Annex 2.1 Contract document for the procurement of clinical and biomedical engineering equipment

between

Oslo University Hospital Health Authority and **Supplier**

Hereinafter called the **Client**

Hereinafter called the **Supplier**

The Client's project: 76569 RH KIT Institutt for indremed forskning Partikkelteller
"Doffin: date announced/tender no."

The Supplier's offer/quote:

Contents:

1 The contract concerns

<Description of the product for which a procurement contract is being entered into>.

Scope of the delivery:

<Name of product 1>	<Quantity>	<Price 1>	excl. VAT.
<Name of product 2>	<Quantity>	<Price 2>	excl. VAT.
<Name of product 3>	<Quantity>	<Price 3>	excl. VAT.

Total:		<Total price>	excl. VAT.
	25% VAT.	<VAT>	
		<Total price>	**incl. VAT.**

Place of delivery

Oslo universitetssykehus HF, Rikshospitalet, Oslo

2 Contract – contract document and annexes

This contract document is the main document in the collection of documents which comprise the *Contract*.

The contract document is based on the provisions of the "General Conditions for the Procurement of Biomedical Equipment Oslo University Hospital Health Authority", annex 2.2 (General Conditions). In the case of any disagreement between the General Conditions and this contract document, the wording of the contract document is to apply.

The following are annexes to this contract document:

The Supplier's tender letter

2.2: General Conditions

2.3: Price Form (filled in)

2.4: Requirements Form (filled in)

2.5: Other documents (such as brochures, drawings) <delete if not applicable>

2.6: Change annex <delete if not applicable>

In addition, there will be a written order or written orders for each delivery to be made to the Client.

Conflict:

In the case of any conflict between the procurement contract's documents, the documents are to apply in the following order:

1. 2.6: Change annex
2. The contract document
3. 2.2: General Conditions
4. 2.3: Price Form (filled in)
5. 2.4: Requirements Form (filled in)
6. Tender letter
7. 2.5: Other documents

In the case of factors not covered by the procurement contract, the Act relating to the sale of goods of 13 May 1988 no. 27 (Sale of Goods Act) applies.

3 Order(s)

No equipment shall be delivered until the Supplier has received a written order from the Client. One or more written orders from the Client to the Supplier giving specific information on what is to be delivered ("what, where, when") will accompany each contract document. A signed contract document is not to be regarded as a written order.

4 Delivery terms

The entire delivery shall be made together on the agreed delivery date (stated in the order document). In the case of a delivery to various locations in the Oslo University Hospital Health Authority, or a delivery at different times, several orders may be issued. All the deliveries shall be delivered freight paid to the user site (room/department), fully assembled and ready for use. All transport in shall take place in accordance with the Client's further instructions but shall be carried out by the Supplier. The Client will not normally be able to make storage place available. Any use of the Client's transport materials (pallet truck/jack, etc) must be agreed on in advance.

4.1 Delivery/assembly

The delivery is based on DDP INCOTERMS 2020, i.e. freight paid, fully installed and commissioned.

4.2 Trial period operations

☐ The equipment is procured without any trial period

☒ A three-month trial operation period applies to the equipment

4.3 Guarantee

☐ A one-year guarantee applies as from the take-over date

☐ A two-year guarantee applies as from the take-over date

The guarantee covers work, materials, transport, repairs and manufacturer-specific preventive maintenance, as well as all the other costs of carrying out the guarantee obligations.

4.4 User training

☐ The equipment is procured without user training

☒ The equipment is procured with the user training described below

The Supplier undertakes to provide expert assistance and tuition and to ensure that arrangements are made for training in accordance with the buyer's requirements and specifications so that the buyer is given sufficient knowledge to operate and maintain the equipment in a safe and effective manner.

The training of users and super-users is stated in the reply to the requirement specification and the Supplier's training plan.

4.5 Training for clinical and biomedical engineering personnel (service course)

☒ The equipment is purchased without any training/service course.

☐ The equipment is purchased with the training/service course stated below

The technical training for clinical and biomedical engineering personnel (service course), including a specification of the number of course places, is described in the reply to the requirement specification and the Supplier's training plan.

