



## **Odisha State Medical Corporation Limited**

*(A Government of Odisha Enterprise)*

**Website: <https://osmcl.odisha.gov.in>,**

**Email: [proc.osmcl.od@od.gov.in](mailto:proc.osmcl.od@od.gov.in)**

**Bid Reference No. OSMCL/2026-27/Re-tender\_BEMP/01**

### **Re-TENDER DOCUMENT**

**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**

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**Odisha State Medical Corporation Limited**  
**In front of Ram Mandir, Convent Square, Unit – III,**  
**Bhubaneswar -751 007**

Tel.: (0674) 2380660 Website: <https://osmcl.odisha.gov.in>,  
Email: [proc.osmcl.od@od.gov.in](mailto:proc.osmcl.od@od.gov.in)

**NOTICE INVITING BID**

**Notification No. 5484 /OSMCL/2026**

**Dt.: 11.06.2026**

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

Sl.	Bid Reference No.	Item Name	Bid Document Cost inclusive of GST
1	<b>OSMCL/2026-27/ Re-tender_BEMP/01</b>	Re-tender for Selection of Service Provider for Biomedical Equipment Maintenance Service in the State of Odisha	<b>Rs 5,900/-</b>

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>11/06/2026, 10.30 AM</b>	
2.	Date & time of Pre-bid meeting	<b>18/06/2026, 11.30 AM</b> <b>Venue</b> : 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
		<b>25/06/2026, 3 PM</b>	<b>15/07/2026, 5 PM</b>
4.	Date & time of online Technical bid opening	<b>20/07/2026, 3 PM</b>	
5.	Date of opening of Price Bid	To be informed to the qualified bidders	

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

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

Copy submitted to:

1. Commissioner Cum Secretary to Government, H & FW Dept. (O) for kind information.
2. MD, NHM (O) for kind information.
3. DHS (O)/ DMET (O)/ DPH (O)/ DFW (O) for information.
4. The State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar for information.
5. The Chief Manager (Technical), State Procurement Cell, NirmanSaudh, Bhubaneswar.

**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 'Bid Document' contains the following:
- Section I: Instruction to bidders
  - Section II: General Definitions
  - Section III: Bid Schedule
  - Section IV: Details of BID
  - Section V: Specific Conditions of Contract
  - Section VI: General Conditions of Contract
  - APPENDIXS- Formats for bidder for Submission of Bid (Technical Bid)
- 1.4 The bid documents 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 Bid documents only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the **Bid 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: <https://tendersodisha.gov.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 BID:

The bidder can download the bid 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 BID:

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

### 1.5.5 PREPARATION OF BID

The detail guideline for preparation of bid is mentioned at General condition of Contract- Section VII (**Clause 6.4 – 6.7 & 6.17**)

**1.5.6 PAYMENT OF EMD AND COST OF BID DOCUMENTS:**

The detail guideline for payment of EMD & Cost of Bid Documents is mentioned at General Condition of contract- Section VII (**Clause 6.5 - 6.7**)

**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 VII (**Clause 6.16 - 6.17**)

## 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/Bids 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 Bid, the period being decided on the basis of number of violations in the Bid's conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.
- 2.5 "*Bid*" 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.
- 2.7 "*Bidder*" means the Sole Individual (Company/Society/Trust) 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 The rate contractors can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with OSMCL.
- 2.20 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

## **2.21 Brief Description of the tender process**

- 2.21.1 Bidder shall download the Bid documents from the e-tender portal <https://osmcl.odisha.gov.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 6.17 & Appendix XX**.
- 2.21.2 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.
- 2.21.3 The contact details of the Tender Inviting Authority are as follows:

**The Managing Director  
Odisha State Medical Corporation Limited,  
Infront of Ram Mandir, Unit-III  
Convent Square, Bhubaneswar-751007, Odisha  
Email: [proc.osmcl.od@od.gov.in](mailto:proc.osmcl.od@od.gov.in)  
Website: <https://osmcl.odisha.gov.in>**

