

# BHIMA BHOI MEDICAL COLLEGE & HOSPITAL BALANGIR - 767002, ODISHA.

[FORMERLY KNOWN AS GOVERNMENT MEDICAL COLLEGE & HOSPITAL,  
BALANGIR.]

## TENDER FOR PROCUREMENT OF DESKTOP COMPUTERS, PERIPHERALS AND ACCESSORIES

Reference No.: 1910/ Date: 29.11.2018

Mob No.: +91 9861184752

Email: [gmcbalangir@gmail.com](mailto:gmcbalangir@gmail.com)

### Key Information & Important Dates:

Sl. No.	Particulars	Information
1	Start Date for sale or availability of bid document in the official website	From <b>01.12.2018</b> .
2	Cost of bid document (non-refundable)	<b>Rs. 2, 000/- (Rupees Two Thousand) only to be paid along with Technical Bid.</b>
3	Date & Time for Pre-Bid Meeting	<b>6.12.18, 11.00 A.M.</b>
4	Venue of Pre-Bid Meeting	Office chamber of the Dean & Principal, Bhima Bhoi Medical College & Hospital, Balangir-767002, Odisha in the college premises.
5	Last date and time for receipt of bids	<b>24.12.2018 up to 5.00 P.M.</b>
6	Date and time of opening of Technical bids	<b>26.12.2018, 3.00 P.M.</b>
7	Venue of Bid Opening Meeting	Office chamber of the Dean & Principal, Bhima Bhoi Medical College & Hospital, Balangir-767002, Odisha in the college premises.
8	EMD	<b>Rs. 40,000/-.</b>
9	Address for submission of bids	Office of the Dean & Principal, Bhima Bhoi Medical College & Hospital, Balangir, Odisha, PO – Rajendra College, 767002.
10	Date and time of opening of Financial bids	<b>To be intimated to the technically qualified bidders through e-mail.</b>

Note: In case the closing date for sale of bid document or/ and date for Pre-Bid Meeting or/ and last date for receipt of bids happens to be a holiday for Bhima Bhoi Medical College & Hospital, Balangir for any reason, the activity will be held on the immediate next working day at the same time & place.

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## A. Notice Inviting Bids

1. Bids are invited from eligible Bidders (Manufacturers/ Authorized Dealers) interested to supply **Desktop computers,Peripherals& accessories** to Bhima Bhoi Medical College& Hospital, Balangir-767002, Odisha vide a contract with specific terms and conditions as prescribed.
2. Interested Bidders can download the bid document containing detailed terms & conditions, scope and eligibility criteria from the official website: [www.dmetodisha.gov.in](http://www.dmetodisha.gov.in) & [www.gmcbalangir.infocreatives.com](http://www.gmcbalangir.infocreatives.com). The cost of the bid document for **Rs. 2, 000/- (Rupees Two Thousand) only (non-refundable)** shall be submitted along with the technical bid in the form of **Demand Draft/ Pay Order** from any Nationalized/ Scheduled Bank in India in favor of **Dean & Principal, Government Medical College and Hospital, Balangir**, payable at **Balangir**.
3. The bids (both technical and financial) by eligible Bidders shall reach the Office of the undersigned within due date and time (i.e. **24.12.2018 up to 5.00 P.M.**) in the prescribed format and manner. All bids must be accompanied by an **EMD (Rs.40,000/-)** as specified in Point No.19. **Electronic bidding is not permitted. Bids received after due date and time shall be rejected.** Bids shall be received only through **registered post/ speed post/ courier service.**
4. **The bidders can participate for one or more items.**
5. The information to bidders for all the items are contained in a single bidding document. Bidders shall submit cost of the bid document for Rs.2,000/- (Rupees Two Thousand) only even if they submit bids for more than one item.
6. The bidders have to submit information in the Proforma attached as **Annexure I.**
7. Delivery Sites are mentioned in Schedule of Requirement with Specification.

Sd/-

**Dean & Principal**

**Bhima Bhoi Medical College & Hospital, Balangir**

## **B. Eligibility Criteria**

The interested Bidders shall have to comply to the following criteria to participate in the tendering process:

1. The bidder should either be an Importer or Authorized Distributor / Supplier or Original Manufacturer and must have successfully supplied the items similar to the type specified in this bid document up to at least 100% of the quantity required in any one or all of the last 3 Financial Years i.e. 2015-16 to 2017-18 to Government/ Private Medical Colleges or Central Government Autonomous Institutions. **(Copies of Purchase Orders for the similar items supplied during last 3 Financial Years i.e. 2015-16 to 2017-18 to Government/ Private Medical Colleges or any Government Institutions to be furnished.)**
2. The manufacturer should be in continuous business of manufacturing the items similar to that specified in this bid document during the last three years prior to the last date of bid submission.
3. The items for supply must be of the most recent series models incorporating the latest technology and design.
4. Financial Capability: The Minimum required average annual turnover in last 3 Financial Years i.e. 2015-16 to 2017-18 - **Rs.1 Crore. (Copies of Profit and Loss Accounts, Balance Sheets and Auditor's Reports for the last three 3 Financial Years is to be furnished.)**
5. All bids submitted shall also include the following information along with specified formats:
  - (i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm, etc.
  - (ii) Copies of PAN Card, GST Registration Certificate, etc.
  - (iii) Affidavit in **Annexure III** that the bidder has not been debarred/blacklisted by any Govt./ Semi-Govt./ Public Sector/ Corporate Organization.

## C.General Conditions of Contract

### **1. General:**

1.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

1.2 Bhima Bhoi Medical College & Hospital, Balangir is not responsible for the completeness of the Bidding Documents and their addendum/ corrigendum, if any.

### **2. Clarification on Bidding Documents:**

A prospective Bidder requiring any clarification on the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the pre-bid meeting, to be held on **6.12.2018 at 11 A.M.** The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the due procedures.

### **3. Amendment of Bidding Documents:**

3.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

3.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in the website and institution Notice board.

3.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

### **4. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the **Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.**

## 5. Language of Bid:

5.1 The Bid as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in **English language**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

## 6. Documents Comprising the Bid:

The Bid shall comprise the following:

### a. Technical Bid:

- Cost of Bid Document for **Rs.2,000/- (Rupees Two Thousand) only** in shape of Demand Draft in favour of **Dean & Principal, Government Medical College & Hospital, Balangir**, payable at **Balangir**;
- EMD;
- Written confirmation authorizing the signatory of the Bid to commit the Bidder;
- Documentary evidence establishing the Bidder's eligibility to bid;
- Documentary evidence that the Goods and Related Services conform to the Bidding Documents;
- Manufacturers' Offer Form/ Manufacturer's Authorization Form;
- Any other document required in the Bid Document other than Financial Bid.

b. Financial Bid: Financial Bid in the Format at **Annexure IV**.

