

PRE-BID CLARIFICATIONS / AMENDMENTS IN RESPONSE TO THE QUERIES RAISED BY PROSPECTIVE BIDDERS IN THE PRE-BID MEETING HELD ON 21.05.2018 11.00 A.M. IN THE CONFERENCE HALL, OSMCL FOR THE RETENDER FOR SELECTION OF SERVICE PROVIDER FOR BIOMEDICAL EQUIPMENT MAINTENANCE SERVICE IN THE STATE OF ODISHA.
Bid Ref. No.: OSMCL/2018-19/EQP-BMEM (RETENDER)/06

- Total No. of prospective bidders/ representatives present in the pre-bid meeting are: **05 (Five)**
- After threadbare discussion of the queries raised by the prospective bidders on the above mentioned tender references 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	SECTION III 3.1 (2)	Cost of RFP Document Rs.5,600/ (inclusive of GST) <u>Suggested To change/add/modify -</u> The service provider who has already participated in previous tender may be exempted from submission of bid document cost.	NO CHANGE
2	SECTION III 3.1 (3)	Earnest Money Deposit Rs.20,00,000/- <u>Suggested To change/add/modify -</u> We request you to minimize Earnest money to Rs. 10,00,000/- (Rs. Ten Lakh only), which will encourage more participants.	NO CHANGE & CLARIFIED The EMD may be furnished in the shape of DD / BG (in shape of one or multiple DD/BG) . In case of BG(s), it must be submitted in the required format at Annexure XIII, which is / are to be valid till 11.05.2019.
3	SECTION III 3.1 (5)	Contract Period: 5 years subject to annual performance review, renewable every year <u>Suggested To change/add/modify -</u> It should be 5 years and extendable to further 5 years on performance review basis.	NO CHANGE
4	4.2 Inventory Details	The detailed inventory of equipment is contained in Appendix-I, comprises of only the name of district and inventory values of all institutions in the district (Rs. In Crores). But detailed inventory available in the district, medical colleges, hospitals, CHCs, UHCs and primary health centres is not available.	CLARIFIED Final Inventory details institutions wise is available in the corporation website www.osmcl.nic.in
5	5.2.1(ii)	To ensure 24x7, 365 days uptime of 95% for all medical equipments in Medical college Hospitals, General Hospitals, Capital Hospital, District Head Quarter Hospitals and Specialty Hospitals, 90% for Sub-Divisional Hospitals (SDH), and Community Health Centres (CHC) and 80% for Area Hospitals (AH) / Other Rural Hospitals and Primary Health Centres (PHC). 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. <u>Suggested To change/add/modify -</u> 1.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. OR 2.To ensure 24x7 , 365 days uptime of 90% for all medical equipments in Medical College Hospitals, General Hospitals, Capital Hospital, District Headquarter Hospitals and Specialty Hospitals, 85% for Sub-Divisional Hospitals (SDH), and Community Health Centres (CHC) and 80% for Area Hospitals (AH) / Other Rural Hospitals and Primary Health Centres (PHC).	NO CHANGE
6	5.2.1(iii)	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	CLARIFIED 1. It is the responsibility of the service provider to ensure correct spares in due time, but concerned User Institutions may facilitate the

		<p>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></p> <p>1. In most of the cases it has found OEMs are not cooperating with the service Provider or they are charging exuberant prices. OMCL must intervene in such cases using their office and ensure correct spares in due time at reasonable terms.</p> <p style="text-align: center;">OR</p> <p>2. Equipment under Warranty/AMC / CMC , kindly provide the details of existing AMC/CMC arrangements in respect of various equipment with Make/model, date of Installation, Price of AMC/CMC and date till the Warranty/AMC/CMC is valid.</p>	<p>overall process by following up with the concerned Original Equipment Supplier/ Agency for equipments under existing maintenance contracts such as AMC/ CMC/ Warranty.</p> <p>2.Regarding details of Make/Model/Date of Installation/Price/existing AMC & CMC contract is available in the corporation website www.osmcl.nic.in</p>
7	5.2.1(vi)	<p>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><u>Suggested To change/add/modify -</u></p> <p>For the Medical Equipment that are already in AMC or CMC, the service provider shall administer the contract on behalf of The Director of Health Services. For this purpose, the service provider shall take authorization from The Director of Health Services / OMSCL / Institution Heads with whom AMC/CMC in existence.</p>	<p>AMENDED.</p> <p>Please refer to Amendment 1</p>
8	5.2.1(vii)	<p>All equipments in the inventory list including the equipments which are under Warranty/AMC/CMC at present as well as the equipment which are not included in this RFP such as Needle Burner, Manual Labour table, Delivery table, General Refrigerator except Blood Bank & ILR point etc. shall be coded.</p> <p><u>Suggested To change/add/modify -</u></p> <p>For coding the equipment which are not a part of this tender should not be bind by any timelines of this tender. Else OMSCL has to pay separately for the bar-coding of these equipments.</p> <p style="text-align: center;">OR</p> <p>Kindly provide the complete list of equipment, which are not included under this RFP.</p>	<p>NO CHANGE & CLARIFIED</p> <p>The Complete detailed list of equipments which are not to be included under the scope of service provider under this tender will be finalized after completion and approval of remapping of Inventory. Hence the coding of all such type of equipments has to be completed during remapping process.</p>
9	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>Existing mechanism of logging breakdown complaint. Please explain and elaborate upon, what is Maintenance Process Tracking -IDs?</p>	<p>CLARIFIED</p> <p>Once any complain is registered, the software should generate a unique ID (Maintenance Process Tracking ID) for one particular equipment through which the detailed functional status of that particular equipment is ascertained.</p>

