



Odisha State Medical Corporation Limited
(A Government of Odisha Enterprise)

Website: www.osmcl.nic.in , Email : proc.osmcl.od@nic.in

Bid Reference No. OSMCL/2017-18/EQP-BMEM/07

e-TENDER DOCUMENT
for
Request for Proposal (RFP)
for Selection of Service Provider for
Biomedical Equipment Maintenance
Service in the State of Odisha

**Regd. Office: In front of Ram Mandir, Convent Square, Unit – III,
Bhubaneswar -751 007, Tel. : (0674) 2380950**

INDEX

SI. NO.	DESCRIPTION		PAGE NO.
1.	NOTICE INVITING PROPOSAL		3
2.	SECTION – I	INSTRUCTIONS TO BIDDERS	5
3.	SECTION – II	GENERAL DEFINITIONS	8
4.	SECTION – III	RFP SCHEDULE	11
5.	SECTION – IV	DETAILS OF RFP	12
6.	SECTION – V	SPECIFIC CONDITIONS OF CONTRACT	13
7.	SECTION – VI	GENERAL CONDITIONS OF CONTRACT	23
8.	APPENDIX - I	INVENTORY DETAILS	44
9.	APPENDIX - II	PRICE SCHEDULE	46
10.	APPENDIX - III	GOVT. ORDER FOR CONDEMNATION	47
ANNEXURES- Formats for bidder for Submission of Bid (Technical Bid)			
11.	ANNEXURE – I	COVERING LETTER	51
12.	ANNEXURE – II	POWER OF ATTORNEY	54
13.	ANNEXURE – III	POWER OF ATTORNEY (in case of consortium)	55
14.	ANNEXURE – IV	AFFIDAVIT	57
15.	ANNEXURE – V	ANTI COLLUSION CERTIFICATE	58
16.	ANNEXURE – VI	PROJECT UNDERTAKING	59
17.	ANNEXURE – VII	MEMORANDUM OF UNDERSTANDING	60
18.	ANNEXURE – VIII	BOARD RESOLUTION	62
19.	ANNEXURE – IX	UNDERTAKING	63
20.	ANNEXURE – X	INFORMATION OF BIDDERS	64
21.	ANNEXURE – XI	DETAILS OF PAST EXPERIENCE OF BIDDER AND PROOF OF PRE-QUALIFICATION CRITERIA AS PER CLAUSE NO-5.2.3	66
22.	ANNEXURE – XII	AGREEMENT	68
23.	ANNEXURE – XIII	BANK GUARANTEE FORMAT	70
24.	ANNEXURE – XIV	CHECK LIST	71
25.	ANNEXURE – XV	ANNUAL TURN OVER STATEMENT	73
26.	ANNEXURE – XVI	IMPLEMENTATION PLAN	74

Odisha State Medical Corporation Limited

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Bhubaneswar -751 007

Tel. : (0674) 2380608/950 Website : www.osmcl.nic.in ,

Email: proc.osmcl.od@nic.in

NOTICE INVITING PROPOSAL

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

Date: 18/12/2017

Online Bids through e-Tender portal (<https://tendersodisha.gov.in>) are invited from eligible bidders for Biomedical Equipment Maintenance Service as per the particulars given below:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	18/12/2017	
2.	Date & time of Pre-bid meeting	27/12/2017, 11 AM Venue : Conference Hall, Odisha State Medical Corporation Ltd., In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar	
3.	Date & time of Online bid submission	Start Date & Time	End Date & Time
		04/01/2018, 11 AM	19/01/2018, 5 PM
4.	Date & time of online Technical bid opening	25/01/2018, 11 AM	
5.	Date of opening of Price Bid	To be informed to the technically qualified bidders after opening of technical bids.	

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and terms & conditions are available in the websites: www.osmcl.nic.in and <https://tendersodisha.gov.in>. The Authority reserves the right to accept / reject any or all the bids without assigning any reason thereof.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. _____

Copy submitted to the Commissioner Cum Secretary to Govt. H&FW Dept. for kind information.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. _____

Copy forwarded to the MD, NHM-Odisha for kind information.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. _____

Copy forwarded to the Director of Health services/Director Public Health, Odisha for information.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. _____

Copy forwarded to the DMET, Odisha for information.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. _____

Copy forwarded to the State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar for information.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. _____

Copy forwarded to the Chief Manager (Technical), State Procurement Cell, Nirman Soudh, Bhubaneswar for information.

**Sd/-
Managing Director
OSMC Ltd., Odisha**

SECTION I

INSTRUCTION TO BIDDERS

- 1.1 **The Odisha State Medical Corporation Limited - OSMCL** (Tender Inviting Authority) is a Govt. of Odisha Enterprise for providing services to the various health care institutions under the Department of Health & Family Welfare. One of the key objectives of the OSMCL is to act as the central procurement agency for all essential drugs, equipments and furnitures (EIF) for all health care institutions (hereinafter referred to as user institutions) under the Department.
- 1.2 Several equipments have been procured and installed in the various health care institutions by the Health Department under different Projects, Programmes and Schemes. One of the major problems encountered is the timely maintenance of these equipments. The maintenance done by the user or by other means could not produce sustainable solution. In order to strengthen the service/ maintenance of the biomedical equipments in the hospitals under the H & FW Dept, Government of Odisha, a model has been conceived on the lines of Public Private Partnership under the guidance of Government of India.
- 1.3 This 'RFP' contains the following:
- Section I: Instruction to bidders
 - Section II: General Definitions
 - Section III: RFP Schedule
 - Section IV: Details of RFP
 - Section V: Specific Conditions of Contract
 - Section VI: General Conditions of Contract
 - Appendix-I: Inventory Details
 - Appendix-II: Sample Price Evaluation
 - Appendix-III: Govt. Order For Condemnation
 - Annexures: Formats for bidder for Submission of Bid (Technical Bid)
- 1.4 The RFP published by the Bid Inviting Officer (Procurement Officer Publisher) in the **e-procurement portal** <https://tendersodisha.gov.in> will appear in the “**Latest Active Tender**”. The Bidders/ Guest Users can download the RFP document free of cost only after the due date & time of sale. The publication of the RFP will be for specific period of time till the last date of submission of

RFP as mentioned in the **RFP Schedule (Section III)** after which the same will be removed from the list of “**Latest Active Tender**”. The bid document is also available at website: www.osmcl.nic.in

1.5 PARTICIPATION IN BID

1.5.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GST Registration Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the **online bidding process**.

1.5.2 LOGGING TO THE PORTAL:

The Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

1.5.3 DOWNLOADING OF RFP:

The bidder can download the RFP of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.

1.5.4 CLARIFICATION ON RFP:

The registered bidder can ask questions related to online bid in the e-procurement portal through email: **proc.osmcl.od@nic.in** but before the **pre-bid meeting**. OSMCL will clarify queries related to the bid.

1.5.5 PREPARATION OF RFP

The detail guideline for preparation of RFP is mentioned at General condition of Contract- Section VI (**Clause 6.3**)

1.5.6 PAYMENT OF EMD AND COST OF RFP DOCUMENTS:

The detail guideline for payment of EMD & Cost of RFP Documents is mentioned at General Condition of contract- Section VII (**Clause 6.4 - 6.6**)

1.5.7 SUBMISSION AND SIGNING OF BID

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- **Section VI (Clause 6.15 - 6.16)**

SECTION II

GENERAL DEFINITIONS

- 2.1 *Government* means Government of Odisha, represented by the Secretary to Health & Family Welfare, who is also the Chairman of the Board of Directors of OSMCL.
- 2.2 *Tender Inviting Authority/ Authority* is the Managing Director of the OSMCL, who on behalf of the User Institution/Government or the funding agencies calls and finalize tenders/RFPs and ensure supply, installation and after sales service of the equipments procured.
- 2.3 *User Institutions* are the health care institutions maintained by Health & Family Welfare (H&FW) Department under the Government of Odisha. Such health care institutions are;
- 2.3.1 Medical Colleges and Hospitals (MCH) and Speciality Hospitals which are under the Director of Medical Education & Training (DMET)-Odisha.
- 2.3.2 General Hospitals, Capital Hospital, District Head Quarter Hospitals (DHH), Sub-Divisional Hospitals (SDH), Community Health Centres (CHC), Area Hospitals (AH)/ Other Rural Hospitals and down to the level of Primary Health Centres (PHC) which are under the Director of Health Services (DHS)-Odisha.
- 2.4 *Blacklisting/debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future tenders/RFPs of Tender Inviting Authority/User Institution, more specifically mentioned in the Specific Conditions of Contract (**Section V**) and General Conditions of Contract (**Section VI**) of this RFP, the period being decided on the basis of number of violations in the RFP's conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.
- 2.5 *“Request for Proposal”* (RFP) means a tender for hiring of service provider for Biomedical Equipment Maintenance shall be made through a bidding process.
- 2.6 *“Proposal/Bid”* means Quotation/Tender received from a Sole Bidder/Consortium.
- 2.7 *“Bidder”* means the Sole Individual (Company/Society/Trust) or Consortium (a group of 3 companies) submitting Bids/Quotation/Tender.
- 2.8 *“Health technology”*: The application of organized knowledge and skills in the form of equipment, medicines, vaccines, procedures and systems developed to solve a health problem and improve quality of life. It is used interchangeably with health-care technology.
- 2.9 *“Medical device”*: An article, instrument, apparatus or machine that is used in the prevention, diagnosis or treatment of illness or disease, or for detecting, measuring, restoring, correcting or modifying the structure or function of the body for some health purpose. Typically, the purpose of a medical device is not achieved by pharmacological, immunological or metabolic means.

