Bidding Documents for Rate Contract for Supply, Installation, Wiring, Testing and Commissioning of Intercom and CCTV at Government Medical Colleges and Hospitals in Bihar

Bid Reference: BMSICL/2014-15/MC-019

Bihar Medical Services and Infrastructure Corporation Limited 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna (Bihar) India

Bihar Medical Services and Infrastructure Corporation, Limited, Patna. 5th Floor Biscomaun Bhavan Gandhi Maidan, Patna (Bihar) India

Telephones: 0612-2219634 Fax: — e-mail:

INVITATION FOR BIDS FOR RATE CONTRACT FOR PROCUREMENT OF INTERCOM AND CCTV

BID REFERENCE : BMSICL/2014-15/MC-019

DATE OF COMMENCEMENT OF : 30th June 2014 SALE OF BIDDING DOCUMENT

PRE BID MEETING : 8TH July 2014 at 1:00 PM

LAST DATE FOR SALE OF

BIDDING DOCUMENT : 23rd July 2014 till 5:00 PM

LAST DATE AND TIME FOR

RECEIPT OF BIDS : 24th July 2014 till 1:00 PM

TIME AND DATE OF OPENING : 24th July 2014 at 3:00 PM

PLACE OF OPENING OF BIDS : Bihar Medical Services & Infrastructure Corporation Limited,

5th Floor, Bisomaun Bhavan,

Gandhi Maidan, Patna 800001. Bihar

ADDRESS FOR COMMUNICATION : Bihar Medical Services & Infrastructure Corporation Limited,

5th Floor, Bisomaun Bhavan,

Gandhi Maidan, Patna 800001. Bihar

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INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, WIRING, TESTING & COMMISSIONING OF INTERCOM AND CCTV AT GOVT. MEDICAL COLLEGES AND HOSPITALS IN BIHAR

Managing Director, Bihar Medical Services And Infrastructure Corporation Limited 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna-800001 (Bihar)

Bid Reference No.: BMSICL/2014-15/MC-019 Date: 30th June 2014

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) on behalf of Governor of Bihar, invites sealed bids from manufacturers or their authorized dealer / distributor / sole selling agent (having authorization in the format (Form-6) given in the bidding document) for Supply, testing, Demonstration, Installation and Commissioning of Medical Equipment and related services as listed below:-

Sl. No.	Name of the Equipment	Delivery Schedule (Days)	EMD in RS.
1.	INTERCOM	45	2,00,000/-
2.	CCTV	45	2,00,000/-

- 2. Interested bidders may obtain further information from and inspect the bidding documents at the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna-800001, Bihar.
- 3. The Bidding Document may be purchased from the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna-800001, Bihar (Name and address of Purchaser), from 30th June 2014 to 23rd July 2014 during office hours, from 10:00 hrs to 17:00 hrs on all working days either in person or by post.
- 4. A complete set of bidding documents may be purchased by interested bidders upon submission of a written application to the address given in para 2 and upon payment of a nonrefundable fee of Rs. 5,000/- in the form of a cash or Demand Draft in favor of Bihar Medical Services and Infrastructure Corporation Limited. The tender document can also be downloaded from the website: www.bmsicl.gov.in Such bidders are required to submit non-refundable tender document cost in the form of Demand Draft in favour of Bihar Medical Services and Infrastructure Corporation Limited.
- 5. The biding documents requested by mail will be dispatched by registered post / speed post / courier service on payment of an extra amount of Rs. 500/-. The Purchaser will not be responsible for postal delay, if any, in the delivery of the bidding documents or of the non-receipt of the same
- 6. Bidders are free to quote for any or all of the items listed in the schedule of requirements and the evaluation of bids will be conducted on per item basis. The bidder must quote at least for the full quantity of one schedule.
- 7. The bids must be submitted/delivered at the address given in para 2 on or before 13.00 hrs. on 24th July 2014. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
- 8. Pre-bid meeting shall be organized at the purchaser's office given at para 2 on 08th July 2014 at 01:00 PM for **Schedule no 1 to 14**. In the Pre-bid meeting, the prospective bidders may clarify any issues related to the terms, conditions and technical specifications given in the bidding documents.
- 9. Bids will be opened in the presence of bidder's representatives who chose to attend at Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor Biscomaun Bhavan on 24th July 2014 at 03:00 PM
- 10. Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.

11.	In the event of the date specified for the bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following
	working day at the appointed time.

(Managing Director)
Bihar Medical Services and Infrastructure Corporation

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1. SCOPE OF BID

Bihar Medical Services and Infrastructure Corporation Limited [name of purchaser] on behalf of Governor of Bihar (hereinafter referred to as 'Purchaser'), invites bids for the supply/testing/installation /commissioning of Medical Equipments as specified in the Schedule of Requirements.

2. FRAUD AND CORRUPTION

- 2.1 It is required that the Purchasers as well as Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of Contracts. In pursuance of this policy, the Purchaser:
 - (a) 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 and / or concealment of fact in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - (b) will declare a firm ineligible and debar the firm, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. In such cases, appropriate legal action as per court of law shall be initiated for which the concerned bidder shall be solely responsible.
- 2.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 19.4 and 22.1 d. of the General Conditions of Contract

3 ELIGIBLE BIDDERS

- 3.1 The eligible bidder should be registered with appropriate authorities in India to manufacture / supply the tendered item, against Technical Specifications given in the bid document and should have successfully executed orders of similar nature in past. In case of imported goods, the Indian agent / bidder should be duly authorized by the manufacturer of Goods in the format given in the bidding document.
- 3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1 (b) and GCC Sub-Clause 19.4 shall be ineligible to bid for a contract during the period of time determined by the Purchaser.
- 3.3 Pursuant to ITB Sub-Clause 11, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4. ONE BID PER BIDDER

A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

5. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the biding process.

B. THE BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENTS

6.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bidding Documents. The Bidding Document include, the following:

Section I Instructions to Bidders (ITB)

Section II General Conditions of Contract (GCC)
Section IV Special Conditions of Contract (SCC)
Schedule of Requirements (SOR)

Section V Technical Specifications

Section VI Sample Forms

- 6.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 6.1 above, said Bidding Documents will take precedence.
- 6.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

7. CLARIFICATION OF BID DOCUMENTS

- 7.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX/e-mail at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 7.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

8. Pre-bid Meeting

- 8.1 The bidder or his representative is invited to attend a pre-bid meeting, which will take place in the office on 08th July 2014 at 13.00 hrs. for **Schedule no 1 to 12**.
- 8.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.3 The bidder may submit any question in writing or by FAX/ e-mail to reach the purchaser not later than one week before the pre-bid meeting.

- 8.4 The Minutes of the pre-bid meeting, including the text of the questions raised and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding document listed in ITB Clause 6.1 which may become necessary as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting.
- 8.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or pursuant to ITB Clause 8, modify bid documents by amendments.
- 9.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 9.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

10. LANGUAGE OF BID

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. However, the purchaser as well as bidder may correspond in Hindi language also.

11. DOCUMENTS CONSTITUTING THE BID

The bid prepared by the bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13;
- (b) documentary evidence established in accordance with ITB Clause 14 and 15 that the Bidder is eligible and qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents; and
- (d) Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 17.
- (e) Tender Document fee in the form of Demand Draft in favour of Managing Director, Bihar Medical services and Infrastructure Corporation Ltd. Payable at Patna or Money receipt of Tender Document cost if purchased by hand.

12. BID FORM

The bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bidding Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VI.

13. BID PRICES

The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales / Trade Tax & Excise, packing, forwarding, freight, octroi/entry tax and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VI. Prices of incidental services should also be quoted. The offer shall be quoted in Indian Rupees. No Foreign exchange will be made available by the purchaser.

- 13.2 Break-up of the prices indicated in the Price Schedule shall be entered in the following manner:
 - (i) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, octroi/entry tax Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (ii) The supplier shall quote as per price schedule given in section VI for all the items given in schedule of requirement.
- 13.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 13.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.
- "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".
- 13.6 The price approved by the Purchaser for procurement will be FOR destination which will be inclusive of all Taxes, Levies, packing, forwarding, freight and insurance as mentioned in Para 13.1 above. Breakup in various heads like excise duty, sales / trade tax, insurance, freight and other taxes paid/payable as per clause 13.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

14. DOCUMENTS REQUIRED TO BE SUBMITTED

- 14.1 The bidder shall furnish, as part of the bid documents, the following documents or whichever is applicable as per terms and conditions of Bidding Documents.
 - (i) Certificate of incorporation / registration.
 - (ii) Article or Memorandum of Association or partnership deed as the case may be.
 - (iii) Registration certificate from State Director of Industries.
 - (iv) Registration certificate from central excise and trade/sales tax department.
 - (v) Approval from Reserve Bank of India in case of foreign collaboration.

- (vi) In case of bidder, other than manufacturer, the manufacturer's authorization certificate in the format given in the bidding document.
- (vii) Non-conviction certificate / an affidavit duly notarized.
- 14.2 (i) The bidder shall furnish Balance Sheet for last 3 financial years as evidence that he has financial capability to perform the contract.
 - (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- In order to enable the Purchaser to assess the proven ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 14.4 The offered product may be required to be type approved / demonstrated at the Purchaser's office as a part of technical evaluation of bids. For this purpose, the supplier shall submit a sample for type evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case, it is not possible to get / accord type approval, the bidder has to make necessary arrangements for inspection at the place where the equipment is installed and functioning or at the manufacturer's premises.

