## KOLLAM DISTRICT COOPERATIVE HOSPITAL SOCIETY LTD Q 952 Palathara, Kollam Pin: 691020

# QUOTATION DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SERVER GATEWAY PBXSYSTEM

Quotation No: SGIPPBXS-12/05/2021/NSMIMS

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#### **SECTION 1**

#### **INVITATION FOR QOUTATION**

Sealed Quotations (Two Bid System) are invited for supply and installation of **PBX IN SERVER GATEWAY ARCHITECTURE** For **NS Memorial Institute of Medical Sciences** (NSMIMS) under **Kollam District- Co-operative Hospital Society Ltd Q 952**.

Date of release of quotation : 12.05.2021 12 pm

Quotation Submission End date : 21.05.2021 5 pm

#### **BRIEF SCHEDULE**

SLI	DESCRIPTION	COMPLETION PERIOD
1	SERVER GATEWAY IP PBX SYSTEM	1 Month

Quotation documents can be downloaded from the website <a href="www.nshospital.org">www.nshospital.org</a> from 12.05.2021 till closing date, Kollam District Cooperative Hospital Society Ltd, Q 952 at Kollam. In the case of bid documents downloaded from the website mentioned above, the required fees as mentioned above has to be deposited at the time of submission of quotation and non-submission of sufficient Quotation document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

### SECTION II SCOPE & DESCRIPTION OF CONTRACT

#### 2.1. GENERAL DEFINITIONS.

- 2.1.1 **Society** means **Kollam District Cooperative Hospital Society Ltd Q 952**, represented by the Secretary.
- 2.1.2 **Purchase Committee** is a Sub Committee of the Board of Directors authorized to decide on the purchase of the drugs, equipment's and other stores procured by the Society.
- 2.1.3 **Quotation Inviting Authority** is the Secretary, Kollam District Cooperative Hospital Society Ltd, Q 952 who calls for Quotations and ensures supply, installation and after sales service of the items procured under this Quotation document.
- 2.1.4 Blacklisting/debarring— the event of violation of any conditions of the Quotation document, more specifically those mentioned in the Specific Conditions of Contract (Section V) and General Conditions Of Contract. (Section VI) of this Quotation document, the Quotations will be prevented for a period of 1 to 5 years from participating in the future Quotations of Quotation Inviting Authority, the period of debarring being decided on the basis of the number of violations in the Quotation conditions and the loss/hardship caused to the Quotation Inviting Authority on account of such violations.

#### **2.2. SCOPE.**

**2.2.1** The Quotations/Bids are invited for the supply, installation and commissioning of the **SERVER GATEWAY IP PBX SYSTEM**, the details of which are mentioned in Section IV, needed for Kollam District Cooperative Hospital Society Ltd, Q 952. The Quotation can be withdrawn at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with Kollam District Co-Operative Hospital Society Ltd, Q 952 or without giving a one month's prior notice.

### SECTION III QUOTATION SCHEDULE

#### 3.1. QUOTATION DETAILS

1	Quotation No	Quotation No: SGIPPBXS-12/05/2021/NSMIMS

#### 3.2. IMPORTANT DATES.

SL NO	PARTICULARS	DATE & TIME
1	Date of Release of Quotation	11/05/2021
2	Quotation Submission End Date	21/05/2021
3	Date of Technical Bid Opening & the Price Bid	26/05/2021
4	Date of Demonstration of the Equipment	To be informed to qualified Quotationers qualifying after opening of technical bids

### SECTION IV 4.1 DETAILS OF WORK

SL No	Description	UoM	Qty	Unit Rate	Total Rate	Тах	Total Rate with Tax
1	Supply of Server Gateway solution with hardware and software licenses for gateways as per configuration and applications required in Technical specifications and also BoM given in Clause No. 7	1	lot				
2	Mid-range IP Phones as backup phones for Operator's	5	nos				
3	Headset for Operator	5	nos				
4	Entry level IP Phones	5	nos				
5	Mid-range IP Phones with WiFi	5	nos				
5	IP Video Phones	2	nos				
6	Installation and Commissioning of total solution		lot				
	TOTAL in INR.						

TOTAL in WORDS:	

4.2 THE DETAILED TECHNICAL SPECIFICATIONS AND OTHER QUALITY PARAMETERS OF THE ABOVE REQUIREMENT MAY BE SEEN AT THE APPENDIX IN SECTION VII-TECHNICAL SPECIFICATIONS.

#### SECTION V 5.1 SPECIFIC CONDITIONS OF CONTRACT

SL NO	ACTIVITY	TIME LIMIT
5.1.1	Installation / Delivery period	3weeks from date of confirmation of delivery from Quotation Inviting Authority
5.1.2	Completion of installation	3 – 4 weeks from the date of supply
5.1.3	Comprehensive warranty period	5 years for all items supplied
5.1.4	Frequency of visits to NSMIMS during Warranty	One visits every 3 months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
5.1.5	Submission of Performance Security and entering contract	20 days from the date of issuance of Letter of Intent
5.1.6	Payment Installments of Price of equipment's and ratio	3 Installments and in the ratio 70:20:10
5.1.7	Time for making payments by Quotation Inviting Authority	Within 30 days from the date of submission of proper documents
5.1.8	Maximum time to attend any Repair call	Within 12 hours during warranty period
5.1.9	Uptime in a year	95%

#### **5.2. Prequalification of Quotationers.**

- 5.2.1 Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a registered place of business in any of the States of India are eligible to participate in this Quotation. [Original Equipment Manufacturers shall submit the 'Manufacturer's Offer Form' (as per Annexure- I). The Letter of Authorization (as per Annexure-2) from the Original Equipment Manufacturer (OEM) shall be submitted in the case of a Quotation who is not the manufacturer of the equipment offered].
- **5.2.2** The bidder who is in the business of the supply and installation of the similar equipment (PBX in Server Gateway architecture) with 500 or more equipped capacity for the last five calendar years.
- **5.2.3** Bidder who submit all the necessary documents as prescribed for inclusion in the technical bid under cl.6.1 without any ambiguity and errors and who submit the requisite cost of the Quotation document and also the EMD prescribed.
- **5.2.4** Bidder should have experience in successfully implementing works of similar nature during the last 5 years. The work execution should be either of the following:

One similar order costing not less than Rs 25 Lakhs

Two similar orders each costing not less than Rs 15 Lakhs.

[Similar order means "Supply, installation and commissioning of PBX in Server Gateway architecture". (Bidder to submit copy of PO/Completion Certificate from the Client]

- **5.2.5** The bidder who have an average annual turnover of Rs. 50 Lakhs for the last three completed financial years. The bidder shall submit proof of the same (Notary attested copy of audited accounts, balance sheet, annual report etc.)
- **5.2.6** Bidder who submit notary attested copy of IT returns filed for the last three years.
- 5.2.7 Bidder who have the capability to attend repairs of the product within the time prescribed and who are willing to provide standby equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). The bidder who have the capability to ensure the uptime mentioned in clause 5.1.10 (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)
- **5.2.8** Bidder who have been blacklisted/ debarred by Quotation Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization or Cooperative Society should not participate in the Quotation during the period of such blacklisting

#### .5.3. FORMAT AND SIGNING OF BID.

- **5.3.1** The bidder shall prepare two copies of the bid, clearly making each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- **5.3.2** The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for unlamented printed literature.
- **5.3.3** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

#### **5.4 SUBMISSION OF BIDS**

5.4.1 Sealing and marking of bids.

The bidders shall seal the original and the copy of the bid in an inner and an outer envelope, duly marking the envelopes as 'Original Bid' and 'Copy of Bid'.

- 5.4.2 The Inner and outer envelopes shall be:
  - (a) Addressed to the purchaser at the following address: -

"The Secretary,

Kollam District Cooperative Hospital Society Ltd Q 952, NS Memorial Institute of Medical Sciences (NSMIMS), Palathara, Kollam,

Kerala - Pin: 691020

- (b) Bear the Invitation for Quotation number and the words "DO NOT OPEN BEFORE...." (Here insert the time and date of Bid opening).
- **5.4.3** The inner envelopes shall indicate the name and address of the bidder.
- **5.4.4** If the outer envelope is not sealed and marked as required herein, the purchaser will assume no responsibility for the bid's misplacement or premature opening.