- 2.10 *“Medical equipment”*: Medical equipment requiring calibration, maintenance, repair, user training, and decommissioning – activities usually managed by Biomedical engineers. Medical equipment is used for the specific purposes of diagnosis and treatment of disease or rehabilitation following disease or injury; it can be used either alone or in combination with any accessory, consumable, or other piece of medical equipment/Device. Medical equipment excludes implantable, disposable or single-use medical equipment.
- 2.11 *“Public Private Partnership”*: A long term contract whereby a public body associates a private sector enterprise in the financing, design, construction and operation of a public structure. The public structure could be provision of a service, maintenance of a system or creation of a new system and/or infrastructure.
- 2.12 *“Outsourcing / Engaging of Third Party”*: A form of contracting with pre-specified terms of financing, monitoring and supervision. Generally engaged over a longer time period, outsourcing is delegation of responsibility partially or wholly towards performance of a set of Activities to achieve pre-specified results based on a mutually agreed form of reporting, monitoring, evaluation and performance.
- 2.13 *“Preventive Maintenance”*: It is an action to eliminate the cause of a potential non-conformity. The care and servicing by personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring.
- 2.14 *“Corrective Maintenance”*: It is also an action to eliminate the cause of a detected non-conformity. It is a maintenance task performed to identify, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to an operational condition within the tolerances or limits established for in-service operations.
- 2.15 *“Equipment Breakdown Rate”*: Also known as failure rate, it is the frequency with which an engineered system or component fails. It is expressed in failure per equipment per hour /shift/day.
- 2.16 *“Upkeep time”*: It is the period of time that a machine has been working or available.
- 2.17 *“Downtime”*: It is the period of time that a maintenance system fails to provide or perform its primary function in other words the time for which the dysfunctional equipment remains dysfunctional.
- 2.18 *“Maintenance Contracts”*: It is the legal agreement normally conducted between two parties wherein the latter agrees to render the maintenance service annually to the former in the exchange of a nominal amount. It ensures that the latter promises to provide maintenance services to the former all throughout the year on a regular basis. Annual Maintenance Contract (AMC) includes service charges only. When charges include spare parts also it is termed as Comprehensive Maintenance Contract (CMC).

2.19 Brief Description of the tender process

2.19.1 Bidder shall download the RFP documents from the e-tender portal www.osmcl.nic.in and <https://tendersodisha.gov.in>. The Bid shall be submitted only through the on-line process. The bids submitted in off-line will not be considered and will be rejected. The documents to be submitted on-line are specified in **clause 6.16**.

2.19.2 The on-line submission of documents is in two parts. The first part is the technical bid. The technical bid documents required shall be uploaded in pdf format only. The second part is the price/ financial bid (BOQ document), which can be uploaded in xls format only. The BOQ document uploaded by the Tender Inviting Authority shall be downloaded by the bidders and to be filled in the relevant areas & uploaded. The BOQ document is not inter changeable or to be corrected by the bidder.

2.19.3 The contact details of the Tender Inviting Authority are as follows:

**The Managing Director
Odisha State Medical Corporation Limited,
In front of Ram Mandir, Unit-III
Convent Square, Bhubaneswar-751007, Odisha
Email: proc.osmcl.od@nic.in
Website-www.osmcl.nic.in**

SECTION III RFP SCHEDULE

3.1. Tender Details

1.	Tender No.	OSMCL/2017-18/EQP-BMEM/07
2.	Cost of RFP Document	Rs.5,600/- (inclusive of GST)
3.	Earnest Money Deposit	Rs.20,00,000/-
4.	Performance Security	5% of the contract price (for successful bidder)
5.	Contract period	5 years subject to annual performance review, renewable every year.
6.	Validity of Performance Security	Up to 180 days after the date of completion of the contractual obligations

3.2. Important dates:

Sl.No.	Particulars	Date and time
1.	Date of release of RFP	18/12/2017 ,3 PM
2.	Date of Pre-proposal meeting	27/12/2017 , 11 AM
3.	Online Bid submission Start Date	04/01/2018, 11 AM
4.	Online Bid submission End Date	19/01/2018, 5 PM
6.	Date & Time of online Technical Bid opening	25/01/2018, 11 AM
7.	Date of opening of the price bid	To be informed to the technically qualified bidders after opening of technical bids.

SECTION IV DETAILS OF RFP

4.1 Item (s) tendered:

Sl. No.	Description
1.	Biomedical Equipment Maintenance Service in the State of Odisha

4.2 Inventory details:

The detailed inventory of equipment are contained in **Appendix I**.

SECTION V

SPECIFIC CONDITIONS OF CONTRACT

5.1 Objectives

Biomedical Equipment Management and Maintenance Program is a Government of India Initiative under National Health Mission in order to strengthen the public health system in the country with a vision to minimize the downtime of the biomedical equipments available in the hospitals especially in remote locations. This shall be of Public Private Partnership in order to achieve the goal through a set of mutually agreeable terms and conditions.

5.2 Scope of Work

5.2.1 The Tender Inviting Authority, on behalf of Government of Odisha, seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim:

- (i) To maintain Biomedical Equipment in all public healthcare facilities under the H & FW Dept, Government of Orissa down to the PHC level supported by 24 X 7 call centre.
- (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 be more than 7 days from the date and time of registration of fault.
- (iii) **In case of equipments 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.
- (iv) 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).

(v) Maintenance cost for equipments those are currently under any AMC/CMC/warranty contract shall be added by the service provider only after the expiry of contract for the respective equipment.

(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.

(vii) All equipments in the inventory list including the equipments which are under Warranty/AMC/CMC at present as well as the equipments 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. In case of equipments under warranty/AMC/CMC, the bidder shall report the non-compliance of the service calls by the respective maintenance contract holder to the Tender Inviting Authority within 7 days, failing which, penalty clause will be imposed **(Clause No-5.6)**.

(viii) 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).

(ix) All reports/ communications shall show equipments under warranty/AMC/CMC and others separately.

5.2.2 The bidder shall recruit trained Engineering and administrative human resources.

5.2.3 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.

(C) The Engineers shall be minimum B.E / B. Tech. in Biomedical Engineering, Medical Electronics Engineering, Electronics & Electrical Engineering or Electronics & Tele Communication Engineering,

Instrumentation Engineering and having minimum 5 years experience in similar field of maintaining biomedical equipment.

(D)The Managers shall be minimum B.E / B. Tech. in Biomedical Engineering, Medical Electronics Engineering, Electronics & Electrical Engineering or Electronics & Tele Communication Engineering, Instrumentation Engineering or MBA and having minimum 7 years experience in similar field of maintaining biomedical equipment. They should have valid degrees from any recognized university.

- 5.2.4 The manpower recruited shall have adequate composition of technical and professional skills. The bidder shall provide adequate training to the manpower recruited in all relevant categories of proper repair-cum-maintenance of almost all the biomedical equipments present at the govt. health institutions of Odisha. They should also have minimum knowledge of Government procedures, official works and decorum.
- 5.2.5 Should provide Inventory Management Software for the categorization of all equipments, clearly identifying critical equipments.
- 5.2.6 Such Information System shall be of web enabled software application for the equipment maintenance programme with complete inventory and equipment details. A dashboard shall be provided to the Tender Inviting Authority.
- 5.2.7 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.
- 5.2.8 The bidder shall provide online access with all privileges to the Tender Inviting Authority. The application shall be able to calculate the minimum time taken for attending each call; time taken to complete each complaint, uptime maintained for each category of institutions and equipments and should be flexible enough to generate query based reports as per requirement.
- 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.
- 5.2.10 The maintenance activities, corrective action taken for each equipment shall be recorded properly in the software application. The accurate history of any equipment shall be available at any point of time which shall be retrievable through this unique equipment code. Data should neither be ambiguous nor change with time without proper approval.

- 5.2.11 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.
- 5.2.12 The value of equipments mapped is as shown in **Appendix I**.
- 5.2.13 In case of addition of any new equipment after **warranty/AMC/CAMC** and during mapping, the value of equipment will be taken from the invoice value (on the basic value of the equipment) less taxes, duties, packing, forwarding, loading, unloading, handling charges, etc. For those equipments whose invoice value is not available, present market value for that equipment shall be taken.
- 5.2.14 The Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- 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) 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 provided by the maintenance service provider.
- 5.2.16 The call centre should have automatic call logging capacity and the backup log shall be available for at least one year at any given point of time. The old log details shall be archived by the bidder for future references and verification. The architecture of the call center should be designed in such a way that there should not be any waiting time for breakdown calls.

