence to formats, wherever specified, is required.
- g. All communication and information should be provided in writing and in English language.
- h. All communication and information provided should be legible. The financial proposals given in figures should be mentioned in words also.
- i. No change in/or supplementary information shall be accepted once the Proposal is submitted. However, ZHL reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by ZHL may be a ground for rejecting the Proposal.
- j. The Proposal shall be evaluated as per the selection criteria specified in this RFP Document.
- k. Technical evaluation of the items tendered will be done by a Technical Committee constituted by the Service Provider and the Purchaser. The Technical evaluation criteria is as given below:

Sl.No	Criterion	Maximum Marks	Marks obtained
1.	Experience of the Firm a) One year experience – 10 marks b) Two years and more – 20 marks	20	
2.	No of similar projects handled by the bidder in the last two years 1 project: 10 marks 2 projects and more: 20 marks	20	
3.	Experience of key personnel	20	

4.	Technical presentation including Solution offered	40	
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Financial bid opening shall be done for only those applicants who score atleast 70 marks in technical evaluation. The selection of Supplier shall be on L1 basis. During the technical evaluation process it is expected that at least three parties will be shortlisted to ensure competitive financial bidding. Thus, where a minimum of three parties fail to qualify for financial evaluation, then the eligibility criteria of 70 points in the technical scoring may be relaxed only to the extent that three parties finally get selected during the technical evaluation.

The Shortlisted bidders will have to make a presentation covering the following topics:

1. Brief Company profile, local presence, associates, major clients & projects etc.
 2. Experience and capabilities of conducting similar assignments
 3. Understanding of assignment along with methodology indicating broad scope of work and road map
 4. Proposed Key Personnel along with Team Leader and Manpower commitment
 5. IT Architecture with detailed flow charts
- l. The Bidder should designate one person ("Contact Person" who shall also be the "Authorised Representative and Signatory") authorized to represent the Bidder in its dealings with ZHL. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the authorized Signatory and shall bear the stamp of the firm/consortium.
- m. ZHL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.
- n. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. ZHL reserves the right to vet and verify any or all information submitted by the Bidder.
- o. If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by ZHL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion and satisfaction of ZHL.

- p. The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process. ZHL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- q. The Bidder shall seal the Technical Proposal and the Financial Offer separately in two envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”. These envelopes shall than be sealed in single outer envelope.
- r. The Bidder shall prepare (1) one original and (1) one copy of the Proposal, clearly marked “ORIGINAL” and “COPY” respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.
- s. The Proposal, both the original and the copy shall be typed or written in indelible ink and an authorized signatory of the Bidder or Individual, as applicable. Shall initial each page. Each page should be duly page numbered and an index of the contents should also be made on the first page. The person(s) signing the Proposal shall also initial all the alterations, omissions, additions, or any other amendments made to the proposal.
- t. Sealing and Marking of Envelopes
 - i. The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in a single outer envelope.
 - ii. Each envelopes, both outer and inner, must be super-scribed with the following information:
 - iii. Name and Address of Bidder
 - iv. Contact person’s name and phone numbers
 - v. Proposal for the Project “Odisha Emergency Medical Ambulance Services”:
 - vi. If the envelope is not sealed and marked as instructed above, ZHL assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of ZHL, be rejected.
- u. Earnest Money Deposit & Security Deposit:

The bidder shall deposit Earnest Money Deposit (EMD) amounting to Rupees Five Lacs Only (Rs.5.0 lacs) in the form of a Demand Draft/Bankers Cheque in favour of “Ziqitza Health Care Limited” payable at Mumbai, along with the bid. In the absence of the EMD, technical proposal of the bidder shall be rejected. The earnest money shall be forfeited in case the bidder withdraws or modifies the offer after opening of the bid but before acceptance of the bid or he does not execute the agreement and deposit security

deposit within specified time. Earnest money of unsuccessful bidders shall be refunded soon after final acceptance of the bid and of the successful bidder shall be returned after the security deposit is furnished.