- **5.4.5** Quotations shall submit their bids in two parts as under:
  - (a) **Technical bid,** in duplicate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications, if any, from that of 'Technical Specifications' and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.
  - (b) Price bid showing only item wise prices in a separate sealed cover inside the main cover.
  - (c) It may be noted that when the main cover is opened on the date and time scheduled for Quotation opening, only the technical bids will be opened.
  - (d) Only those bidders whose technical bids are found to be substantially responsive and demonstration of the functioning of the equipment found satisfactory will be informed of the date and time of opening of their price bids. Price bids of others will not be opened.

#### 5.5. DEADLINE FOR SUBMISSION OF BIDS.

- **5.5.1** Bids must be received by the purchaser at the address specified at para 5.4.2 not later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
- **5.5.2** The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the purchaser and bidders which were subject to the previous deadline will thereafter be subject to the deadline as extended.
- **5.5.3** ` It is the responsibility of the bidders to ensure that the completed bidding documents are delivered to the Quotation Inviting Authority before the closing date and time stipulated above for receipt of bid, failing which the bid would be considered late and rejected.

#### **5.6.** LATE BIDS

5.6.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, will be summarily rejected.

#### 5.7. SINGLE BID

Any bid received by the purchaser in the form of a single bid incorporating both technical details and quoted price will be summarily rejected.

#### SECTION VI GENERAL CONDITIONS OF CONTRACT

#### 6.1 CONTENTS OF THE QUOTATION DOCUMENT: THIS 'QUOTATION/BID DOCUMENT' CONTAINS

#### THE FOLLOWING:

- **6.1.1** Invitation for Quotation (Section I)
- **6.1.2** Scope and Description of Contract (Section II)
- **6.1.3** Quotation Schedule (Section III)
- **6.1.4** Details of Supply Equipments (Section IV)
- **6.1.5** Specific Conditions of Contract (Section V)
- **6.1.6** General Conditions of Contract (Section VI)
- 6.1.7 Appendix: Documents Supplied by the Quotation Inviting Authority
- **6.1.8** Annexures: Formats for submission of Quotations by the bidders

#### **6.2. QUOTATION DOCUMENT**

- **6.2.1** The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the products Quotationed are contained in this "Quotation Document".
- **6.2.2** Quotation documents can be downloaded from website <u>www.nshospital.org/Qoutations</u> from 12/05/2021 till a closing date
- **6.2.3** The general guidelines on the Quotation process are as below.

#### 6.3. RESPONSIBILITY FOR VERIFICATION OF CONTENTS OF QUOTATION DOCUMENT.

- **6.3.1** The purchasers of the Quotation form shall examine all instructions, forms, terms and conditions and specifications in the Quotation Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Quotation Document'.
- **6.3.2** Failure to furnish any information required by the Quotation documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

#### 6.4 GUIDELINES FOR PREPARATION OF QUOTATION.

- 6.4.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Kollam District Cooperative Hospital Society Ltd, Q 952, here in after referred to as the "Quotation Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 6.4.2 In the event of documentary proof as required not being enclosed, the Quotation shall be liable to be rejected. All pages of the bid, except for un-amendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- 6.4.3 Language of Bid: The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Quotation Inviting Authority, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.4.4 The Quotation (in English Language only) for the supply of equipment's mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of organizations to which the equipment with the same specifications have been supplied in India during the last five years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the bidder, it shall be attested by the organization where the same has been supplied and installed.
- 6.4.5 The documentary evidence (other than those regarding supply and past performance) submitted along with the Quotation shall be produced duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person (s) signing the offer.

- 6.4.6 bidder shall submit a declaration letter as per the format given as Annexure 10 and copy of amendments published, if any, signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the Quotation document.
- **6.4.7** An offer submitted in vague /ambiguous financial terms and the like, shall be deemed to be non-responsive and shall be summarily rejected.
- **6.4.8** Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Quotation Inviting Authority. No verbal clarifications will be encouraged

#### **6.6 Deadline for Submission of Quotation**

- **6.6.1** Quotations shall be submitted before the last date & time prescribed and the Quotation Inviting Authority shall not be held liable for any delay whatsoever.
- 6.6.2 The Quotation Inviting Authority may, at its discretion, extend the deadline for submission of Quotation by amending the Quotation Document, in which case, all rights and obligations of the Quotation Inviting Authority and the Quotations previously subjected to the deadline shall thereafter be subjected to the deadline so extended.

#### 6.7 Modification and Withdrawal of Bids.

6.7.1 The bidder can modify or withdraw bids submitted before the last date & time for submission.

#### **6.8 Period of Validity of Quotation**

- **6.8.1** The Quotation must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Quotation Inviting Authority as non-responsive.
- **6.8.2** Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

#### 6.9 ACCEPTANCE / REJECTION OF QUOTATIONS:

- **6.9.1** It is not necessary that the offer of the firm quoting the lowest rates shall be accepted.
- **6.9.2** At any point of time, the Quotation Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful bidder, in the event of the firm deviating from the agreed terms and conditions or as mutually agreed.

#### 6.10 Notices.

**6.10.1** The Quotation Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the Quotation/bid process;

The Quotation notices, documents, corrigendum, addendum etc, if any.

Amendments to the Quotation conditions, if any

 $Results \ of the \ responsiveness \ of \ the \ technical \ bids \ and \ minor \ infirmities \ / \ clarifications \ sought.$ 

List of bidders qualified for demonstration of equipment

Results of the demonstration of the equipment and provisional list of bidders qualified for price bid opening.

Final List of technically qualified bidders.

- **6.10.2** Notice, if any, relating to the contract, given by one party to the other shall be sent in writing or by email and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- **6.10.3** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### **6.11 OTHER TERMS AND CONDITIONS**

**6.11.1** All the terms and conditions in respect of warranty/guarantee, Training of Staff etc mentioned herein shall be complied with.

- **6.11.2** Technical Specifications and Standards: The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in this document.
- **6.11.3** The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, and Customs Duties etc.
- **6.11.4** If at any point of time it is found out that there is a responsibility to affect some statutory deduction at the source, the Quotation Inviting Authority will have the authority to do so.

#### 6.12. QUOTING SYSTEM.

- **6.12.1** The Quotations / bids are to be submitted in two covers.
- **6.12.2** PART-I is titled as **TECHNICAL BID**. The technical bid shall contain the complete technical specification, details on competency and financial stability of the bidder, delivery and after sales conditions.
- 6.12.3 PART II is titled as PRICE BID (BOQ) has to be submitted.

#### **6.14.** AMENDMENT OF QUOTATION DOCUMENTS.

- **6.14.1** At any time prior to the deadline for submission of Quotation, the Quotation Inviting Authority may, for any reason, modify the Quotation document by amendment.
- **6.14.2** The amendments shall be published in the website, and the bidder shall submit copy of amendments published, if any, signed by the bidder or the authorized representative as part of the technical bid as a proof of having read and accepted the terms and conditions of the Quotation document.
- **6.14.3** The Quotation Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each Quotation. Bidders are requested to browse website of the Quotation Inviting Authority for information/general notices/amendments to Quotation document etc on a day to day basis till the Quotation is concluded.

#### **6.15**. CONTENTS OF BID SUBMISSION.

- 6.15.1 Quotation Document
- 6.15.2 Quotation Document cost (in case Quotation document is downloaded from the website)
- 6.15.3 Earnest Money Deposit
- 6.15.4 General information about the bidder as per Annexure V
- 6.15.5 Annual turnover statement of bidder for last three years certified by the auditor as per Annexure IX.
- **6.15.6** Offer form as prescribed in the Annexure-VI.
- **6.15.7** The documents proving that the bidder is an Original Equipment Manufacturer or their principal dealer/importer for Kerala/ South India/India (Annexure I/II)
- **6.15.8** Declaration Letter as per Annexure X and copy of amendments, if any, duly signed in all pages by the bidder or the authorized signatory.
- **6.15.9** Price Bid
- **6.15.10** Power of Attorney as per format in Annexure VIII.
- **6.15.11** Notary attested documents such as articles of association/partnership deed etc., proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.
- **6.15.12** Notarized audited copies of the P& L Accounts, Balance Sheet, and annual report for the last three completed years certified by the auditors.
- **6.15.13** Notary attested copy of IT returns filed for the last three completed years.
- 6.15.14 Details of Service centers as per Annexure VII
- **6.15.15** Documents showing service Centre facilities in Kerala..
- **6.15.16** Technical literature, product data sheet. (Original brochure and other documents proving that the equipment Quoted meets all the technical parameters laid down herein).
- **6.15.17** Comparative statement of the technical specifications and compliance with the supplier's offered model, deviations and justifications.
- **6.15.18** The documents such as supply orders, performance reports showing that the bidder is having previous experience in the business of the supply and installation of the similar equipment offered.
- **6.15.19** List of similar installations, of bidder, with PBX in Server Gateway architecture having equipped capacity of 500 or more lines of the offered model in India (institutions with name/designation of the contact person, phone, number/email).
- **6.15.20** Copy of Quality Certificate requested as per the technical specification (if applicable) for the offered model.