- 5.2.17 Each complaint registered should have a complaint ID and shall be closed after resolving the same. The call shall be closed by obtaining a service report signed by the nodal officer of the concerned institution. These service reports shall be under the safe custody of the bidder and shall be produced for verification at any point of time during the contract period.
- 5.2.18 The Bidder shall be responsible for procuring all the necessary tools, spare parts, manpower and other services required for the satisfactory completion of the contract. The bidder shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.
- 5.2.19 The End Users / District Authority will be responsible for providing all necessary support to provide the access to all the biomedical equipment available in the healthcare facilities.
- 5.2.20 The bidder shall specify color codes and uniform for all its employees visiting the sites for maintenance. Here, the word uniform includes identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices/services.
- 5.2.21 **User Training:**
- (a) A trained representative of the maintenance Service Provider shall be available during installation, commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.
 - (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.
- 5.2.22 The maintenance service provider shall have no obligation to repair any equipment damaged by the user willfully/due to any natural calamities at the facility. If requisition for repair of such equipment is made, the maintenance service provider shall have the right to invoice it to the contracting authority on case to case basis as mutually decided and after getting approval from the tender inviting authority the concerned repairing activity has to be undertaken.
- 5.2.23 Should provide preventive and corrective maintenance for all biomedical equipments in all public healthcare facilities in an entire region/ state up to the level of PHCs. The bidder shall also undertake the testing and calibration of all biomedical equipments.

- 5.2.24 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 in every month and the same shall be submitted to the Tender Inviting authorities. The format of the report shall be finalized by the bidder and approved by the Tender Inviting Authority.
- 5.2.25 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.
- 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 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.
- 5.2.27 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.
- 5.2.28 The bidder should provide the details of staff deployed with location to the Tender Inviting Authority. The details of employees leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every district with mobile number and one single point of contact in the state level shall be provided to the Tender Inviting Authority.

5.3 Pre-qualification of bidders:

5.3.1 The Bidder shall be a legal entities (Company/Society/Trust/Partnership Firm or a group of companies subject to maximum of three joining together as Consortium) to implement the Project. The bidder may also be a Government enterprise which provides engineering and/ or health services.

5.3.2 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.

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).

5.3.3 The Bidder should have adequate numbers of skilled Biomedical engineering human resource to meet the work load. This may be expressed as minimum number of engineers per facility/ zone/ district/ state. An undertaking to this effect shall be furnished in the technical bid.

5.3.4 The Bidder must give an undertaking to equip its trained Biomedical engineering human resources. The bidder must also ensure that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.

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**.

5.3.6 In case of consortium seeking to be a provider of maintenance services, the lead member shall have at least 51% ownership of the financial capital for the entire duration of the contract.

5.3.7 The consortium agreement should be in place before the date of RFP submission. The roles and responsibilities of each consortium members should be clearly defined.

5.3.8 Bidders including the consortium members who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted/ debarred by any State Government or Central Government Department/Organization should not participate in the tender during the period of blacklisting.

5.4 SPECIAL CONDITIONS

- 5.4.1 The Bidders are encouraged to submit their respective bids after visiting the State of Odisha and ascertaining for themselves of the health profile, health facilities in the State, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them. For ascertaining the condition of the existing equipment, the Authority may permit / facilitate the Bidder to inspect the position of the said equipment.
- 5.4.2 The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of Request for Proposal (RFP) will be at the Bidders' own risk and make the bid non-responsive.
- 5.4.3 The inventories of all the hospitals are mapped and the details are given in **Appendix I**. The bidders shall verify and confirm the same and get the approval from user institution as well as OSMCL after awarding the contract.
- 5.4.4 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**.
- 5.4.5 The nodal officers in facilities are Superintendent/ ADMO/ Medical Officer (I/C)/ Store Medical Officer/ Store Pharmacist/Hospital Manager.
- 5.4.6 Any non-cooperation/ inconvenience on the part of the user institution for the execution of the contract shall be reported to the Tender Inviting Authority.
- 5.4.7 For equipment under AMC/CMC/Warranty, if the manufacturer/ supplier for any equipment is not responding to the bidder despite thorough follow up, the bidder has to inform the OSMCL with evidence regarding the issue and any such incidence should be informed to the OSMCL within 7 days from the date and time of breakdown reported and failing to which, the bidder will be held responsible.
- 5.4.8 The user institutions will be responsible for providing all necessary support to provide the access to all the biomedical equipment available in the healthcare facilities.
- 5.4.9 List of equipments to be condemned shall be provided to user institution, DMET, DHS and OSMCL during the contract period.

5.4.10 **Condemnation of the Biomedical Equipment:**

- a. The condemnation committee as per **Appendix III** may include a representative of the service provider as special invitee.
 - b. A report indemnifying equipment requiring condemnation should be submitted by the Maintenance Service Provider once in six months and the equipment will be deleted from the contracted list of equipments from the subsequent quarter.
 - c. The maintenance Service Provider should not under any circumstances be the purchaser of spare part or components of any equipment resulting out of condemnation.
 - d. For condemnation of Radiological devices, approval from competent authority must be taken and condemnation be done as per guidelines issued by the appropriate authority.
- 5.4.11 An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid.
- 5.4.12 The old replaced parts shall be removed from the institutions concerned on completion of the repair work.

5.5 TIMELINES

- 5.5.1 The prototype of the software as mentioned in **clause 5.2.6 & 5.2.7** shall be demonstrated within 15 days of awarding the contract (receipt of LOI) and get it approved by the Tender Inviting Authority.
- 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. 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.
- 5.5.3 Agreement as per format in **Annexure XII** shall be executed within 10 days from the date of issuance of the award of contract. An agreement with Tender Inviting Authority has to be executed with the conditions of the RFP and the format will be circulated to the successful bidder.

5.6 PENALTY

- 5.6.1 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 -
- 5.6.1.1 For equipment whose declared asset value is below Rs.10,000/-, a penalty of Rs.50/- on every extra day.
 - 5.6.1.2 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.
 - 5.6.1.3 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.
 - 5.6.1.4 For equipment whose declared asset value is above Rs.10,00,000/-, a penalty of Rs.3,000/- on every extra day.
 - 5.6.1.5 For equipment whose declared asset value is above Rs.1,00,00,000/-, a penalty of Rs.10, 000/- on every extra day.
- 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.
- 5.6.3 Penalty as mentioned in **clause 5.6.1** will also be levied to those equipments that are not made functional within 4 months from the date of commencement of the contract.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Bid Document:

6.1.1 The detailed terms and conditions are contained in this “RFP”.

6.1.2 The RFP shall be made available in the website www.osmcl.nic.in and <https://tendersodisha.gov.in> for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in **clause 6.5** and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.1.3 The documents shall be submitted online through the e-Tender portal <https://tendersodisha.gov.in>. Bidders have to enroll themselves in the e-procurement portal and digital signature certificate is required.

6.1.4 The **general guidelines** on **e-Tender** process is as mentioned below:

6.1.4.1 Bidders should have a **Class II or III Digital Signature Certificate (DSC)** to be procured from the Registration Authorities (RA). Once, the DSC is obtained, bidders have to register in the e-procurement portal <https://tendersodisha.gov.in> for participating in this bid. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

6.1.4.2 Bidders may contact e-Procurement support desk of OSMCL over telephone at **0674 - 2380950**, or State Procurement cell help desk **1800-3456765, 0674-2530998** for assistance in this regard.

6.1.4.3 The e-Tender process comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.

6.1.4.4 **Payment of Cost of RFP Document & EMD:**

The **details of payment of document cost & EMD** is mentioned at **clause 6.4**

6.1.4.5 The details of documents (in PDF format) for online submission of technical bid is mentioned at **clause 6.16**

6.1.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details and upload the same back to the website.

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.

6.2 Responsibility of Verification of Contents of RFP Document:

6.2.1 The purchasers of the bid document shall examine all instructions, forms, terms and conditions in the Bid Document and verify that all the contents are contained in the 'Bid Document'.

6.2.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.3 Guidelines for Preparation of RFP

6.3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OSMCL, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online are mentioned in **clause 6.16**.

6.3.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.

6.3.3 **Language of Bid:-** The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

- 6.3.4 The documentary evidence regarding past performance shall be submitted along with the Bid duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.
- 6.3.5 Bidder shall submit a declaration letter as per the format given as **Annexure-IV** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.
- 6.3.6 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.3.7 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (www.osmcl.nic.in). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.3.8 Any clarification on the e-Tender procedure shall be obtained from OSMCL and the contact numbers are **0674 – 2380950**.

6.4 Payment for e-Tenders (Cost of RFP document & EMD)

- 6.4.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner through the e-Tender system:
1. The Cost of RFP document & **EMD** shall have to be furnished in shape of **Demand Draft (DD) / Bank Guarantee (BG)** from any nationalized/scheduled bank in India in favour of Managing Director, Odisha State Medical Corporation Ltd., payable at **Bhubaneswar**. **In case of BG**, the EMD is to be furnished in the prescribed format enclosed at **Annexure XIII**.
 2. The bidder has to furnish the **scan copy** (in PDF format) of the demand draft (s) along with other required document of technical bid through online submission on or before the due date & time of submission of technical bid.
 3. However, the **original instrument** of the bid document cost & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier on or before the opening of technical bid, failing which the bid shall be rejected. The sealed envelope

containing the bid document cost & EMD should be clearly superscribed as: Bid document cost & EMD, Bid Reference No. and the name of the bidder.

6.5 Cost of RFP Document

6.5.1 The bidder has to submit the bid document cost as mentioned in **Section–III** and non-submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.5.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.4. Bidders are **liable to pay bid document cost** even if any exemption is allowed in EMD.

