

PRE-BID CLARIFICATIONS / AMENDMENTS IN RESPONSE TO THE QUERIES RAISED BY PROSPECTIVE BIDDERS IN THE PRE-BID MEETING HELD ON Dt.27.12.2017 11.00 A.M. IN THE CONFERENCE HALL, OSMCL FOR THE RFP FOR SELECTION OF SERVICE PROVIDER FOR BIOMEDICAL EQUIPMENT MAINTENANCE SERVICE IN THE STATE OF ODISHA.

Bid Ref. No.: OSMCL/2017-18/EQP-BMEM/07

- Total No. of prospective bidders/ representatives present in the pre-bid meeting are: **2(TWO)** and **1no.** of query was received through mail.
- **The** queries raised by the prospective bidders on the above mentioned tender references were thread barely discussed and the following recommendations were made.

Sl. No.	Clause No. of RFP	Queries raised by the prospective bidders during Pre-Bid Meeting.	Clarifications/ Amendments in response to the queries.
1	3.1	The EMD amount is requested to bring down to 10 Lacs instead of 20 Lacs.	NO CHANGE. EMD IS BASED ON THE ESTIMATED COST OF THE TENDER
2	5.2.1(ii)	At no point of time in a single breakdown the breakdown should be more than 7 days from the date and time of registration of fault. Suggested To change - It should be 7 Working days i.e. Excluding Saturday and Sunday and public holiday.	AMENDED. Please refer to Amendment 1
3	5.2.1(iii)	In case of equipments are under Warranty/AMC/CMC: The service provider shall act upon on behalf of the end user/ OSMCL for the execution of the work through the accredited agents officially approved, for which an authorization shall be issued by the authority and will be in-force once the contract is executed. The end user/ OSMCL shall not renew the maintenance contracts with the existing agencies after the expiry of present contract with them and after finalization of the contract under this RFP. Suggested To change - Please ensure free hand to negotiate and implement the terms with original equipment supplier.	AMENDED. Please refer to Amendment 1

4	5.2.1(iv) & (vi)	<p>The maintenance service provider shall not include in its first proposal the cost of maintaining any equipment which is under any kind of AMC/CMC/warranty and cost of such equipment shall not be included till the time existing contract (s) with other service provider (s) is/ are valid for the respective equipment. The maintenance service provider may choose to take authorization for doing maintenance of such equipments from existing AMC/CMC contract holder (s). The service provider shall however be liable to ensure upkeep time declared in the bid for all equipments including the equipments under any AMC/CMC/warranty at present.</p> <p>Suggested To change - It is with our experience, most of the time, their contractors do not co-operate with the service provider and in that case, it is very difficult to maintain the time limit. Hence, relaxation may be considered in those cases. No penalty clause for such case.</p>	NO CHANGE
5	5.2.15	<p>The third party NABL/AERB verification if required or suggested by the authority for performance verification is to be paid by the tender inviting authority additionally.</p>	AMENDED. Please refer to Amendment 1
6	5.2.24	<p>As mentioned in the page number 18 item number 5.2.24 of RFP, the monthly reports summary (to be submitted to OSMSCS /NHM for payment) to be verified & signed by District Medical Officer (CMO/DMO) or the District Nodal Officer by physical verification with service reports and PM/Calibration checklists which are already acknowledged by facility Medical Officers. It is not necessary to get the verification signature in the monthly summary reports from the Medical Officer of the every facility.</p>	AMENDED. Please refer to Amendment 1
7	5.2.26	<p>The bidder shall replace all spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X-ruy tubes, mono-block, image intensifier, HT Cables, Helium for MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, battery, battery for UPS, other vaccumatic parts, flow sensors, Oxygen cells, probe for pulse oximeter, ECG cables, cassettes and any spares which are not mentioned wherever applicable and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned but forms part of the equipment system, without which it cannot work satisfactorily. The spare parts and accessories should be from OEM / authorized representatives.</p> <p>(A) Suggested To change - 1. Flow sensors, Oxygen cells, battery, battery for UPS are consumables and cannot be covered in this scope. 2. Stabilizer, (JPS, Computer, Compressor, Monitor are non Biomedical Equipment and cannot be repaired under this scope.</p> <p>(B) Suggested To change - In most of the cases it was found, that the supplier/manufacturer do not</p>	NO CHANGE