#### **6.16**. OPENING OF QUOTATION

- **6.16.1** The date of technical bid opening is published in advance. However, the date of opening of price bid will be decided only after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be conveyed to the qualified bidders from time to time.
- **6.16.2** The opening of the technical bid and the price bid shall be done by the quotation Inviting Authority or his authorized representatives. The prospective bidders or his/her representative who choose to attend the bid opening can attend the office of the quotation Inviting Authority for the opening of the bids.
- **6.16.3** In the event of the specified date for opening of quotation being declared holiday, the quotation shall be opened at the appointed time and venue on the next working day.
- **6.16.4** In the event of a quotation (a) wherein the claims in the documents are materially missing or (b) if there is substantial error or (c) if the bidder is unqualified for want of required qualifications, the quotation shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- **6.16.5** The bidder shall be responsible for properly uploading/submitting the relevant documents in the formats specified in the specific location and the quotation Inviting Authority shall not be held liable for errors or mistakes done while submitting the bid.
- **6.16.6** The date and time of opening the Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc of the equipment by the bidders.

#### **6.17.** EVALUATION OF QUOTATION

- **6.17.1** Bid Evaluation Committee:
- **6.17.1.1** The commercial terms and documents submitted as part of the technical bid shall be scrutinized by a Bid Evaluation Committee constituted by the quotation Inviting Authority.
- **6.17.1.2** The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
- 6.17.2 Technical Committee:
- **6.17.2.1.** Evaluation of the technical bid shall be conducted by a Committee called the 'Technical Committee'. The demonstration of the machinery / equipment shall be conducted before the technical committee.

#### **6.17.3. Purchase Committee**

- **6.17.3.1** The recommendations of the Bid Evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee.
- **6.17.4** A bidder, at any stage of quotation process or thereafter, in the event of being found after verification by the Quotation Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.
- **6.17.5** The quotation Inviting Authority's decisions on the quotations submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.
- 6.17.6 Arithmetical errors shall be rectified on the following basis: If a discrepancy occurs between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the bidder does not accept the correction of errors, his offer shall be rejected. The Quotation Inviting Authority may waive any minor infirmity or non -conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other bidders.

#### **6.18CLARIFICATION OF BIDS**

- 18.1 During evaluation of bids, the Quotation Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee or technical committee, as the case may be, on its bids submitted
- 6.18.2 The request for clarification and the response shall be in writing, either through email or by post.

#### 6.19 DEMONSTRATION OF TECHNICAL SPECIFICATIONS AND PERFORMANCE: -

6.19.1 Before the opening of the Price Bid, immediately after the opening of Technical Bid, the bidder shall arrange for demonstration of the machine at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Quotation Inviting Authority.

- 6.19.2 If it is not possible for the successful bidder to provide the model offered which conforms to the exact specifications as per section IV, then it shall be open to the bidder to submit a model with similar specifications for the demonstration, if agreed by the Quotation Inviting Authority. The purpose of this exercise is to satisfy the Quotation Inviting Authority about the ability of the OEM / bidder to manufacture and supply those items of specified specifications of good quality. However, the successful bidder will have to satisfy the Quotation Inviting Authority during the installation of the first piece of accessories at any location specified that it conforms to the requirements of the Section IV and failure to supply the equipment's as per the requirements will lead to forfeiture of performance security and may also lead to blacklisting/debarring the bidder for a period of 3 to 5 years.
- 6.19.2 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Quotation Inviting Authority will lead to automatic rejection of the Quotation and the price bid of such bidders shall not be considered for opening of Price bids.
- 6.19.3 The Quotation Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Quotation Inviting Authority's inspector during demonstration as mentioned above.
- 6.19.4 Goods accepted by the Quotation Inviting Authority at initial inspection and in final inspection in terms of the contract shall in no way dilute Quotation Inviting Authority's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

#### 6.20. PRICE BIDS

- **6.20.1** The Price bids (BOQ) of the short-listed technically qualified bidder(s) will be opened only after evaluation of Technical Bids. The short-listing of the bidder(s) will be carried out on the basis of the technical evaluation and demonstration.
- 6.20.2 The opening of the price bid shall be done by the Quotation Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful pre delivery inspection /demonstration, conducted by the Technical Committee/Quotation Inviting Authority shall be opened in the second round.
- **6.20.3** Price offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, installation, training and successful commissioning of the accessories and fulfillment of warranty and after sales service to the satisfaction of the NSMIMS.
- **6.20.4** Fixed price: Prices quoted by the bidder shall be fixed during the period of the contract and not subject to variation on any account.
- **6.20.5** Price variation due to statutory changes including excise/customs duty or GST may be considered during contract period before releasing the Letter of Intent/supply order on receipt of proper documents.
- **6.20.6** There shall be no hidden costs.
- **6.20.7** Basic Price: The price of the equipment, accessories quoted shall be inclusive of ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.
- **6.20.8** Customs duty payable on the goods, if applicable, shall be indicated separately. The bidder shall indicate the value of import items on which customs duty is payable.
- 6.20.9 Tax (GST): Applicable Tax (GST) shall be quoted in numeric values and in Rupees
- **6.20.10** The packing, forwarding freight and insurance charges applicable shall be quoted separately in numeric values and in Rupees.
- **6.20.11** The total amount will be calculated and will be taken for evaluation and bid ranking.
- **6.20.12** The bidders shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under and under no circumstances offer the essential equipment's, without which the accessories cannot function properly, as optional or left un-quoted.

#### 6.22. AWARD OF CONTRACT.

- **6.21.1** Criteria: The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening. However, the Quotation Inviting Authority reserves the right to reject the claims of the lowest evaluated bidder for enough reasons.
- **6.21.2** The details such as rates, the model of the accessories selected for award of the contract and the details of successful bidders etc will be published during the period of price firmness on the website of the Quotation Inviting Authority

#### 6.23. NOTIFICATION OF AWARD/LETTER OF INTENT (LOI).

- **6.23.1** Before expiry of the Quotation validity period, the Quotation Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its Quotation for accessories, which have been selected by the Quotation Inviting Authority, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Quotation Inviting Authority.
- **6.23.2** The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.
- **6.23.3** The Notification of Award shall constitute the conclusion of the Contract.

#### **6.24. SIGNING OF CONTRACT.**

- **6.24.1** The successful bidder shall execute an agreement in the format as given under Annexure III for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
- **6.24.2** The successful bidder shall submit bank guarantee in the format as per Annexure IV as performance security.
- 6.24.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall return two copies of the contract (as per agreement Annexure III), both on `Rs 200/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Quotation Inviting Authority by registered / speed post or in person.
- 6.24.4 The successful bidder shall later extend the contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract with the Quotation Inviting Authority/three months prior to the completion of Warranty Period, if the Quotation Inviting Authority desires so. The CMC will commence from the date of expiry of the Warranty Period.
- **6.24.5** Assignment: -The successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Quotation Inviting Authority's prior written permission
- 6.24.6 Subcontracts: The successful bidder shall not subcontract the execution of the contract. Such action, if done without the knowledge of the Quotation Inviting Authority prior to the entering of the contract, shall not relieve the successful bidder from any of its liability or obligation under the terms and conditions of the contract.
- **6.24.7** Modification of contract:- If necessary, the Quotation Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following.
- **6.24.7.1** Specifications, drawings, design etc. where goods to be supplied under the contract are to be specifically manufactured for the Quotation Inviting Authority.
- 6.24.7.2 Mode of Demonstration.
- **6.24.7.3** Incidental services to be provided by the successful bidder
- 6.24.7.4 Mode of Installation
- **6.24.7.5** In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.
- **6.24.7.6** If the successful bidder does not agree to the adjustment made by the Quotation Inviting Authority, the successful bidder shall convey its views to the Quotation Inviting Authority within ten days from the date of the successful bidder's receipt of the Quotation Inviting Authority's amendment / modification of terms of the contract.