**SECTION III**  
**BID SCHEDULE**

**3.1. Bid Details**

1.	Bid Reference No.	<b>OSMCL/2026-27/Retender_BEMP/01</b>
2.	Validity of bid	Bids should be valid for a minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation/ finalization of rate contract.
3.	Exemptions to local MSEs	As per the NOTIFICATION No. 1452/MSME, Bhubaneswar dated. 01-03-2024, from Micro and Small Manufacturing Enterprises Department of Govt. of Odisha, only the Micro and Small Manufacturing Enterprises of Odisha (a.k.a Local MSEs) registered in Odisha with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC shall be exempted from submission of the below mentioned, subject to submission of the valid registration certificate from the concerned authority.
4.	Cost of Bid Document	a) Local MSEs of Odisha: Exempted b) Others: <b>Rs.5,900/- (including GST)</b> in shape of Account Payee demand Draft only, from any nationalized/scheduled bank in India, drawn in favour of Managing Director, Odisha State Medical Corporation Ltd., payable at Bhubaneswar.
5.	Earnest Money Deposit	a) Local MSEs of Odisha: Exempted b) Others: <b>Rs. 1 Crore</b> Note- The EMD may be furnished in the shape of DD/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(s) it must be submitted in required format at <b>Appendix XV</b> from Structured Financial Messaging System (SFMC) enabled Bank, which is / are to be valid <b>dt.31.03.2027</b>
6.	Contract period	5 years subject to annual performance review, renewable every year.
7.	Performance Security	5% of the contract price per year (for successful bidders) which will be submitted afresh/revalidated at the time of renewal of the contract for each year.
8.	Validity of Performance Security	Up to 180 days after the date of completion of the contractual obligations including the contract period.

### 3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	<b>11/06/2026, 10.30 AM</b>	
2.	Date & time of Pre-bid meeting	<b>18/06/2026, 11.30 AM</b> <b>Venue :</b> 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
		<b>25/06/2026, 3 PM</b>	<b>15/07/2026, 5 PM</b>
4.	Date & time of online Technical bid opening	<b>20/07/2026, 3 PM</b>	
5.	Date of opening of Price Bid	To be informed to the qualified bidders	

**SECTION IV  
DETAILS OF BID**

**4.1 Item(s) tendered:**

<b>Sl.No.</b>	<b>Description</b>
1.	<b>Re-TENDER FOR SELECTION OF SERVICE PROVIDER FOR BIOMEDICAL EQUIPMENT MAINTENANCE SERVICE IN THE STATE OF ODISHA</b>

**4.2 Inventory details:**

The detailed inventory of equipment is contained in Appendix II.

**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 Eligibility Criteria:**

- i. The Bidder shall be a sole Bidder (**Company/Society/Trust**) to implement the Project.
- ii. The Bidder cannot be an individual or group of individuals. The Bidder should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. The bidder may also be a Government Enterprise which provides engineering and/or health services.
- iii. The bidder should have successfully completed **at least one project (for a period not less than 5 years in continuation till the date of opening of technical bid)** in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme awarded directly by any **State Government/ Government Medical Corporation/ NHM /PSU** of any state in India through a centralized call centre and by deploying Engineers and technicians during last Seven years **with an average annual inventory asset value of at least Rs 700 Cr.** (The experience should be for at-least for 5 years at a stretch and not in a phased manner)

**(Or)**

The bidder should have successfully completed at least two project (for a period not less than 3 years in continuation till the date of opening of technical bid) in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme awarded directly by any State Government/ Government Medical Corporation/ NHM /PSU of any state in India through a centralized call centre and by deploying Engineers and technicians during last Seven years with an average annual inventory asset value of at least Rs 350 Cr. in each project. (The experience should be for at-least for 3 years at a stretch and not in a phased manner.)

- iv. The Bidder/Service Provider should have at least 5 years Experience of Web Based Live Dashboard with Centralized Automatic Service Call Centre. The Bidder should be able to give evidence of existence of a centralized call centre of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call Centre.
- v. The Bidder should have adequate skilled Biomedical/ Clinical engineering human resource to meet the workload. An undertaking to this effect shall be furnished in the technical bid. The Bidder / Service Provider must have **minimum 100 nos. of experienced Service Engineers (BE/B. Tech) and 200 Technician (Diploma/ITI)** on their previous/running Biomedical Equipment Maintenance and Management Programmes in any State of India on their own Pay roll. In support of that the Bidder / Service Provider has to furnish undertaking regarding the details of deployed manpower as per the **Appendix -XII** format enclosed along with duly certified from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency).
- vi. The Bidder must upload the letter of declaration in their own letter head confirming towards the availability of trained Biomedical engineers /Technicians on their previous/running Biomedical Equipment Maintenance and Management Programmes in any State of India on their own Pay roll **along with the list of their qualification, experience and individual EPFO number in their technical bid.**
- vii. The bidder should have an average annual turnover of **Rs. 35 Crores** for the last three (3) Financial years i.e. **2022-23, 2023-24 & 2024-25** OR **2023-24, 2024-25 & 2025-26** certified by the Chartered Accountant as per the format at Appendix-XVII. The proof of turnover is to be furnished in Appendix-XVII certified by the Chartered accountant & supported by audited annual statements/annual report with the turnover figures highlighted there. (Provisional statement of account shall not be considered).The Appendix-XVII must have the UDIN No. of the certifying Chartered Accountant followed by physically signed audited financial statements and balance sheet by the proprietor as well as CA firm.
- viii. Bidders 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.
- ix. The bidder whose maintenance contract terminated due to unsatisfactory performance or due to breach of agreed terms or blacklisted should not participate in the tender.