Or

In case goods offered have already been type approved/validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

15. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION

- Pursuant to ITB Clause 11, the bidder shall furnish, as part of its bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted.
- 15.2 The documentary evidence of the Bidder's qualifications to perform the Contract shall establish to the Purchaser's satisfaction that:
 - a) The bidder should be a manufacturer/supplier who must have manufactured/supplier, installed and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' at least 300 camera installation in any govt. institution required in any two of the last 3 years and should be in satisfactory operation for 6 months as on date of bid opening.
 - b) The bidder should be a manufacturer/supplier who must have at least three years of experience in the supply and installation of Intercom.
 - c) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - (i) The manufacturer furnishes authorization

- (ii) in the prescribed format given at Section VI, assuring full guarantee and warranty obligations as per GCC Clause 14 for the equipment offered; and
- (iii) The bidder, as authorized agent has supplied/installed/commissioned and provided after sales services satisfactorily at least for 300 camera installation in any two of the last 3 years (in any govt. institution) which must be in satisfactory operation for at least 6 months on the date of bid opening.
- d) The bidder should furnish the information on past supplies and satisfactory performance for both 15.2 (a) and (b) above, in the proforma given under Section VI, Form No. 7.
- e) Bidders shall invariably furnish documentary evidence in support of the satisfactory operation of the equipment (issued from the end user) as specified above.
- f) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- g) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- h) The bidder should furnish profit and loss statement, balance sheets and auditor's report for the past three years, banker's certificates, etc. in support of its financial standing.
- 15.3 If an agent submits bid in behalf of more than one manufacturer unless each such bid is accompanied by a separate bid form for each bid and bid securities, when required for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non responsive

16. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

- 16.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 16.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of his bid, a Earnest Money Deposit (EMD) for an amount of mentioned in Section IV Schedule of Requirements in the form of Demand Draft.
- 17.2 The Earnest Money Deposit (EMD) shall be in the form of a Bank Draft drawn in favor of Purchaser.
 - (i) The cover should be superscribed as "EARNEST MONEY DEPOSIT (EMD) FOR TENDER No BMSICL/2014-15/MC-019 issued on 24th July 2014.
 - (ii) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed under clause 2 (i) above, cover containing the commercial, technical and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
- 17.3 A bid not secured in accordance with para 17.1, and 17.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 17.4 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to ITB Clause 18.
- 17.5 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.
- 17.7 The Earnest Money Deposit (EMD) may be forfeited:
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 29 or
 - (ii) to furnish performance security in accordance with ITB Clause 30.

18. PERIOD OF VALIDITY OF BIDS

- 18.1 Bid shall remain valid for **150 days** from the date of opening of bids prescribed by the purchaser pursuant to ITB Clause 24.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Earnest Money Deposit (EMD) provided under ITB Clause 17 shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

19. FORMAT AND SIGNING OF BID

- 19.1 (i) The bidder shall prepare single stage two part bids, i.e. (a) Technical bid (un-priced) in duplicate and (b) Price Bid in duplicate clearly marking them as 'ORIGINAL' and 'COPY' and in addition shall enclose Earnest Money Deposit (EMD) in a single separate envelope. In the event of any discrepancy between the copy bid, the original shall govern.
 - (ii) The copy of quality manual and Article or Memorandum of Association may be provided in the original bid only.
- 19.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 19.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20. SEALING AND MARKING OF BIDS

20.1 The bidder shall seal the original and copy bids in separate envelopes duly marking the envelopes, separately as

Cover 'A'

- i. Technical Bid (original)
- ii. Technical Bid (copy)
- iii. Earnest Money Deposit (EMD)

Cover 'B'

- i. Price Bid (original)
- ii. Price Bid (copy)

All the envelopes mentioned above should be enclosed in another sealed outer envelope duly marked by the personal seal of the bidder.

20.2 (a) The envelopes shall be addressed to the purchaser at the following address:

Bihar Medical Services And Infrastructure Corporation Limited 5th Floor Biscomaun Bhavan, Gandhi Maidan, Patna- 800001. Bihar.

- (b) The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.
- (d) Bids may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 20.2 (a) above). The responsibility for ensuring that the bids are delivered in time would vest with the bidder.

- (e) Bids delivered in person on the day of bid opening shall be delivered up to 24th July 2014 by 13:00 Hrs to Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna. The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of bid opening: Bids will be opened at BMSICL, Patna, at 15: 00 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office.
- 20.2 If both the envelopes are not sealed and marked as required at ITB Clause 20.1 and 20.2, the bid shall be rejected.

21. DEADLINE FOR SUBMISSION OF BIDS

- 21.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under ITB Clause 20.2.
- 21.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

22. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 21, shall be rejected and returned unopened to the bidder.

23. MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.
- 23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of ITB Clause 20. A withdrawal notice may also be sent by FAX/e-mail but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
- 23.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 above, shall be returned unopened to the Bidders.
- No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to ITB Clause 17.7

24. OPENING OF BIDS BY PURCHASER

- 24.1 The purchaser shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Section VI).
- 24.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 24.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time if bid opening, except for late bids which shall be returned unopened to the bidder pursuant to ITB clause 22.
- 24.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be opened at a later date. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
- 24.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

25. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. Unless the purchaser asks for change in price due to clarifications sought, the bidder is not permitted to alter the price furnished in Price Bid "Cover B". The change in price shall be submitted in a separately sealed covers with marking in the cover "Supplemental Price Bid" before opening of the "Original Price Bid"

26. PRELIMINARY EVALUATION

- 26.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from representatives, without proper Authorization from the manufacturer as per Section VI, shall be treated as non-responsive
- Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 26.3 Prior to the detailed evaluation pursuant to ITB Clause 27, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC clause 5), Warranty (GCC

clause 14), Force Majeure (GCC clause 21), Applicable Law (GCC clause 28) and Taxes and duties (GCC clause 30) along with deviation in Technical Specifications will be deemed as material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 26.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

27. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 27.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to ITB Clause 26.
- 27.2 The purchasers evaluation of bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of goods offered from India, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and excise duty on finished goods if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB clause 27.3 and in the Technical Specifications:
 - (a) i) cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
 - ii) the Comprehensive Annual Maintenance Charges for a period of 7 years subsequent to free guarantee maintenance period of 3 years
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract.
 - (d) The availability in India of spare parts and after sales services for the equipment offered in the bid.
- 27.3 Pursuant to ITB clause 27.2 the following evaluation methods will be applied:
 - (a) Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.
 - (i) Inland transportation, insurance and other incidentals, for delivery of goods to the Project site as stated in ITB clause 13.2. These costs will be added to bid price.
 - (b) Delivery schedule:

The *Purchaser* desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the exfactory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 2 months of stipulated delivery will be treated as unresponsive.

(c) Deviation in Payment Schedule:

The General Conditions of Contract clause 15 indicate the payment schedule offered by the *Purchaser*. If a bid deviates from the schedule and if such deviation is considered acceptable to the *Purchaser*, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.

(d) Spare parts and after sales service facilities in India:

The cost of the *Purchaser* of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

- (e) Annual Maintenance Contract (AMC):
 - (i) .The Purchaser desires to have **separately** comprehensive maintenance charges for a period of 7 years after the expiry of free maintenance period, clearly indicating year wise comprehensive maintenance charges, which shall be added to the bid price at a discount rate of 8% per annum. **Bids without this charge will be considered as non responsive.**
 - (ii) Any major repair pointed out by the *Purchaser* shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser, failing which the purchaser has write to levy a penalty on the Supplier a sum of Rs.-2,500/- per day or part thereof for each equipment until the equipments are repaired and commission to the satisfaction of the Purchaser.

(f) Spares:

- (i) The supplier shall be required to provide a list and rates of spare parts recommended for maintenance for three years after the end of Guarantee period of three years. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.
- (ii) The cost of spares shall be discounted @ 15% over warranty/ AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.
- (iii) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at his own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of his need, without demur.
- (iv) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when
- (g) Repair of faulty equipment and setting up of Repair Facilities:
- (i) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turnaround time provided in the special conditions in Section IV. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.

28. CONTACTING THE PURCHASER

28.1 Subject to ITB Clause 25, no bidder shall try to influence the Purchaser on any matter relating to its 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 purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F AWARD OF CONTRACT

29. POST-QUALIFICATION

- 29.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 15 & 16.
- 29.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 15 & 16, and the information submitted by the Bidder in the 'Proforma For Performance Statement' for the period of last 5 years given in Section VI as well as other information the Purchaser deems necessary and appropriate.
- An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. AWARD CRITERIA

Subject to ITB Clause 32, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid and whose goods have been type approved/validated by the purchaser.

31. PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right at the time of Contract award or within the stipulated last date of delivery, to increase or decrease, by 25%, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

33. ISSUE OF NOTIFICATION OF AWARD

- 33.1 The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder.
- Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted
- 33.3 The bidder shall within 7 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with Section VI provided with the bid document.