7. **Alternative Bids: Alternative bids shall not be considered.**

## 8. Bid Prices:

### 8.1 Rate Contract:

8.1.1 This is a Rate contract Bid, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx.

quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease. The bidders are expected to quote their best rates for the items. The technical specification, approx. quantity and locations, under the first instance of supply are also mentioned in this bid document. During the rate contract period, only Bhima Bhoi Medical College & Hospital, Balangir is authorized to place purchase orders for the supply of item(s) to be procured under this bid during the validity of the rate contract period.

- 8.1.2 If the Tender Inviting Authority chooses to place repeat order(s) during the rate contract period for supply of the item(s), then the successful bidder is bound to supply the same as approved at the same rates and under the same terms and conditions of this bid.
- 8.1.3 The bidders can't withdraw their bid within the **minimum bid validity period of 180 days after the last date of submission of bid** and also after accepting the Letter of Intent or entering into the rate contract agreement with Bhima Bhoi Medical College & Hospital, Balangir for Issue of purchase order.
- 8.2 Prices shall be quoted as specified in the Financial Bid. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in this bid document. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the bid document, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

**9. Currencies of Bid:** The Bidder shall quote in Indian Rupees only.

## **10. Documents Establishing the Conformity of the Goods and Related Services:**

- 10.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Annexure V.
- 10.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the technical specifications.
- 10.3 Standards for workmanship, process, material as well as references to brand names or catalogue numbers specified by the Purchaser in this bid document, if any, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in this bid document.

## **11. Documents Establishing the Qualifications of the Bidder:**

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- a. that the Bidder meets each of the qualification criterion specified in Eligibility Criteria.
- b. Bids from Joint Ventures are not acceptable.



## **12.Period of Validity of Bids:**

12.1 Bids shall remain valid for a period of 180 days after the last date of submission of bid prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The EMD shall also be requested to be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. No Bidder shall be required or permitted to modify its bid.

## **13.Format and Signing of Bid:**

13.1 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

13.2 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **14.Submission, Sealing and Marking of Bids:**

14.1 Bidders shall have the option of submitting their bids only through registered post/ speed post/ courier service.

- a. The bid shall be submitted in a sealed envelope with clear inscription as **“BID FOR SUPPLY OF DESKTOP COMPUTERS, PERIPHERALS AND ACCESSORIES”**, on top of it before due date and time.
- b. The bid shall be in two parts i.e. Cover-A and Cover-B. “Cover-A” shall contain the Technical Bid and “Cover-B” shall contain the Financial Bid.
- c. Technical Bid and Financial Bid shall be submitted separately in sealed covers with clear inscription as **“TECHNICAL/ FINANCIAL BID FOR SUPPLY OF DESKTOP COMPUTERS, PERIPHERALS AND ACCESSORIES”** on top of respective covers and both the sealed envelopes shall be sealed in a third envelop with required inscription on it as mentioned in Clause (a) above.

14.2 The inner and outer envelopes shall:

- a. bear the name and address of the Bidder;
- b. be addressed to the Purchaser;
- c. bear the specific identification of this bidding process and
- d. bear a warning not to open before the time and date for bid opening.

14.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

14.4 Telex, Cable or Facsimile bids will be rejected as non-responsive.

**15. Deadline for Submission of Bids:**

15.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the bid document i.e. **24.12.2018, 5 P.M.** 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.

15.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**16. Late Bids:**

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids i.e. **24.12.2018, 5 P.M.** Any bid received by the Purchaser after the deadline for submission of bids shall be declared late and rejected and will not be opened.

**17. Withdrawal, Substitution, and Modification of Bids:**

17.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a. submitted in accordance with the respective clauses of this bid document and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
- b. received by the Purchaser prior to the deadline prescribed for submission of bids i.e. **5-00 P.M. of 24.12.2018.**

17.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

17.3 No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder in the bid submitted or any extension thereof.

#### **18. Cost of Bid Document:**

18.1 The bidder shall submit along with the Technical Bid, the cost of Bid Document for **Rs.2,000/- (Rupees Two Thousand) only (non-refundable)**, which is inclusive of GST, in the form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in India in favour of **Dean & Principal, Government Medical College & Hospital, Balangir**, payable at **Balangir**.

18.2 Any bid not accompanied by cost of Bid Document for Rs.2, 000/- (Rupees Two Thousand) only shall be rejected by the Purchaser as non-responsive.

#### **19. EMD:**

19.1 The bidder shall submit along with the Technical Bid, **EMD for Rs.40,000/- in form of Demand Draft/ Pay Order/ Bank Guarantee from any Nationalized/ Scheduled Bank in India in favor of Dean & Principal, Government Medical College & Hospital, Balangir**, payable at **Balangir**.

In case of Bank Guarantee, it must be submitted in the prescribed format as at **Annexure VIII**, which is to be valid for a period of at least 45 days beyond the validity period of the bids.

19.2 Any bid not accompanied by the requisite Cost of Bid Document and EMD shall be rejected by the Purchaser as non-responsive.

19.3 The EMD of the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract.

19.4 In case of the successful bidder, the EMD shall be adjusted towards Performance Security. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security.

19.5 EMD of a bidder may be forfeited:

- a. If the bidder:
  - i. withdraws its bid during the period of bid validity; or
  - ii. does not accept the correction of errors requested by the Purchaser, or,
- b. if the successful Bidder fails to:
  - i. furnish the Performance Security; or
  - ii. sign the Contract;

## **20. Technical Bid Opening:**

20.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in this bid document i.e. Bhima Bhoi Medical College & Hospital, Balangir, Odisha-767002. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

20.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened and will be returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

20.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence of Cost of Bid Document, the presence of EMD and any other details as the Purchaser may consider appropriate. No Bid shall be rejected at Bid opening except late bids.

20.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification; and the presence or absence of Cost of Bid Document and EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

### **21. Financial Bid Opening:**

21.1 The Financial Bids shall be opened of those bidders who will qualify in the technical evaluation.

21.2 Financial Bids shall be opened in the presence of the technically qualified bidders' / their representatives, who choose to attend in person at the address given below: **Bhima Bhoi Medical College & Hospital, Balangir, Odisha-767002.**

Date of Opening of Financial Bids shall be intimated to the technically qualified bidders through e-mail id submitted by them.

### **22. Confidentiality:**

22.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other person not officially concerned with such process until publication of the Contract Award.

22.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison or contract award decisions may result in the rejection of its Bid.

22.3 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

### **23. Clarification of Bids:**

To assist in the examination, evaluation and comparison of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids.

### **24. Responsiveness of Bids:**

24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

24.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

- a. affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or
- b. limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

24.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### **25. Nonconformities, Errors and Omissions:**

25.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a

reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

25.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- a. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

25.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the EMD may be forfeited.

## **26. Preliminary Examination of Bids:**

26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in the bid document have been provided and to determine the completeness of each document submitted.

26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the EMD may be forfeited -

- a. Cost of bid document in accordance with this bid document.
- b. EMD in accordance with this bid document.
- c. Financial Bid.