#### **6.25. Performance Security**

- **6.25.1** There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful bidder to the Quotation Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.
- **6.25.2** The contract duly signed and returned to the Quotation Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
- **6.25.3** Upon receipt of such contract and the performance security, the Quotation Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.
- **6.25.4** Failure of the successful bidder in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
- **6.25.5** The Performance security shall be denominated in Indian Rupees as detailed below:
- **6.25.5.1** It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, endorsed in favour of the Quotation Inviting Authority.
- **6.25.5.2** In the event of any failure /default of the successful bidder with or without any quantifiable loss to the Society including furnishing Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited.
- **6.25.5.3** In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- **6.25.5.4** Quotation Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations and after confirming that all the contractual obligations have been successfully complied with.
- **6.25.5.5** The Bank Guarantee submitted in the place of EMD/Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of Quotations.

#### **6.26 DELIVERY AND INSTALLATION**

- **6.26.1** The successful bidder shall visit the NSMIMS and recommend pre-installation requirements. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, Quotation Inviting Authority shall deduct liquidated damages as per the Quotation conditions.
- 6.26.2 The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the NSMIMS. It shall be ensured that the equipment's arrive at the destination in good condition within the delivery period mentioned and as per the other requirements of the Quotation Document.
- 6.26.3 If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Quotation Inviting Authority in writing within a week about the same and its likely duration and make a request to the Quotation Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Quotation Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- **6.26.4** The successful bidder is required to deliver the equipment's and install the equipment's at the site within time specified from the date of issue of the 'Supply Order' and demonstrate the specification/features as well as operation / performance of the product to the satisfaction of the Quotation Inviting Authority.

#### **6.27**. PAYMENT

- **6.27.1** The payment of the first installment of the price agreed will be made within thirty days from the date of installation of the equipment with its all necessary accessories specified in the supply order.
- **6.27.2** The original invoice submitted shall be in the name of the Quotation Inviting Authority and the name of the consignee shall also be mentioned in it.
- **6.27.3** Requests for advance payment, payment against delivery or payment. Through Bank against dispatched documents will not be considered. Part Payment at the agreed rate as per cl.5.1. Shall be considered in respect of equipment's installed and the necessary Installation Certificate obtained.

- **6.27.4** The retained remaining (second) installment will be released on submission of the 'One month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies by the successful bidder..
- **6.27.5** The successful bidder shall not claim any interest on payments under the contract.
- **6.27.6** Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the successful bidder at rates as notified from time to time.
- **6.27.7** The successful bidder shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Quotation Inviting Authority.
- **6.27.8** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Quotation Inviting Authority, as and if permitted under the contract, the successful bidder shall also certify that, in case it gets any refund out of such taxes and duties from the authorities concerned at a later date, it (the successful bidder) shall refund the same to the Quotation Inviting Authority forthwith.

#### **6.28 AFTER SALES SERVICE CONDITIONS.**

- **6.28.1** The Quotation Inviting Authority gives paramount importance to the after sales service of the machinery/equipment's installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost.
- **6.28.2** The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Quotation Inviting Authority in its endeavor to provide trouble free operation/performance of the equipment's for the prescribed period need only participate in the Quotation.
- **6.28.3** Failure to provide satisfactory after sales services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the bidder, but after issuing due notice and provide opportunity for being heard.

#### **6.29 GUARANTEE/WARRANTY TERMS.**

- **6.29.1** The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- **6.29.2** The successful bidder further must warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the successful bidder that may develop under normal use of the supplied goods.
- 6.29.3 All the equipment including the accessories supplied as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1 in the first instance. During this period, the successful bidder shall replace all defective parts and attend to all repairs/breakdowns and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.
- 6.29.4 The prospective bidders, who are not manufacturers, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide software support and spare parts for the period of warranty as mentioned, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership of the bidders their existing dealers could not provide service during the warranty period. The undertaking from OEM is an essential document forming part of the Technical Bid, without which the Quotations will be rejected summarily in the first round itself.
- **6.29.5** Registered after sales service center in Kerala preferably or at least in South India should be available as part of the pre-qualification criteria under cl.5.2.6 and the bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.
- **6.29.6** Site Visits: The successful bidder shall visit the Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1. During the warranty period. The bidder shall attend any number of break down/repair calls as and when informed by the Quotation Inviting Authority.
- **6.29.7** Complaints should be attended properly, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, the successful bidder shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5

- days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.
- 6.29.8 Upon receipt of such notice for repair/breakdown from the Quotation Inviting Authority, the successful bidder shall, within the period specified under cl.5.1.9, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Quotation Inviting Authority.
- **6.29.9** If the successful bidder, having been notified, fails to rectify the defect(s) within the period specified in cl.5.1.9, the Quotation Inviting Authority may proceed to take such remedial action as may be deemed necessary at the successful bidder's risk and cost and without prejudice to any other rights which the Quotation Inviting Authority may have against the successful bidder under the contract.
- **6.29.10** Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment's or to provide standby equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to imposition of a fine of Rs.500 for each day exceeding the stipulated period and/or forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.
- **6.29.11** A warranty certificate duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Quotation Inviting Authority for keeping it under safe custody along with the Installation Certificate.
- **6.29.12** The equipment which requires quality assurance test shall be so tested free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of the Quotation Inviting Authority and when major spares are replaced.
- **6.29.13** Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.
- **6.29.14** The bidder shall submit the activities to be carried out during the preventive maintenance visit.
- **6.29.15** The bidder shall submit the parameters which require calibration and the frequency of calibration required. (*If applicable*)
- **6.29.16** The bidder shall submit the details of all major spares in the price bid cover.
- **6.29.17** The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty and submit a 'calibration certificate' to the Quotation Inviting Authority afterwards. (*If applicable*)
- 6.29.18 The offered warranty includes:-
- **6.29.18.1** Visits to NSMIMS at frequencies prescribed under cl.5.1. as part of preventive maintenance.
- 6.29.18.2 Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the Quotation Inviting Authority.
- **6.29.18.3** Quality Assurance tests (if applicable). The exclusion of warranty of any vital equipment parts will be compared with offers of other bidders during evaluation of the bids and this may be taken into consideration in deciding the successful bidder on the basis of expert advice.
  - **6.29.19.5** The bidder shall provide up-time warranty of complete equipment as mentioned in clause 5.1.10, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.

#### **6.30 SPARE PARTS**

- **6.30.1** The bidder shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.
- **6.30.2** Successful bidder shall carry enough inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Quotation Inviting Authority promptly on receipt of order from the Quotation Inviting Authority.
- **6.30.3** The successful bidder shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Quotation Inviting Authority for such replaced parts/goods thereafter.
- **6.30.4** The Quotation Inviting Authority may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful bidder shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of Quotation conditions and lead to penal provisions.
- **6.30.5** The method of evaluation and comparison of prices will take into consideration the cost of the reagents as well.

#### **6.31. Training.**

**6.31.1** The successful bidder must impart on-site training to IT Staffs / Doctors/ Technicians/Para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period to the satisfaction of the Quotation Inviting Authority.

**6.31.2** The training details shall be recorded in the installation certificate for enabling the Quotation Inviting Authority to make the first 60% payment.

#### 6.33. IMPORTED EQUIPMENT'S.

- **6.33.1** The Quotation Inviting Authority shall in no way involve in the import of the equipment's from foreign countries, if such equipment's are manufactured outside the country. It shall be the solemn duty of the bidder to import the equipment's offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipment's.
- **6.33.2** The bidders shall inform any advantages in prices to the Quotation Inviting Authority because of reductions/exemptions in customs duty in case of imported equipment's at the time of pre-Quotation meeting and the Quotation document shall be modified by amendment to that extent.
- **6.33.3** The Quotation Inviting Authority will not interfere in any manner with the import process and the successful bidder shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.
- **6.33.4** Successful bidder shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Quotation Inviting Authority promptly on receipt of order from the Quotation Inviting Authority.