34. SIGNING OF CONTRACT

- 34.1 The issue of Notification of Award shall constitute the award of contract on the bidder.
- 34.2 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 34.3 Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser

35. PERFORMANCE SECURITY

- 35.1 Within seven (7) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.
- 35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 and ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD), in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

SECTION II- GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. **DEFINITIONS**

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Purchaser" means the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the organization purchasing the Goods.
- (b) "The Bidder" means the individual or firm who participates in the tender and submits its bid.
- (c) "Days" means calendar days.
- (d) "GCC" means Conditions of Contract.
- (e) "The Supplier" means the individual or firm supplying the goods and Services under the contract.
- (f) "The Goods" means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (g) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.
- (h) "End User" means the consignees stated in the Schedule of Requirements.
- (i) "The Notification of Award" means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.
- (j) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.
- (k) "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
- (l) "Validation" is a process of testing the equipment as per the specifications including requirements for use in hospital is carried out in simulated field environment.
- 1.1 **Application:** The General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods Country or origin and such standards shall be latest issued by concerned Institution.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PURCHASER

- 3.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document except for purposes of performing the Contract.
- 3.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 3.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required.

4. 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 in India.

5. PERFORMANCE SECURITY

- 5.1 The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 7 **days** from the date of issue of Notification of Award by the Purchaser.
- 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 5.3 The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank and in the form provided in 'Section VI' of this Bid Document or in the form of cashiers cheque, certified cheque or demand draft.. The performance security should be valid for the period beyond sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations
- 5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

6. INSPECTION AND TESTS

6.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. The supply will be accepted only after quality assurance tests are carried out by the Purchaser as per prescribed schedule and material passing the test successfully.

- 6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.
- 6.4 If any equipment or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract? The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee as per the Format given in Section VI shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to "Taking Over Certificate".
- Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.

7.1 PACKING

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.
- Packing Instruction: The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:
 - i. Purchaser:
 - ii. Contract No.
 - iii. Supplier Name
 - iv. Packing List reference Number

8. DELIVERY AND DOCUMENTS

- 8.1 Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:
 - (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
 - (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as Bihar Medical Services and Infrastructure Corporation Limited [enter correct name of Purchaser for excise purposes] and delivery through to final destination as stated in the Contract;
 - (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
 - (iv) three copies of the packing list identifying contents of each package;
 - (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
 - (vi) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency;
 - (vii) other procurement-specific documents required for delivery/payment purposes.

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) if not received, the Supplier will be responsible for any consequent expenses.

Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the 'Consignee Receipt Certificate', to be issued in accordance with GCC Clause 6 above

- 8.2 The delivery of the goods and documents shall be completed within 3 months from the date of issue of Notification of Award. First month is for lead period and evenly distributed supplies are expected in remaining two months. The actual delivery schedule will be given in Notification of Award.
- 8.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

[Hint: Generally three months delivery time is envisaged. The delivery period will be decided on case-to-case basis considering specific requirement. The delivery period for procurement will be two months for store items where no trial run and installation & commissioning is required.]

9. TRAINING

- 9.1 The bidder shall demonstrate and provide training on use and maintenance of the Equipments to the consignee's personnel the purchaser free of cost where required.
- 9.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pretraining qualifications required of the trainees and duration of the proposed training.
- 9.3 The bidder shall provide all training material and documents.
- 9.4 Conduct of training of the purchaser's personnel may be at the supplier's plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

10. INCIDENTAL SERVICES

- 10.1 The supplier may be required to provide any or all 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) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.
 - (d) Furnish detailed operations and maintenance manual for each appropriate unit of supplied goods.

11. SPARES

- 11.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in ITB Clause 9.
 - (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
 - (b) In the event of termination of production of the spare parts, the supplier shall:
 - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.
- Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

12. INSURANCE

12.1 The Goods supplied under the Contract shall be insured in an amount equal to 110% of the EXW value of the Goods from "warehouse to warehouse" on "all risks" basis including war risks and strikes.

13. TRANSPORTATION

Where the Supplier is required under the Contact to transport the Goods to a specified place of destination, defined in Consignee list, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14. WARRANTY

14.1 The supplier shall warrant that the goods to be supplied shall be new and free from 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 of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material 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 Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) three years after the goods have been taken over under GCC Clause 6.5 above.

- 14.2 This warranty shall remain valid for three years after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 14.3 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the GCC Clause 14.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three years, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 14.4 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

15. PAYMENT TERMS

- 15.1 The method and conditions of payment to be made to the supplier under the contract shall be specified in the Special Conditions of Contract.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- [Hint: The actual payment conditions for new products or procurements having installation and AMC services may be decided on case to case basis and incorporated in special conditions of the contract]
- 15.4 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of Govt. Hospital shall be provided by the purchaser on the request of the bidder as and when asked for.
 - (ii) No payment will be made for goods rejected at the site on testing.
- 15.5 Payment for goods shall be made in Indian Rupees as follows:
 - a) No advance payment is payable.
 - b) 100% payment will be made against supply and Installation of equipments at the respective sites against certification from the consignee in the format provided in schedule VI.

16. PRICES

- 16.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
 - (b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
 - (ii) (a) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
 - (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

17. CHANGES ORDERS

- 17.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
 - (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - (b) the method of transportation or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

18. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

19.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

- 19.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 19.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

[Hint: Each case of delivery extension shall have to be examined a fresh vis-à-vis the prevailing market prices]

19.4 If supplier fails to perform its contractual obligations, pursuant to GCC Clause 19.3 above, the purchaser may consider debarring the firm for the period of 1-5 years for participation in future invitation of bids. The period of debar, as stated above, shall be at the sole discretion of the Purchaser

20 LIQUIDATED DAMAGES

- 20.1 The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under GCC Clause 20.2 below.
- 20.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 20 (Twenty) weeks. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. However, when supply is made within 21 days of QA clearance in the extended delivery period, the consignee may accept the stores and in such cases the LD shall be levied upto the date of QA clearance.

21. FORCE MAJEURE

21.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

21.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

22. TERMINATION FOR DEFAULT

- 22.1 The Purchaser 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
 - a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to GCC Clause19;
 - b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
 - d) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices in competing for executing the Contract, pursuant to ITB Clause 2.
- 22.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC Clause 22.1 the purchaser 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 Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.
- 22.3 In the event, any sums found due to the Purchaser / Government under or by virtue of the fulfillment of contractual obligations, these shall be recoverable from the Supplier and his / its properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as tough as they are arrears of land revenue or in any manner and within such time as the Purchaser / Government may deem fit. Any sum of money due and payable to the Supplier from Government / Purchaser may be adjusted against sum of money due to the Supplier under any other contract.

23. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

24. TERMINATION FOR CONVENIENCE

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. SETTLEMENT OF DISPUTES

- 25.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 25.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 25.2.2 The dispute resolution mechanism to be applied shall be as follows:
 - (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
 - (b) Where the value of the contract is Rs.1 crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.
 - (c) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
 - (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (c) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.

- (e) The venue of Arbitration shall be the place from where the contract is issued i.e Patna, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (g) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.
- 25.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 25.4 The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law in Patna

26. LIMITATION OF LIABILITY

- 26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 4,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. GOVERNING LANGUAGE

27.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the Hindi / English language.

28. APPLICABLE LAW

28.1 The Contract shall be interpreted in accordance with the laws of Union of India.

29. NOTICES

- Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.
- 29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30. Taxes and Duties

30.1 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION III- SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section I & "General Conditions of the Contract" as contained in Section II and wherever there is a conflict, the provisions herein shall prevail over those in Section I and Section II.
- 2. The small scale industries registered with National Small Scale Industries Corporation(NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of Earnest Money Deposit (EMD) should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.
- 3. Rate Contract: The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the equipment. The rates quoted by the bidder shall remain valid for one year from the date of signing of contract and the bidder will have the option to extend the period of price firmness for a further period of upto six months, during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply and installation of same equipments procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, installation and commissioning, the successful bidder is bound to supply the same make/model of the equipment at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period of six months, but not after accepting the Letter of Intent or entering into Agreement with BMSICL or any other user Institution under the Government for the Quantity for which it has entered into Agreement with BMSICL/User Institutions during the minimum price firmness period. BMSICL/User Institutions can also withdraw from rate at any point of time after minimum price firmness periods of six months, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.

SECTION IV- SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Note: Delivery Schedule expressed below is the number of days required to deliver the Equipment at Consignee Location from the date of receipt of Purchase order.

Schedule	Brief Description of Goods and	Delivery	Earnest Money Deposit
No.	Services	Schedule	(EMD) in Indian
		(Days)	Rupees
1	Intercomm with all its accessories	45	2,00,000/-
2	CCTV with all its accessories	45	2,00,000/-

Consignee list

Note:-Consignee list will be provided after the finalization of the tender.

SECTION V: TECHNICAL SPECIFICATIONS

1. Closed circuit Television And Its Accessories.

A. IP Dome IR Camera:

- The IP camera should have 1/3-inch progressive scan CMOS image sensor with 3 Megapixel resolution
- The IP camera should have digital WDR function.
- The IP camera should provide H.264/MJPEG video compression.
- The camera should be ONVIF compliant.
- The camera should have the maximum resolution of 2048*1536 and frame rate of 4CIF:25/30 ips(PAL/NTSC).
- The camera shall have IR cut filter for day/Night switching.
- Camera shall have back light compensation.
- Camera shall have 3D Digital Noise Reduction function.
- IR Range upto 30Meter.
- The camera should provide the following shutter modes. Auto (1/25[1/30] to 1/100000) selectable.

Supporting protocols:

TCP/IP, HTTP, DHCP, DNS, DDNS, RTP, RTSP, PPPoE, SMTP, NTP, SNMP, HTTP, FTP, 802.1*Qos (SIP, SRTP, IPv6 optional)

• The camera should supported 12VDC & POE.