## **27.Examination of Terms and Conditions; Technical Evaluation:**

27.1 Bids are invited for Computers, peripherals and its accessories.

27.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in Special Conditions of Contract without material deviation or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Force Majeure, Limitation of Liability, Governing Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

27.3 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with the provisions in the bid document, to confirm that all the requirements specified in the bid document have been met without any material deviation or reservation. If required, the bidder may be requested for demonstration or sample verification of the items during the technical bid evaluation process.

27.4 If, after the examination of the terms and conditions and the technical bid evaluation including technical specification, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.

## **28.Financial Evaluation; Comparison of Bids:**

28.1 The Purchaser shall compare the evaluated prices of all substantially technically responsive bids for each item.

28.2 Prices shall be considered for evaluation like below:

28.3 The quoted rate should include excise/ customs duty, transportation, insurance, packing & forwarding or any other incidental charges.

## **29.Purchaser's Right to Accept Any Bid and to Reject Any or All Bids:**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.



### **30.Award Criteria:**

- 30.1 Contract for an Item shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has offered the lowest evaluated bid price for each item separately.
- 30.2 A bidder can be awarded contracts for more than one item if in more than one item, the bid of the bidder is determined to be substantially responsive and who has offered the lowest evaluated bid price for those items.
- 30.3 The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per item and meets the eligibility criteria mentioned in this bid document).
- 30.4 The Purchaser shall take into account:
- i. The lowest-evaluated bid for each item and
  - ii. The price reduction per item and the methodology for its application as offered by the Bidder in its bid.
- 30.5 In case more than one technically qualified bidder quote the same lowest price in case of aitem, contract shall be awarded to the bidder for that item with the higher average annual turnover during the last 3 Financial Years i.e. 2015-16 to 2017-18 or distributed among them as per Purchaser's discretion.

### **31.Purchaser's Right to Vary Quantities at Time of Award:**

**At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in this bid document.**

### **32.Notification of Award:**

- 32.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 32.2 Along with the notification, the Purchaser shall send the successful Bidder the Agreement as at Annexure VII and the Special Conditions of Contract.
- 32.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **33. Performance Security:**

33.1 Performance Security shall be 10% of the contract value of the item.

33.2 The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ Bank Guarantee as per Format in Annexure VII from any Nationalized/ Scheduled Bank in India in favor of Dean & Principal, Government Medical College & Hospital, Balangir, payable at Balangir within 10 days of notification of award.

33.3 Performance Bank Guarantee shall be valid up to 60 days after the date of completion of performance obligations. In the event of any correction of defects or replacement of defective material, the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the validity period.

33.4 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

33.5 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

33.6 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of Completion of the Supplier's performance obligations under the Contract.

### **34. Signing of Contract:**

Within ten (10) days of receipt of the Agreement, the successful Bidder shall submit the Performance Security and sign, date & return the Contract to the Purchaser.

### **35. Delivery Period:**

The goods are required to be delivered within 60 days following the date of issue of purchase order. No credit will be given to deliveries before the earliest date and

bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period there will not be any adjustment.

#### **D. Special Conditions of Contract**

##### **1. Fraud and Corruption:**

1.1 If the Purchaser determines that the Supplier and/ or any of its personnel or its agents or its consultants, service providers, suppliers and/ or their employees is engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 24 shall apply as if such expulsion had been made under Sub-Clause 24.1.

a. For the purposes of this Sub-Clause:

- i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
- ii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>2</sup>;
- iii. “collusive practice” is an arrangement between two or more parties<sup>3</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;

<sup>1</sup>“Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Govt. and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup>“Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>3</sup>“Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup>“Party” refers to a participant in the procurement process or contract execution.

v. “obstructive practice” is

- a. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- b. acts intended to materially impede the exercise of Bhima Bhoi Medical College, Balangir’s inspection rights.

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

## **2. Interpretation:**

### **2.1 Entire Agreement**

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### **2.2 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### **2.3 Non-waiver**

- a. No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any

breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 2.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3. Notices:

3.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the bid document. The term "in writing" means communication in written form with proof of receipt.

3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 4. Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of the Govt. of India, Odisha General Financial Rules and Delegation of Financial Power Rules 1978 of Govt. of Odisha.

### 5. Settlement of Disputes:

5.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

5.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by

arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

The dispute settlement mechanism to be applied shall be as follows:

- a. In case of Dispute or difference arising between the Purchaser and the supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.
- b. Arbitration proceedings shall be held at Balangir, Odisha, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- d. Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute

5.3 Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any money due the Supplier.

## **6. Verification by Bhima Bhoi Medical College & Hospital, Balangir:**

The goods supplied by the Suppliers shall be verified by the Purchaser prior to acceptance as described in Cl. 15 of Special Conditions of Contract.

## 7. Terms of Payment:

7.1 The Contract Price shall be paid as below:

- a. **On Delivery:** 90% (Ninety Percent) of the contract price shall be paid by Bank transfer/ cheque on receipt of Goods and upon submission of the documents specified below:
  - i. Two copies of the Supplier invoice showing contract number, goods description, quantity, unit price and total amount;
  - ii. Acknowledgement of receipt of goods from the Consignee;
- b. **After Verification:** the remaining 10% (Ten Percent) of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Annexure X.

7.2 **2% TDS will be deducted** from the total payments to be made if the total amount exceeds more than Rs. 2,50,000/- as per the notification of the Finance Department, Government of Odisha.

7.3 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to the relevant Clauses in Special Conditions of Contract and upon fulfillment of all other obligations stipulated in the Contract.

7.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty(60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

7.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

## 8. Taxes and Duties:

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

## 9. Copyright:

The copyright of all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested

in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

#### **10. Confidential Information:**

10.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any document, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

10.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purpose unrelated to the contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the performance of the Contract.

10.3 The obligation of a party under Sub-Clauses 10.1 and 10.2 above, however, shall not apply to information that:

- a. the Purchaser or Supplier need to share with Govt. or other institutions participating in the financing of the Contract;
- b. now or hereafter enters the public domain through no fault of that party;
- c. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party;  
or
- d. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

10.4 The above provisions of this Clause 10 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

10.5 The provisions of this Clause 10 shall survive completion or termination, for whatever reason, of the Contract.

#### **11. Sub-contracting:**

**Subcontracting is not allowed in this bid document.**

#### **12. Specifications and Standards:**



- a. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in this bid document.
- b. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in this bid document. During Contract execution, any change in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the Special Conditions of Contract.

### **13. Packing and Documents:**

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

13.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Special Conditions of Contract, and in any other instructions ordered by the Purchaser.

### **14. Insurance:**

14.1 Unless otherwise specified in the Special Conditions of Contract, the Goods supplied under the Contract shall be fully insured - against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the Special Conditions of Contract.

14.2 Should any loss or damage occur, the Supplier shall -

- a. initiate and pursue claim till settlement, and
- b. promptly make arrangements for repair and/ or replacement of any damaged item/s to the satisfaction of the Purchaser and ensure supply/ commissioning as per terms of the contract, irrespective of settlement of claim by the underwriters.