#### 6. 34. INTELLECTUAL PROPERTY RIGHTS (IPR).

**6.34.1** The successful bidder shall, at all times, indemnify and keep indemnified the Quotation Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

#### 6. 35. CORRUPT OR FRAUDULENT PRACTICES.

- **6.35.1.** It is required by all concerned to observe the highest standard of ethics during the procurement process. In pursuance of this policy, the Quotation Inviting Authority prescribes the following conditions:
- **6.35.2** "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence in the procurement process or in contract execution; and
- 6.35.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Quotation Inviting Authority, and includes collusive practice among bidders (prior to or after Quotation submission) designed to establish Quotation prices at artificial non-competitive levels and to deprive the Quotation Inviting Authority of the benefits of free and open competition.
- **6.35.4** Quotation Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Quotation Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.35.5 No bidder shall contact the Quotation Inviting Authority or any of its officers on any matter relating to its bid, other than communications for clarifications and requirements under this Quotation in writing, with an intention to influence the members of various committees or officials of Quotation Inviting Authority. Any such effort by a bidder to influence the Quotation Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bidder's bid.

#### **6.36. FORCE MAJEURE**

- **6.36.1** For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non–performance or delay in performance. Such events may include, but are not restricted to, acts, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- **6.36.2** If a Force Majeure situation arises, the successful bidder shall promptly notify the Quotation Inviting Authority in writing of such conditions and the cause thereof within twenty-one days of occurrence of

- such event. Unless otherwise directed by the Quotation Inviting Authority in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- **6.36.3** If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 6.36.4 In case due to a Force Majeure event the Quotation Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Quotation Inviting Authority will notify the successful bidder accordingly and subsequent actions taken on similar lines described in the above sub-paragraphs

#### **6.37.** RESOLUTION OF DISPUTES.

- **6.37.1** If dispute or difference of any kind shall arise between the Quotation Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- **6.37.2** If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the Quotation document, either the Quotation Inviting Authority or the successful bidder may give notice to theother party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 6.37.3 In the case of a dispute or difference arising between the Quotation Inviting Authority and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of the Board of Directors whose decision shall be final
- **6.37.4** Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Kollam, Kerala State, India.

#### **6.38.** Applicable Law & Jurisdiction of Courts.

- **6.38.1** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 6.38.1 All disputes arising out of this Quotation will be subject to the jurisdiction courts of law in Kollam

#### .6.39. GENERAL/ MISCELLANEOUS CLAUSES

- **6.39.1** Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the successful bidder/its Indian Agent/CMC Provider on the one side and the Quotation Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- **6.39.2** Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- **6.39.3** The Successful bidder shall notify the Quotation Inviting Authority of any material change that would impact on performance of its obligations under this Contract.
- **6.39.4** Each member/constituent of the Successful bidder in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Quotation Inviting Authority for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- **6.39.5** The Successful bidder shall, at all times, indemnify and keep indemnified the Quotation Inviting Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- **6.39.6** All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **6.40.** Penalties for non-performance.

- **6.40.1** The penalties to be imposed, at any stage, under this Quotation are;
- 6.40.1.1 Imposition of liquidated damages,
- **6.40.1.2** Forfeiture of EMD/performance security
- **6.40.1.3** Termination of the contract
- **6.40.1.4** Blacklisting/debarring of the bidder
- **6.40.2** Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of Quotations in the first round itself

- and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.
- **6.40.3** The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of Quotation conditions specifically mentioned in the Quotation document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring.
- **6.40.4** Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:
- 6.40.5 Liquidated damages:- If the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Quotation Inviting Authority shall, without prejudice to other rights and remedies available to the Quotation Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Quotation Inviting Authority may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Quotation Inviting Authority shall seek alternate measures at the risk and cost of the successful bidder.
- **6.40.5.1** The penalties imposed by the Quotation Inviting Authority will be published on the website of the Quotation Inviting Authority for a period as decided as appropriate by it.
- **6.40.5.2** The decision to impose penalties and finally to blacklist the defaulting firm will be final and shall be binding on all bidders participating in this Quotation.

#### 6.41. TERMINATION OF CONTRACT.

- 6.41.1 Termination for default:- The Quotation Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Quotation Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Quotation Inviting Authority.
- **6.41.2** In the event of the Quotation Inviting Authority terminating the contract in whole or in part, the Quotation Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Quotation Inviting Authority for the extra expenditure, if any, incurred by the Quotation Inviting Authority for arranging such procurement.
- **6.41.3** Unless otherwise instructed by the Quotation Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- **6.41.4** Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Quotation Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Quotation Inviting Authority.
- 6.41.5 Termination for convenience:- The Quotation Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Quotation Inviting Authority's)convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Quotation Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective. Further details could be obtained from the office of the Secretary, Kollam District Cooperative Hospital Society Ltd Q 952

#### 6.42. FALL CLAUSE.

6.42.1 The prices charged for the equipment supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the equipment's of identical description to any other persons during the period of contract. If any time, during the contract, the reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the Quotation Inviting Authority and the price payable under the contract of the equipment's supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

#### Annexure -1

#### **MANUFACTURERS OFFER FORM**

(To be submitted by manufacturers)

No.	Dated:
То	
	he Secretary, ollam District Cooperative Hospital Society Ltd Q 952
Sir,	
	Quotation No :
	Equipment Name :
1.	We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at (Full address with telephone number/fax number & email ID and website), and having factories at
2.	No company or firm or individual has been authorized to bid, negotiate and conclude the contract in regard to this business against this specific Quotation.
3.	We hereby declare that we are willing to provide guarantee /warranty and after sales service during the period of Warranty as per the above Quotation.
4.	We also hereby declare that we have the capacity to manufacture and supply, instal and commission the quantity of the equipment's quoted within the stipulated time.
	(Name) for and on behalf of M/s  Date: (Name of manufacturers) Place:

Note: This letter of authority should be on the letter head of themanufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

### Annexure-2 MANUFACTURER'S AUTHORISATION FORM

(to be submitted by authorizeddealers/representatives/importers)

No.	Dated:
(Quota	ecretary ation Inviting Authority) n District Cooperative Hospital Society Ltd Q 952
Sir,	Quotation No : Equipment Name :
1.	We (Name of the OEM) are the original manufacturers of the above equipment having registered office at (Full address with telephone number/fax number & email ID and website), having factories at
	and, do hereby authorize M/s (Name and address of bidder) to submit Quotations, and subsequently negotiate and sign the contract with you against the above Quotation no
2.	No company or firm or individual other than M/s are authorized to bid, negotiate and conclude the contract in regard to this business against this specific Quotation.
3.	We also hereby undertake to provide full guarantee/ warrantee /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
4.	We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment's Qutationed within the stipulated time.
	e) for and on behalf of
Date:	(Name of manufacturers) Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney

### Annexure-3 AGREEMENT

THIS	AGREEMENT	made	on	the		Day	of			2017	between
	(Name	and	Address	of	Purcha	ser)	represe	nted	by	the	Secretary
(Herein	after "the <i>Purcha</i> s	ser") on t	he one pa	art and		(Name ar	nd Addre	ss of			
Supplie	r)		. (Herein	after	"the	Supplier	~")	represe	nted	by	
	(Name of the Authorized Signatory and Designation), Aged										
years, r	esiding at	(Full	Resident	tial Addre	ess of the	e Signator	y) on the				
	other part: WHEREAS the Purchaser has invited Quotations for the supply of(brief										
descrip	tion of goods and	d services	vide Qu	otation r	າວ	dated	The su	pplier			
nas submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the Quotation document. The <i>Purchaser</i> has finalized the Quotation in favor of the Supplier for the supply of the said goods and services for a total cost of Rs (Contract											
Price in dated	Words and Figure	es) (Herei	nafter "tl	ne Contra	ict Price'	") and issu	ied Lette	r of Inten	t / Supply	/ Order N	0

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Quotation document referred to.
- 2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - a. all the documents submitted by the bidder as part of technical bid and price bid;
  - b. the Schedule of Requirements;
  - c. the Technical Specifications and other quality parameters;
  - d. the clarifications and amendments issued / received as part of the Quotation document
  - e. e. the General Conditions of Contract;
  - f. the Specific Conditions of Contract; and
  - g. the Purchaser's Letter of Intent
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

# Annexure – 4 BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

					Sales tax
SI. no	Brief description	Quantity	Unit price	Total	and other
		to be	(5.)	Amount	Taxes
	of goods	installed	(Rs)	(3*4) (Rs)	Payable
		ilistalleu		(5 4) (15)	(Rs)
1	2	3	4	5	6

	1	2	3	4	5	6			
Total value: 5+6									
Delivery Schedule:									
IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.									
	Signed, Sealed and Delivered by the said (For the Purchaser) in the presence of Signed, Sealed and								
	Delivered by the said (For the Supplier)								

and Address

with Office

seal)

in the

1. (Signature, Name and Address of witness)

Designation

Name,

presence of.....