Certification: CE, FCC, UL.

Environmental Standard: IP66

• <u>Make</u>:- Axis, Hikvision, Pelco, Honeywell.

B. IP Bullet IR Camera:

- The IP camera should have 1/3-inch progressive scan CMOS image sensor with 3 Megapixel resolution
- The IP camera should have digital WDR function.
- The IP camera should provide H.264/MJPEG video compression.
- The camera should be ONVIF compliant.
- The camera should have the maximum resolution of 2048*1536 and frame rate of 4CIF:25/30 ips(PAL/NTSC).
- The camera shall have IR cut filter for day/Night switching.
- Camera shall have back light compensation.

- Camera lens should be 4mm (6mm, 12mm optional)
- Operating temperature: -30 ° to 60° Celsius.
- Camera shall have 3D Digital Noise Reduction function.
- IR Range upto 30Meter.
- The camera should provide the following shutter modes. Auto (1/25[1/30] to 1/100000) selectable.

Supporting protocols:

TCP/IP, HTTP, DHCP, DNS, DDNS, RTP, RTSP, PPPoE, SMTP, NTP, SNMP, HTTP, FTP, 802.1*Qos (SIP, SRTP, IPv6 optional)

• The camera should supported 12VDC & POE.

Certification: CE,FCC,UL.

Environmental Standard: IP66

• Make:- Axis, Hikvision, Pelco, Honeywell.

C. IP Bullet IR Varifocal Camera:

- The IP camera should have 1/3-inch progressive scan CMOS image sensor with 3 Megapixel resolution
- The IP camera should have digital WDR function.
- The IP camera should provide H.264/MJPEG video compression.
- The camera should be ONVIF compliant.
- The camera should have the maximum resolution of 2048*1536 and frame rate of 4CIF:25/30 ips(PAL/NTSC).
- The camera shall have IR cut filter for day/Night switching.
- Camera shall have back light compensation.
- Camera lens should be 2.8mm to 12mm.
- Operating temperature: -30 ° to 60° Celsius.
- Camera shall have 3D Digital Noise Reduction function.
- IR Range upto 30Meter.
- Should have on board built in Micro SD card slot supports upto 64GB.
- The camera should provide the following shutter modes. Auto (1/25[1/30] to 1/100000) selectable.

Supporting protocols:

TCP/IP, HTTP, DHCP, DNS, DDNS, RTP, RTSP, PPPoE, SMTP, NTP, SNMP, HTTP, FTP, 802.1*Qos (SIP, SRTP, IPv6 optional)

• The camera should supported 12VDC & POE.

Certification: CE,FCC,UL.

Environmental Standard: IP66

• <u>Make</u>:- Axis, Hikvision, Pelco, Honeywell

D. 16. Channel Network Video Recorder:

- Connectable to the third party network cameras, network dome and DVS.
- PAL/NTSC adaptive video inputs.
- Each channel supports dual-stream.
- Upto 16 network cameras can be added.
- Independent configuration for each channel, including resolution, frame rate, bit rate, image quality, etc. (80 frame)
- Simultaneous HDMI, VGA and CVBS outputs, simultaneous live view and playback via VGA and HDMI outputs.
- HDMI output and VGA output at up to 1920*1080 resolution.
- Live view screen can be switched in-group, and manual switch and automatic cylereviews also provided, the interval of automatic cycle can be adjusted.
- Motion detection, tamper proof, video exception alert and video loss alert functions.
- Several PTZ protocols supported, PTZ preset, patrol and pattern.
- Upto 4 SATA hard disks and 1 eSATA disk can be connected, each disk with a maximum 4TB storage capacity.
- Support SMART and bad sector detection.
- HDD quota management, different capacity can be assigned to different channel.
- TCP/IP protocol, PPPoE, DHCP, DNS, DDNS, NTP, SADP, SMTP, SNMP, NFS, UPnP and SCSI are supported.
- Working Temperature:- 10°C to 55°C.
- Make: QNAP, Hikvision, Pelco, Honeywell.

E. 32.Channel Network Video Recorder:

- Connectable to the third party network cameras, network dome and DVS.
- PAL/NTSC adaptive video inputs.
- Each channel supports dual-stream.

- Upto 32 network cameras can be added.
- Independent configuration for each channel, including resolution, frame rate, bit rate, image quality, etc. (160 frame)
- Simultaneous HDMI, VGA and CVBS outputs, simultaneous live view and playback via VGA and HDMI outputs.
- HDMI output and VGA output at up to 1920*1080 resolution.
- Live view screen can be switched in-group, and manual switch and automatic cylereviews also provided, the interval of automatic cycle can be adjusted.
- Motion detection, tamper proof, video exception alert and video loss alert functions.
- Several PTZ protocols supported, PTZ preset, patrol and pattern.
- Upto 4 SATA hard disks and 1 eSATA disk can be connected, each disk with a maximum 4TB storage capacity.
- Support SMART and bad sector detection.
- HDD quota management, different capacity can be assigned to different channel.
- TCP/IP protocol, PPPoE, DHCP, DNS, DDNS, NTP, SADP, SMTP, SNMP, NFS, UPnP and SCSI are supported.
- Working Temperature: 10°C to 55°C.
- Make: QNAP, Hikvision, Pelco, Honeywell.
- **F.** Adaptor as required.
- **G.** Networking Switch 8port/16port.(D-Link)
- H. Cat 6 Wire D-Link with casing.
- I. UPS 1KvA offline and online UPS with 90minutes backup.
- J. Metal Rack for NVR.
- **K.** Monitor 22" (LCD/LED).
- L. Hard disk Surveillance hard disk of 8TB storage capacity.
- **M.**Price of CCTV with all accessories and three years warranty should be quoted as per the format mentioned in Annexure-I.
- **N.** CMC charges for Seven years should be quoted in the price bid.

ANNEXURE-I

Price Bid format for CCTV

Sl. No.	Items	Quantity	Price in Rs. Inclusive of
			all taxes
1.	IP Dome IR camera	One	
2.	IP Bullet IR camera	One	
3.	IP Bullet IR Varifocal camera	One	
4.	16 Channel NVR	One	
5.	32 Channel NVR	One	
6.	Adaptor of all types as per	Each	
	requirement		
7.	Networking Switch 8 Port	One	
8.	Networking Switch 16 Port	One	
9.	CAT 6 wire with D-link	500 meter	
	casing with installation.		
10.	UPS 1KVA online with 45	One	
	min backup		
11.	UPS 1KVA offline with 45	One	
	min backup		
12.	Metal Rack for NVR	One	
13.	Monitor 22" LED/LCD	One	
14.	Surveillance Hard Disk 8TB	One	
		A. TOTAL	

CMC Charges:-

4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year

- i. In case of any discrepancy between unit price & total price Unit price shall prevail.
- ii. This price schedule should be placed in separate envelope sealed 'Cover B'

Note: - Institution will not pay any amount which is not mention in the price bid for 10 years.

Evaluation Criteria:

- a) Lowest bidder will be decided considering the total price quoted in A and net present value of CMC charges from 4^{th} to 10^{th} year with discounted factor of 8%.
- b) Rate contract will be done based on the rate quoted against each item and order will be issued on the actual required quantity.
- c) Quantity may increase or decrease, which will be proportionately increased or decreased as required.

Signature of Bidder	
Name	
Address	
Place	
Date	

Sr No.	2. Specifications for the Intercom and its accessories	Compliance (Yes/No)
1	The offered system should be IP-PBX, enabled with Unified	
	Communication and Collaboration Application. IP-PBX	
	should employ Stored Program Control (SPC) using Pulse	
	Code Modulation (PCM) and Time Division Multiplexing	
2	(TDM) conforming to latest ITU-T (earlier CCITT) standards	
2	The offered system should have a 100% non-blocking Switching architecture.	
3	System should be highly reliable and should ensure uptime	
3	of 99.99%	
4	The offered system should be expandable up to 500 IP Users	
	in a single system when networked on IP	
5	The offered system should have the flexibility to	
	add/delete/modify the service features or any other	
	functionality without any extensive modification required.	
6	The offered system should run on Open standard Linux	
	based operating system	
7	The offered system should support Logical partitioning as	
	per TRAI regulation	
8	The OEM of the offered IP-PBX should be a registered	
	member of the SIP forum community. A documented proof	
9	should be provided by the Vendor or the OEM.	
9	The offered system should be an integrated platform with a	
10	modular design and distributed processing structure. The offered system should be based on the latest processor,	
10	high-level operating system, uniform system software, open	
	interface and distributed processing.	
11	The Central Processing Unit (CPU) of IP-PBX should use a 32-	
	bit microprocessor (Pentium). The system software should	
	be installed on any of the latest devices like Secure Digital	
	Card (SDHC), Flash RAM, Hard Disc and MO Drive with a	
	minimum of 8 GB memory but not on EPROM.	
12	. The proposed system should be expandable upto 72 TDM	
	extension Port	
13	The system should facilitate at least 5 party Ad-hoc	
	Conferencing feature with 6 simultaneous groups of	
	conferences possible with any combinations of extensions	
	and trunks.	
14	The offered system should support universal port	
	architecture for seamless growth and ease of management.	
	Signaling card and control card should not occupy any	
	universal slot	
15	All the peripheral cards (Extension card, Trunk Card, ISDN	
	PRI Card, etc) should be Hot Swappable, i.e. It should be	
	possible to replace any peripheral card even when the	
1.0	system is in the working state.	
16	There should be an LED indication on each card, which can	
	help determine the real time status of the card	