6.6 Earnest Money Deposit (EMD):

6.6.1 The amount of the EMD(s) to be submitted is mentioned at **Section III** and Non- submission of EMD as mentioned in **Section III** shall be one of the primary reasons for rejection of the offer in the first round.

6.6.2 **Local MSEs** only **registered in Odisha** with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC shall be exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.

6.6.3 None of the bidders other than those specified in **clause 6.6.2**, are exempted from submission of EMD.

6.6.4 EMD of unsuccessful bidders will be discharged / returned within 30 days of finalization of RFP.

6.6.5 The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.

6.6.6 No interest will be paid for the EMD (In case of DD) submitted.

6.6.7 The EMD will be forfeited, if a bidder;

6.6.7.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated.

6.6.7.2 Withdraws bid after opening of technical bid;

6.6.7.3 A successful bidder, fails to sign the contract after issuance of Letter of Intent;

6.6.7.4 Fails to furnish performance security after issuance of Letter of Intent.

6.7 Deadline for Submission of RFP

- 6.7.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission and the Tender Inviting Authority shall not be held liable for the delay.
- 6.7.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.8 Modification and Withdrawal of RFPs

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

6.9 Period of Validity of RFP

- 6.9.1 The bid must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- 6.9.2 The successful bidder upon entering into a contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.
- 6.9.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

6.10 Rejection of RFP:

- 6.10.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in **Clause 5.3 of Section V**
- 6.10.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including scope of work, furnishing of relevant document & information in the required format of the RFP and technical presentation (wherever required) to the satisfaction of Tender Inviting Authority. The affidavit (**Annexure-IV**) uploaded with the relevant signature (s) and seals as asked in the format.

6.11 Notices

- 6.11.1 The Tender Inviting Authority shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;
- 6.11.1.1 The bid notices, documents, corrigendum, addendum etc if any.
 - 6.11.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.
 - 6.11.1.3 Results of the responsiveness of the technical bids.
 - 6.11.1.4 List of bidders qualified for the Technical Presentation (wherever required) and reasons for rejection of unqualified bidders.
 - 6.11.1.5 Results of the Technical Presentation, reasons for rejection of bid and list of bidders qualified for price bid opening.
 - 6.11.1.6 Final List of technically qualified bidders.
 - 6.11.1.7 Summary of Online price bid opening
- 6.11.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract
- 6.11.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.12 Other Terms and Conditions

- 6.12.1 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties, and GST etc as applicable.
- 6.12.2 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.13 Pre-Proposal Meeting

- 6.13.1 A pre-proposal meeting will be convened to clarify the doubts of the prospective bidders. The Tender Inviting Authority may or may not amend the terms and conditions of the RFP document after the pre-Proposal meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.13.2 Date of pre-proposal meeting is mentioned in **Section III**.
- 6.13.3 The Pre-proposal meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / scope of work etc., as part of ensuring transparency in the bid process. Response to pre-proposal queries if any by the prospective bidders shall be based on the written letters from the bidders.
- 6.13.4 It is an opportunity for the prospective bidder to obtain all the details about the terms & conditions and scope of work governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- 6.13.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback requested by the User Institution / funding agency, so as to make amendments in the bid document on the basis of expert advice.

6.14 Amendment of RFP Documents:

- 6.14.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal & OSMC website.
- 6.14.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information / general notices / amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

6.15 Submission of RFP

6.15.1 The bids are to be submitted **on-line** in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

6.15.2 **PART-I as TECHNICAL BID** shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **clause 6.16**.

6.15.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and quote the percentage in the respective fields before uploading it. The Price bids submitted in **any other formats** will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.

6.15.4 The bidder should check the system generated confirmation statement on the status of the submission.

6.15.5 SIGNING OF RFP

The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be liable for recommending for blocking of portal registration and blacklisting.

6.15.6 SECURITY FOR RFP SUBMISSION:

6.15.6.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted.

6.15.6.2 The encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.

6.15.7 RESUBMISSION AND WITHDRAWAL OF RFP:

6.15.7.1 Resubmission of RFP by the bidders for any number of times before the final date and time of submission is allowed.

6.15.7.2 Resubmission of RFP shall require uploading of all documents including price bid afresh.

- 6.15.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 6.15.7.4 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 6.15.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.
- 6.15.8 The details of the documents to be uploaded online are mentioned in **Clause 6.16.**

6.16 List of Documents in RFP Submission.

- 6.16.1 Cost of RFP Document
- 6.16.2 Earnest Money Deposit
- 6.16.3 Detailed proposal describing the mode of implementation of the project, category and number of manpower to be deployed in each district, state level. Equipments and facilities to be installed in the call centre, details of the web enabled software application, etc.
- 6.16.4 Covering letter as per Annexure I.
- 6.16.5 Power of Attorney for signing the proposal as per Annexure II.
- 6.16.6 Power of Attorney for signing by lead member of consortium as per **Annexure III. (Only in case of consortium).**
- 6.16.7 Affidavit as per Annexure IV.
- 6.16.8 Anti-collusion certificate as per Annexure V.
- 6.16.9 Project Undertaking as per Annexure VI.
- 6.16.10 Memorandum of Understanding as per **Annexure VII. (Only in case of consortium).**
- 6.16.11 Board resolution for Bidding entities as per **Annexure VIII.**
- 6.16.12 Undertaking for individual members as per **Annexure IX. (Only in case of consortium).**
- 6.16.13 Information regarding bidder as per Annexure X.
- 6.16.14 Details of eligible experience as per Annexure XI.
- 6.16.15 Agreement copy as per Annexure-XII
- 6.16.16 Bank Guarantee Format as per Annexure-XIII
- 6.16.17 Check list as per Annexure-XIV

- 6.16.18 Brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to financial and technical obligations.
- 6.16.19 Annual turnover statement for last three years certified by the auditor as per Annexure XV.
- 6.16.20 Proof of Pre-Qualification criteria Clause no.5.3.2 as per Annexure-XVI.
- 6.16.21 The documents such as work orders, performance reports, agreement from the user institutions proving that the bidder has experience in maintaining Biomedical Equipment at 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 or a total of 1000 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 (≥ 1 Crore).
- 6.16.22 Documents to prove that the bidder has a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the contract agreement.
- 6.16.23 The Bidder should have adequate skilled Biomedical engineering human resource to meet the work load. This may be expressed as minimum number of engineers per facility/zone/ district/state. An undertaking to this effect shall be furnished in the technical bid.
- 6.16.24 Undertaking to equip its trained Biomedical engineering human resources. The bidder must also undertake that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.
- 6.16.25 Notary attested documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.
- 6.16.26 Notarized audited copies of the Audited P& L Accounts, Audited Balance Sheet, annual report for the last three completed years certified by the auditors.
- 6.16.27 Notary attested copy of IT returns filed for the last three completed years.
- 6.16.28 List of hospitals / other institutes / states where Bio-medical equipment maintenance is done / doing by the bidder with year and period of contract, name/designation of the contact person, phone number/fax/email.
- 6.16.29 Copy of amendments if any duly signed in all pages by the bidder or the authorized signatory.
- 6.16.30 Price Bid (BOQ) as per the format available in e tender portal.
- 6.16.31 Copy of PAN Card
- 6.16.32 Copy of Original documents defining the constitution or legal status and place of registration.
- 6.16.33 Copy of GST Registration certificate

Note: No price information to be furnished in the Technical bid.

6.17 Opening of RFP

- 6.17.1 The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after evaluation / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified bidders from time to time.
- 6.17.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective bidders or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Bidders or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.17.3 In the event of the specified date for opening of RFP being declared holiday, the RFP shall be opened on-line on the next working day.
- 6.17.4 In the event of the RFP and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.17.5 The bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.
- 6.17.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and Technical Presentation by the bidders.

6.18 Evaluation of RFP

6.18.1 Bid Evaluation Committee:

- 6.18.1.1 The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.
- 6.18.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
- 6.18.1.3 The decisions of the Bid Evaluation Committee on whether the RFPs are responsive or non-responsive or requiring clarifications will be published.

6.18.2 Technical Evaluation:

- 6.18.2.1 The technical evaluation shall be conducted by a Committee called the 'Technical Committee' in which external experts from the User Institutions/funding agencies may also be present.
- 6.18.2.2 The composition of technical committee may vary with the type of expertise needed.

- 6.18.2.3 The decisions of the technical committee will also be published.
- 6.18.2.4 Bidders failing to meet pre-qualification criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.
- 6.18.2.5 Before the opening of the Price Bid, after the opening of Technical bid, the technical evaluation will be conducted.
- 6.18.2.6 Only those bidders who meet the pre-qualification criteria, technical evaluation and meet the conditions of the RFP are technically qualified.

6.19 Clarification of Bids

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

6.20 Price Bids

- 6.20.1 The Price bids (BOQ) of the short-listed technically qualified bidder(s) will be opened only after evaluation of Technical Bids and Technical Presentations.
- 6.20.2 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 6.20.3 Bidder shall download the available price bid format in e-tender portal, and quote the percentage in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The price bids which are blank shall not be considered and treated as non responsive.
- 6.20.4 The bidder shall quote the rate as a percentage of the total cost of equipment inventory for undertaking the biomedical equipment maintenance project across the state in accordance with the RFP conditions for a year. The quoted rate should be **inclusive of all taxes**.
- 6.20.5 **Fixed rate:** The percentage quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6.20.6 Sample price bid evaluation is given in **Appendix II**.