The bidder whose proposal is accepted and award issued shall have to deposit Security Deposit within 15 days of award of contract, of an amount equal to 10% of the bid value in the form of a Bank Guarantee. The Performance Security shall be returned to the suppliers on successful completion of contract after the expiry of the period covered under standard warranty and submission of performance security in the name of the Service Provider for an amount equal to 10% of the annual value of the AMC Contract as per financial bid.

- v. Earnest Money/Security deposit is for due performance of the contract. It can be forfeited by the ZHL in the following circumstances-
 - i. When any terms or conditions of the agreement are infringed.
 - ii. When the Supplier fails in providing the services satisfactorily.
 - iii. Notice will be given to the bidder with reasonable time before the earnest money / security deposit is forfeited.
- w. A copy of the RFP Document sealed and signed in all pages by the applicant.

SECTION 4 – SCHEDULE OF REQUIREMENTS

Sr.No	Item	Quantity
1	Desktop	28
2	Laptop	06
3	Netbook	14
4	Client license required for Symantec endpoint protection 12.1	50
5	Existing SAN Storage need to be upgradable to its maximum capacity, with installation & configuration	900GB * 40 hdd approx.. as per present vacant bay which will increase the storage to another 30 TB approx
6	SAN Storage	40 TB SAN Storage, which can be scalable up to 100 TB, along with SAN switch with modules, fibre cables and supporting accessories and had to be integrate with existing SAN Storage (Existing SAN Model – DELL Powervault MD3660F)

SECTION 5 – TECHNICAL SPECIFICATIONS

As per Annexure A

Items	Specifications
Desktop	Intel® Core™ i3-3220 CPU @ 3.30GHz 3.30GHz, RAM 4GB, 500GB HDD, 18.5" LED Screen, Dual graphics cards, USB Key board & Mouse, Windows 7 Pro 64 Bit with MS office 2010 business edition, 24x7 support.
Laptop	Intel® Core™ i5-3210M CPU @ 2.50GHz 2.50GHz, RAM 4GB, 320 GB HDD, 14" LED Screen, Windows 7 Pro 64 Bit, with MS office 2010 business edition, Battery backup 4 hours above, Bag pack, 24x7 support.
Netbook	Intel Celeron 2.16 GHz, RAM 2GB, 500GB HDD, 11.5" LED Screen, Windows 7 Pro 32 Bit, with MS office 2010 business edition. Bag pack, Battery backup 5 hours and above, 24x7 support.

SECTION 6 – GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Standards

The goods supplied under this contract shall conform to the standards/specifications prescribed in Section – 5 of this document.

2. Patent rights

The Supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

3. Inspection and Test

On delivery, the Service Provider and the Purchaser shall jointly inspect the material supplied for conformance of specifications , quality and issue an Inspection Certificate.

4. Delivery

- a. Delivery of the goods and services shall be made in accordance with the terms of this RFP and the actual delivery schedule given in the Purchase Order
- b. All technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Suppliers at no extra cost.

5. Training (Where required)

The supplier should provide hardware documentation, protocol documentation (Wherever applicable) and provide 3 tier training user, administration and trouble shooting.

6. Incidental Services (Where required)

The Supplier may be required to provide all or any of the following services:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied goods;
- b. Furnishing of tools required for assembly and/or maintenance of supplied goods;
- c. Design Document:-

The supplier should provide site planning, site design, document along with the tender which should include high availability architecture, no single point of failure (Redundancy).

