

**PRE-BID CLARIFICATIONS / AMENDMENTS IN RESPONSE TO THE QUERIES RAISED BY PROSPECTIVE BIDDERS IN THE PRE-BID MEETING HELD ON 28.02.2018 11.30 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 (Retender).
Bid Ref. No.: OSMCL/2017-18/EQP-BMEM (RETENDER)/11**

- Total No. of prospective bidders/ representatives present in the pre-bid meeting are: 03 (Three)
- The queries raised by the prospective bidders on the above mentioned tender references were thread barely discussed and the following amendments/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	5.2.1(ii)	<p>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.</p> <p><u>Suggested To change/add/modify -</u> Work time must be calculate on Government working hour basis as most of the cases hospital working time is very limited due to various reasons. Time lost due to unavailability of staffs, machine will not be calculated as breakdown time.</p>	NO CHANGE
2	5.2.1 (iii)	<p>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 the original equipment supplier.</p> <p><u>Suggested To change/add/modify -</u> In most of the cases it has found OEMs are not cooperating with the service provider or they are charging exuberant prices. OSMCL must intervene in such cases using their office and ensure correct spares in due time.</p> <p style="text-align: center;">OR</p> <p>1. Government should provide an authorisation certificate as well as contract copy of CMC/Warranty/AMC for co-ordination with Warranty/AMC/CMC vendors.</p> <p>2. Required detail list of equipment's along with their agreement copies. Required letter from government that "Eligible bidder was monitoring the maintenance activity on behalf of government".</p> <p>3. Also these equipment should not be included in penalty clauses.</p> <p style="text-align: center;">OR</p> <p>Those equipment's which are already in CMC/AMC/Warranty and monitored by eligible service provider, will not be considered for penalty charges.</p>	NO CHANGE

3	5.2.1(viii)	<p>The maintenance service provider shall identify and respond to requests seeking maintenance of all Biomedical Equipments available in the Medical College & Hospitals / General Hospitals / Capital Hospital / District Headquarter Hospitals/Specialty Hospitals / CHC/ AH / Other Hospitals / PHC through the Maintenance Process Tracking Identification Number (MPT-IDs).</p> <p><u>Suggested To change/add/modify -</u></p> <p>GS-1 code is allotted to the company against a license fee and it is 100% the property for that organisation. We request you to provide us BAR CODE STICKERS taken by OMCL or the right from OMCL to procure GS-1 Code on their behalf (cost will bear OMCL). So that all equipment will be coded permanently. No changes in case change of service provider.</p> <p style="text-align: center;">OR</p> <p>We also like to draw your kind notice towards the GS-1 code. We request you to get the license in the name of the State only so that at the time of remapping this can be put in each and every biomedical equipment of the state.</p>	NO CHANGE
4	5.2.7	<p>The ownership of the Inventory Management Software shall be with the Corporation, even after completion/ termination of the contract. The bidder will have to handover the Inventory Management Software with source code, even after completion/ termination of the contract.</p> <p><u>Suggested To change/add/modify -</u></p> <p>Inventory management Software is the intellectual property of the service providers since it is one of the prime components of their business. Hence it will be transferred to Corporation against a price mutually agreed upon at the time of transferring the services.</p>	NO CHANGE

5	5.2.11	<p>The Tender Inviting Authority shall have the right to increase or decrease the number of equipments beyond the present number from the date of execution of the Agreement. In the event of any such increase or decrease in the number and density of equipment by the Authority, the Bidder shall operate and maintain the additional equipment till the remaining term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter after due approval from OSMCL, as part of the existing scope of work and upon the same terms and condition specified in the Agreement. However, in case of deletion of any equipment, the monetary value for the maintenance of such deleted equipment shall not be taken into consideration for payment.</p> <p><u>Suggested To change/add/modify –</u> Value must be added or subtracted monthly wise.</p>	NO CHANGE
6	5.2.15	<p>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.</p> <p><u>Suggested To change/add/modify –</u> As there is no guidelines by NABL for all type of Bio Medical Equipment maintenance, the service provider will follow the guideline drawn by NHSRC vide their circulation No.01 dated 02-Jan-2018. Third party Audit must be done by Corporation.</p>	AMENDED. Please refer to Amendment 1
7	5.2.21	<p><u>User Training</u></p> <p>(e) The maintenance service provider shall repair all dysfunctional equipment Within four months of the date of Commencement of the contract work (which would be within 3 months from the date of signing of the contract).</p> <p><u>Suggested To change/add/modify –</u> Service provider will depute their experts for the training. All other facilities will be arranged by the corporation or the respective hospitals.</p> <p style="text-align: center;">OR</p>	NOT RELEVANT & CLARIFIED