6.21 Award of Contract

- 6.21.1 **Criteria:-** The criteria for evaluation shall be the percentage offered. The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and price bids.
- 6.21.2 In the event that two or more Bidders quote the same percentage which results in a tie between such Bidder ("Tie Bidders"), the Authority shall award the contract in favour of the bidder having more average annual turnover during the last 3 financial years i.e. 2014-15 to 2016-17.

6.22 Notification of Award/Letter of Intent (LOI)

- 6.22.1 Before expiry of the RFP validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its RFP for Biomedical equipment maintenance, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like scope of work, terms & conditions and corresponding percentage accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 6.22.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within 10 days, failing which the EMD will be forfeited and the award will be cancelled.
- 6.22.3 The Notification of Award shall constitute the initiation of the Contract.

6.23 Signing of Contract

- 6.23.1 The successful bidder shall execute an agreement in the format as given under **Annexure XII** for providing the service during the contract period.
- 6.23.2 The successful bidder shall submit bank guarantee in the format as per **Annexure XIII** a performance security prescribed **under cl.6.24**.
- 6.23.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement **Annexure XII**) on Rs.100/- stamp paper purchased in the name of the

successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.23.4 **Assignment:-**The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.23.5 **Sub Contracts:-** The Successful bidder shall not sub-contract the entire project. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.23.6 **Amendments of contract:-** If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.23.6.1 Adding new scope of services,

6.23.6.2 Quality of service delivery

6.23.6.3 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.23.7 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

6.24 Performance Security

- 6.24.1.1 There will be a performance security deposit amounting to the total value as mentioned in **Section III** excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.
- 6.24.1.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
- 6.24.1.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Work Orders containing the terms and conditions and scope of work for the execution of the order.
- 6.24.1.4 Failure of the successful bidder in providing **performance security mentioned in Section III** and/or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
- 6.24.1.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
 - 6.24.1.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution and its validity must be up to 180 days after the date of completion of the contractual obligations.
 - 6.24.1.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.
 - 6.24.1.5.3 In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
 - 6.24.1.5.4 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
 - 6.24.1.5.5 The Bank Guarantee submitted in place of Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of RFPs.
 - 6.24.1.5.6 The validity of the performance security shall also have to be extended accordingly based on the extension of the contract period on a yearly basis.

6.25 Payment

- 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.
- 6.25.2 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.
- 6.25.3 The payment shall be made within 30 days of submission of all requisite documents completed in all respects as per the RFP Provisions.
- 6.25.4 The successful bidder shall not claim any interest on payments under the contract.
- 6.25.5 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 notified from time to time.

6.26 Intellectual Property Rights (IPR)

- 6.26.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 6.26.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.
- 6.26.3 The Successful bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Maintenance Contract (CMC).

6.27 Corrupt or Fraudulent Practices

- 6.27.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:
- 6.27.2 **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 6.27.3 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- 6.27.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.27.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority’s bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.28 Force Majeure

- 6.28.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting

Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

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

6.29 Resolution of Disputes

- 6.29.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 6.29.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority/User Institution or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 6.29.3 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or

difference shall be referred to the sole arbitration of Secretary to Health, Govt. of Odisha whose decision shall be final.

6.29.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhubaneswar, Odisha.

6.30 **Applicable Law & Jurisdiction of Courts**

6.30.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.30.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High court of Odisha.

6.31 **General/ Miscellaneous Clauses**

6.31.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Successful bidder/Service Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.31.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.31.3 The Successful bidder shall notify the Tender Inviting Authority/User Institution of any material change would impact on performance of its obligations under this Contract.

6.31.4 Each member/constituent of the Successful bidder(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

6.31.5 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / User Institution / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

6.31.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

6.32 Termination / Suspension of contract

- 6.32.1 The Tender Inviting Authority may, by a notice in writing suspend the agreement if the successful bidder fails to perform any of his obligations including carrying out the services, provided that such notice of suspension.
- 6.32.1.1 Shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 10 days after the receipt of such notice.
- 6.32.2 The Tender Inviting Authority after giving 15 days clear notice in writing expressing the intension of termination by stating the ground, may terminate the agreement after giving reasonable opportunity of being heard if so desired by the successful bidder.
- 6.32.2.1 If the successful bidder does not remedy a failure in the performance of his obligations within 10 days of receipt of notice or within such further period as the Tender Inviting Authority have subsequently approve in writing.
- 6.32.2.2 If the successful bidder becomes insolvent or bankrupt.
- 6.32.2.3 If, as a result of force majeure, successful bidder is unable to perform a material portion of the services for a period of not less than 30 days: or
- 6.32.2.4 If, in the judgment of the Tender Inviting Authority, the successful bidder is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.
- 6.32.2.5 If, the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **clause 6.29**
- 6.32.2.6 If, the bidder submits to the Tender Inviting Authority a statement which has a material effect on the rights, obligations, or interests of the Tender Inviting Authority / end user and which the bidder know to be false.
- 6.32.2.7 In the event of premature termination of the contract by the Tender Inviting Authority on the instances other than non-fulfillment / non-performance of the contractual obligation by the successful bidder, the balance remaining un-paid amount on account of services already rendered as on the day of termination shall be **released within six months from the date of such termination** after necessary deductions and adjusting dues, if any, as per the terms of the contract.

6.33 Exit Clause

- 6.33.1.1 At any point of time during the currency of contract, the Tender Inviting Authority can withdraw by giving a notice for a period of 90 days with valid reasons and un due payment shall be paid as per **clause 6.32.2.7**.
- 6.33.1.2 Similarly the bidder can withdraw by giving a notice for a period of 90 days (time to appoint another agency through tender process) with valid reasons and shall lead to forfeiting of performance security.

6.34 Saving Clause

- 6.34.1 In the absence of any specific provision in the agreement/ contract on any issue, the decision of the Tender Inviting Authority is final.

6.35 Penalties for non-performance

- 6.35.1 The penalties to be imposed, at any stage ,under this RFP are;
 - 6.35.1.1 forfeiture of EMD/performance security
 - 6.35.1.2 termination of the contract
 - 6.35.1.3 blacklisting/debarring of the bidder
- 6.35.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of RFPs in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.
- 6.35.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of RFP conditions specifically mentioned in the RFP document as that leading to forfeiture of EMD/ Performance Security or leading to black-listing/ debarring .
- 6.35.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of performance of services shall render the successful bidder liable to any or all of the following sanctions:
- 6.35.5 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipments from such bidders.
- 6.35.6 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this RFP. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority

APPENDIX: I

Inventory details

Sl. No.	District	Inventory Value of all Institutions in the District (Rs. in Crores)
1	ANGUL	3.07
2	BALASORE	3.60
3	BARGARH	3.72
4	BHADRAK	4.58
5	BOLANGIR	4.20
6	BOUDH	1.44
7	CUTTACK	2.25
8	DEOGARH	1.87
9	DHENKANAL	3.76
10	GAJAPATI	1.50
11	GANJAM	1.95
12	JAGATSINGHPUR	1.37
13	JAJPUR	1.48
14	JHARSUGUDA	2.59
15	KALAHANDI	7.38
16	KANDHAMAL	3.09
17	KENDRAPARA	2.28
18	KEONJHAR	1.47
19	KHURDA	1.57
20	KORAPUT	6.51
21	MALKANGIRI	4.70
22	MAYURBHANJ	5.62
23	NAWARANGPUR	3.16
24	NAYAGARH	2.38
25	NUAPADA	2.45
26	PURI	5.86
27	RAYAGADA	4.98
28	SAMBALPUR	2.07

Sl. No.	District	Inventory Value of all Institutions in the District (Rs. in Crores)
29	SONEPUR	2.23
30	SUNDERGARGH	5.59
31	CAPITAL HOSPITAL, Bhubaneswar	8.36
32	RGH, Rourkela	1.40
33	SCB Medical College & Hospital, Cuttack	88.57
34	MKCG Medical College & Hospital, Berhampur	21.75
35	VIMS&R Medical College & Hospital, Burla	21.61
36	AHRCC, Cuttack	2.37
37	SCB Dental College & Hospital, Cuttack	1.44
38	SVPPGIP, Cuttack	4.50
39	SCB Mental College & Hospital, Cuttack	Successful bidder after finalization of RFP shall be responsible for mapping the data and valuation of the inventory with reference to value mentioned in other institutions.
40	REGIONALSPINE CENTER, Cuttack	-Do-

The inventory with complete equipment details (Institution-wise) and District wise total numbers & detailed names of Govt. healthcare institutions to be covered under this RFP can be obtained from the website www.osmcl.nic.in

PRICE SCHEDULE

Price bid format is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://tendersodisha.gov.in> (under the respective bid reference No.)