**15.Verification:**

Verification of the supplied items prior to final acceptance are as follows:

- i. The verification of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase order. The complete set of items should be supplied properly by the supplier.
- ii. The work will be conducted by the authorized person (s) of Bhima Bhoi Medical College & Hospital, Balangir, who will verify and make recommendation on the specification of the goods for acceptance by the Dean & Principal, Bhima Bhoi Medical College & Hospital, Balangir. However, Dean & Principal, Bhima Bhoi Medical College & Hospital, Balangir, can co-opt any other subject matter specialist to facilitate the verification. There shall not be any additional charge for carrying out the verification.
- iii. In the event of the item failing to pass, a period not exceeding two weeks will be given to rectify the defects, failing which the purchaser reserves the rights to get the item replaced by the supplier at no extra cost to the purchaser.

**Acceptance Certificate:**

On successful completion of verification, receipt of deliverables, etc. and after the purchaser is satisfied with the item, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful verification of the item.

## **16.Liquidated Damage:**

Except as provided under Clause “Force Majeure”, if the Supplier fails to deliver any or all of the Goods by the Date (s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% (One percent) per week or part thereof up to a maximum of 4% (four percent) on the value of delayed goods or unperformed Services, so the maximum allowed penal period will be 4 (four) weeks. However, the Dean& Principal, Bhima Bhoi Medical College& Hospital, Balangir reserves the right to allow an additional penal period of 4 (four) weeks beyond the normal penal period (4 weeks) on the written request of the supplier with the condition that liquidated damage @ 1.5% will be charged for each week or part thereof during the extended penal period. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to Clause “Termination”.

## **17.Warranty:**

17.1 The Supplier warrants that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

17.2 Subject to Special Conditions of Contract Sub-Clause 12 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the country of final destination.

17.3 The Purchaser shall give notice to the Supplier stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

17.4 Upon receipt of such notice, the Supplier shall expeditiously repair or replace the defective Goods or parts thereof within 15 days, at no cost to the Purchaser.

17.5 If having been notified, the Supplier fails to remedy the defect within 15 days of notice, the Purchaser may proceed to take within a reasonable period such

remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**18. Patent Indemnity:**

18.1 The Supplier shall, subject to the Purchaser's compliance with Special Conditions of Contract Sub-Clause 18.2 below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a. The supply of the Goods by the Supplier or the use of the Goods in the country where the site is located; and
- b. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other materials not supplied by the Supplier, pursuant to the Contract.

18.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Special Conditions of Contract Sub-Clause 18.1 above, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

18.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

18.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

18.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

#### **19.Limitation of Liability:**

Except in cases of criminal negligence or willful misconduct,

- a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective items, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

#### **20.Change in Laws and Regulations:**

20.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price

shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Contract Price.

20.2 This clause will apply only to variations in GST/ Octroi, etc. payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.

### **21. Force Majeure:**

21.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **22. Change Orders and Contract Amendments:**

22.1 The Purchaser may at any time order the Supplier through notice in accordance Special Conditions of Contract Clause 3, to make changes within the general scope of the Contract in any one or more of the followings:

- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- b. the method of shipment or packing;
- c. the place of delivery; and
- d. the Related Services to be provided by the Supplier.

22.2 If any such change causes an increase or decrease in the cost of or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

22.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **23.Extension of Time:**

23.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Special Conditions of Contract, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

23.2 Except in case of Force Majeure, as provided under Special Conditions of Contract Clause 21, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Special Conditions of Contract Clause 16, unless an extension of time is agreed upon, pursuant to Special Conditions of Contract Sub-Clause 23.1 above.

## **24. Termination:**

### **24.1 Termination for Default:**

- a. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Purchaser pursuant to Special Conditions of Contract Clause 23;
  - ii. if the Supplier fails to perform any other obligation under the Contract;  
or
  - iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Special Conditions of Contract Clause 1, in competing
- b. for or in executing the Contract.
- c. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Special Conditions of Contract Clause 24.1 (a) above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **24.2 Termination for Insolvency:**

- a. The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### **24.3 Termination for Convenience:**

- a. The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to



which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.

- b. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- i. to have any portion completed and delivered at the Contract terms and prices; and/ or
  - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**25. Assignment:**

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**E. Schedule Of Requirement With Technical Specification Computers, Peripherals And Accessories**

**1. DESKTOP COMPUTER SPECIFICATIONS: [Approximate Quantity Required – 23 Nos.]**

Sl. No.	Description	Specification
1	Form Factor	Tower
2	Processor	Intel® Core™ i3-7100 Processor,3MB cache,3.90 GHz or latest
3	Chipset	Commercial
4	Graphics	Integrated HD Graphics or Dedicated HD Graphics Card
5	Memory	4GB DDR4 2400 MHz or higher RAM expandable to 32 GB.
6	Hard Disk Drive	1 TB 7200 RPM SATA Hard Drive or higher

7	Monitor	19.5” or higher LED Monitor with Non-touch Display Type, with built in dual speaker
8	Display Resolution	1600 x 900 Pixel or Higher
9	Ports	1. 1 x VGA
		2. 1 x HDMI/ Display Port
		3. 2 x USB 3.0
		4. 2 x USB 2.0
		5. 1 x RJ 45
		6. 1 x Headphone with Microphone Jack
10	Ethernet	Integrated Gigabit Ethernet 10/100/1000
11	IPv6 compliance	System should be IPv6 Ready
12	Expansion Slot	PCIe x 1, PCIe x 16
13	Keyboard & Mouse	OEM Keyboard & OEM optical scroll mouse with USB interface
14	Certification	EPEAT GOLD
15	Optical Drive	Integrated DVD RW 24x or above
16	Operating System	Pre-loaded Windows 10 Professional (64 bit) English with recovery media
17	UPS	1.1KVA UPS – 15 minutes or Higher Battery Back Up, 2. Line Interactive UPS with AVR & PWM Technology for computers suitable for Single Phase Input & Single Phase Output, 3. Sealed Maintenance Free (VRLA) Built-in type of Batteries, 4. Switching Device shall be MOSFET Switching over time from AC mains to UPS mode on power failure shall be Max. 10 milliseconds. Input voltage: 160 – 280 volt or better. Output voltage: 230 volt +/- 10%.
18	Warranty	3 Years parts and labor, Onsite Support Warranty, 3 Years Onsite Exchange Three years begins on date of delivery and vendor agrees to resolve problems

		under six (6) business days, starting from time of GCC service request and must provide equal or better replacement or equal or better loaner system if unable to meet sixdays response and resolution timeframe.
19	Others	Vendor also agrees to pay or cover for all shipping and handling fees or costs related to servicing computers still under warranty.