17	The system should support the following interfaces: 1. Analogue Extension with CLIP functionality. 2. Digital Extension with CLIP functionality. 3. IP Extension with CLIP functionality. 4. Analogue Trunk with CLIP functionality. 5. ISDN BRI Trunk with CLIP functionality. 6. ISDN PRI Trunk with CLIP functionality. 7. SIP Trunk 8. E&M Trunk (Tie Line Trunk)	
18	The offered system should support the following trunk features: a) Caller ID on all Analogue Trunks b) Emergency transfer of P&T lines in case of power failure or non-operation of IP-PBX to selected extensions. c) DID facility d) CO to tie restriction e) Trunk camp on f) MFC signaling	
19	The offered system shall utilize single codec per line	
20	The offered system should support different class of service during the day and during the night	
21	The offered system should support direct connection to any external music source (for music on hold)	
22	The offered system should be able to integrate with an announcement/ industrial paging system with a built-in interface without any external additional hardware	
23	The offered system should provide 100% feature transparency for all voice, data, video, voice mail automated attendant, call accounting, automated call distribution etc	
24	The offered system should be able to restart automatically without any human intervention when the external ac power supply is resumed after complete power failure (Even after the batteries are discharged.)	
25	Numbering Scheme: The offered system should support Flexible Numbering Scheme wherein every extensions will be assigned different extension numbers, (ranging from minimum of two digits to a maximum of 4 digits). Also, it should be possible to change all the facility codes, group directory numbers for subscriber hunt groups and trunk/page groups, abbreviated dialing codes, etc. as per the requirements.	

26	From an organizational point of view, the capacity of the communication system can be split across a minimum of five subsystems. This makes it possible to share one communication system for several companies at the same time. Features in the tenant system include: Intercept PABX number Caller list Override DISA Speaker call Call detail recording Hotline destinations Text messages, advisory messages Internal calls Internal Directory Night service Park slot Traffic Restriction Groups Voicemail Toll restriction	
27	VoIP gateway components should be an integral part of offered system for connecting IP extensions, SIP trunking & ITSP's registration facility without adding any new hardware which will consider any of the universal slots.	
28	Inskin VoIP Gateway should support any system based proprietary protocols as well as open standard protocols like SIP.	
29	The offer system should be provided with at least 8 built in DSP resources without adding any additional modules.	
30	The offer system should be provisioned to support at least 128 DSP resources without occupying any system slot.	
31	SIP trunking should be an inherent feature of IP-PBX and should be able to configure 4 ITSPs on a single interface card	
32	The offered system should have an inbuilt Voicemail solution providing the following features: a) Minimum 06 Port Voice Mail system b) The voice mail system should have a minimum of 320 voice mail boxes c) The voice mail system should have a storage capacity of minimum 32 hours. d)The voice mail system should have a facility to provide at least 100 auto attendant mailboxes. e) The voice mail system should support Voice Quality G.711 f) The voice mail system should have at least 4 different Greetings for: night/day, manual selection, etc. g) The voice mail system should provide a Message wait indication (MWI) for Group mailboxes. h) Date and time stamp in all messages.	

33	The offered System should be equipped to provide an interactive voice response system (IVRS) without any additional hardware. The offered system should provide at least 100 levels of IVR.	
34	Extension to extension calling	
	• Extension to extension call barring	
	Operator calling	
	Operator call barring	
	Direct Outward Dialing with at least 6 levels of dialing	
	class	
	Call transfer by means of RECALL key in tone phones and	
	direct extension number dialing in case of pulse phones	
	Incoming call routing should be possible to a predefined	
	extensions hunting group or group ringing	
	• The group ringing and hunting groups should be able to	
	accommodate up to 32 extensions	
	• It should be possible to define the hunting groups as either	
	linear or cyclic hunting	
	Night mode activation via authorized extensions only	
	Different class of service for extensions in the night mode	
	Automatic call-back to busy and ringing extension	
	• It should be possible, via a code, to ring up to 32 extensions	
	simultaneously. These extensions could be analog phones,	
	Digital phones or a combination of both.	
	All extensions should have a facility to register at least one	
	reminder call from their extension	
	 All extensions with outgoing dialing facility should be able 	
	to register at least 10 memory numbers from their	
	extensions	
	Extensions with access to system abbreviated numbers	
	should not have any toll restriction for accessing these	
	numbers	
	All extensions should have a facility to lock their	
	instruments so as to prevent outgoing calls. It should be	
	possible to have a locking code of up to 5 digits. It should	
	also be possible to view or change this locking code from a	
	system administrator Digital phone	
	• It should be possible to park up to 6 calls in the system	
	• The extensions, both analog and Digital phones, should be	
	able to initiate a 5 arty conference with up to 4 external	
	parties.	

35	• System should also support up to 6 simultaneous 5 party conferences.	
	 It should be possible to assign extensions to a call pickup 	
	group with up to 32 extensions in a group. Calls ringing	
	outside a group should be answered by a different access	
	code.	
	• It should be possible to assign an internal hotline between	
	extensions. It should be possible to program these hotlines	
	as immediate or as delayed hotlines	
	It should be possible to have different ringtones for	
	internal, external and callback calls. It should be possible to	
	change these ringtones, at site, as per requirement	
	 It should be possible to change the dial tone, ringing tone, 	
	call waiting tone, conference tone, override tone, etc. as per	
	the requirement.	
	 It should be possible to access each trunk individually by 	
	means of individual trunk access codes.	
	• It should be possible to group the trunk lines into at least 4	
	routes. It should be possible to assign more than one code to	
	each route.	
	• It should be possible to seize the lines of a route in either	
	linear or cyclic mode.	
	• There should be a provision of route overflow for outgoing	
	calls, such that if all the lines of one route are busy, then the system should automatically select the alternate route which	
	has been programmed.	
	 It should be possible to connect the extension ports of 	
	another PABX onto the trunk circuit of your IP PBX.	
	• It should be possible to send 'FLASH TO TRUNK' from both	
	analog extensions and Digital phones.	
	The system should support both open and closed	
	numbering scheme.	
	System should support Silent Calling.	
36	The offered system should provide Unified communication	
	features for at least 30 Users from day one without any	
	additional hardware or External Server. The system should	
	be further able to expand its UC facilities to all the users. The	
	Inbuilt UC feature should be as follows for Desktop as well as	
	Mobile	
	1. Presence status (presence management)- Change	
	presence status (presence management)- change	
	2. Status-based call forwarding	
	3. Status display in favorites	
	4. Status display in directories	
	5. Display call status	
	6. Personal directory	
	7. Internal directory	
	8. Search in directories	
	9. Access to speed-dial destinations	

1	10.1	i
	10. Import of personal contacts (Outlook)	
	11. Missed calls	
	12. Answered calls	
	13. Manual dialing	
	14. Forwarding 15. Place call on hold	
	16. Adhoc conference	
	17. Voicemail box (visual voicemail)	
	18. Listen to voicemail via telephone	
37	The offered system should provide the following features	
37	without adding any external hardware only licenses to be	
	procured	
	1. Presence includes status based announcements	
	2. Instant Messaging, Multi-user chat	
	2. Favorites includes Call Status	
	3. Visual Voicemail Control	
	4. Voicemail to E-mail Service	
	5. Directory Access	
	6. Call scheduling	
38	The Offered system should be able to support Enhanced	
	UC features	
39	Presence-integrated Telephony: Should be able to change the	
	presence status from Any device.	
40	Visible Voicemail (including Voice mail to Email)	
41	Notification of Voicemail or fax mail on user preferred	
	device.	
42	Instant messaging	
43	Favorites List	
44	Drag and Drop conferencing	
45	Mobility : Call me service, One Number service, Set	
46	One Number Service (ONS)	
47	Directory Access (personal/Internal/External)	
48	Click to Dial	
49	Fax Mail without any external Hardware (should be able to	
	send/receive fax without fax machine.)	
50	Screen Pop ups	
51	Live call recording	
52	Personal Auto Attendant	
53	Call journal	
54	Social network integration via XMPP to exchange Presence	
	and Chat information.	
55	Presence enabled Attendant console	
56	UI Integration with Web Collaboration (Desk sharing &	
	Video)	
57	The Offered system should support Multi Media Contact	
	Center solution without adding any external Server. It should	
	be an integral part of offered system	

58	The Multimedia contact center should support the following features:- 1. Skill based Routing 2. VIP Call Queue Support 3. Fax, Email and Chat Integration 4. Various types of reporting	
59	The offered system should be able to network with any other IP-PBX systems. This networking should happen either over IP via SIP protocol or over PRI via Qsig protocol. No proprietary protocols or solutions will be accepted as part of this project.	
60	The offered system should support voice networking of multi vender IP-PBX via QSIG software for feature transparency throughout the network. The system should work with any type of public exchange or similar network to which it will be connected without requiring any modification in networks	
61	The System should support Video conferencing features with the following standards: a) ISDN-BRI customer access supporting H.320 audio/video/data call b) Transmission rates of 64Kbps/8Kbps c) Full support of ITU-T H.320 Standard (Audio/Video/Data) Audio – G.711, G.729, G.722 and T.120 Data Standard d) Multimedia Collaboration between customer and users based on ITU-T T.120 data conferencing	
62	The system should have an inbuilt LAN port. It should be possible to access the system from any node of the LAN for maintenance purpose.	
63	The offered system should support centralized system administration using SNMP (Simple Network Management Protocol)	
64	The administrator can set different languages system-wide or on a extension-specific basis for the displays generated by the IP communication system on phones equipped with a display The following languages are available: German, English, French, Spanish, Italian Dutch, Portuguese, Finnish, Czech, Danish, Swedish, Norwegian, Turkish, Polish, Hungarian, Russian, Greek, Slovakian, Croatian, Estonian, Latvian, Lithuanian, Chinese and Catalan.	