7. Warranty

The Supplier warrants that:

- a. The Supplier should provide onsite Standard Company warranty of at least 3 years.
- b. The goods supplied shall be new and free of all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials ordered.
- c. The Supplier shall be responsible for any defects that may develop under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of materials to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Service Provider who shall state the defect in writing. This warranty shall survive inspection or payment for/and acceptance of the goods, but shall expire (except in respect of complaints notified prior to such date) 60 months after the delivery of the material.
- d. If any defect is not remedied by the Supplier within a reasonable time, the Service Provider may proceed to get the defects remedied from other Supplier etc at the Suppliers risk and expense, but without prejudice to any other defects which the Service Provider may have against the Supplier in respect of such defects.
- e. Replacement under the warranty clause shall be made by the Supplier free of all charges within 4 hours of communication of the default.
- f. Uptime of material supplied should be maintained at 99.95%. The Supplier to provide one L1/L2/L3 (whichever is applicable) support personnel on 24x7 basis for the entire warranty period for servers/storage/firewall's only. Remote support by way of e-mail, telephone etc to be made available at all times.

8. Payment Terms

- a. Payment shall be made by the Service Provider after 60 days of receipt of goods by the Service Provider subject to the Service Provider receiving the payment from the Government of Odisha. The following documents have to be submitted to the Service Provider for claiming the payment.
 - i. Invoice clearly indicating the break up details of composite price i.e. Basic price, Excise Duty, Sales Tax or any other duties and taxes, Freight/Packing Charges, Insurance, Service Tax etc
 - ii. Delivery Challan
 - iii. Proof of payment of Entry Tax/Octroi , if any

- iv. Goods Carrier Receipt
- v. Inspection Certificate. Proportionate deductions will be made in case of part deficiencies/shortages.

9. Prices

- a. The Supplier shall not charge higher than the prices quoted in the bid for the goods delivered and services performed
- b. The prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- c. In case of increase in taxes and duties during the scheduled delivery period, the Service Provider shall revise the prices as per new duties and taxes for the supplies to be made during the remaining delivery period as per terms and conditions of purchase order.
- d. The price offered in the proposal should be inclusive of all costs and taxes, including transit insurance, freight for delivery at Bhubaneshwar, Odisha.
- e. The name of the Purchaser and the name of the consignee along with the exact quantity to be delivered and the schedule of delivery will be given on the Purchase Order for the purpose of invoicing of the consignment. There may be slight variations in the actual quantity ordered and the quantities mentioned in the RFP Document for which the bid prices will hold good.

10. Special Condition

If at any point before settlement of the claims, it is found that a similar product is available at DGS&D price from the Government of Odisha or any other source, then the price paid for the product will be lower of DGS&D Price or the bid price.

The prices quoted for the items mentioned in the RFP document cannot be more than the MRP of the product.

The tender can be cancelled at any point of time without assigning any reason thereof.

11. Liquidated Damages

If the Supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the Service Provider, without prejudice to other remedies available to the Service Provider shall be entitled to recover Rs 200,000 for every day of default.

12. Force Majeure

Notwithstanding the provisions of Termination for Default and Penalty clauses, the Supplier shall not be liable for forfeiture of its Security Deposit, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.

Force majeure shall mean and be limited to the following:

- a. War / hostilities
- b. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the Supplier.

13. Termination

The Service Provider may at any time terminate the contract by giving written notice of 7 days to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.

The Service Provider may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part,

If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, or any extension thereof granted by the Service Provider;

If the Supplier fails to perform any other obligation(s) under the Contract; and

If the Supplier does not remedy his failure within a period of 15 days after receipt of the default notice from the Service Provider.

In the event that the Service Provider terminates the contract in whole or in part, the Service Provider may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchase for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

14. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

- a. Amicable Settlement

Performance of the contract is governed by the terms and conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the scope of work, the clauses of payments etc.

In such a situation, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt.

b. Resolution of Disputes

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in Mumbai, Maharashtra and the language of the arbitration proceeding shall be in English and that of all documents and communications between the parties shall be as per directions of Arbitration Tribunal.