		authorize or charge exuberant price for the spares. service provider must have liberty to buy spares from open market and replace it in the machine with out changing the performance of the machine as per the operating manual. it is also desired to revoke or not mandatory the terms to procure the spares and accessories from the original manufacturers or their authorised representative.	
8	5.3.2	<p>The bidder should have at least three (3) years of experience of maintaining Biomedical Equipments in a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds or a minimum of 2 hospitals with 500 beds each or one hospital of 1,000 beds.</p> <p style="text-align: center;">Or</p> <p>The Bidder should have at least two (2) projects of biomedical equipments maintenance, in the preceding three (3) financial years i.e. 2014-15 to 2016-17, with work order value of Rupees one Crore or more (\geq Rs.1 Crore).</p> <p>Suggested To change -</p> <p>The bidder should have at least two (2) years of experience of maintaining Biomedical Equipments in a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds or a minimum of 2 hospitals with 500 beds each or one hospital of 1,000 beds.</p> <p style="text-align: center;">OR</p> <p>The Bidder should have at least two (2) projects of biomedical equipments maintenance, in the preceding two (2) financial years i.e. 2015-16 to 2016-17, with work order value of Rupees one Crore or more.</p> <p style="text-align: center;">OR</p> <p>Please also add: The bidder should have running contract for 1,00,000 nos. medical equipment in atleast 2000 hospitals.</p>	NO CHANGE

9	5.3.5	<p>The bidder should have an average annual turnover of Rs.20 Crores or more for the last three financial years i.e. 2014-15 to 2016-17. The bidder shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report, etc.). In case of Consortium, if the lead member does not qualify the turnover criteria then the cumulative turnover of those consortium members shall be considered if they have experience in similar field as mentioned in clause no-5.3.2.</p> <p>Suggested To change - Requested to make the turnover to Rs.10,00,000/- only</p>	NO CHANGE
10	5.4.4	<p>The non-functional equipment shall be made functional within 4 months of taking over the project. If any of the equipment could not be made functional due to reasons (i.e. Beyond Economic Repair, Obsolete Model etc.) which are not pertaining to the bidder, the same shall be intimated to the Tender Inviting Authority with complete details and documentary evidence to substantiate the claim. This will be verified by the condemnation committee as per Government of Odisha (H&FW Dept.) letter no. 5038/H dated 12.02.2013 and the decision of the committee will be final in such cases. The copy of the Govt. Order is enclosed as Appendix III.</p> <p>(A) Suggested To change - The non-functional equipment shall be made functional in 4 months period after completion of inventory verification of the project. If any of the equipment could not be made functional due to reasons (i.e. Beyond Economic Repair, Obsolete Model etc.) which are not pertaining to the bidder, the same shall be intimated to the Tender Inviting Authority with complete details and documentary evidence to substantiate the claim. This will be verified by the condemnation committee as per Government of Odisha (H&FW Dept.) letter no. 5038/H dated 12.02.2013 and the decision of the committee will be final in such cases. The copy of the Govt. Order is enclosed as Appendix III.</p> <p>(B) Suggested To change The non-functional equipments need to be repaired within 4 months after remapping of all the equipments and issue of revised work order from Tender Inviting Authority. The 4 months should not be counted immediately after signing the RFP agreement. The remapping summary should also be acknowledged by MOs/DMO/CMO/District</p>	AMENDED. Please refer to Amendment 1

		Nodal officers before uploading into the Dash board, before start of the service delivery.	
11	5.5.2	The bidder shall complete the inventory verification and setting up of call centre within 60 days from the date of signing of the agreement. Suggested To change - The bidder shall complete the inventory verification and setting up of call centre in 03 months" from the date of signing of the agreement.	AMENDED. Please refer to Amendment 1
12	5.6.2	The penalty for not rectifying any fault within 7 days will be deducted in the subsequent quarterly payment and the additional penalty for default in the uptime of the concerned category of institutions as per clause no-5.2,1(ii) (this penalty will be calculated based on the cumulative value of equipment contributing to deviation from uptime mentioned under scope of work in correlation with clause no-5.6.1.1 to 5.6.1.5) for not providing the stipulated annual uptime will be deducted in the fourth quarter payment of every year. Suggested To change - There cannot be double penalty for any case, UPTIME is for complete hospital and cannot be related with single equipment. Suggested to add two point- 1.Penalty for any equipment shall not exceed 25% of asset value of that particular" equipment. 2. Penalties will be applicable after one year from date of commencement of project.	NO CHANGE
13	6.1.4.7	The annual escalation of 5% is considered to keep in view of the depreciation, change in Dollar price etc. This is considered in all other states where the Biomedical Maintenance Program is running successfully.	AMENDED. Please refer to Amendment 1
14	6.16. 11	Board Resolution for Bidding entities as per Annexure VIII. It is applicable to the bidder who may appoint Consortium partners, therefore please arrange Suggested To change - 6.16.1 1. Board Resolution for Bidding entities as per Annexure VIII (Only in case of consortium).	CLARIFIED that Annexure VIII & IX are only applicable for Consortium.