65 **Digital Enhanced Cordless Telephony**

- 1. System should support DECT so that if required can be incorporated with supplied EPABX system at later stage and should be from same OEM
- 2. Each DECT interface card should support minimum 16 DECT base stations.
- 3. The DECT base stations should be supplied with outdoor housings.
- 4. System should support 40 Base station
- 5. The DECT handsets supplied should come with all standard features such as: SMS facility, speaker phone facility, integrated telephone book, caller ID, etc
- 6. EPABX should support more than 50 DECT handsets in the single system
- 7. System should have digital coding to ensure complete privacy and security
- 8. System should offer full mobility to wireless extensions
- 9. The handset should have all the standard features of the PABX, such as Call Waiting, Camp on, message waiting, etc. along with all the features of the handset
- 10. The DECT base station should have a coverage of minimum 200 mtrs in open environment
- 11. The DECT should work in the range of 1900 MHz frequency band having 10 carriers so that there are 120 duplex channel
- 12. The system should support Roaming and handover so that call should not get disconnect when subscriber moves from one base station range to another base station range.
- 13. The system should support Base station connectivity upto minimum 1 KM from EPABX on copper conductor without any external power given to Base station.
- **14.** Third Party DECT with PRI Interface will not be accepted and will be summarily rejected. DECT solution should be same make as of EPABX quoted.

66 **DIGITAL PHONES Basic Model**

The offered digital phone should have following feature:

- 1. Minimum 2 Line display (Minimum 24 Characters per line)
- 2. CLI for incoming calls
- 3. Missed call details
- 4. Dialed call details
- 5. Minimum 06 Programmable function keys with LED
- 6. Minimum 08 administrate fixed function keys including message waiting/retrieval key and navigation up & down keys
- **7.** Fully duplex speaker phone function

67	DIGITAL PHONES Advanced Model	
	The offered digital phone should have following feature:	
	 CLI for incoming calls Minimum 4-6 line titable graphical display with back light - minimum 24 characters per line Display of name and extension no of any internal caller from any extensions Missed call details Received call details Dialed call details Minimum 06 programmable function keys with LED Minimum 08 administrate fixed function keys - including message waiting/retrieval key and navigation up & down keys Hands free taking with fully duplex speaker phone Head set connectivity 	
68	Analog Phones without CLI	
	 Minimum 03-05 Programmable key Last number redial Mute function Tone/Pulse Selectable Adjustable ringer volume The instrument should have necessary built in circuit for filtering mobile signals Interference (Analogue phone speech should not get disturbed with mobile signal / mobile ring) The PCB of the instrument should be glass-epoxy and formal coated for moisture protection The body of the instrument shall be made of ABS plastic for long life, strength and non-fading color 	
Sr No	Extension Feature	Compliance
1	Advisory messages	Compliance
2	Call waiting / Call waiting tone	
3	Caller list	
4	Do Not Disturb / Ringer cutoff	
5	Call pickup	
6	Call forwarding from the extension	
7	Call Forwarding — all calls	

8	Call Forwarding — busy	
9	Call Forwarding — fixed	
10	Call Forwarding — no answer	
11	Call Forwarding — remote activation	
12	Call Forwarding — internal, external, remote destination	
13	Call Forwarding — return	
14	Call Forwarding — time-of-day	
15	Call Forwarding — voicemail	
16	Internal texts for the Comfort handsets	
17	Internal directory	
18	Conferencing (internal/external)	
19	Speed dialing (individual/system)	
20	Line seizure (automatic)	
21	Trunk keys	
22	Toggle/Connect	
23	Message texts	
24	Music-on-hold with system-driven announcements	
25	External music source (optional)	
26	One Number Service (ONS)	
27	Night/day service	
28	Intercept position / Attendant console	
29	Parking	
30	Account code	
31	Relay (actuators/sensors)	
32	Consultation	
33	Callback on busy and no answer (automatic)	
34	Station number suppression	
35	Call signaling	
36	Ringing group on	
37	Hunt group (linear/cyclical)	
38	Locking the phone (individual lock code)	
39	Central telephone directory	
40	Entrance telephone and door opener function	
41	Call transfer (internal/external)	
42	Call Transfer (blind, screened, unscreened)	
43	Redialing (expanded)	
44	Automatic recall from public network provider	
45	Encryption (SPE)	
46	Barge in	
47	Executive Override	
1	Dialing Abbreviated Dialing	
1	Abbreviated Dialing	
2	Context Dialing	

3	Direct Inward Dialing (DID) and Direct Outward Dialing (DOD) Access	
4	Do-Not-Interrupt Dialing	
5	DTMF Tone Dialing	
6	Extension Dialing (Station-to-Station)	
7	Hot Keypad Dialing (on-hook dialing)	
	UC Features	
	Presence-integrated Telephony including presence	
1	announcement	
2	Visible Voicemail including VM to Email	
	Notification of Voicemail or fax mail on user preferred	
3	device.	
4	Instant Messaging including multi user chats	
5	Favorites List with Presence status	
6	Drag and Drop conferencing	
7	Mobility : Call me service, One Number service,	
8	Directory Access (personal/Internal/External)	
9	Click to Dial	
10	Fax Mail	
11	Screen Pop ups	
12	Live call recording	
13	Personal Auto Attendant	
14	Call journal	
15	XMPP Based Presence and Chat support to External partners	
16	Presence enabled Attendant console	
	UI Integration with Web Collaboration (Desk sharing &	
17	Video)	
	Computer Telephony Integration Featutre	
1	Callback facility	
2	VIP Call Que Support	
3	Email Integration	
4	Fax Integration	
5	Reporting	
6	IVR	
7	ON DEMAND Live call recording	
	Feature supported in UC Networking	
	Voice supported presence management (presence visibility	
1	across the network)	
	Network-wide call status (ringing, on call, active mobile	
2	device)	
3	Call Pick Up within network	
4	Instant Messaging including multi user chats within Network	
5	Drag & Drop Conferencing in the network	
6	Network-wide Web Collaboration (with Desktop Sharing &	

	Video)	
7	Voicemail forwarding in the network	
	Business Attendant and myAttendant change presence status	
8	for all users	
9	System-wide internal directory and favorites	
10	Centralized External Directory	
11	Integration into MS Exchange calendar and public folders	
12	XMPP based presence & chat support to external partners	
4.0	Providing network-wide busy lamp indication on DSS Phone	
13	Keys	0 1 10 (N)
Sr No.	Supported Standards	Complied(Yes/No)
1	Ethernet	
1	RFC 894 Ethernet II Encapsulation	
2	IEEE 802.1Q Virtual LANs	
3	IEEE 802.2 Logical Link Control	
4	IEEE 802.3u 100BASE-T	
5	IEEE 802.3ab Gigabit Ethernet	
6	IEEE 802.3X Full Duplex Operation	
1	IP/Routing	
1	RFC 768 UDP	
2	RFC 791 IP	
3	RFC 792 ICMP	
5	RFC 793 TCP	
	RFC 2822 Internet Message Format	
7	RFC 826 ARP	
	RFC 2131 DHCP	
8	RFC 1918 IP Addressing	
	RFC 1332 The PPP Internet Protocol Control Protocol (IPCP)	
10	RFC 1334 PPP Authentication Protocols	
11	RFC 1618 PPP over ISDN	
12	RFC 1661 The Point-to-Point Protocol (PPP)	
13	RFC 1877 PPP Internet Protocol Control Protocol	
14	RFC 1990 The PPP Multilink Protocol (MP)	
15	RFC 1994 PPP Challenge Handshake	
16	Authentication Protocol (CHAP)	
1	NAT NAT	
1	RFC 2663 NAT	
1	IPSec DEC 2402 IDeac Authoritisation MD5	
2	RFC 2403 IPsec Authentication - MD5 RFC 2404 IPsec Authentication - SHA-1	
3	RFC 2404 IPsec Authentication - SHA- 2	
4	RFC 2404 IPsec Authentication - SHA- 2 RFC 2405 IPsec Encryption 3DES	
5	RFC 2405 IPsec Encryption 3DES	
6	RFC 2407 IPSEC DOI	
U	NEG 4400 ISANME	