PRICE BID (in the excel Format) has to be submitted **online only**. The **price bid format (excel sheet available in e-Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e-Tender portal** by the bidder and quote the **percentage in the respective field before uploading it**. The Price bids submitted in any other formats will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

Important Notes:

1. **Rate shall be quoted as Percentage of the total asset value of Medical equipment inventory as available in Appendix-I or at www.osmcl.nic.in for the purpose of financial evaluation.**
2. **A sample format of price evaluation is mentioned below for reference.**

ODISHA STATE MEDICAL CORPORATION LIMITED

SAMPLE PRICE EVALUATION

Description	Firm I	Firm II	Firm III	Firm IV
Rates as percentage of the equipment inventory for the maintenance of biomedical equipments as per the RFP conditions for one year	3%	4%	3.5%	2.99%
Status	L2	L4	L3	L1

GOVT. ORDER FOR CONDEMNATION



Government of Odisha
Health & Family Welfare Department

No. 5038 /H., Dated 12-2-13
Sch-I-Med-344/12

19/2/13

From

Sri Sibabrata Dash, IAS,
Additional Secretary to Government.

To

The Director, Health Services, Odisha
The Director, Medical Education & Training, Odisha
The Director, Family Welfare, Odisha
The Director, State Institute Health & Family Welfare, Odisha
The Director, AYUSH, Odisha
The Drugs Controller, Odisha

*12/2/13
SKT. SEAMC*

Sub: Condemnation of old, unused and unserviceable instrument & equipments lying idle in different Health Institutions in the State.

Ref: This Department letter No.14445/H., dt.19.04.1999.

Madam/Sir,

With reference to the above cited subject and letter under reference, I am directed to say that Government have been pleased to revise the guidelines and financial limits of different controlling officers in condemning old, unused and unserviceable instrument & equipments lying idle in different Health Institutions in the State.

You are, therefore, requested, please adhere to the procedure laid down in the proceeding of meeting held on 26.11.2012 (copy enclosed) while condemning the unused items narrated above observing due financial propriety as enumerated in rule 95 to rule 125 of OGFR-Vol-I.

Handed over to

Yours faithfully,

S. D.
Additional Secretary to Govt.

*Handed over to
A copy given
may be cancelled
on my late Personal
Signature 2 yr. Signature*

Memo No. 5039 /H., Dt. 12-2-13

Copy along with proceeding of the meeting held on 26.11.2012 is forwarded to Joint Director, State Drug Management Unit, Odisha, Bhubaneswar for information and necessary action.

S. D.
Additional Secretary to Govt.

*D43960
12/2/13*

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**PROCEEDING OF THE MEETING REGARDING FORMULATION OF GUIDELINES
FOR CONDEMNATION OF OLD, UNUSED AND UNSERVICEABLE INSTRUMENT
& EQUIPMENTS IN DIFFERENT HEALTH INSTITUTIONS HELD ON 26.11.2012.**

Addl. Secretary to Govt. in Health & F.W. Deptt. Chaired the meeting. Proceeding of the meeting last held on 26.07.2012 to formulate a revised guideline for condemnation of old, unused and un-serviceable equipment and instrument formed the basis of discussion. The members present in the meeting are at Annexure-I.

The committee reviewed in detail the guidelines communicated vide Govt. Letter No. 1445/H, dated 19.4.1999 for condemnation of unused and un-serviceable equipment/instruments lying in different DHHs/SDHs/CHCs/PHCs and other hospitals. Recently, the financial competency of different controlling officers under Rule-10, Rule-12, Rule-13 has been enhanced by Finance Deptt. vide FDOM. No.4939/F dt.13.02.2012, No.22393/F, dt.08.06.2012, No.25893/F, dt.12.07.2012, No.28648/F, dt.06.08.2012 respectively.

The committee after careful consideration unanimously agreed to recommend following changes in the existing govt. guideline to make it operational in the present context.

1. District Committee

- The CDMO of the Dist. : Chairman.
- The ADMO (Medical) of the Dist. : for DHH : Member Convener
- The ADMO (PH) of the Dist.: for peripheral Institutions : Member Convener
- Representative of the Dist. Collector : Member
- Senior most Specialists of the concerned Disciplines (in case of DHH) : Member
- Concerned Medical Officer I/c Of CHCs/PHCs/SDH/Area Hospitals : Member
- Internal audit officer(IAO) of Health & Family Welfare Deptt. working in the district. : Member
- Bio-medical Engineer under SEMU : Member

2. Committee for Govt. Medical Colleges

- The Principal of concerned Medical College : Chairman.
- The Suptd. Of concerned MCH : Member Convener
- HOD of the concerned Department : Member
- The Accounts Officer of concerned MCH : Member
- Representative of the Dist. Collector : Member
- Internal audit officer(IAO) of Health & Family Welfare Deptt. working in the district. : Member
- Bio-medical Engineer under SEMU : Member

(Contd.)

3. Unserviceable equipment, where the purchase price is Rs.5.00 lakh or less per unit may be condemned by the concerned CDMO of the District on recommendation of the committee.
4. Unserviceable equipment, where the purchase price is Rs.5.00 lakh to Rs.5.00 crore per unit may be condemned by the DHS (O) the Dist. Committee for peripheral health institutions. Similarly, by DMET (O) on the recommendation of Committee for Govt. Medical Colleges.
5. Unserviceable equipment, where the purchase price is more than Rs.5.00 crore per unit may be condemned with approval of Govt. in H & FW Deptt. Necessary proposal with recommendation of the Dist. Committee for peripheral health institutions is to be forwarded by D.H.S (O). Similarly, for Medical Colleges, proposal with recommendation is to be moved by DMET (O).

Equipment which are considered to be condemned, a certificate shall be obtained by the Head of institution from the supplying firm / Authorized service engineer of the firm to the effect that, the equipment is out of order and not repairable or the cost of repair would be uneconomical (Repair cost will be more than 50% of purchase price). In case the firm does not respond such certificate may be obtained from the Biomedical Engineer. The list of equipment to be condemned along with the above certificate will be presented before the committee by the member convener.

6. Equipment lying unserviceable for a long period, particularly purchases before the year of 2000 shall be considered for condemnation in the first instance.

(Note: Unused should not be mis-conceived as unserviceable.)

7. Materials other than instruments and equipment such as furniture's, fixtures etc. shall be condemned only after recording a certificate by the heads of the institution that the items are not reparable and if repair is undertaken, the cost of the repair shall be more that 50% of the purchase price of the materials.
8. The committee shall recommend condemnation of the instruments, equipment, furniture's and fixtures etc. and refer the case in the following manner:
 - a) Periphery health institutions to DHS(O)
 - b) Medical Colleges to DMET(O) and

c) Purchase amount exceeding Rs.5.00 crore, DHS (O)/DMET(O) to Govt.

The committee shall also decide the offset price of each item before going for condemnation auction observing all financial propriety under Rule-103, 106, 108, 111, 112, 113 & Rule-117 of OGFR, Vol.-I.

9) The sale proceeds is to be deposited in the appropriate receipt Head of account of Govt.

**FORMAT FOR PROPOSAL SUBMISSION
COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letter head of the Bidder or Lead Member in case of a Consortium)
(To be submitted in Technical Bid Envelop)

Mr. /Ms _____

Phone: Fax: _____

Email: _____

Date: _____

Subject: Proposal to provide 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all institutions in the state of Odisha that would be accessible through a 24-hour toll free number (Centralized Call Center).

Dear Sir/Madam,

With reference to your Bid Reference No. _____ dated _____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder for the aforesaid Project, and we certify that all information provided there in is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid Project.

I/ We shall make available to the Authority any additional information which may found to be necessary or required to supplement or authenticate the Proposal.

I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We certify that, we/ any of the Consortium Members or our/their associates have not been barred by the Government of Odisha, any other State Government or Government of India from participating in any project.

I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.

I/ We believe that we/ our consortium satisfy(s) the Financial criteria and meet(s) the requirements as specified in the RFP document.

I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.

I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

I/ We further certify that neither our company nor CEO or any of our Directors are not convicted by any regulatory authority / competent court.

I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

In the event of myself/ ourselves being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.

I/We certify that no content of the formats/ Annexure indicated in this RFP have been changed nor any additions done other than which are asked for by Tender Inviting authority and declare that all the information provided are to the best of our knowledge and true. I/We understand that all vital points needing clarification, offers, obligations and the changes in terms & conditions relating to this RFP based on pre-proposal clarifications has been taken care of and we do agree to the amendments made in the pre-proposal meeting.

I/ We agree and undertake to abide by all the terms and conditions of the RFP document along with each and every point mentioned in the RFP formats/ Annexures and the offer I/we give after finalization of this RFP if selected.

I/We agree and understand that this tender is subject to the provisions of the RFP Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our RFP is not opened or rejected.

I/We shall keep this offer valid for 180 (one hundred and eighty days) from the date of price bid opening as specified in the RFP.

I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the RFP, have been given or received in connection with the procurement process or contract execution.

In witness thereof, I/we submit this RFP under and in accordance with the terms of the RFP document.

Date:

Place:

Yours faithfully,

(Signature of the Authorised signatory)

(Name & Designation of the Authorised signatory)

Name & Seal of the Bidder/ Lead Member

N.B: If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)
POWER OF ATTORNEY

(To be submitted in Technical Bid Envelop)

Know all men by these present, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____

as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, __ _____ and _____ (please state the name and address of the members of the consortium) for “providing 24 x 7 Maintenance Services through Service Provider across all institutions in Odisha that would be accessible through a 24-hour toll free number.” (the “Project”), including signing and submission of all documents and providing information / responses to Department of Health & Family Welfare, Government of Odisha, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till _____, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier.