10	5.2.3	<p>The Qualification of (A) The technicians shall be minimum ITI in Electronics or Electrical and having minimum 2 years experience in similar Field of maintaining biomedical equipment. (B) The supervisors/Junior Engineers shall be minimum diploma in Electronics Engineering or Electronics & Tele Communication Engineering or Electrical Engineering and having minimum 3 years experience in similar field of maintaining biomedical equipment. <u>Suggested To change/add/modify -</u> Freshers should also be considered for technicians and junior engineers.</p>	NO CHANGE
11	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. <u>Suggested To change/add/modify -</u> 1. Most of the Inventory management software are being used on pay-per-use licence basis from reputed software companies and cannot be handed over to tendering authority with source code, only data can be shared. OR 2. 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. OR 3. Only database to be transferred to corporation. As cost is involved in software, it should be transferred only on cost to cost basis.</p>	NO CHANGE
12	5.2.9	<p>The service provider shall establish an equipment identification code system. This shall tag all the equipments using GS-1 standard coding approved by Ministry of Commerce, Government of India. <u>Suggested To change/add/modify -</u> GS-1 code is allotted to the company against a license fee and it is 100% the property for that organization. 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 by OMCL). So that all equipment will be coded permanently. No changes in case change of service provider. OR It is requested that Tender Inviting Authority should provide GS-1 barcodes to service provider. This will ensure Tender Inviting Authority to have complete control over asset codification and its database. Consequent upon the change of service provider, complete asset master will remain available with Tender Inviting Authority. OR Ownership of GS-1 Standard certificate Please advise whether the ownership of GS-1 Standard certificate will remain with OSMCL? If Yes, whether such expenses will be borne by</p>	AMENDED. Please refer to Amendment 1

		OSMCL, or the relevant costs thereof are to be budgeted in the Financial Proposal.	
13	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. OR Increase or decrease the number of equipment, Kindly specify whether the inventory list of equipment to be made available has been compiled through proper recording and verification process, and reasonable certainty exists to confirm correctness of such statement. Please specify the quantity or percentage that can be increased or decreased from the total inventory list.</p>	NO CHANGE
14	5.2.15	<p>The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) that is accessible through "Centralized toll free number" in Odia, Hindi & English language to accept calls for fault registration. For each facility, there would be three nodal officer (s) to whom an Email and SMS shall be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/fixing of the fault must be followed by the closure of communication loop (call closure) via Email and SMS to nodal officer (s) identified on a case to case basis. 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.</p>	AMENDED. Please refer to Amendment 1