7	RFC 2409 IKE	
8	RFC 2410 IPsec encryption - NULL	
9	RFC 2412 OAKLEY	
10	RFC 3602 IPSec encryption with AES	
11	RFC 4301 Security Architecture for the IP	
12	RFC 4303 IP Encapsulating Security Payload (ESP)	
	SNMP	
1	RFC 1213 MIB-II	
	QoS	
1	IEEE 802.1p Priority Tagging	
2	RFC 1349 Type of Service in the IP Suite	
3	RFC 2475 An Architecture for Differentiated Services	
4	RFC 2597 Assured Forwarding PHB Group	
5	RFC 3246 An Expedited Forwarding PHB (Per Hop	
<u> </u>	Behaviour)	
	Services	
1	RFC 2597 Assured Forwarding PHB Group	
2	RFC 3246 An Expedited Forwarding PHB (Per-Hop Behavior)	
	Codecs	
1	G.711; G.729	
	CTI	
1	CSTA Phase III	
2	TAPI Service Provider for TAPI 2.1	
	VoIP over SIP	
1	RFC 2198 RTP Payload for Redundant Audio Data	
2	RFC 2327 SDP Session Description Protocol	
3	RFC 2617 HTTP Authentication: Basic and Digest Access	
	Authentication	
4	RFC 2782 DNS RR for specifying the location of services (DNS SRV)	
	RFC 2833 RTP Payload for DTMF Digits, Telephony Tones	
5	and Telephony Signals	
6	RFC 3261 SIP Session Initiation Protocol	
	RFC 3262 Provisional Response Acknowledgement (PRACK)	
7	Early Media	
8	RFC 3263 SIP Locating Servers	
9	RFC 3264 An Offer/Answer Model with the Session	
	Description Protocol	
10	RFC 3310 HTTP Digest Authentication	
11	RFC 3311 Session Initiation Protocol (SIP)UPDATE Method	
12	RFC 3323 A Privacy Mechanism for the Session Initiation	
	Protocol (SIP)	

13	RFC 3325 Private Extensions to the Session Initiation	
	Protocol (SIP) for Asserted Identity within Trusted Networks	
14	RFC 3326 The Reason Header Field for the Session Initiation Protocol (SIP)	
	RFC 3489 STUN - Simple Traversal of User Datagram	
15	Protocol (UDP) Through Network Address Translators	
15	(NATs)	
16	RFC 3515 The Session Initiation Protocol (SIP) Refer Method	
	RFC 3550 RTP: Transport Protocol for Real-Time	
17	Applications	
18	RFC 3551 RTP Profile for Audio and Video Conferences with	
10	Minimal Control	
19	RFC 3581 An Extension to the Session Initiation Protocol	
17	(SIP) for Symmetric Response Routing	
20	RFC 3725 Best Current Practices for Third Party Call Control	
20	(3pcc) in the Session Initiation Protocol (SIP)	
	RFC 3842 A Message Summary and Message Waiting	
21	Indication Event package for the Session Initiation Protocol	
	(SIP)	
22	RFC 3891 The Session Initiation Protocol (SIP) Replaces Header	
	RFC 4040 RTP Payload Format for a 64 kbit/s Transparent	
23	Call	
	VoIP Security	
1	RFC 2246 TLS V1.0	
2	RFC 2459 X.509 PKI Certificate and CRL Profile	
3	RFC 3711 SRTP	
4	RFC 3830 MIKEY	
_	ХМРР	
4	RFC 3920 Extensible Messaging and Presence Protocol	
1	(XMPP): Core	
2	RFC 3921 Extensible Messaging and Presence Protocol	
	(XMPP): Instant Messaging and Presence	
	Others	
1	RFC 959 FTP	
2	RFC 1305 NTPv3	
3	RFC 1951 DEFLATE	

1)

S.No	Description	Qty	MAKE/ MODEL	Unit Price	Total Price			
	Price bid format for 20 Extension(in price bid)							
1	Supply Installation testing and commissioning of Digital, ISDN IP DeCT and UC ready Communication Server Equipped with: Trunk Side: 4 port Analog Trunk Interface	1Set						
	Extension side: Equipped with 20 Analog Extension Interface 04 Digital Port 01 Onboard IP Gateway Card 104 IP User Liscence 105 Of Port On Board Voice Mail Card 106 Port On Board Voice Mail Card 107 No. Company Auto attendant 108 24 Nos. Voice Mail License 109 Analog Extension Interface 100 Onboard IP Gateway Card 100 Onboard IP Gateway Card 101 No. Company Auto 102 Analog Extension Interface 103 Of Port On Board Voice Mail Card 104 On Board Voice Mail Card 105 On Board Voice Mail Card 106 On Board Voice Mail Card 107 On Board Voice Mail Card 108 On Board Voice Mail Card 109 On Board Voice Mail Card 109 On Board Voice Mail Card 100 On Board Voice Mail Card 105 On Board Voice Mail Card 106 On Board Voice Mail Card 107 On Board Voice Mail Card 108 On Board Voice Mail Card 109 On Board Voice Mail Card 109 On Board Voice Mail Card 100 On Board Voice Mail Card 107 On Board Voice Mail Card 107 On Board Voice Mail Card 108 On Board Voice Mail Card 109 On Board Voice Mail Card 100 On B							
	Multiple Level Voice Guidance							
2	Digital Phone Advanced as per Specification	Each						
3	Digital Phone Basic as per Specification	Each						
4	Analogue Phone with CLI as per specification							
5	Analog Phone without CLI							
6	50 Pair MDF with Krone Module	Each						
7	SITC of Single Pair Telephone Cable with casing Caping	Per/ Meter						

8	SITC of 2 Pair Telephone Cable with casing Caping	Per/ Meter			
9	SITC of 5 Pair Telephone Cable with casing Caping	Per/ Meter			
10	1 KVA Online UPS with 1 Hr Back-Up	Ecah			
11	Installation Testing and Commissioning of EPABX with Three Year Onsite warranty	All			
12	CMC for 7 Years after expiry of Three year Warranty	1			
A. TOTAL					

CMC Charges:-

4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year

- i. In case of any discrepancy between unit price & total price Unit price shall prevail.
- ii. This price schedule should be placed in separate envelope sealed 'Cover B'

Note:- Institution will not pay any amount which is not mention in the price bid for 10 years.

Evaluation Criteria for 20 Extensions:

- a) Lowest bidder will be decided considering the total price quoted in $\bf A$ and net present value of CMC charges from 4^{th} to 10^{th} year with discounted factor of 8%.
- b) Rate contract will be done based on the rate quoted against each item and order will be issued on the actual required quantity.
- c) Quantity may increase or decrease, which will be proportionately increased or decreased as required.

Signature of Bidder	
Name	
Date	

S.No	Description	Qty	MAKE/ MODEL	Unit Price	Total Price		
	Price bid format for 36 Extension						
1	Supply Installation testing and commissioning of Digital, ISDN IP DeCT and UC ready Communication Server Equipped with: Trunk Side:	1Set	6 Extension				
	External Music on HoldMultiple Level VoiceGuidance						
2	Digital Phone Advanced as per Specification	Each					
3	Digital Phone Basic as per Specification	Each					
4	Analogue Phone with CLI as per specification	Each					
5	Analog Phone without CLI	Each					

6	50 Pair MDF with Krone Module	Each			
7	SITC of Single Pair Telephone Cable with casing Caping	Per/ Meter			
8	SITC of 2 Pair Telephone Cable with casing Caping	Per/ Meter			
9	SITC of 5 Pair Telephone Cable with casing Caping	Per/ Meter			
10	1 KVA Online UPS with 1 Hr Back-Up	1 nos			
11	Installation Testing and Comissioning of EPABX with Three Year Onsite warranty	All			
12	CMC for 7 Years after expiry of Three year Warranty	1 Nos			
B. TOTAL					

CMC Charges:-

4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year

- iii. In case of any discrepancy between unit price & total price Unit price shall prevail.
- iv. This price schedule should be placed in separate envelope sealed 'Cover B'

Note:- Institution will not pay any amount which is not mention in the price bid for 10 years.

Evaluation Criteria for 36 Extensions:

- d) Lowest bidder will be decided considering the total price quoted in **B.** and net present value of CMC charges from 4^{th} to 10^{th} year with discounted factor of 8%.
- e) Rate contract will be done based on the rate quoted against each item and order will be issued on the actual required quantity.
- f) Quantity may increase or decrease, which will be proportionately increased or decreased as required.

Signature of Bidder_	
Name	
Address	
Place	
Date	

S.No	Description	Qty	MAKE/ MODEL	Unit Price	Total Price
	Price bid format for 16 Extension				
1	Supply Installation testing and commissioning of Digital, ISDN IP DeCT and UC ready Communication Server Equipped with: Trunk Side: 2 port Analog Trunk Interface Card Extension side: Equipped with 16 Analog Extension Interface 04 Digital Port 01 Onboard IP Gateway Card 10 IP User Liscence 10 Digital Phone Basic 10 Port On Board Voice Mail Card 10 No. Company Auto attendant 16 Nos. Voice Mail License 16 Nos. UC Basic License as per specs 16 Nos. UC Basic License as per specs 16 Least Cost Routing 16 Simultaneous Group of 05 Party Ad hoc Conference 16 Call Forwarding 16 LAN Port 17 External Music on Hold 18 Multiple Level Voice Guidance	1Set			
2	Digital Phone Advanced as per Specification	Each			
3	Digital Phone Basic as per Specification	Each			
4	Analogue Phone with CLI as per specification				
5	Analog Phone without CLI				
6	20 Pair MDF with Krone Module				
7	SITC of Single Pair Telephone Cable with casing Caping				
8	SITC of 2 Pair Telephone Cable with casing Caping 65	Per/ Meter			

9	SITC of 5 Pair Telephone Cable with casing Capping	Per/ Meter		
10	1 KVA UPS with 1 Hr Back-Up	Each		
11	Installation Testing and Commissioning of EPABX with Three Year Onsite warranty	All		
12	CMC for 7 Years after expiry of three year Warranty	1		
			C. TOTAL	

CMC Charges:-

4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year

- v. In case of any discrepancy between unit price & total price Unit price shall prevail.
- vi. This price schedule should be placed in separate envelope sealed 'Cover B'

Note:- Institution will not pay any amount which is not mention in the price bid for 10 years.