(Signature,

2. (Signature, Name and Address of witness)

#### Annexure-6

#### **GENERAL INFORMATION ABOUT THE BIDDER**

	Name of the bidder			
1	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
		Contact Person Details		
	Name		Designatio n	
2	Telephone No.		Mobile No.	
Communication Address			ess	
3	Address			

	State					District				
	Telephone No.						Fax			
	Email			Website		ite				
			Type of the	Firm (Pl	ease 2	rel	evant	box)		
	Private Ltd.		Public Ltd					Proprietorship		
4	Partnership		Society					Others, Specify		
	Registration No. 8	& Date	of							
		N	ature of Bu	siness (F	Please	? re	elevant	box)		
	Original Equipme Manufacturer	nt	nt			Authorized Dealer / Representative				
5	Direct Importer			Others, Specify						
	Key Personnel D	etails (	Chairman,	CEO, Dir	ectors	, M	anagir	ng Partners etc.		
	In Case of Directors, DIN Nos. are required									

	Name			Desigr	nation		
6	Name			Design	ation		
7	Whether any criminal case was registered against the company or any 7 of its Promoters in the past						
Other relevant Information provided *  (here enclose the details such as presentation on the details of the bid in a CD preferably, please avoid submission of detailed leaflets / brochures etc, if possible)							
Data		Office				ure of the Ider /	
Date		Seal				norized natory	

### Annexure-7 OFFER FORM

	Having examined and accepting the conditions of the Quotation document no we here by submit this offer for the Supply& installation of					
		ned in section IV of the Quotation	ng the detailed ted document. The details o	•		
	SI.	Name of the Equipment	Model	Original Equipment  Manufacturer		
Da	ate:	Office seal		gnature of the Bidder Authorized Signatory		

### Annexure-8 SERVICE CENTRE DETAILS

Toll free number, if any			
GST n	umber of Service center		
SI. No	Name and address of the service center (s)	Contact Details	
1		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engineer	
		Mobile No.	
		Telephone No:	
		Fax No:	
2		Email ID.	
		Name of the Service Engineer	
		Mobile No.	

			Telephone No:	
			Fax No:	
			Email ID.	
3			Name of the	
			Service Engineer	
			Mobile No.	
Date	e:	Office Seal		Signature of the bidder / Authorized Signatory

### Annexure-9 POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We	(Name	and
address of the registered office) do hereby	constitute, appoint and autho	rize
Sri/Smt	. (name	
and address) who is presently employed wi	th us and holding the position	of
	. as our	
attorney, to act and sign on my/our behalf	to participate in the Quotatior	า
no for	(Equipment name).	
I/ We hereby also undertake that I/v	we will be responsible for all a	ction of Sri/Smt
him/her during the Quotation process and signature is attested below.	thereafter on award of the co	ntract. His / her
	Dated this theday	of 201_
	For	
	(Name, Designation and Add	dress)
Accepted		
	(Signature)	
(Name, Title and Address of the Attorney) Date:		

#### Annexure-10

#### ANNUAL TURN OVER STATEMENT

	The Anni M/s	ual Turnover of	for
		ree years are given below and co	ertified that the statement is true and correct
	SI.No	Year	Turnover in Lakhs (Rs)
	1	2015-16	
	2	2016-17	
	3	2017-18	
		Total	
	Ave	erage Turnover per year	
Da	te:		
Sig	gnature of Aud	ditor/ Chartered Accountant	
(N	ame in Capita	1)	
Se	al:		

### Annexure-11 DECLARATION FORM

I/We M/s		represented by
ts Proprietor / Managing Partner / Manag	ging Director having its	Registered Office at
	do hereby declare tha	t I/We have carefully
read all the conditions of Quotation dated		
for supply of	_	
floated by the Kollam District Cooperative Hos	pital Society Ltd <mark>Q 952</mark> and	d accepts all
conditions of Quotation.		

Signature of the bidder

Name in capital letters with Designation

### Annexure-12 Warranty Certificate

Name of the	Supplier:	Name of the Secre	Name of the Secretary		
Signature: Signature:					
Seal: Seal:					
	WAR	RANTY CERTIFICATE			
	ointly by the bidder, & Repr vidually for every equipmen	<del>-</del>	on Inviting		
ridenority mar	viadany jer every equipmen	,	Date:		
Supply order I	No : dated	d			
The instrumer	nt	(Item Name)			
Model No	Bearing serial	no was i	nstalled		
Successfully a	t NSMIMS	is offe	ered with		
-	ensive warranty for toincludi	·	_		
SL NO	NAME OF THE EQUIPMENT	YEAR OF WARRANTY	ADDITIONAL WARRANTY		
	_				

### Annexure – 13 <u>Technical Specifications for SERVER GATEWAY Communication Solution</u>

SI No	Description	Compliance (Complied/ Not Complied)	Remarks
	Technical Specifications for IP Communication Server Solution		
1.1	IP based Communication Server should be a full-featured IP based communications appliance Server solution providing all latest features on Server - Media Gateway architecture so that the IP Communication can be achieved across corporate Local and Wide Area Network (LAN and WAN).		
1.2	Solution should support high availability with multiple Servers to achieve resiliency and geographical redundancy. Server should be a COTS (Commercially Off The Shelf) Server from HPE/ DELL/ Lenovo/IBM make.		
1.3	Communication System should be scalable, distributable and modular and the operating system shall be LINUX/WINDOWS based. System shall employ IP at its core with IP switching technology and 100% non-blocking.		
1.4	There should be no restriction on number of endpoints being backed up in case of call manager /control failure.		
1.5	The system should be hot redundancy in Active: Active mode. ie. if one Control fails the second control should take the complete load of the calls automatically without any manual intervention & without dropping any existing calls (IP, TDM & PRI).		
1.6	The communication system should have VOIP and Voice mail server at its core .i.e. VOIP and Voice mail server should not consume any slot in system.		
1.7	System shall be converged communication with IP @ Core platform, it should support Analog, Digital, IP Telephones, mobile smart clients, PC UC clients & SIP based video desk phones.		
1.8	System should support CO Trunk, ISDN E1/PRI, QSIG protocol, GSM Trunk/ Gateways, E&M, Analog Subscribers, Digital Subscribers and IP Subscribers		
1.9	The solution should be provided with Power Failure Transfer (PFT) for the analog trunk lines.		
1.10	Solution should be on Unified Communication Platform which should be provided with Voice, Data, Social Media integration, Mobility, UC Client, Unified management, Centralized Call Detailed Report, Contact Center (Call Center), Multi party conference, Code- Blue emergency communication solution, Voice Mail and HIS integration.		

1.11	The communication system should have distributed architecture using single box or multiple boxes. All the entities in the network shall be centrally configurable through Network Management Software so that IT manager can manage full solution centrally.	
1.12	The communication system should support 99.99% uptime of internal and external communications with no single point of failure. It should allow addition of new applications and new sites/location with ease.	
1.13	Offered system should support IPV6. It should be possible to configure IPV6 and IPV4 in the same appliance software without addition of any hardware or software.	
1.14	The communication system shall support multiple port interfaces such as analog extension lines, digital key phone, IP Extension, C.O. Line, GSM/5G, E & M Line, PRI/E1 and VoIP.	
1.15	The offered communication system should provide communications solutions over IP, no restriction should evolve in terms of quality of service, reliability and security.	
1.16	The Communication system should support networking of two or more communication system over IP infrastructure.  Bidder should have sufficient experience in establishing such network.  Minimum 02 credentials with respect to this point to be submitted (PO Copy/ Installation Certificate/ Performance Certificate from Customer).	
	The existing BPL make SIGMA INDX EPABX at NS Hospital to be integrated with the proposed solution with feature transparency. Minimum 30 channel communication to be established between the present system and proposed system.	
1.17	The system shall provide IP functionality at its core to support SIP/IP extensions and trunks over SIP protocol. It should be possible to support SIP Trunks and SIP/IP Extension with the single SIP Server.	
2	IVRS, Auto Attendant and Call recording, PC Based attendant Console, Conference, Contact Center, Voice Mail, Code Blue Emergency Communication Solution, UC Client and HIS integration	
2.1	IVRS: Server should be provided with a full-fledged IVRS (Integrated Voice Response System) that can provide multiple customizable trees (min 20) so that adequate call routing can be achieved with customized Voice prompts to reduce human intervention and human errors. This automated system should be configurable time to time as per NS Hospital's upcoming requirements.	
2.2	<b>Auto attendant</b> : The system shall have the inbuilt auto attendant facility and shall be able to answer minimum 90 or better calls simultaneously.	