		<p><u>Suggested To change/add/modify –</u> Centralized Call Centre (CCC) Preventive Maintenance and Calibration Schedule</p> <ul style="list-style-type: none"> • In respect of the Centralized call centre, please clarify whether the Telephone Connections/IVR System will be taken by OSMCL as the same shall be transitioned to OSMCL after project term. • In respect of the Preventive Maintenance / Calibration schedule most of the equipment manufacturer prescribes two times preventive and one calibration during the One Year period. As such we would like to request for considering preventive maintenance schedule of twice a year and calibration of equipment once in year in case the manufacturer has not prescribed any schedule. 	
15	5.2.21	<p><u>User Training</u> (b) The service provider shall arrange for periodic user trainings of all equipments not less than twice a year or as when required /requested by the nodal officer of concerned institution irrespective of the equipment being within/outside the warranty period.</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>CLARIFIED The user training has to be imparted as and when required by the user/tender inviting authority and necessary information for new installation shall also be informed to the service provider for deputation of their experts.</p>
16	5.2.22	<p>The maintenance service provider shall have no obligation to repair any equipment damaged by the user wilfully/due to any natural calamities at the facility.</p> <p><u>Suggested To change/add/modify –</u> This clause must also cover the following: Damaged due to rodents, Water seepage, plumbing, electrical power fluctuation, Civil construction related issue should also be covered.</p>	<p>AMENDED. Please refer to Amendment 1</p>
17	5.2.24	<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 report 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> <p><u>Suggested To change/add/modify –</u> Breakdown calls, Preventive maintenance and calibration are three different activities and divided into regular, quarterly, half-yearly & yearly basis respectively. Each activity report sealed and signed by the end user will be uploaded in the software and can be retrieved anytime so there is no need to get them sealed and signed again by the nodal officer. Requirement of consolidated Report should be deleted</p>	<p>AMENDED. Please refer to Amendment 1</p>

		OR this facility can be provided in Software to Nodal Office who can approve or disapprove any call online. Uptime calculation is also an annual calculation and will be available in the software, so there is no requirement to calculate it on month wise. Breakdown service reports sealed and signed by the end user will be uploaded by the service provider in software and monthly report of breakdown, preventive maintenance, and calibration can be fetched from the software, so there is no need to do all these activity again. This is duplication of work and it will only waste the productive man-hours of an employee.	
18	5.2.25	<p>The bidder shall stock sufficient spares, accessories of equipment in suitable locations so that the complaints can be rectified within the shortest possible time. The bidder shall keep the records of spares replaced during the contract period.</p> <p><u>Suggested To change/add/modify –</u></p> <p>The bidder is expected to stock sufficient spares, accessories of equipment in suitable locations so that complaints can be rectified within the shortest possible time. In case the bidder establishes a central warehouse for storage of spares at Bhubaneswar/ Cuttack, it may not be possible to store spares at various locations as it will add to storage costs. Kindly clarify the following :</p> <ul style="list-style-type: none"> * Please specify whether arrangements can be made at various locations within the health facilities for secured storage under lock and key, under control of the representative of the Service Provider. * Provide details of accessories, since the provision of accessories same doesn't ensure repairs of the equipment, the same shall not be considered in spares. * Mechanism for billings on OSMCL and payment for the spares and accessories required to be provided by the service provider. 	<p>CLARIFIED</p> <p>The bidder shall stock sufficient spares, accessories of equipment in suitable locations as per the feasibility of the service provider in order to rectify the complaints within the shortest possible time and also to maintain stipulated uptime.</p>

19	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 oxymeter, ECG cables, cassettes and any spares which are not mentioned wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which 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/MANUFACTURERS etc.).</p> <p><u>Suggested To change/add/modify –</u></p> <p>This project is for Biomedical Equipment repair and replacement of any spare is the responsibility of service provider. However, supply of any consumable disposable such as PM Kits, batteries, electrodes, electrode filling solution, Xray cassettes, x-ray films, patient circuits, flow sensors, oxygen cells, OT Lamps, bulbs, any rotating parts like belts, ECG electrodes, RO Plant Filters, etc. should be excluded from the scope of</p>	<p>AMENDED. Please refer to Amendment 1</p>
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		<p>this tender. Secondly, any accessories which has a self-life as declared by OEM (principals) should be replaced by Hospital. OR it can be read as: Any item which are marked as accessory (with shorter self-life than the main equipment) and consumable (disposable) which are not covered in regular Comprehensive AMC by OEM (Principals) should be excluded from the scope of supply by service provider or shall be provided by Service provider and bill should be produced to OMSCL for separate payment.</p> <p style="text-align: center;">OR</p> <p>Clarification required: Whether Accessories/ Consumables are Included or not. Requested to treat Battery, flow sensors, Oxygen cells, 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. 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 style="text-align: center;">OR</p> <p>The battery, battery for UPS, Cassettes should not be covered; otherwise the cost of the project will be very high.</p> <p style="text-align: center;">OR</p> <p>The Service Provider shall store most of the spares items in the inventory, however it may not be feasible to ensure storage of all the spares required, depending upon the spares item it may always not possible to procure the spares item at short notice to ensure repairs of equipment within 7 working days. In case the spares are required to be procured a fresh, the time required even if the same is beyond reasonable period, for such procurement, shall not be considered for penalties and the corresponding delays in repairs shall be ignored.</p>	<p>Clarified that The X-ray films, X-ray cassettes, patient circuits, ECG electrodes, UPS batteries and other consumable & disposable items are excluded from the scope of service provider. However other items mentioned in Amendment-1 under clause no-5.2.26 shall be included under the scope of service provider.</p> <p>Clarified that The bidder has to have sufficient spare stock for centrally/regionally as per the requirement of service</p>
20	5.2.27	<p>Any consumable item or disposable item which is meant for single use shall be the responsibility of the respective hospitals. Similarly Reagents and Chemicals shall also be in the responsibility of the respective hospitals.</p> <p><u>Suggested To change/add/modify –</u> Whether this one time Consumables/ Reagents included Calibrators also required for some equipment. We understand AMC agency should not be responsible for any Consumables/ Reagents during maintenance services.</p>	<p>CLARIFIED For system calibration, the desired calibrator & PM kit shall be the scope of the service provider but the reagents/cartridges may not be in the scope of service.</p>
21	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</p>	<p>AMENDED. Please refer to Amendment 1</p>