Technical training for clinical and biomedical engineering personnel (service course) is included in the procurement cost. All the expenses relating to the specified number persons shall be covered, including course fees and travel and accommodation costs in accordance with the Norwegian government rates.

5 Interface

The Supplier is responsible for all interfaces in connection with its deliveries and assembly work. In this context, an interface shall be understood to be an area (technical, geographical, organisational, etc) where two or more parties are to cooperate and agree on a common solution in order to achieve a satisfactory result for the end-products/systems.

In this context, the Supplier shall carry out interface clarifications with all Suppliers/contractors/designers involved in the project in question. This also includes all the relevant authorities and external suppliers.

The Supplier is responsible for identifying all the interfaces it will have with other players throughout the project. In addition, the Supplier shall actively ensure it helps to specify the interface and ways to resolve interface problems. If the Supplier needs additional information from other interface players, it must request such information without undue delay.

The Supplier shall provide all the relevant information on its products that other contractors depend on to carry out their deliveries.

Should a situation arise in which a lack of an interface clarification may lead to a delay in the delivery and/or work, the Supplier shall immediately notify the Client of this.

All the Suppliers costs relating to handling interfaces shall be included in the delivery.

6 Payment

Unless otherwise agreed, payment shall take place in accordance with the following conditions:

☐ 100% of the order amount may be invoiced when the delivery/inspection of the delivery upon arrival has been approved by the Client.

☒ 80% of the order amount may be invoiced when the delivery/inspection of the delivery upon arrival has been approved by the Client.

20% of the order amount may be invoiced when the take-over has been approved and the take-over minutes have been signed by both parties. This normally takes place after the end of the trial operations period (stated in clause 4.2).

7 Invoicing

Refer to the order document.

8 Project execution/milestone plan

The following main milestones apply to this delivery:

Approved delivery/equipment commissioned:

Approved trial operation period:

Any breach of these milestones will trigger liquidated damages (ref. General Conditions, clause 9.3.2).

The Supplier is obliged to attend any meetings which are necessary for the proper carrying out of the delivery. The costs of attending such meetings are to be covered by the Supplier unless otherwise especially agreed on with the Client.

9 Information before a service visit

The Clinical and Biomedical Engineering Department's Service Unit (MTV Service) must always be contacted before carrying out maintenance or repair activities. If the user department contacts the Supplier, the Supplier must always inform MTV Service of this before a visit takes place. If MTV Service is not contacted, the Supplier undertakes to return within two (2) working days, without debiting the Client, to go over what has been done.

10 Approved subcontractors

The following subcontractors are approved by the Client:

Subcontractor:	Task:

11 The parties' representatives

	Client	Supplier
Full company name, postal and street address:	**Oslo University Hospital Health Authority**	**Company name**
	Postboks 4950 Nydalen NO-0424 OSLO	Postal address Postcode and town
Organisation no.:	993 467 049	Org.no.
Tel.:	**02770**	Switchboard
Website:	www.oslo-universitetssykehus.no	www.tilbyder.no

Client's contact person:	Contact person 1 (main contact person for contract)	Contact person 2 (if relevant)
Clinical and Biomedical Engineering Department (MTV), Strategy and Procurement	Title: Prosjektleder Frank Sætre Tel.: 40204775 Email: fse@ous-hf.no	
Supplier's contact person:	**Contact person 1** (main contact person for contract)	**Contact person 2** (if relevant)
Supplier	Title First name Surname Tel.: Email:	Title First name Surname Tel.: Email:
User Department's contact person:	**Contact person 1**	**Contact person 2** (if relevant)
User Department	Title First name Surname Tel.: Email:	Title First name Surname Tel.: Email:
MTV Service Department's contact person:	**Contact person 1**	**Contact person 2** (if relevant)
Clinical and Biomedical Engineering Department (MTV), Service Department	Title First name Surname Tel.: Email:	Title First name Surname Tel.: Email:
Other contact persons:	**Contact person 1**	**Contact person 2** (if relevant)
State a hospital department or other party	Title First name Surname Tel.: Email:	Title First name Surname Tel.: Email:

The contract will be digitally signed in Mercell