(Name, Title and Address of
the authorized representative)

For _____(Signature)

Accept _____(Signature)

Notes:

1. To be executed by the single entity or the Lead Member in case of a consortium.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney the delegation of power hereunder on behalf of the executant(s).
4. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

**POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
POWER OF ATTORNEY**

(On Non – judicial stamp paper of Rs.100/-, duly attested by notary public)

(To be submitted in Technical Bid Envelop)

Whereas the Department of Health & Family Welfare, Government of Odisha (the Authority) has invited bids from interested parties for “providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all Government healthcare institutions in Odisha that would be accessible through a 24-hour toll free number” for a specified Agreement Period.

Whereas, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSET THAT:

We, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) do hereby designate M/s _____ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the consortium, to do on behalf of the consortium, all or any of the acts, deed or things necessary or incidental to the consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the consortium in all its dealings with the Authority, or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and to all acts, deeds and things done by our aforesaid attorney.

Dated this _____ day of _____ 201____.

[Executant (s)](To be executed by all the members in the Consortium) Note:-

- 1.
- 2.
- 3.

NOTE

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

AFFIDAVIT (NON-CONVICTION)

(To be furnished by the Bidder In case of consortium to be given separately by each member)
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

(To be submitted in Technical Bid Envelop)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that Company/Society/Trust/Partnership Firm M/s_____its directors/President/Chairperson/Trustee have not abandoned any work for the Government of Odisha or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that Company/Society/Trust/ Partnership Firm M/s_____its directors/ President/Chairperson/Trustee have not been debarred/blacklisted by Government of Odisha, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our Company/Society/Trust/ Partnership Firm..... has not been punished for any offence and
 - b) The Director/President/Chairman/Trustee of our Company / Society/Trust/Partnership Firm.....have/has not been convicted of any offence by any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of Odisha, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health & Family Welfare, Government of Odisha.

Signed by an authorized Officer of the Company/Society/Trust/ Partnership Firm

Title of Officer

Name of Company/Society/Trust/ Partnership Firm Date

ANTI-COLLUSION CERTIFICATE

(On the letter head of the single entity / each members of consortium)

(To be submitted in Technical Bid Envelop)

1. I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.
2. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of201_.

Name of the Bidder.

Signature of the Authorized Representative

Name of the Authorized Representative

Note: To be executed by the each member, in case of a Consortium

PROJECT UNDERTAKING

(On the Letter head of the single entity/ Lead Member)

(To be submitted in Technical Bid Envelop)

Date

To,

Phone: _____

Fax: _____

Email: _____

Date: _____

Subject: Proposal providing 24 x 7 Maintenance Services through Service Provider across all Government Healthcare institutions in Odisha that would be accessible through a 24-hour toll free number.

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the Department of Health & Family Welfare, Government of Odisha.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this.....Day of201_.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

Note: To be signed by the Authorized Representative of the Lead Member, in case of a consortium, authorized to submit the bid.

MEMORANDUM OF UNDERSTANDING (MoU) FOR CONSORTIUM

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by notary public)

(To be submitted in Technical Bid Envelop)

This Memorandum of Understanding (MoU) entered into this day of 201_ at _____

Among ____ (hereinafter referred as " ____") and having office at (Insert: Address), India
Party of the First Part

And

_____ (hereinafter referred as " ____") and having office at (Insert : Address),
India Party of the Second Part

And

_____ (hereinafter referred as " ____") and having office at (Insert : Address),
India Party of the Third Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the Odisha State Medical Corporation Ltd under the Department of Health & Family Welfare, Government of Odisha, has invited Qualification Proposal and Financial Proposal from entities interested in "Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all Government Healthcare institutions in Odisha that would be accessible through a 24-hour toll free number (Centralized Call Center) called the "Project" for a specified time period.

AND WHEREAS the Parties have had discussions for formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a. Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
 - b. Party of the Second Part shall be the _____.
 - c. Party of the Third Part shall be the _____.

3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. That this MoU shall be governed in accordance with the laws of India and courts in (Insert Name of City) shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name)

(Designation) (Address)

Witness:

(Party of the second part)

(Party of the third part)

Note:

1. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

BOARD RESOLUTIONS FOR BIDDING ENTITIES
(To be submitted in Technical Bid Envelop)

(Format for Lead Member)

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____, _____ and _____ (name and address of the consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of Odisha for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all Government Healthcare institutions in Odisha that would be accessible through a 24-hour toll free number (Centralized Call Center)” called the “Project”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member .”

(Format for Members)

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____ and _____ (name and address of the Consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of Odisha for the Project”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of _____ to act as the Lead Member.

UNDERTAKING FOR INDIVIDUAL MEMBERS

(On the Letter head of the Legal Entity)

(To be submitted in Technical Bid Envelop)**(Format for Lead Member)**

I/We hereby agree to join the consortium with, _____ and (name and address of the consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of Odisha for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all Government Healthcare institutions in Odisha that would be accessible through a 24-hour toll free number (Centralized Call Center)” called the “Project”.

I /We also approve the Memorandum of Understanding (“MoU”) to be entered into with the consortium partners.

I/We also authorize Mr. (name), (designation) to enter into an MoU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of the Company as “Lead Member .”

(Format for Members)

I/We _____ hereby agree to join the consortium with _____, _____ and (name and address of the consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of Odisha for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all Government Healthcare institutions in Odisha that would be accessible through a 24-hour toll free number (Centralized Call Center)”, called the “Project”.

I /We also approve the Memorandum of Understanding (“MoU”) to be entered into with the consortium partners.

I/We also authorize Mr. _____ (name), _____ (designation) to enter into an MoU with the consortium members and execute a Power of Attorney in favour of _____ to act as the Lead Member”

Each member of the consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.

INFORMATION REGARDING BIDDER
(To be submitted in Technical Bid Envelop)

Details of the Bidder

Note: Details to be provided for the Bidder / Lead Member / each member of consortium (in case of consortium)

Details of Organisation	
Name of Organisation	
Type Legal Entity	
Year of Incorporation/ registration	
Name of the Authority/Jurisdiction under which the Legal entity is incorporated or registered.	
Statute Legislation under which the Legal entity is incorporated/registered	
Registration Number	Note 1
Registered Address	
Correspondence Address & Head Office	
Does Memorandum of Association/Trust Deed/Articles of Association permit the organization to carry out the business of Medical Equipment Maintenance	Note 2
Number of years of operation in Medical Equipment Maintenance	
Relevant Qualification Details Years wise and State Wise/Hospital wise.	Note 3
1. State wise/ Hospital wise	
Name of the State / Province/ Hospitals where Medical Equipment Maintenance services are operational	
Years of experience in Medical Equipment operations in the State/ Hospitals.	
Current areas of operation – specify (Names of the Districts/ Hospitals).	
Number of Service Centres	Note 4
Number of Hospital Contracts	
Number and type of equipment repaired through Service Centres	
Number of Centralized Call centers (CCCs) / call centre operated.	
Location and address of the CCC/Call Centre.	
Average volume of daily calls received per CCC / call	Note 5
Certificate of Satisfactory Performance	Note 6

Bank Details of the bidder [The bidder have to furnish the bank details as mentioned below for return of EMD as well as payment for service (if selected)]	
a) Name of Bank:	
b) Full Address of Bank:	
c) Account No. of Bidder:	
d) Name (as mentioned in account):	
e) IFSC Code of Bank:	

The Bidder should provide details of experience of only those Projects of “providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all Government Healthcare institutions in Odisha that would be accessible through a 24-hour toll free number (Centralized Call Centre).” which is undertaken by it under its own name / under the names of the consortium members. Experience of the Associate of the Bidder/ Consortium members will also be considered for eligibility under the Experience criteria.

Note 1

Please enclose Registration / Incorporation Certificates

Note 2

Please enclose Memorandum & Articles of Association, Byelaws or Trust Deed of other relevant charter documents.

Note 3

In case of International experience, country wise details should be provided.

The information shall be provided for each of the Financial Year. The Financial Year shall mean the accounting year followed by the Bidder in course of its normal business.

Note 4

Provide certificate from the Government Authority or Statutory Auditor towards Operational Services of the Medical Equipment supported by a Centralized Call Centre (CCC).

Certificate from the Government Authority / Statutory Auditor regarding Qualification experience			
This is to certify that..... (name of the Bidder/Member/Associate) has been operating Medical Equipment Maintenance Services supported by a Centralized call Centre in the State of _____ for the past __ financial years as per year-wise details noted below:			
	Year 1	Year 2	Year 3
Number of Clients			
Number of Call, Bidders at the CCC / Call centre.			
Signature of Authorized Representative			

Note 5

The Bidder shall provide documentary evidence showing successful operations of CCC/call centre like computer generated call logs, etc.

Note 6

The Bidder shall provide performance certificate from the relevant Government Authority from the State/Country in which the Services as desired in Bid document are operational.

**DETAILS OF PAST EXPERIENCE OF BIDDER AND PROOF OF PRE-QUALIFICATION
CRITERIA AS PER CLAUSE NO. 5.3.2
(To be submitted in Technical Bid Envelop)**

The Bidder should provide the experience details of services provided at each location / State / country / undertaken. The experience of the single entity's associate or consortium member's associates (who are not members of the consortium) will also be considered.

In case the Bidder is a consortium, the above information should be provided for each member and their associate (for whom the experience is claimed). In role of member specify whether single entity, or in case of consortium specify whether Lead Member.