		<p>three (3) financial years i.e. 2015-16 to 2017-18, with work order value of Rupees one Crore or more (\geq Rs.1 Crore).</p> <p><u>Suggested To change/add/modify –</u></p> <p>Recommend changing financial year to 15-16, 16-17 & 17-18 (already amended in the tender document).</p> <p style="text-align: center;">OR</p> <p>The bidder should have CMC/AMC maintenance contract in last three (3) financial years (2015-2016, 2016-2017 & 2017-2018) for a minimum of 1500 biomedical equipment of different nature on a cumulative basis.</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 Bidder should have at least two (2) projects of biomedical equipments maintenance in any of the Indian state with the work order value of more than 3 Crores, in the preceding three (3) financial years i.e. 2016-17 & 2017-18, with work order value of Rupees Three Crore or more (\geq Rs.3 Crore).</p> <p style="text-align: center;">OR</p> <p>Whether Contracts of execution of projects given for AMC management services under a Govt. Programme shall be considered as experience of AMC management as per the criteria of RFP wherein Bidder has managed AMC of various equipment across the country through several AMC/CMC contracts signed with OEMs or third-party agency for maintenance of equipment. Our Company, Strategic Alliance Management Services Pvt. Ltd. (FIND) is engaged in providing Procurement Agency services to Foundation for Innovative New Diagnostics (FIND) for up gradation of TB Labs across the country since the year 2013-14. The Contract for Maintenance of Equipment in TB Labs across the country have also been awarded by SAMS since the year 2014. SAMS is providing equipment maintenance management services in respect of 61 TB Labs across the country through 18 contracts awarded to OEM and other parties for more than Rs. 4.00 Crores. All the preventive management/calibration services and Breakdown calls are being tracked and monitored by our company. Please advise whether the contracts for more than Rs. 4.00 crores for maintenance of equipment in TB Labs would make our company eligible for providing maintenance services.</p>	
22	5.3.2	<p>The bidder, if already providing similar services for more than a year in any of the state requires to produce the performance certificate from the NHM-Mission Director of the state.</p>	<p>CLARIFIED as</p> <p>The past proof of performance furnished in the technical bid should be supported by the performance certificate issued by the Head of tender inviting authority of the respective state.</p>

23	5.3.5	<p>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.</p> <p><u>Suggested To change/add/modify -</u> Considering the total inventory of the state, annual turnover qualification is requested to make the turnover to Rs.5 Crores or more.</p> <p style="text-align: center;">OR</p> <p>The combined (cumulative) experience of the consortium partners to be considered for eligibility in case if the consortium partners are in the similar experience.</p>	NO CHANGE
24	5.4.4	<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 of 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> <p><u>Suggested To change/add/modify -</u> Remapping of equipment across all health facility within the state. Please provide the details of last mapping carried out to prepare the inventory. In case all the equipment across various health facilities in the state are to be remapped, the equipment which are noticed to be beyond the inventory list, the procurement cost/ invoice value of such items shall be included in the Inventory List of equipment of OSMCL/ Tendering Authority.</p>	CLARIFIED Final Inventory details institutions wise with invoice value of the equipment is available in the corporation website www.osmcl.nic.in
25	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. 	NO CHANGE