		<p>1) Required clarification as well as list of those equipment to provide periodic training to user.</p> <p>2) Required intimation during installation of new machine in the health institutions.</p>	
8	5.2.24	<p>The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same.</p> <p><u>Suggested To change/add/modify –</u></p> <p>Most of the medical equipment's, as per norm by OEM, will required calibration once in a year also for equipment's like Pulse oximeter will not require calibration. Required clarification.</p> <p style="text-align: center;">OR</p> <p>Please define clearly terms of calibration and penalty.</p>	<p>CLARIFIED</p> <p>The bidder shall prepare monthly preventive maintenance schedule and calibration schedule. Service provider has to submit the frequency of Preventive Maintenance required to be carried out for each equipment as per manufacturer recommendation and if manufacturer recommendation is not available, at least quarterly preventive Maintenance frequency has to be recommended by service provider as per the guideline drawn by NHSRC vides their circulation No.01 dated 02-Jan-2018/as per the NABH/NABL/AERB/Manufacturer standard. Based on the frequency month wise schedule has been prepared and submitted for individual equipment. The necessary penalty shall be imposed for not following the schedule of</p>

			preventive maintenance/calibration.
9	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-ray 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><u>Suggested To change/add/modify –</u></p> <p>Clarification required: Whether Accessories/ Consumables are Included or not. Requested to treat Battery, flow sensors, Oxygen cells, and probe for pulse oxymeters as Consumable parts. Spares X-ray tubes, mono-block, image intensifier, HT Cables, Helium for MRI, will be replaced once in a calendar year. Any will full damage, mishandling by the end user will be brought into the knowledge of Corporation and such replacement will be done on chargeable basis.</p> <p>Service provider is bound to make the equipment functional as per the OEM specification will have full right to source spares as their own or corporation will give guarantee for the lowest quoted price and earliest delivery by the OEMs for the spares.</p>	<p>AMENDED. Please refer to Amendment 1</p>

		<p style="text-align: center;">OR</p> <p>Procuring spares from the OEM should not be mandatory. In any case we are committed to maintain the equipment as per OEM Specification and putting a good some of amount as performance gurantee, all efforts will be made to repair the equipment to the entire satisfaction of the user. This term will put service provider in great trouble to get the spares from OEM.</p>	
10	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><u>Suggested To change/add/modify –</u> Recommend changing financial year to 15-16, 16-17 & 17-18.</p> <p style="text-align: center;">OR</p> <p>At least 2 financial years (2015-2016 & 2016-2017) CMC/AMC contract for a minimum of 1000 biomedical equipment of different nature on a cumulative basis i.e. a sum total of both the financial years.</p> <p style="text-align: center;">OR</p> <p>The service provider should be providing maintenance services for an entire state for a period of at least one year. (Satisfactory performance certificate for the same should be attached in original).</p> <p style="text-align: center;">OR</p> <p>The Medical Equipment Service provider companies providing their Sales and Maintenance services in Public, Private, Diagnostic centres, Pathology Laboratory as well as in the ambulances or CMC/AMC contract for a minimum of 500 biomedical equipment of different nature on a cumulative basis may be considered.</p>	<p>AMENDED. Please refer to Amendment 1</p>

11	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><u>Suggested To change/add/modify -</u></p> <p>Requested to make the turnover to Rs.10 Crores only</p> <p style="text-align: center;">OR</p> <p>Requested to change the financial turnover of the service provider should be average 10 Crore for last 3 years. This will bring more participants also.</p> <p style="text-align: center;">OR</p> <p>Requested to reduce the financial turn over for the service provider to 10 Crore instead of 20 Crore. This can invite multiple responsive Bids.</p> <p style="text-align: center;">OR</p> <p>The average turnover should be amended to 10 Crores.</p>	<p>AMENDED. Please refer to Amendment 1</p>
12	5.6.1	<p>In any single breakdown, if more than 7 days is taken to rectify the fault from the date and time of registration of fault and if the uptime mentioned in clause 5.2.1 (ii) is not maintained, the following penalty will be applicable and will be deducted in the payment –</p> <ol style="list-style-type: none"> 1. For equipment whose declared asset value is below Rs.10,000/-, a penalty of Rs.50/- on every extra day. 2. For equipment whose declared asset value is above Rs.10,000/- but below Rs. 1,00,000/-, a penalty of Rs.500/- on every extra day. 3. For equipment whose declared asset value is above Rs.1,00,000/- but below Rs. 10,00,000/-, a penalty of Rs.1,000/- on every extra day. 4. For equipment whose declared asset value is above Rs.10,00,000/-, a penalty of Rs.3,000/- on every extra day. 5. For equipment whose declared asset value is above Rs.1,00,00,000/-, a 	<p>NO CHANGE & CLARIFIED</p>