The decision of the majority of arbitrators shall be final and binding upon both the parties. The expenses of the arbitration as determined by the arbitrators shall be borne by party/parties as per directions of Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

15. Court Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Bhubaneshwar/Mumbai only.

SECTION 7- ANNEXURES TO BE ATTACHED ALONG WITH THE TECHNICAL PROPOSAL.

Annexure 1 – Bid Form

To,

Chief Executive Officer

Ziqitza Health Care Limited

Mumbai

Re: Tender No dated

Dear Madam,

1. Having examined the conditions of contract as in the Bid Document and specifications including Addenda Nos (if any), we the undersigned, offer to supply and deliver the tendered items of store in conformity with specifications and other terms and conditions for the sum quoted in the Financial Bid/financial offer.
2. We undertake, if our Bid is accepted, to commence supplies within 7 days from the date of issue of the Purchase Order and to complete delivery of all the ordered items specified in the contract within 60 days of the date of issue of the Purchase Order.
3. If our bid is accepted, we shall furnish the Security Deposit for a sum equal to 10% of the contract value for due performance of the contract.

Signature and Seal of the Bidder

Date

Place

Annexure 2– Bidders’ Information

S.No	Particulars	Details
1	Name of the Project	“Emergency Medical Ambulance Service in Odisha” (Phase II)
2	Name and address of the Organization responding to RFP <ul style="list-style-type: none"> • Telephone No with STD • Fax Number • E-mail address, if any • Name and Designation of Contact person 	
3	Date of incorporation of the business	
4	Registration no and date	
5	Proposal Addressed to	
6	Reference of Notice inviting for RFP	
7	Authority for signing and submitting the document <i>(Power of Attorney, Resolution of the organization etc.)</i>	
8	Documents enclosed in support of the Request- As per index attached Total no of pages	

Signature and Seal of the Bidder

Annexure 3 – Annual Turnover Statement

The Annual Turnover of M/s _____ for the past two financial years is as given below:

Sl.No	Year	Amount
1	2015-2016	
2	2016-2017	
Total		
Average turnover		

Signature and Seal of Bidder.

Certified by Chartered Accountant.

Annexure 4 – Proforma for Performance Statement

Name of the firm:

Sl.No	Name and address of the Client	Items Supplied	Period of Supply	Quantity Supplied	Value of Supplies	Certificate from Client Enclosed (Y/N)

*- Please enclose performance certificates which will help prove qualification under the eligibility criterion.

Signature and Seal of the Bidder

Annexure 5 – Financial Bid

Sl.No	Item	Qty	Brand	Make	Country of Origin	Model Number	Price per Unit	Total Cost (A)	AMC for the period which is not covered by standard warranty (B)
1	Desktop	24							
2	Laptop	10							
3	Netbook	15							
4	Antivirus	49							
5	Storage or Back Up Device	1							
6	IT Installation, Networking and Commissioning								

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Total (A) + (B) (In Figures and Words)

Signature and Seal of the Bidder

Notes:

- 1) The rate quoted against each item should be inclusive of all taxes, entry taxes, duties, freight, insurance etc at the point of delivery i.e. Bhubaneshwar, Odisha. However, at the time of billing, the basic price, VAT and Service Tax should be mentioned separately
- 2) The Bidders are advised to study the Scope of Work carefully and quote the price accordingly.
- 3) The Supplier shall be required to maintain the items for a period of five years from the date of completion of the delivery. The Service Provider shall enter into a separate contract for the Annual Maintenance of the items at the rate quoted in the bid. The landed price per unit (excluding Odisha VAT) and including standard warranty and AMC charges for comprehensive maintenance contract shall be the criteria for determining the L1 rate. However the order will be placed only for the cost of the equipment. For AMC the rates will be frozen and the bidders will enter into AMC separately with Service Provider after the expiry of warranty.

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Annexure 6 – After Sales Service Network in Odisha

Name of the Item	Name and Agency of the After Sales Service Provider in Odisha	Phone/Fax/Email

Signature and Seal of the Bidder