A) Brief description of projects executed:

In order to prove the pre-qualification criteria 5.3.2, documents are submitted to substantiate the following experience. (Please (√) the relevant box).

1. Experience in maintaining Biomedical Equipment at a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds
2. Experience in maintaining Biomedical Equipment at a minimum of 2 hospitals (including public/private) with each hospital having a minimum of 500 beds
3. Experience in maintaining Biomedical Equipment at a minimum of 2 hospitals (including public/private) with total of minimum 1000 beds

S/n	# Name of hospital with address	Hospital Bed strength	Name / type of equipment under maintenance	Period of contract	Name of contact person in hospital with mobile number

4. Experience in having 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 (≥ 1 Crore).

S/n	# Name of Project	Name of Organization	Year of Award of Contract	Project Value

(# Note: Furnish the contract or work order of assignments as mentioned above)

B) Details of the projects executed (Project wise):

Name of the Entity Providing Support				
Location (Country/ State/ districts)		Number of Staff by Category		
		Biomedical Equipment Maintenance Operation	Call Centre Operation	Others (specify)
Duration of Medical Equipment Maintenance Operation		Profile of staff: Summary of key staff (degree /diploma/ITI/MBA certificates with specific reference to the project, training, number of years in employment, total relevant experience as a paramedic/ call centre employee.)		
Start Date	Completion date	Name of associates, Consortium members (if any):		
Details of government organization, funding organization or contracting agency for Medical Equipment Maintenance services:				
Name of Senior staff (Project Director, Project Manager) involved and functions performed:				
Narrative description of project and the outcome: (Including number of equipment repaired per annum on an average)				
Brief description of the actual services provided:				
Service Centre Details: <ul style="list-style-type: none"> Number and description: 				
Repair workshop details:				
Spare part store details (if any)				

AGREEMENT
(To be submitted in Technical Bid Envelop)

THIS AGREEMENT made on the..... Day of 20..... between Odisha State Medical Corporation Limited, Bhubaneswar represented by the Managing Director..... (Hereinafter “the **Client**”) of one part and (Name and Address of Service Provider)(Hereinafter “the **Service Provider**”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the other part:

WHEREAS the **Client** has invited RFPs for providing Biomedical equipment maintenance in all public healthcare delivery institutions down to the level of Public Health Centre under the H & FW Department of Government of Odisha supported by 24x7 call centre vide tender nodated

The contractor has inspected the hospitals, locations and has satisfied himself by careful examination before submitting his RFP as to the nature of the site and local conditions, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the RFP documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making the RFP and has submitted technical and price bids as required by the RFP.

The RFP documents including the purchaser’s Tender Inviting notices, Specific conditions of the contract, general conditions of the contract, all appendix, all annexure, amendments, Scope of the work, time schedule for completion of work. Letter of Acceptance of RFP and any statement of agreed variations with its enclosures copies of which are here to annexed from part of this contract through separately set out herein and are included in the expression contract wherever herein used and no contents whatsoever has been changed.

AND WHEREAS

The **Client** has finalized the RFP in favour of the **Service Provider** for the Biomedical equipment maintenance in all public healthcare delivery institutions down to the level of Public Health Centre under the H & FW Department of Government of Odisha supported by 24x7 call centre for a total cost of Rs. (Contract Price in Words and Figures) (here in after “the Contract Price”) and issued Letter of Intent / work Order No.Dated

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 RFP document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a. all the documents submitted by the bidder as part of technical bid and price bid;
 - b. the Detailed Terms & Conditions and other Scope of Services;
 - c. the clarifications and amendments issued / received as part of the RFP document
 - d. the General Conditions of Contract;
 - e. the Specific Conditions of Contract;
 - f. Appendix and Annexure; and
 - g. the **Client**’s Letter of Intent

3. The Service Provider hereby agrees to provide services as per the terms and conditions stipulated in the RFP.
4. In consideration of the payment to be made to the contract for the work to be executed by him, the Service Provider hereby covenant with the client that the Service Provider shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
5. In consideration of the due provisions execution of the said work, the Purchaser does hereby agree with the Service Provider that the Purchaser will pay to Service Provider the respective amounts for the work actually done by him and approved by the Purchaser at the schedule or rates and such other sum payable to the Service Provider under provision of the contract, such payment to be made at such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the Client and the Service Provider that the Service Provider shall have no right, title or interest in the site made available by the purchaser for the execution of the works or any assets in the building, structures or works executed on the said site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the Purchaser shall have an absolute and unfettered right to take full possession of site and to remove the Service Provider, their servants, staff, agents and materials belonging to the Service Provider and lying on the site.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SERVICE PROVIDER ARE:

Sl. No.	Brief Description of goods / services	Total Amount	Service / Sales Tax & other Taxes Payable
1	2	3	4

Delivery Schedule:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered for and on behalf of Client

Signed, Sealed and Delivered for and on behalf of Service Provider

Managing Director
OSMCL
Official Address

(Service Provider)

In the presence of :

1. (Signature, Name and Address of witness)(Signature, Name and Address of witness)
2. (Signature, Name and Address of witness)(Signature, Name and Address of witness)

In the presence of :

BANK GUARANTEE FORM
(To be submitted in Technical Bid Envelop)

To
The Odisha State Medical Corporation Limited
(Address)

WHEREAS _____ (Name and address of the service provider) (Hereinafter called "the service provider") has undertaken, in pursuance of Tender / Contract / Bid Reference no _____ dated _____ (herein after called "the contract") to provide The Odisha State Medical Corporation Limited, Bhubaneswar-751007 with **Biomedical Equipment Maintenance Service in the State of Odisha**.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider 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 service provider before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the service provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

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

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service provider(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Odisha State Medical Corporation Limited.

This Guarantee will remain in force up to (Date) unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

CHECK LIST**(To be submitted in Technical Bid Envelop)**

Name of the Bidder:			
Sl. No	Item	Whether included Yes / No	Page No.
1	Check list as per Annexure XIV.		
2	Bid Document Cost (in D.D)		
3	E.M.D Cost (in D.D)		
4	Detailed proposal describing the mode of implementation of the project, category and number of manpower to be deployed in each district, state level. Equipments and facilities to be installed in the call centre, details of the web enabled software application, etc.		
5	Covering letter as per Annexure I.		
6	Power of Attorney for signing the proposal as per Annexure II.		
7	Power of Attorney for signing for lead member of consortium as per Annexure III. (Only in case of consortium).		
8	Affidavit as per Annexure IV		
9	Anti-collusion certificate as per Annexure V		
10	Project Undertaking as per Annexure VI		
11	Memorandum of Understanding (MoU) for Consortium as per Annexure VII. (Only in case of consortium)		
12	Board resolution for Bidding entities as per Annexure VIII		
13	Undertaking for individual members as per Annexure IX. (Only in case of consortium)		
14	Information regarding bidder as per Annexure X		
15	Details of past experience of bidder and proof of pre-qualification criteria as per clause no-5.2.3 as per Annexure XI		
16	Agreement copy as per Annexure XII		
17	Bank Guarantee Form as per Annexure-XIII		
18	Brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to financial and technical obligations		

19	The documents such as work orders, performance reports, agreement from the user institutions proving that the bidder has experience in maintaining Biomedical Equipment at 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 or a total of 1000 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 (≥ 1 Crore).		
20	List of hospitals / other institutes / states where Bio-medical equipment maintenance is done / ongoing by the bidder with year and period of contract, name/designation of the contact person, phone number/fax/email.		
21	Notary Attested registration documents proving the registration of the place of business and showing the details of partners / promoters / board of directors etc. (as applicable for the type of firm it is registered.) a. Memorandum of Association and Articles of Association / Incorporation Certificate. b. Proprietary Registration Certificate c. Partnership deed. d. Society Registration Certificate.		
22	Annual Report, Audited Balance sheet, Audited P&L Statement for Financial year 2014-15, 2015-16 & 2016-17.		
23	Notarized IT Returns for the Assessment Year – 2014-15, 2015-16 & 2016-17		
24	Annual turnover Statement for last three years certified by the auditor as per Annexure XV		
25	Implementation plan for this project as per Annexure XVI		
26	Copy of Amendment published (if any) signed by the bidder or the authorized signatory.		
27	Copy Of PAN Card		
28	Copy of Original documents defining the constitution or legal status and place of registration		
29	Copy of GST Registration Certificate		

ANNUAL TURN OVER STATEMENT

(To be submitted in Technical Bid Envelop)

The Annual Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover (Rs. in Lakh)
1	2014 – 15	
2	2015 – 16	
3	2016 – 17	
Total		,
Average Annual Turnover		

Date:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

Membership No.-

Seal:

Note: The turnover statement should also be supported by copies of Audited Annual Statement. Of the last Three (03) Financial years / Annual Report & the turnover figure should be high-lighted there.

IMPLEMENTATION PLAN FOR THIS PROJECT

(To be submitted in Technical Bid Envelop)

A) Detail implementation strategy for this project:

(Please highlight regarding how the project shall be implemented in terms of mapping, manpower, zone wise service centre, time line and the operation modality etc.)

B) Details of Zone wise Service Centre proposed:

(Please mention the number of zones, the Name of zonal Head Quarter (City/Town) as well as Complete Service Centre details etc.)

C) Details of Call Centre Approach:

(Please highlight regarding the Call Centre establishment and the call centre software)