		<p>penalty of Rs.10, 000/- on every extra day.</p> <p><u>Suggested To change/add/modify –</u></p> <p>Looking upon the tenacity and the system we request you to shield the penalty at maximum Rs. 500.00 per day starting from Rs. 50.00.</p> <p style="text-align: center;">OR</p> <p>Please reduce the penalty rate looking in to the complexity of the services.</p> <p style="text-align: center;">OR</p> <p>1) Required at least 15 days' time period (Based on the Origin) for those equipment's, having value more than Rs. 10,00,000/-.</p> <p>2) Also required clarification about those equipment's, which spare parts or OEM stopped their spare manufacturing or their supplier not available in India.</p>	
13	Appendix-I Inventory Details	Required Institution wise equipment details along with their prices considered from government side, which helps to conduct and prepare the final inventory details after the completion of survey.	CLARIFIED Final Inventory details is available in our website www.osmcl.nic.in
14	6.25	<p>1.The bidder shall raise quarterly invoices in the name of the OSMCL along with consolidated reports as mentioned in Cl. 5.2.24 from all hospitals signed and sealed by the Head of the Institution / nodal officers and shall be submitted to the head office of OSMCL for payment.</p> <p>2. Payment for the approved amount will be paid through NEFT/ RTGS. The NEFT/ RTGS details of the bidder have to be provided by the bidder.</p> <p>3. The payment shall be made within 30 days of submission of all requisite documents completed in all respects as per the RFP Provisions.</p> <p>4. The successful bidder shall not claim any interest on payments under the contract.</p> <p>5. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax, GST and other taxes / charges as applicable will be made from the bills payable to the Successful bidder at rates as</p>	NO CHANGE & CLARIFIED

		<p>notified from time to time.</p> <p><u>Suggested To change/add/modify –</u></p> <p>Requested to define the payment term</p> <p>OR</p> <p>Payment term policy should be monthly.</p>	
15		Can Government provide advance fund for mobilisation and development of structure.	CLARIFIED NO
16		Does government provide space at district level hospitals for us? This will help to keep necessary spare at district level	CLARIFIED NO

Amendment 1

SI	Clause No.	Provision in RFP Document	Amended as
1	5.2.15	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.	Annual third party audit by NABL accredited laboratory / Govt. Body shall be carried out for all preventive maintenance /calibration processes. The guideline drawn by NHSRC vides their circulation No.01 dated 02-Jan-2018/ NABH/NABL/AERB/Manufacturer standard may be followed, if required. However the expenditures for the same shall be made by the Tender Inviting Authority. The necessary penalty shall be imposed for not following the schedule of preventive maintenance/calibration. Service provider has to submit the frequency of Preventive Maintenance required to be carried out for each equipment as per manufacturer recommendation and if manufacturer recommendation is not available, at least quarterly preventive Maintenance frequency has to be recommended by service provider. Based on the frequency month wise schedule has been prepared and submitted for individual equipment.
2	5.2.26	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-ray 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 pulseoximeter, 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.	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-ray 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 pulseoximeter, 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/ Service provider may have liberty to buy spares from open market and replace it in the machine without changing the performance of the machine as per the OEM Specification and user satisfaction & standards(from approved quality standards (ISI/CE/USFDA/ISO etc manufacturers) and user satisfaction.
3	5.3.2	The bidder should have at least three (3) years of experience of maintaining Biomedical Equipments in a minimum of 10 hospitals	The Bidder should have at least two (2) projects of biomedical equipments maintenance, in the preceding three (3) financial years i.e. 2015-16 to 2017-18, with work order value

		(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. Or 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).	of Rupees one Crore or more (\geq Rs.1 Crore).
4	5.3.5	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.	The bidder should have an average annual turnover of Rs.10 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.

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