Evaluation Criteria for 16 Extensions:

- g) Lowest bidder will be decided considering the total price quoted in C. and net present value of CMC charges from 4th to 10th year with discounted factor of 8%.
- h) Rate contract will be done based on the rate quoted against each item and order will be issued on the actual required quantity.
- i) Quantity may increase or decrease, which will be proportionately increased or decreased as required.

Signature of Bidder_	
Name	
Place	
Date	

SECTION VI: SAMPLE FORMS

Notes to Bidders on the Preparation of Sample Forms

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder MUST use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 7.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder MUST ensure all such information is provided and that the typographical aides are removed.

1. Bid Form

Date: 24 th July 2014 [i.	nsert: date of bid]
[Purchaser specify: "IFB No.: BMSI [insert: Procurement and Rate Contact Additional Reserve Service 1]	ICL/2014-15/MC-019"] tracting of CCTV and Intercom for Government Medical Colleges
To: Managing Director, Bihar Medical Services and Medical S Gandhi Maidan, Patna.	Services Corporation,
Dear Sir or Madam:	
of which is hereby acknowledged, w above-named Contract in full confor (hereinafter called "the Total Bid Price	g Documents, including Addenda Nos. [insert numbers], the receipt e, the undersigned, offer to supply and deliver the Goods under the mity with the said Bidding Documents for the sum of Rs. 5,000/-ee") or such other sums as may be determined in accordance with the t. The above amounts are in accordance with the Price Schedules of this bid.
We undertake, if our bid is ac specified in the Schedule of Requirem	cepted, to deliver the Goods in accordance with the delivery schedule tents.
	idertake to provide an advance payment security and a performance and within the times specified in the Bidding Documents.
	, for the Bid Validity Period specified in Clause 18 of the ITB and it be accepted by you at any time before the expiration of that period.
written acceptance of the bid and you	ct is prepared and executed between us, this bid, together with your ur notification of award, shall constitute a binding Contract between bund to accept the lowest or any bid you may receive.
_	eting for (and, if the award is made to us, in executing) the above the laws against fraud and corruption in force in India namely
We confirm that we comply we documents.	with the eligibility requirements as per ITB Clause 3 of the bidding
We understand that you are not bound	to accept the lowest or any bid you may receive.
Dated this [insert: number] day of [[insert: month], [insert: year].
Signed:	
Date:	
In the capacity of [insert: title or pos	cition]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

3. Earnest Money Deposit (EMD) Form

Date: [insert: date]

IFB: [insert: name and number of IFB]
Contract: [insert: name and number of Contract]

To:

Managing Director,

Bihar Medical Services And Infrastructure Corporation Limited,

Patna

WHEREAS [insert: name of Bidder] (hereinafter called "the Bidder") has submitted its bid dated [insert: date of bid] for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE [insert: name of bank] of [insert: address of bank] (hereinafter called "the Bank") are bound unto [insert: name of Purchaser] (hereinafter called "the Purchaser") in the sum of: [insert: amount], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert: number] day of [insert: month], [insert: year].

THE CONDITIONS of this obligation are the following:

- 1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [insert: the date that is 30 days after the period of bid validity], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank	
Signed:	
Date:	
in the capacity of: [insert: title or other appropriate designation]	
Common Seal of the Bank	

Form - 4 Form of Contract Agreement

betw	een the	RACT AGREEMENT is mad Bihar Medical Services And I	nfrastructure Corpo	ration Lir			
Gov	ernor of	Bihar (hereinafter referred to			plier], havi	ng its principa	l place of business at
			[address o	f Supplier	·] (hereinaf	ter referred to	as the "Supplier) on
the c	ther par	t.					
and	services	the Purchaser invited bids for and has accepted a bid by the ce in words and figures] (here	he Supplier for the	supply of	those good		
NOV	V THIS	AGREEMENT WITNESSET	H AS FOLLOWS:				
1.		Agreement words and exprestions of Contract referred to.	sions shall have the	same me	anings as ar	e respectively	assigned to them in the
2.		ollowing documents shall construed as an integral part		between t	he Purchase	er and the Supp	plier, and each shall be
	(a)	This Contract Agreement					
	(b)	General Conditions of Contr	ract				
	(c)	Special Conditions of Contra	act				
	(d)	Technical Requirements (inc	cluding Functional	Requirem	ents and Im	plementation S	Schedule)
	(e)	The Supplier's original Tech	nno-commercial and	d Price bio	l		
	(f)	The Schedule of Requirement	nts				
	(g)	The Purchaser's Notification	n of Award				
	(h)	[Add here: any other docum	nents]				
3.	Supp	onsideration of the payments plier hereby covenants with the onformity in all respects with the second control of the payments.	e Purchaser to prov	ide the G	oods and S		
4.	and	Purchaser hereby covenants to the remedying of defects ther visions of the Contract at the ti	ein, the Contract P	rice or su	ch other su	m as may beco	
	Brief	particulars of the goods and se	ervices which shall	be supplie	ed/provided	by the Supplie	r are as under:
SL. NO.		BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED		TOTAL PRICE	DELIVERY TERMS	,

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser	
Signed:	
in the capacity of [insert: title or other appropriate designation]	
in the presence of	
For and on behalf of the Supplier	
Signed:	
in the capacity of [insert: title or other appropriate designation]	
in the presence of	
CONTRACT AGREEMENT	
dated the [insert: number] day of [insert: month], [insert: year]	
BETWEEN	
Bihar Medical Services And Infrastructure Corporation Limited, "the Puro	chaser'
and	
[insert: name of Supplier], "the Supplier"	

5. Performance Security Bank Guarantee

(Unconditional)

Date: [insert: date]

IFB: [insert: name or number of IFB]

Contract: [insert: name or number of Contract]

To:

Managing Director,

Bihar Medical Services And Infrastructure Corporation Limited,

Patna

Dear Sir or Madam:

We refer to the Contract Agreement ("the Contract") signed on [insert: date] between you and [insert: name of Supplier] ("the Supplier") concerning the supply and delivery of [insert: a brief description of the Goods]. By this letter we, the undersigned, [insert: name of bank], a bank (or company) organized under the laws of insert: country of bank] and having its registered/principal office at [insert: address of bank], (hereinafter, "the Bank") do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [insert: amount in numbers and words]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 5.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall 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.

For and on behalf of the Bank
Signed:
Date:
in the capacity of: [insert: title or other appropriate designation]
Common Seal of the Bank

6. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

Го:
Managing Director,
Bihar Medical Services And Infrastructure Corporation Limited,
Patna

For and on behalf of the Manufacturer or Producer

WHEREAS [name of the manufacturer or producer] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [name and/or description of the Goods requiring this authorization] (hereinafter, "Goods") having production facilities at [insert: address of factory] do hereby authorize [name and address of Bidder] (hereinafter, the "Bidder") to submit a bid, and sign the Contract with you against IFB [title and reference number of the Invitation for Bids] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these Bidding Documents.

Signed:		 	
Date:			
	of [title, position, of of the off the	 _	luly authorize to sign this

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the bidder in it's bid.

7. Proforma for performance statement

(For a period of last three years)

Bid No:		Date of Opening:		Time :	Hours		
	Name of the	Firm :					
Order Placed By (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered Goods	Value of order	Date of completion As per contract	on of delivery Actual	Remarks indicating reasons for late delivery, if any	Was the supply of Goods satisfactory? (Attach a certificate from the Purchaser/Consignee)
			Signature and	seal of the Bidder			

8. LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach the Purchaser before date of bid opening)

То		
Managing Director, Bihar Medical Services Ar Patna	nd Infrastructure Corporation	Limited,
Subject : Authorization for	attending bid opening on	(date) in the Tender of
Following persons	are hereby authorized to att	end the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.
Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder Or		
Officer authorized to sign Documents on behalf of th		
one, first pro		ermitted to attend bid opening. In cases where it is restricted to Alternate representative will be permitted when regular
2. Permission for above is not re		are opened, may be refused in case authorization as prescribed
•••••		

9. 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:

Name of item supplied	
Name of the Supplier / Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Serial Nos of equipment supplied	
Place of destination	
Name and Address of the Consignee along with tel. no. and fax no.	
Date of receipt by the Consignee	
Date of Installation	
Installation Location at Hospital.	
Accessories supplied and the serial numbers of Accessories	
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	
Signature of Authorized Representative of Consignee with date	
Name and designation of the authorized representative	
Seal of the consignee	
Note: In case of Hospital the Incherge of the hosp	ital concerned would be treated as consignee. In case of of

Note: In case of Hospital the Incharge of the hospital concerned would be treated as consignee. In case of office (other than hospital), the office incharge of the office would be treated as consignee.

(Hospital / Office Incharge) (User Department)

Statement for technical Deviation:

Sr. No	Specifications desired by BMSICL	Bidders specifications	Bidders Deviation if any
			,

FORMAT OF GENERAL GUARANTEE FOR WARRANTY (To be submitted on Firms Letterhead)

Warranty Certificate

Date:

We the Undersigned guarantee satisfactory operation of against your purchase order No	supplied by us to you for a period of calendar railure of the equipment to conform to
for any defects that may develop under proper use arising from workmanship in the supply made and shall remedy such defects at our	the use of faulty materials, design or
for	
Station: (Signature with Name and Designation)	
Date:	
Company Seal	