2.3	<b>Call recording</b> : All incoming and outgoing calls to NS Hospital should be recorded for quality monitoring and audit purpose. 1TB hard disk to be provided for this purpose.  IVRS and Call recording should be an integrated feature of the solution and should be from same OEM so that integration, report generation, customization would be seamless without any channel restrictions.	
2.4	PC Based attendant Console: Offered solution should be provided with full-fledged PC Based attendant position with miscall alert facility. It should be possible to contact-back (dial out) missed-calls with a 'click of mouse' so that the operator's efficiency will be improved. PC Based attendant position should be 'url' based application so that the application can be accessed from any terminal on LAN. PC based attendant position should be loaded with full features of an operator console. Headset for operator also to be provided along with PC Console. It should be possible to take reports of the attendant position on daily/ hourly basis so that call drop and operator efficiency can be monitored periodically. Also, in the condition that all operators are busy and cannot attend the call, then operator can contact back the 'called party' with 'click of a mouse'.	
2.5	<b>Conference</b> : It should have built-in multi-party conferencing. It should have minimum 29 conference possible of 3-party. The maximum number of participants in single conference would be 29.	
2.6	Contact Center/Call Center: Application solution should be provided with 10 'seat' contact center solution with 9 agents and 1 supervisory position.  Detailed specification provided in succeeding page of tender specification (Clause no.8).	
2.7	<b>Voice Mail</b> : The offered solution should be provided with 20 channel Voice Mail license which should be expandable upto 50 channels.	
2.8	Code Blue Emergency Communication Solution: Offered Solution should be equipped with Code-Blue emergency communication with report facility.  The emergency communication should be a full-fledged 'Codes' solution which is having the provision of integrating all standard Codes (Code Blue/ Code Red / Code Pink etc) used in healthcare industry.  Code-Blue: It should be possible to integrate PBX extension, mobile phones, soft phones, hard phones, external land line numbers, Public Addressing System and Nurse Call System.	

	Code Blue solution should be able to provide minimum 20 active members / devices in single event - it should be configurable as per hospital requirement. The solution should be able to generate minimum 5 such events at any given point of time. Solution should be able to able to trigger the event from any extension on PBX with access code. Solution should be able to provide reports of all the events with full details like the total called numbers, attended numbers, duration and details of non-responsive numbers.	
2.9	<b>UC Client</b> : UC Client should be an application from same OEM of PBX and it should provide all telephony features of PBX.UC Client should be able to provide UC Client on desktop/ laptop and mobile. It should have the facility to support standard headset for voice communication application. NS Hospital will be using this facility for mobility application also.	
2.10	HIS integration: The offered solution should provide seamless HIS (Hospital Information System) integration so that NS Hospital can use a single application software for all hospital management application. All contact-center positions should be provided with HIS integration facility. This is important as registration desk; doctor booking agent position will be answering to external call based on HIS information. Also, the call agents will be updating the data base and appointment details to HIS Server through the terminal provided to them.  Solution should be able to provide 'token reminders' with respect to doctor appointment, pharmacy, lab, radiology etc so that patient can be assisted with proper support. Required HIS integration and IVRS voice prompt to be customized as per NS hospital's requirement.	
2.11	Appointment Scheduler: It should be possible to schedule doctor appointment with the help of IVRS and HIS integration. IVRS also should provide doctor's availability status and appointment confirmation. The appointment confirmation should be provided to patient's registered mobile number as an SMS. Required SMS application will be provided by NS Hospital.  IVRS should also be able to provide required details to patients by dialing MRD number.	
3	SYSTEM FEATURES	
3.1	System should supports traditional circuit switching as well as VoIP functionalities.	
3.2	Multiple networking options supporting PSTN (analog and digital) and TIE trunk analog digital and IP) in Server Gateway architecture.	
3.3	<b>SIP Trunk</b> : Offered solution should have the provision to accommodate SIP trunk as and when required, without the addition of any hardware's.	
3.4	Remote sites should be survivable and fully operational even if the central site fails, or the WAN connectivity between the remote site and central site fails. One number Server to be deployed at remote location to ensure geographical redundancy.	

3.5	System should support wide range of terminals including analog phone, digital phone, IP phone (SIP soft phone, IP DECT phone, UC Client).	
3.6	The proposed system shall facilitate user-friendly computer telephony integration (CTI).	
3.7	Basic telephony functions should be provided in one system without additional servers such as publisher TFTP Server and other Servers.	
3.8	System should supports built in ACD function and no external Server should be needed for ACD functionality.	
3.8	Minimum communication must be provided after discharge backup battery (Power failure transfer).	
3.9	The IP Phones must be designed to provide a converged infrastructure at the desktop, with a 10/100BASE-TX connection to the LAN and built-in hub for a PC connection to the telephone itself. Mid-range and High end IP Phone must be Modular in design and flexible to incorporate more number of keys without replacing Phone whenever required protecting initial investment.	
3.10	System should be offering features with enhanced user interface. On the WAN side, the system trust provides peer-to-peer connections over IP networks with the voice compression.	
4	<b>Call billing</b> : Detail reports of all system parameters should be generated through the CDR port of System. External third party Billing software shall not be required for basic report generation. Reports shall be directly saved in PDF format. Facility of online and scheduled report also should be available.	
5	NMS: Offered PBX should be provided with a full-fledged centralized NMS (Network Management Solution) so that all the devices in the PBX network can be monitored and configured centrally with this software.	
6	System should support	
6.1	Pure IP System capable TDM Config	
6.3	The Solution should support peer to peer connections. The Offered system would be IP @ Core. Analog gateways (PCM/TDM) should be connected to Server as a gateway. The present PBX at NS Hospital is to be connected to Server with minimum 30 channel interconnectivity so that present infrastructure can be utilized.	
6.2		

7	Minimum System Capacity:	
7a	The offer should cover , but not limited to, the rate for supply, installation, testing and commissioning of below requirements at NSMIMS:  Server with required software's and licenses- 2nos Analog Ext - 560 expandable to min 3000 ports SIP Ext - 50 users. UC Client - 50 users. GSM/5G Gateway - 4ports PRI gateway- 1nos. SIP Trunk - 20 channels (for interfacing with other SIP devices) Interface with existing exchange - 30 channels Full Fledged IVRS Solution Auto Attendant Voice Logger Voice Mail - 20 ports Centralized Call Billing Solution Code Blue/ Emergency Communication Solution Appointment booking and scheduler Contact/Call Center with 9 agents and 1 Supervisor with HIS integration Network Management Solution HIS integration	
7b	Entry level IP Phones - 10nos Mid-range IP Phones - 5nos as backup consoles for PC based Operator Consoles. Mid-range IP Phones with WiFi - 5nos Headset for Operator - 5nos IP Video Phones - 2nos.	
7c	Analog extension should be provided in gateways with following configurations. Cabling and LAN are already provisioned as per the below config.  - 32port gateway - 9nos  - 24port gateway - 7nos  - 16 port gateway - 7nos  - 48port gateway - 1nos  [Racks and Patch panel with field-side cable terminations will be provided by NSMIMS]	
7d	Installation and Commissioning of solution including the rate for integrating with present exchange.	
8	Technical Specifications for Call Center/ Contact Center	
8.1	The Call Center Solution should be from same OEM as PBX so that the application will work seamlessly with Call Server and HIS. It should be modular, flexible, scalable and robust solution.	

8.2	System should support scalability to unlimited ports with additional resources /licenses (to be procured extra) if required	
8.3	Call center should be an integrated feature of the application Server and it should not be an interface with 3rd party solution through analog/PRI or SIP	
8.4	Should support Advance IVRS features as below:	
i	Should support unlimited number of menu level and options	
ii	Situation Based Welcome Messages for Office Time / After-office Time / Holidays etc	
iii	Should be able to do things as below:	
	Play a Message  Record a Message - Forward the recorded message as E-Mail Capture Digits from caller and should be able to decide next path based on Caller's digit  Play Digits as Number Play Digits as Amount Play Digits as Date  Play Digits as Time Play Digits as singular digits and combinations External Database Integration Play data received from Database as either Number/Date/Amount etc.	
iv	Should support Advance ACD features including skilled based routing	
v	Should be able to transfer the call to particular Extension / Group of Extension based on Caller's selection	
8.5	Should have Advance CTI features as below: Customer Data upload from CSV/Excel file. Customer Data Sync with External Database (CRM/ERP etc.) if required. Customer Detail pop-up from internal database. Customer Detail fetch from External Database (CRM/ERP etc.) on real time basis if required Customer CRM page open in Agent application itself	
8.6	Should show Caller's calling history on screen pop-up with Call date, time, Agent talked with and remarks if any.  Should show Waiting Calls details on screen while Agent is On Call, •  Should show Abandoned calls on Agent Screen for ease of handling the Abandoned calls • Should support E-Mail and SMS functionality for Agents to send E-Mail and SMS to the Customers while on call • Agent should be able to dispose the call in proper disposition for proper reporting.  Should support Social Media Integration. It should have the feature of live-campaign. Live campaign should be possible as Outbound calls and messages. Database integration to be used for campaigns. It should be possible to send SMS and pre-recorded voice messages for live campaigns. SMS api integration and SMS gateway integration to be possible for live campaigns.	