**2. ALL-IN-ONE A3 PRINTER SPECIFICATIONS: [Approximate Quantity Required – 2 Nos.]**

Sl. No.	Description	Specifications
1	Type	A3 Color Multifunction ink-tank Printer
2	Print Technology	On-demand inkjet (Piezo electric)
3	Functions	Print, Copy, Scan
4	Print Speed (A4)	34 PPM or more for both B/W & Color
5	Duplex Printing	Automatic
6	Resolution	4800*1200 dpi or better
7	Scan Technology	Contact Image Sensor
8	Scan Speed (Simplex/Duplex)	8/14 pages or better
9	Scan output formats	BMP, JPEG, TIFF, PDF
10	Max Scanning Size	297 x 420 mm [A3 size]
11	Grayscale Levels	256 or better
12	Bit Depth	24 or better
13	Copy Speed (A4)	33 CPM or more
14	Max No. of Copies	99 or more
15	Supported OS and Applications:	Supported OS: Windows XP / Vista / 7 / 8 / 8.1 / 10 Scanner Driver Compatibility: TWAIN, ISIS

16	Connectivity	1 USB 2.0, 1 Host USB, 1 Ethernet, 1 wireless 802.11 b/g/n
17	Paper sizes	A3, A4, A5, A6, B5, C4 (Envelope), C6 (Envelope), DL (Envelope), Letter, 9 x 13 cm, 10 x 15 cm, Legal.
18	Input Trays	250 sheets or more
19	Output Trays	75 sheets or more
20	ADF Capacity	35 sheets or more
21	Recommended Media Weight	60 to 105 gsm or better
22	Duty Cycle	18000 pages or more
23	Recommended Monthly Page Volume	1500 pages or more
24	Must have additional features	Deskew, Auto Page Size Detection, Skip Blank Page, Text Orientation
25	Power supply compatibility	AC 220 - 240V (50/60Hz)
26	Warranty	Comprehensive OEM Onsite Warranty for 1 year.

**3. A3 SIZE RAPID SCANNER SPECIFICATIONS: [Approximate Quantity Required – 1 Nos.]**

Sl.No.	Description	Specifications
1	Type	A3 Flatbed Scanner with ADF
2	Scan technology	Charge Coupled Device
3	Scan Speed (A4)	50 PPM or better
4	Light source	White LED
5	Reading side	Front/Back/Duplex
6	Duplex Scanning	Required
7	Duplex Scan Speed	100 ipm or better
8	Scan Resolution	Min 600*600 dpi
9	Daily Duty Cycle (ADF)	3000 pages or more


10	Multifeed Detection	Yes
11	Scanning Options (ADF)	Single Pass E Duplex
12	ADF Capacity	100 sheets or more
13	Bit Depth/Grayscale Level	24 bit/256 or better
14	Maximum document size	297 x 420 mm [A3 size]
15	Supported Paper weight	50 to 120 GSM or better
16	Output File Formats:	JPEG, TIFF, PDF, BMP
17	Output File Resolutions:	Up to 600 x 600 dpi
18	Connectivity	Hi Speed USB 2.0
19	Must have additional features	Deskew, Auto Page Size Detection, Skip Blank Page, Text Orientation
20	Supported OS and Applications:	Supported OS: Windows XP / Vista / 7 / 8 / 8.1 / 10 Scanner Driver Compatibility: TWAIN, ISIS
21	Power supply compatibility	AC 220 - 240V (50/60Hz)
22	Warranty	Comprehensive OEM onsite warranty of 1 year

**4. ALL-IN-ONE A4 PRINTER SPECIFICATIONS: [Approximate Quantity Required – 9 Nos.]**

Sl. No.	Description	Specifications
1	Type	Ink Tank A4 Color Multifunction Printer
2	Technology	On-demand inkjet (Piezo electric)
3	Paper Size	A4
4	Functions	Print, Copy, Scan
5	Print Speed (Mono & Color, A4)	19 PPM or higher for B/W & 15 PPM or higher for Color

6	Print Resolution	4800*1200 dpi or better
7	Duty Cycle (per month)	1000 pages or more
8	Recommended Monthly Page Volume	800 pages or more
9	Scanner Type	Flatbed
10	Scan Technology	Contact Image Sensor (CIS)
11	Scan output formats	BMP, JPEG, TIFF, PDF
12	Max No. of Copies	9 or more
13	Connectivity	Wireless, USB, Wi-Fi Direct
14	Input	60 sheets or more
15	Output	25 sheets or more
16	Power supply compatibility	AC 220 - 240V (50/60Hz)
17	Warranty	1year comprehensive OEM onsite warranty

5. **ORIGINAL MS OFFICE 2016 PROFESSIONAL PLUS 64 BIT SOFTWARE, LIFE TIME LICENSE:** [Approximate Quantity Required – 23 Nos.] [Price will be selected on the basis of price per PC, hence multi-user packs will be preferred for competitive pricing.]
6. **QUICK HEAL TOTAL SECURITY:** [Approximate Quantity Required – 23 Nos.] [Price will be selected on the basis of price per PC, hence multi-user packs will be preferred for competitive pricing.]

  
 Dean & Principal  
 Bhima Bhoi Medical College & Hospital,  
 Balangir

**ANNEXURE I****INFORMATION ABOUT THE BIDDER**

(To be furnished in Cover “A” - Technical Bid)

Sl. No.	Particulars	Details
1	Name and Address of the Bidder	
2	Constitution and Date of Incorporation / Registration (Self-attested copy of Certificate of Incorporation/ Registration to be closed)	(NGO / Partnership Firm / Company / Others) Date.....
3	Details of Bank Account	Name of Account Holder: Name of Bank with Branch: Account Type: Account No.: IFS Code:
4	Name, Designation, Contact No. and e-mail id Address of the Contact Person/ Local Representative	
5	Bid submitted for	No. and Names of items
6	Cost of Bid Document	Details of Demand Draft/ Pay Order: No.: Date: Name of Issuing Bank with Branch: Amount:
7	EMD	Details of Demand Draft/ Pay Order/Bank Guarantee: No.: Date: Name of Issuing Bank with Branch: Amount: Valid up to:
8	GST Registration Certificate	
9	PAN Details	
10	Affidavit for not being blacklisted by any Govt. / Semi Govt. agency [Annexure IV]	
11		

Date:

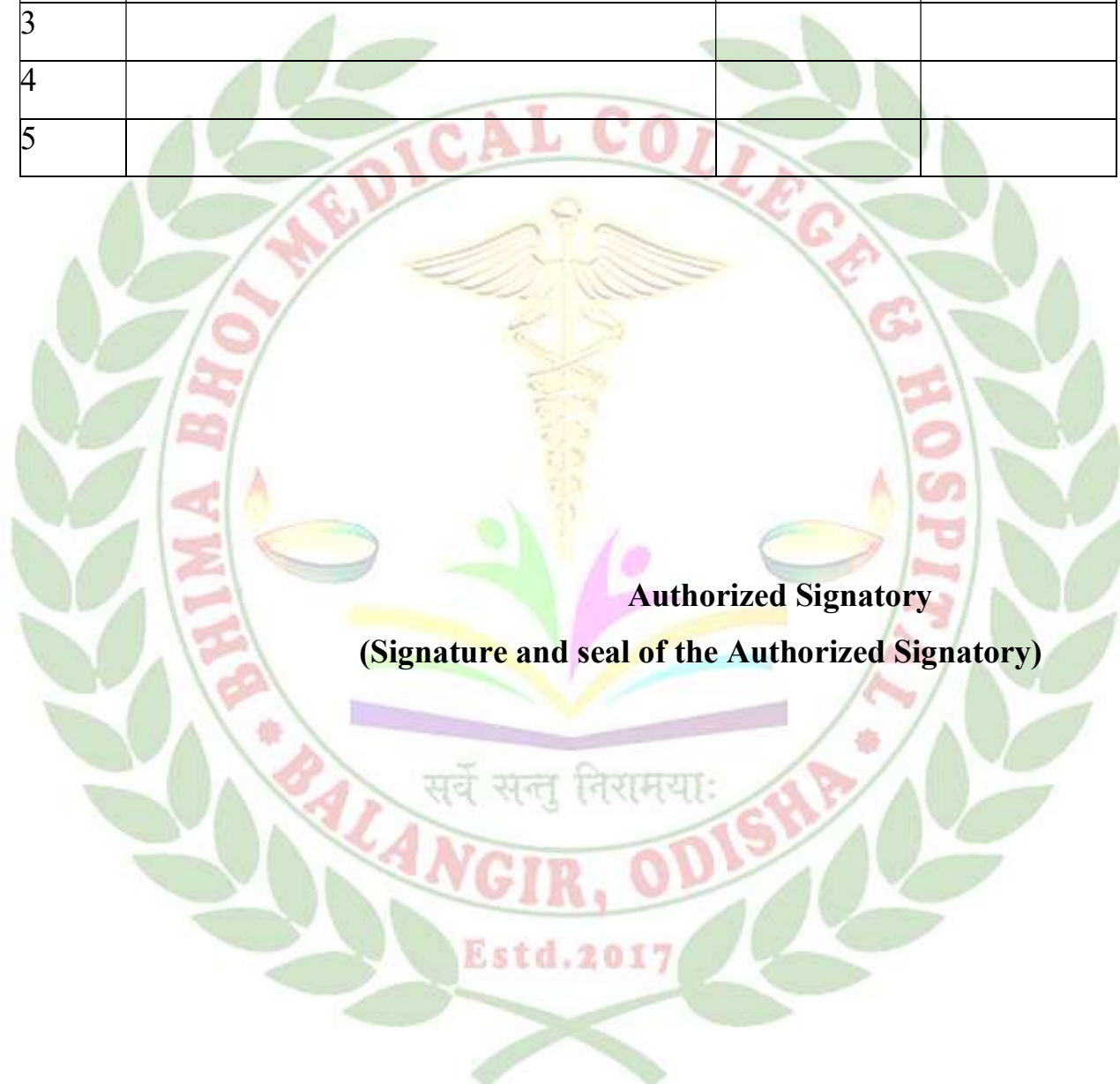
Place:

**Authorized Signatory**  
**(Signature and seal of the Authorized Signatory)**

## LIST OF ITEMS QUOTED

(To be furnished in Cover "A" - Technical Bid)

Sl. No.	Name of the item	Make	Model
1			
2			
3			
4			
5			



Authorized Signatory

(Signature and seal of the Authorized Signatory)



**DECLARATION FORM**

(To be furnished in Cover “A” - Technical Bid)

(Affidavit before Executive Magistrate / Notary Public)

I / We .....having My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of Bhima Bhoi Medical College & Hospital, Balangir for “Supply of Desktop Computers, Peripherals & Accessories” I will abide with all the terms & conditions set forth in the Bid document along with the subsequent amendment, if any. I/ We do hereby declare I/ We have not been de-recognized/ black listed by any State Govt./ Union Territory/ Govt. of India/ Govt. Organization/ Govt. Health Institutions for supply of Non-standard quality item/ Non-supply. I / We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and/ or Performance Security Deposit and blacklist me/ us for a period of 3 years if any information furnished by me/ us proved to be false at the time of inspection/ verification and not complying with the bid terms & conditions.

I/ We.....do hereby declare that I/ we will Supply Desktop Computers, Peripherals & Accessories, etc. as per the terms, conditions & specifications of the bid document and all the supplied items shall be new and not of either refurbished/ old/ used items.

**Signature of the bidder**

Seal

Date:

Name & Address of the Firm:

## PRICE SCHEDULE

(To be furnished in Cover "B" - Financial Bid)

Sl. No.	Name of the item	Nos. of units	Unit Price (Inclusive of customs duty, transportation, insurance, packing & forwarding and other services required to convey the Goods to their final destinations) (Rs.)	Total Price (Rs.)	GST		Total Cost (inclusive of Taxes) (Rs.)
					%age	Amount (Rs.)	
1	2	3	4	5 [=3 x 4]	6	7	8 [=5 + 7]

Total Cost (Col. 8 above): Rs.....(in words.....) only

Date:

Place:

Authorized Signatory  
(Signature and seal of the Authorized Signatory)

**COMPLIANCE TO TECHNICAL SPECIFICATIONS**

(To be furnished in Cover “A” - Technical Bid)

Each Bidder has to prepare a comparison sheet as below:

<b>Name of the Item:</b>				
<b>Sl. No.</b>	<b>Description</b>	<b>Required Specifications as per the Bid Document</b>	<b>Bidder's Offered Specifications</b>	<b>Remarks/ Deviations, if any</b>
1				
2				
3				
4				
5				

**Authorized Signatory**  
(Signature and seal of the Authorized Signatory)

Note: The Bidder shall furnish separate tables for each item for which the Bidder has submitted bids.

सर्वे सन्तु निरामयाः

**BALANGIR, ODISHA**

Estd. 2017

**FORMAT FOR AGREEMENT**

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made the [insert: number] day of [insert: month], [insert: year].

BETWEEN

1. Bhima Bhoi Medical College & Hospital, Balangir, Odisha- 767002 (hereinafter called “the Purchaser”), and
2. [insert name of Supplier] having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for Supply Desktop Computers, Accessories and Peripherals etc., has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

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 Special Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier and each shall be read and construed as an integral part of the Contract:
  - a. This Contract Agreement
  - b. Special Conditions of Contract
  - c. Technical Requirements (Technical Specifications)
  - d. The Supplier’s Bid and original Price Schedules
  - e. The Purchaser’s Notification of Award
  - f. Performance Security
  - g. [Add here any other document (s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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 provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

**For and on behalf of the Agency**

**For and on behalf of the  
Bhima Bhoi Medical College & Hospital,  
Balangir.**

**Authorised Signatory**  
<Name and Address of the  
Supplier>

<Authorized Signatory>

Date:

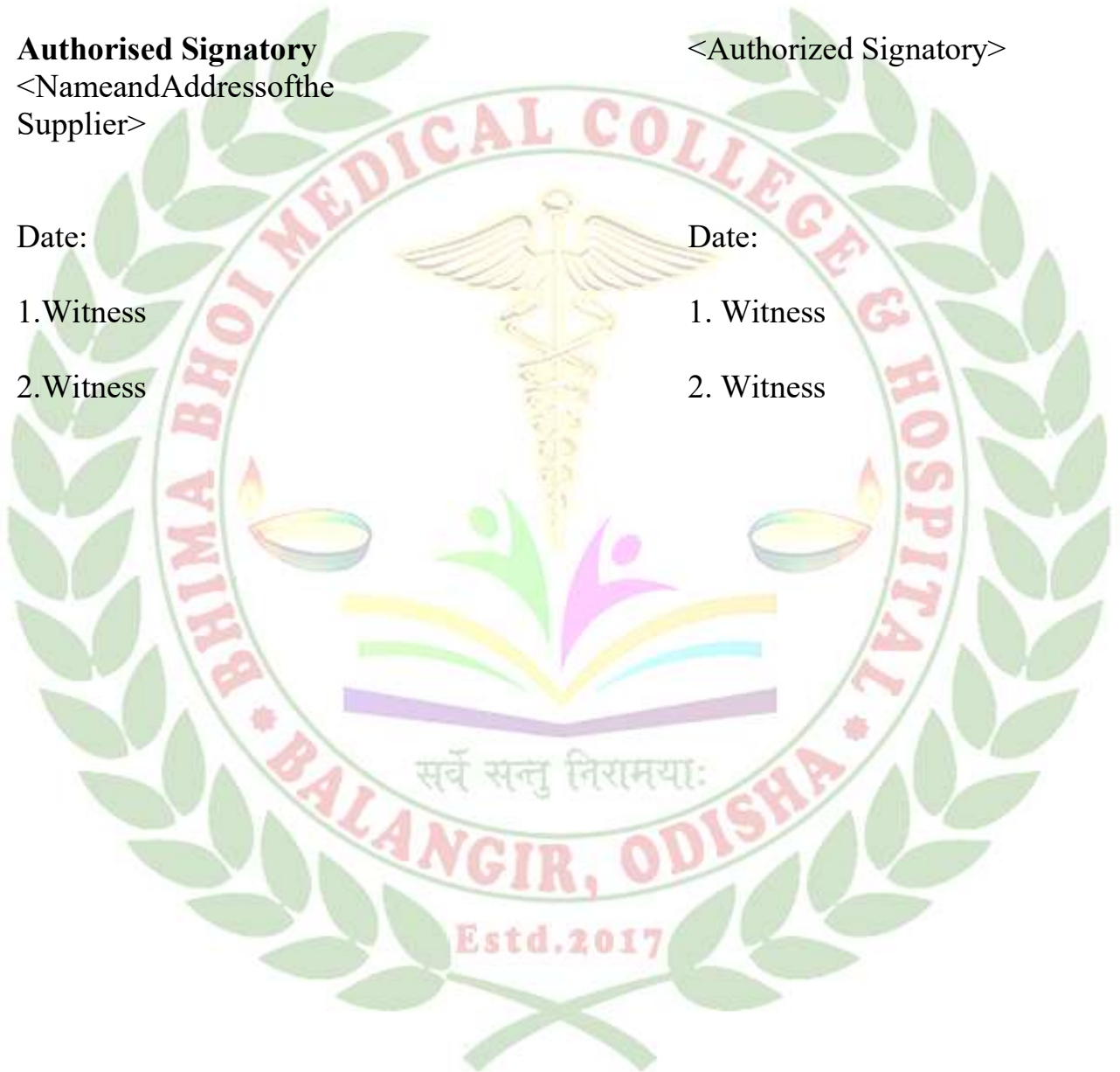
1. Witness

2. Witness

Date:

1. Witness

2. Witness



**BANK GUARANTEE FORM**  
**(for Performance Security)**

To

**The Dean & Principal,**  
**Bhima Bhoi Medical College & Hospital,**  
**Balangir-767002**

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ Supplier”) has undertaken, in pursuance of contract No..... dated ..... (hereinafter “the contract”) to Supply of Desktop Computers, peripherals and accessories. AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a Nationalized/ Scheduled Bank in India for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Supplier; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier

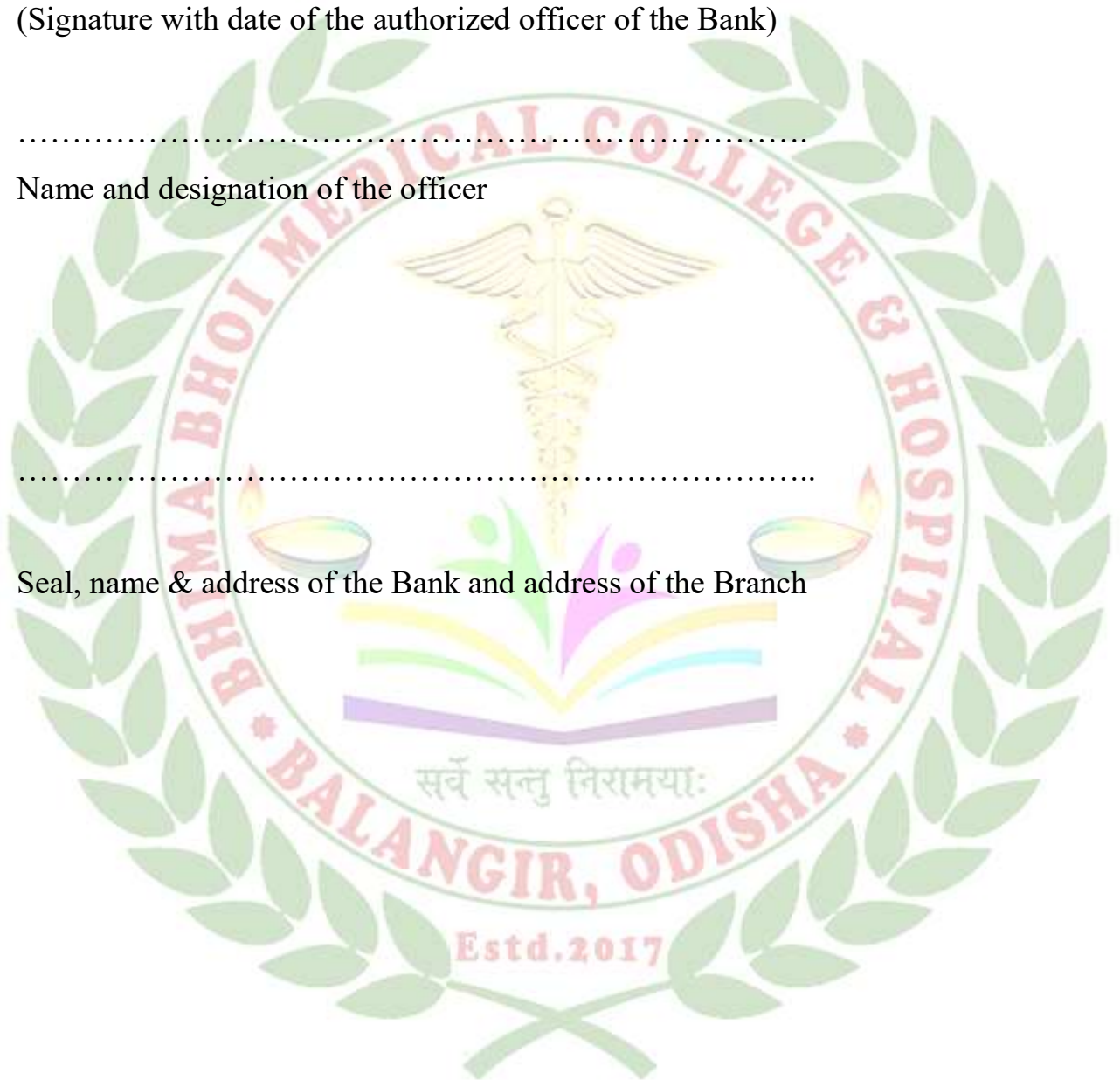
shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 60 days after the date of completion of the contractual obligations i.e. up to ..... (indicate date)