		<p>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.</p> <p>4. For equipment whose declared asset value is above Rs.10,00,000/-, a penalty of Rs.3,000/- on every extra day.</p> <p>5. For equipment whose declared asset value is above Rs.1,00,00,000/-, a penalty of Rs.10, 000/- on every extra day.</p> <p style="text-align: center;">Penalty capping is not stated in this clause.</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>Penalty should be capped at the maximum rate of 25% of the equipment disclosed price.</p> <p style="text-align: center;">OR</p> <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 penalty as specified in the clause will be applicable, please clarify the following:</p> <p>*If the delay of more than 7 working days occurs due to reasons beyond the control of Service Provider viz non-availability of concerned nodal officer at the facility, non-availability of utilities if any required, delays in supply of spares and any other reason beyond control of service provider, in such cases no penalties shall be levied.</p> <p>*The period of 7 working days for repairs shall be kept only for critical equipment, and in respect of other equipment the repair time shall be enhanced to at least 10 or more working days.</p> <p>*The service provider shall be provided an opportunity, before levying the penalty if the reason for delays in repairs is beyond the control of service provider, the penalty if any shall be waived.</p>	
26	5.6.2	<p>The penalty for not rectifying any fault within 7 days will be deducted in the subsequent quarterly payment.</p> <p><u>Suggested To change/add/modify –</u></p> <p>The penalty for calls registered through toll free number should be applicable after completion 04 months period of repairing the non-functional equipments found during remapping.</p> <p style="text-align: center;">OR</p> <p>The penalty for not rectifying any fault within 7 days should be read as 7 working days (excluding Govt. Holidays also).</p>	AMENDED. Please refer to Amendment 1
27	6.1.4.7	<p>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</p>	NO CHANGE

		and performance of the service provider. <u>Suggested To change/add/modify –</u> Escalation should be @ 5 % per annum upon the quoted percentage.	
28	6.16.11	List of documents in RFP submission, sub clause 6.16.11 Board Resolution for Bidding entities as per Annexure VIII. <u>Suggested To change/add/modify –</u> Please mention following against this point: (Only in case of Consortium).	CLARIFIED that Annexure VII , VIII & IX are only applicable for consortium.
29	6.25.1	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. <u>Suggested To change/add/modify –</u> Payment should be made monthly on the basis of reports uploaded by the service provider in the inventory management software. OR 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. Kindly relax the invoicing conditions and change the same from Quarterly invoices to Monthly Invoicing.	AMENDED. Please refer to Amendment 1
30		Date & Time of online bid submission 13/06/2018 - 5.00 pm Since the detailed equipment inventory list with name of item, make, model, location, costs, date of installation and other relevant details are neither available with this Notice, nor the same has been provided on OSMCL website it may not be possible to assess and estimate the workload, manpower and other resources. Accordingly, we would like request for suitable extension for End Date & Time of Proposal Submission by at least 7 to 10 days.	CLARIFIED The last date of online bid submission is extended from dt.13/06/2018 to dt.02/07/2018.
31		<u>The following Clause may be added</u> OSMCL will coordinate to provide power audit report from all institutions at the cost of OSMCL/ Hospital and any reported deviations in the power audit report should be corrected/ rectified by the Hospital.	NO CHANGE

Amendment 1

SI	Clause No.	Provision in RFP Document	Amended as
1	5.2.1(vi)	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.	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. However penalty shall not be applicable for all equipments under existing maintenance contract such as warranty, AMC/CMC provided the service provider has to provide evidences of communications to the OEM with a copy to OSMCL/User Institutions within 5 working days from the registration of complaint. If no such written communication has been carried out by the service provider with the supplier agency/OEM within the 5 working days, then appropriate penalty as mentioned shall be applicable.
2	5.2.9	The service provider shall establish an equipment identification code system. This shall tag all the equipments using GS-1 standard coding approved by Ministry of Commerce, Government of India.	The service provider shall establish an equipment identification code system. This shall tag all the equipments using GS-1 standard coding approved by Ministry of Commerce, Government of India. The GS-1 standard code will be issued in the name of the Tender Inviting Authority, however the service provider will facilitate in obtaining the GS-1 standard code. The necessary cost in this regard shall be borne by the service provider and subsequently deducted from the claim of the service provider.
3	5.2.15	The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) that is accessible through "Centralized toll free number" in Odia, Hindi & English language to accept calls for fault registration. For each facility, there would be three nodal officer (s) to whom an Email and SMS shall be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via Email and SMS to nodal officer (s)	The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) that is accessible through "Centralized toll free number" in Odia, Hindi & English language to accept calls for fault registration. However the telephone connections/IVR system will be in the name of Tender Inviting Authority, but the necessary monthly bill shall be deducted from the claim of the service provider. For each facility, there would be three nodal officer (s) to whom an Email and SMS shall be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via Email and SMS to nodal officer (s) identified on a case to case basis. 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 annual third party audit 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