8.7	Should support Advance Supervisor features as below: Real time monitoring of Agents Voice log Search, play and export Team wise Access. Supervisor should be get access to only his/her team based on the permission.	
	Supervisor should be able to give some messages to Agents/particular agent from application.	
8.8	Should Support standard reports like ACD report, Agent productivity report, Campaign productivity report, Accent Break details, Disposition wise report, IVR detail report etc. Should support report scheduling and automatic mailing of reports. Should support basic Customer Database Creation as per the fields required: Should provide API for 3 party application integration like CRM/ERP. Should be able to customize as per the requirement if any.	
	<ul><li>IP Trunk:</li><li>The system should support VoIP solutions as an integral part of the system.</li></ul>	
	<ul> <li>Support of minimum 250 SIP trunk for connecting various SIP terminals and Service provider network.</li> <li>System should have capability to support Video call Over IP</li> </ul>	
9	<ul> <li>The system must support following features of IP telephony: Dynamic DNS, Registrar Server, Proxy Server, Presence Server, NAT and STUN, voice codec G.711u, G.711a, G.723, G.729, GSM, iLBC.</li> <li>Only trusted IP address should be allowed for calling via Peer to Peer</li> </ul>	
	<ul> <li>trunk.</li> <li>Digest authentication shall be supported on peer to peer SIP trunk.</li> <li>At least 500 IP addresses should be allowed in Trusted IP List.</li> </ul>	
10	System Security	
	<ul> <li>The system must incorporate advance security features like real time medial encryption.</li> <li>System should have facility to disable Telnet and FTP server access to have maximum security.</li> <li>Support of SIP over TLS and SRTP without any licenses. It should be</li> </ul>	
	<ul> <li>IPv6 ready from first day</li> <li>System SIP trunk must accept traffic from trusted IP source and it must support digest authentication for security of SIP traffic.</li> </ul>	
	<ul> <li>System should block GUI access after certain unsuccessful attempts of login. Also it should support Password Ageing.</li> <li>SMS and Email notification should be sent of all Activity and Fault logs to predefined minimum two mobile numbers and two Email respectively.</li> </ul>	

	<ul> <li>Operating System used by the communication system must not use or natively support network resource sharing services such as NFS, samba, LPR etc.</li> <li>Password and access control must include at least:- § Shadow Passwords to prevent the possibility of an aggressor to easily read or deduce system or account access passwords.</li> <li>§ Password Aging with configurable time periods.</li> <li>§ Usage of MD5 algorithm (or stronger) for password encryption.</li> </ul>	
	<ul> <li>Internal OS controls for remote point of access restriction and service availability. (i.e. TCP Wrappers and Trusted Hosts)</li> <li>IP Phones should not support direct, external initiated, connections via HTTP, telnet, FTP, TFTP or any other protocol as means to prevent distributed Denial of Service attack exploitation.</li> <li>IP Phones must support 802.1x (EAP-MD5 or better) for authentication and access control to the network, this mechanism must allow the user to be connected to the system once he has passed the authentication process; not before.</li> </ul>	
	<ul> <li>System should have options to configure voice VLAN number, allowing for the separation of voice and data traffic</li> <li>Administration users connecting directly to the Call Server (console) shall be authenticated</li> <li>All management traffic between a remote console/session and the system must be encrypted. (HTTPS for web sessions etc.)</li> <li>The management platform must provide Role Based Account Management to define different levels of administrator access depending on specific function responsibility.</li> </ul>	
11	Apart from above mentioned features, the solution should support all standard features of PBX including but not limited to:	
	<ul> <li>Caller ID</li> <li>Account Codes (Forced)</li> <li>Allowed and Denied Lists, trunk reservation</li> <li>Alternate Number Dialing</li> <li>Backup CDR</li> <li>Backup-System Configuration</li> <li>Barge-in</li> <li>Call Duration Control</li> <li>CLI based Routing, Routing of calls to only permissible legal networks (Logical Partitioning)</li> <li>Closed User Group (With/Without System ID)</li> <li>Conference Dial-in</li> <li>Conference – Multiple Participants</li> </ul>	

	<ul> <li>Direct Dialing-In (DDI on T1/E1/PRI)</li> <li>Direct Inward System Access (DISA)</li> <li>Dynamic DNS (DDNS)</li> <li>E-mail Notification (VMS)</li> <li>Embedded Registrar and Proxy Servers (SIP Server)</li> <li>Fax over IP (T .38 Relay and Pass-Through)</li> <li>Hot Outward Dialing (With/Without Number &amp; Delay)</li> <li>Least Cost Routing (Number , Time and Service provider)</li> <li>Live Call Screening (VMS)</li> </ul>		
	<ul> <li>Message Wait Indication</li> <li>Multi-Stage Dialing</li> <li>Online CDR</li> <li>Peer-to-Peer Calling</li> <li>Real Time Clock</li> <li>Region Selection</li> <li>CDR Posting (Call Accounting System Interface)</li> <li>SMS Gateway &amp; SMS server</li> <li>Inbuilt Call Detail Records</li> <li>System Activity Log and Display</li> </ul>		
12	Specification of COTS Server		
i	Rack mount Server with 1/2 U form factor		
ii	Intel Xeon 8 core processor		
iii	min 2 Ghz processor		
iv	min 32 GB RAM		
V	2x 1TB Harddisk		
vi	500 GB SSD		
vii	Should support Raid 5 architecture		
viii	Redundant Power Supply		
13	Entry level IP Phone Specification		
i	2 SIP Lines		
ii	HD Voice		
iii	128x48 display with backlight		
iv	2*100 base-T Ethernet		
V	PoE enables		
vi	Support IPV6		
14	Midrange IP Phone Specification		
i	4 SIP Lines	_	
ii	Support IPV6		
iii	HD Voice		
iv	2.8" Colour LCD Screen		
V	Dual Gigabit		
vi	min 28 DSS Keys		

15	Midrange IP Phone with WiFi Specification	
i	4 SIP Lines	
ii	Support IPV6	
iii	HD Voice	
iv	2.8" Colour LCD Screen	
٧	Dual Gigabit	
vi	min 28 DSS Keys	
vii	Phone should be WiFi operational so that the same can be deployed in any part of hospital through hospital WiFi network	
16	IP Video Phone Specification	
i	7" capacitive touch colour screen	
ii	HD audio	
iii	Gigabit Ethernet port with PoE	
iv	Built in camera / 720p HD Video conferencing facility	
V	WiFi	
vi	Bluetooth	
vii	HDMI	
17	Call center Headset Features & Specification	
i	Adjustable fit enhances all-day wearing comfort, ensuring users stay fresh and engaged	
ii	Super lightweight, robust design and soft, audio-optimized ear cushions provide all day comfort	
iii	Intuitive inline controls to answer/end calls, control volume, and mute	
iv	Next generation custom microphone reduces background noise and interference, ensuring fewer missed words and a better experience	
V	Tuned stereo wideband audio delivers richer, clearer conversations Sound Guard DIGITAL protect users from hearing discomfort and listening fatigue	
vi	Designed for the rigors of communication intensive environments	
vii	Laser welded construction and durable joints provide unbeatable toughness	
vii	Connect to PC via USB	
	Warranty	
	The entire supply materials should be warrantied for 60 months or as mentioned in NIT	
	Installation and Commissioning	
1	Installation and Commissioning charges to be quoted extra including the integration with present exchange	
2	Cables, Connectors, Patch Codes, interfacing modules etc, as required, for installation is in the scope of bidder.	