

TATA MEMORIAL CENTRE - ACTREC

Annexure 1

(To be submitted along with technical bid.)

MANUFACTURER'S AUTHORISATION FORM

Director,
TMC- ACTREC
Kharghar, Navi Mumbai 410210

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):
_____ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Sincerely Yours

[Signature with date, name and designation]

For and on behalf of Messrs _____

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

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Annexure 2

(To be submitted along with technical bid.)

Quality Statement

- 1) Tender Reference No.:
- 2) Name and address of the Tenderer:
- 3) Name of the Original Equipment Manufacturer (OEM)
- 4) Contact Details of OEM
 - a) Full address
 - b) Telephone/Mobile number
 - c) Fax number
 - d) E mail ID
- 5) Location of Manufacturing Units:
- 6) Manufacturing process details:
- 7) Total annual turn-over (value in Rupees)
- 8) Quality control arrangement details
 - a) for incoming materials and bought-out components
 - b) for process control
 - c) for final product evaluation
- 9) Test certificate held
 - a) type test
 - b) BIS/ISO certification
 - c) Others specify
- 10) Details of service center in India

Signature and seal of the Tenderer

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Annexure 3

(To be submitted along with technical bid.)

PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the Manufacturer : _____

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate on the letter head of the Client with cross reference of order no. and date in the certificate. It should be supported with a proof for receipt of payment/LC document/ TDS certificate.**

The purchaser at their discretion can seek verification from the referees.

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Annexure 4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

Director,
TMC- ACTREC
Kharghar, Navi Mumbai 410210

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a nationalized/ commercial bank recognised 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 hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total 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 hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further 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.

This guarantee shall be valid up to 12 months from the date of Notification of Award i.e. up to ----- (indicate date)

.....
(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

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Annexure 5

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To,

Director,
Tata Memorial Centre- ACTREC
Kharghar Navi Mumbai 410210

Sub: Tender No.....

Dear Sir,

We the tenderer having bid in the above mentioned tender hereby guarantee the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 5 years after the warranty period of 1 year and 10 years spares thereafter in case asked for by the purchaser.

We further clarify that for the first year after completion and handing over i.e. warranty period of 1 year, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

If awarded the contract we will provide the list of spares and indicative costs frozen for the 5 years after the warranty period in INR.

Authorized Signatory
For & on behalf of M/s....

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Annexure 6

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No _____ dated _____

(b) Description of the equipment(s)/works: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway
Receipt/ Goods Consignment Note no _____ dated _____

(f) Name of the vessel/Transporters: _____

(g) Name of the Consignee: _____

(h) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

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The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

- **The supplier has fulfilled its contractual obligations satisfactorily**
Or
- **The supplier has failed to fulfil its contractual obligations with regard to the following:**
 - He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
 - He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
 - The supplier as specified in the contract has not done training of personnel.

The amount of recovery on account of non-supply of accessories and spares is given under Clause 2.34 of special condition of contract.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as per the liquidated damages clause as specified in the tender.

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

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Annexure 7

(To be submitted along with technical bid.)

PROFORMA OF GUARANTEE FOR OPERATION AND COMPREHENSIVE MAINTANENCE CONTRACT

To,

Director,
Tata Memorial Centre- ACTREC
Kharghar Navi Mumbai 410210

Sub: Tender No.....

Dear Sir,

We the tenderer having bid in the above mentioned tender hereby agree for Operation and Comprehensive Maintenance which will be as quoted/negotiated with no escalation for 5 years after warranty. ACTREC reserves the right to exercise the option of AMC/CMC as per perceived needs.

Authorized Signatory
For & on behalf of M/s....