		<p>identified on a case to case basis. 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.</p> <p>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.</p>	<p>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 half yearly preventive maintenance frequency and yearly calibration frequency has to be recommended by service provider. Based on the frequency month wise schedule has been prepared and submitted for individual equipment.</p>
4	5.2.22	<p>The maintenance service provider shall have no obligation to repair any equipment damaged by the user wilfully/due to any natural Calamities at the facility.</p>	<p>The maintenance service provider shall have obligation to repair any equipment damaged by the user wilfully/due to any natural Calamities / due to rodents/ water seepage at the facility. But the necessary cost in this regard shall be borne by the concerned institution.</p>
5	5.2.24	<p>The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. A consolidated/summary report for breakdown,</p>	<p>The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. The software/dashboard should have all the facility relating to summary of all the activities such as breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for</p>

		<p>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 report 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>	<p>rectifying each complaint. This facility is to be maintained on a quarterly basis, as the payment (which includes penalty) modalities on quarterly basis. Facility should also be incorporated in the dashboard for acknowledgement of these activity reports (which were already physically signed & sealed by the respective Department Head/Institution Head) by the respective Superintendent of MCHs/ Designated district authority/nodal officers in the software itself which can be verified and retrieved by the Tender Inviting Authority as and when required. The format of these activity report and acknowledgement shall be finalized by the selected bidder and has to be approved by the Tender Inviting Authority.</p>
6	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 oxymeter, ECG cables, cassettes and any spares which are not mentioned wherever</p>	<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 cables, detectors, all types of electrodes and electrode filling solution , batteries used in equipments, vaccumatic parts, flow sensors, Oxygen cells, probe for pulse oxymeter, ECG cables, OT lamps & bulbs , RO plant filters, PM Kits and any spares which are not mentioned wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which 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</p>

		<p>applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which 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/MANUFACTURERS etc.).</p>	(ISI/CE/USFDA/ISO/MANUFACTURERS etc.).
7	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>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. 2015-16 to 2017-18, with work order value of Rupees one Crore or more (\geq Rs.1 Crore).</p>	<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>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. 2015-16 to 2017-18, with work order value of Rupees one Crore or more (\geq Rs.1 Crore).</p> <p>Or</p> <p>The Bidder should have provided biomedical equipment maintenance services for an entire state during any of the last three (3) financial years i.e. 2015-16 to 2017-18, with work order value of Rupees one Crore or more (\geq Rs.1 Crore). However in case of consortium the lead member of the consortium should fulfill the above criteria.</p>
8	5.6.2	<p>The penalty for not rectifying any fault within</p>	<p>The penalty for not rectifying any fault within 7 working days (excluding Govt. Holidays) from the date and</p>

		7 days will be deducted in the subsequent quarterly payment.	time of registration of fault will be deducted in the subsequent quarterly payment. The penalty for calls registered through toll free number should be applicable after completion of remapping and approval of total equipment inventory.
9	6.25.1	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.	The bidder shall raise quarterly invoices in the name of the OSMCL along with activity reports such as breakdown, preventive and calibration activities carried out in that quarter including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint which were already physically signed & sealed by the respective Department Head/Institution Head and subsequently acknowledged by the respective Superintendent of MCHs/ Designated district authority/nodal officers in the dashboard itself and shall be submitted to the head office of OSMCL for payment.

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) .**
3. **Bidders shall submit any query or observation or representation on uploaded technical bids within 7 days of opening of Technical Bid. Bidders can submit their queries or observations or representations for their quoted items through email: proc.osmcl.od@nic.in or at OSMCL office. The query or observation or representation submitted must be supported with the letter from the principal manufacturer for the respective items along with supporting documents justifying their claims. No representations shall be entertained by the Tender Inviting Authority after 07 days of Technical bid opening. The Tender Inviting Authority may at its discretion accept or reject the representation and the decision of the Tender Inviting Authority shall be final and shall be binding on all bidders participating in this bid.**

**Sd/-
Managing Director,
OSMC**