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch



**Bank Guarantee Format for furnishing EMD**

(To be furnished in Cover “A” - Technical Bid)

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated..... for Supply of Desktop Computers, Accessories and Peripherals (hereinafter called the “tender”) against the purchase’s tender.

KNOW ALL MEN by these presents that WE..... of..... having our registered office at ..... are bound unto ..... (hereinafter called the “purchaser”) in the sum of..... for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this .....day of.....2018.

**THE CONDITION OF THIS OBLIGATION ARE:**

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity:-
  - a. If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b. Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee shall be valid until the ..... day of ..... 20.....

We ..... the .....Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the The Dean & Principal, Bhima Bhoi Medical College , Balangir-767002 in writing.

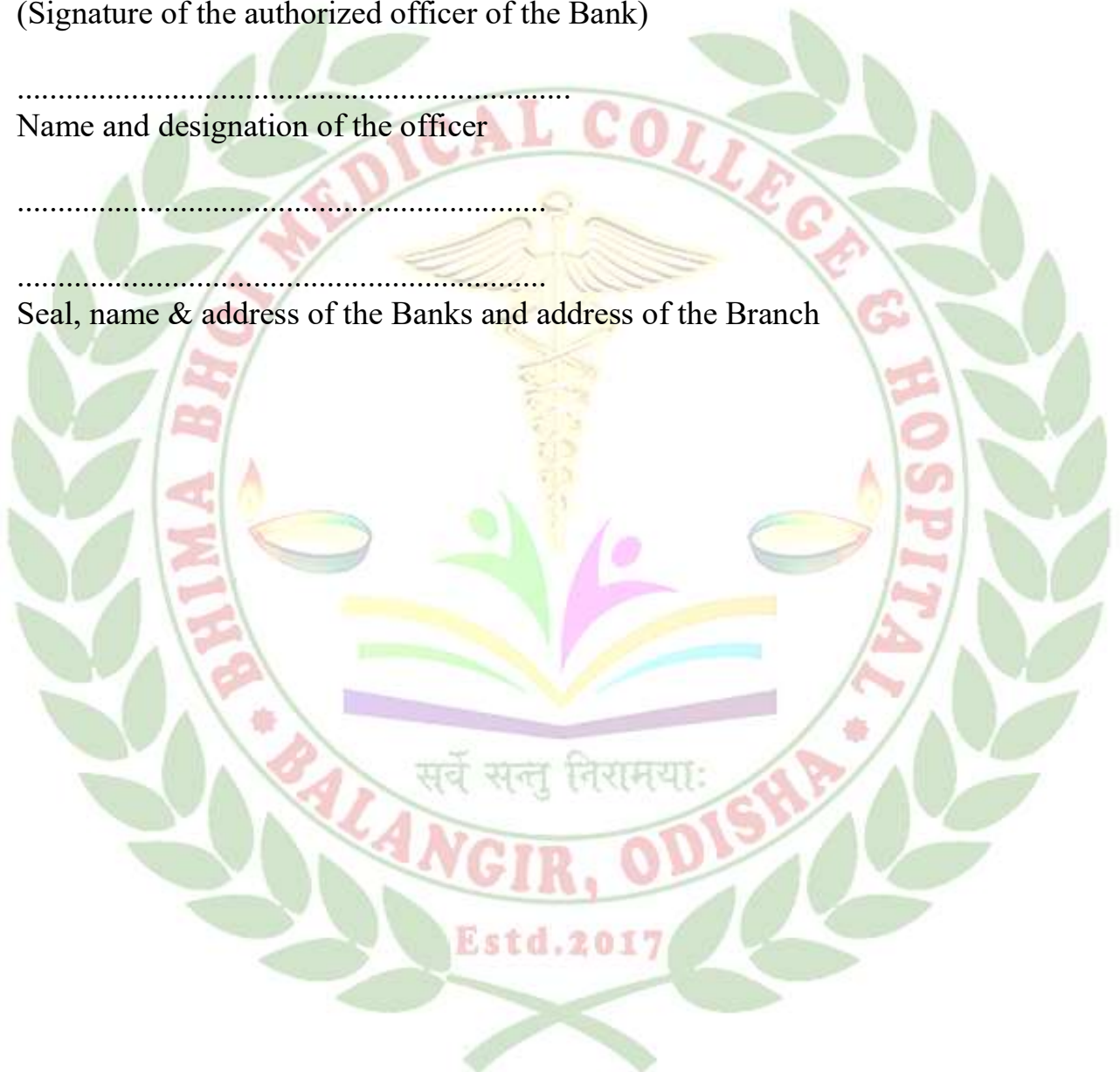


We the .....Branch..... further agree that a mere demand by the **Dean & Principal, Bhima Bhoi Medical College, Balangir-757002** is sufficient for us.....Branch at ..... to pay the amount covered by the Bank Guaranteewithout reference to the said Agency and protest by said Agency cannot be valid ground for us.....Branch to decline payment to the Dean & Principal, Bhima Bhoi Medical College & Hospital, Balangir.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Banks and address of the Branch



**CERTIFICATE AFTER SUCCESSFUL VERIFICATION OF THE  
SUPPLIED ITEMS**

Date: \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Sub.: Certificate after successful verification of the supplied Items

1. This is to certify that the items as detailed below have been received in good condition in accordance with the contract/ specifications.

a. P.O. No. \_\_\_\_\_ dated \_\_\_\_\_

b. Description of the Item: \_\_\_\_\_

c. Quantity \_\_\_\_\_

d. Name of the Consignee \_\_\_\_\_

e. Date of Supply \_\_\_\_\_

f. Date of Verification \_\_\_\_\_

2. The supplier has fulfilled his contractual obligations satisfactorily.

or

The supplier has failed to fulfill his contractual obligations with regard to the followings:

(a)

(b)

(c)

(d)

3. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

सर्वे सन्तु \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation with Stamp: \_\_\_\_\_