15		In case of any dispute on the submitted reports for payment, 90% of the invoice value is considered as interim payment against the invoice within 30 days of submission. The balance amount against the invoice should be paid after clearance of the dispute.	NO CHANGE
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<u>Amendment 1</u>			
Sl	Clause No.	Provision in RFP Document	Amended as
1	5.2.1 (ii)	At no point of time in a single breakdown the breakdown should be more than 7 days from the date and time of registration of fault.	At no point of time in a single breakdown the breakdown should not be more than 7 working days (excluding Govt. Holidays also) from the date and time of registration of fault.
2	5.2.1(iii)	In case of equipments are under Warranty/AMC/CMC: The service provider shall act upon on behalf of the end user/ OSMCL for the execution of the work through the accredited agents officially approved, for which an authorization shall be issued by the authority and will be in-force once the contract is executed. The end user/ OSMCL shall not renew the maintenance contracts with the existing agencies after the expiry of present contract with them and after finalization of the contract under this RFP.	In case of equipments are under Warranty/AMC/CMC: The service provider shall act upon on behalf of the end user/ OSMCL for the execution of the work through the accredited agents officially approved, for which an authorization shall be issued by the authority and will be in-force once the contract is executed. The end user/ OSMCL shall not renew the maintenance contracts with the existing agencies after the expiry of present contract with them and after finalization of the contract under this RFP. However the bidder shall have free hand to negotiate and implement the terms with original equipment supplier.
3	5.2.15	Annual third party audit by NABL accredited laboratory / Govt. Body shall be carried out for all preventive maintenance /calibration processes provided by the maintenance service provider.	Annual third party audit by NABL accredited laboratory / Govt. Body shall be carried out for all preventive maintenance /calibration processes, if required. However the expenditures for the same shall be made by the Tender Inviting Authority.

4	5.2.24	<p>The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. A consolidated report for breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint shall be prepared, signed and sealed by the respective nodal officers of the concerned institutions every month and the same shall be submitted to the Tender Inviting Authority. The format of the report shall be finalized by the bidder and approved by the Tender Inviting Authority.</p>	<p>The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. A consolidated/summary report for breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint shall be prepared, signed and sealed by the respective nodal officers of the concerned districts every month after physical verification of service reports and Preventive Maintenance/Calibration checklists which are already acknowledged by respective Medical Officers of the concerned institutions and the same shall be submitted to the Tender Inviting Authority. The format of the report shall be finalized by the selected bidder and has to be approved by the Tender Inviting Authority.</p>
5	5.4.4	<p>The non-functional equipment shall be made functional within 4 months of taking over the project. If any of the equipment could not be made functional due to reasons (i.e. Beyond Economic Repair, Obsolete Model etc.) which are not pertaining to the bidder, the same shall be intimated to the Tender Inviting Authority with complete details and documentary evidence to substantiate the claim. This will be verified by the condemnation committee as per Government of Odisha (H&FW Dept.) letter no. 5038/H dated 12.02.2013 and the decision of the committee will be final in such cases. The copy of the Govt. Order is enclosed as Appendix III.</p>	<p>The non-functional equipment shall be made functional within 4 months starting right from the date of completion of Equipment inventory remapping by the successful bidder and acknowledgement from concerned nodal officers of respective Districts. If any of the equipment could not be made functional due to reasons (i.e. Beyond Economic Repair, Obsolete Model, missing spare parts etc.) which are not pertaining to the bidder, the same shall be intimated to the Tender Inviting Authority with complete details and documentary evidence to substantiate the claim. This will be verified by the condemnation committee as per Government of Odisha (H&FW Dept.) letter no. 5038/H dated 12.02.2013 and the decision of the committee will be final in such cases. The copy of the Govt. Order is enclosed as Appendix III.</p>
6	5.5.2	<p>The bidder shall complete the inventory verification and setting up of call centre within 60 days from the date of signing of the agreement. Any earlier date is acceptable for the commencement of the contract, fulfilling the above requirements. The contract will commence from the next day of fulfilling the above requirements.</p>	<p>The bidder shall complete the inventory verification and setting up of call centre within 90 days from the date of signing of the agreement. Any earlier date is acceptable for the commencement of the contract, fulfilling the above requirements. The contract will commence from the next day of fulfilling the above requirements.</p>

7	6.1.4.7	Percentage quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation (Percentage) will be treated as non-responsive and rejected.	The Percentage as quoted by the bidder shall remain unchanged in the first year of the contract. Thereafter from the second year onwards, escalation of 3% only per annum upon the quoted percentage , in general will be applicable subjected to inflation and performance of the service provider.
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N.B:-

1. The amendments mentioned above are to be treated as amendments in the general term(s) and condition(s) and scope of work of the above tender reference. All other terms conditions remain unchanged.
2. Since any text in the price BOQ can't be changed in the e-tender portal, the amendments mentioned above are to be treated as amendments pertaining to price bid/ BOQ (if applicable) .

Sd/

Managing Director

OSMC Ltd.,Odisha