- x. The service provider shall submit the Work **performance Certificate (As per the Appendix-XI)** from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) on the Quality of services rendered by them during the past years to ensure quality in the technical Bid. The copy of the contract/work order in support to the performance certificate (as per Appendix-XI) shall have to be furnished along with the performance certificate.
- xi. The list of trained manpower (Biomedical Engineers & Technicians) with the details of their qualification and experience shall be provided in the technical bid.
- xii. The Bidder/Service Provider must have valid ISO 9001: 2015, ISO 13485: 2016 accredited from National Accreditation Board of Certification Body (NABCB). In the technical bid the Bidder/Service Provider shall submit the in house accreditation certificate of NABL and AERB-QA accreditation/MoU agreement with any NABL and AERB-QA Lab for quality services.
- xiii. The Bidder must have executed **Preventive Maintenance, Calibration and Training to end users atleast more than 98% in their previous or continuing Biomedical Equipment Maintenance and Management Programme** which has been submitted towards Eligibility Criteria (5.2 Point No- iii). In this regard the service provider has to produce the performance Certificate duly certified from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) in technical Bid.
- xiv. The Bidder must have maintained **atleast more than 98% uptime in their previous or continuing Biomedical Equipment Maintenance and Management Programme** which has been submitted towards Eligibility Criteria (5.2 Point No- iii ). In this regard the service provider has to produce the performance Certificate and screenshot of the BEMP dashboard duly certified from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) in technical Bid.
- xv. The bidder shall fulfill all conditions laid down in the bid document.

### **5.3 Scope of Work**

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 provide 24 x 7 x 365 days services for repair & maintenance, preventive maintenance, calibration & training to end users of biomedical equipment, Oxygen Plant (PSA Plant), Mortuary Chambers, RO PLANT (State owned Dialysis centers only in MCHs)

in all public healthcare facilities under the H & FW Dept, Government of Orissa down to the PHC level.

(ii) To map all biomedical equipment and to tag the equipment using barcode conforming to GS1 standards with equipment details and history. All equipment in the inventory list of the facility including equipment under warranty/AMC/CAMC will be tagged with Bar-codes/QR codes.

(iii) To provide **uptime of 98% for each medical equipment** in all Medical college Hospitals, District Hospitals and Specialty Hospitals, Sub Divisional Hospitals, CHCs and for PHCs, HWs. For 24 x 7 x 365 days.

Downtime (breakdown period) for **critical and lifesaving equipment** should not exceed **72Hr.** hours and that for all other equipment should not be more than **7 days** from the date and time of registration of fault (**including Govt. Holidays**). At no point of time in a single breakdown, the breakdown should not be more than 7 Days (including Govt. Holidays) from the date and time of registration of fault.

(iv) **In case of equipment under Warranty/AMC/CMC:** All the medical equipment which are out of Warranty/AMC/CAMC will be included in this Biomedical Equipment Maintenance Programme (BEMP) and come under the scope of the Service Provider from the initial period and the equipment which are under Warranty/ C-AMC/ AMC will be included in this programme immediately after the said period is over. However, for equipment which are existing under Warranty/ CAMC/ AMC, Service Provider shall ensure upkeep time and coordinate with the Original Equipment Manufacturer (OEM) or the Executing Agency for execution of the work (**without any additional cost**) till the validity of the existing contract (s) of Warranty/ C-AMC/ AMC for the respective equipment gets over. The end user/ OSMCL shall not renew the maintenance contracts with the existing agencies after the expiry of present contract with them. The Service Provider shall have free hand to negotiate and implement the terms with the original equipment supplier. No Penalty shall be imposed on Service Provider for equipment under existing Warranty/ C-AMC/ AMC provided Service Provider provides **evidences of communications** to the OEM/Supplier Agency within **05 (five)** working days from the registration of complaint. If no such written communication has been intimated by the Service Provider to the OEM/supplier agency within the 5 working days,

then **due penalty as** mentioned in Penalty Clause shall be imposed on Service Provider by OSMCL.

- (v) The Service Provider shall not include 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 Service Provider may choose to take authorization for doing maintenance of such equipment from existing AMC/CMC contract holder (s). Maintenance cost for equipment 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. All equipment under CAMC/AMC/Warranty shall automatically come under the scope of the service provider from the next day of end of CAMC/AMC/Warranty period.
- (vi) However, no Government Health care delivery institutions shall undergo CAMC/AMC with the Principal OEM or their authorized representatives without any approval from OSMCL. 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.
- (vii) The service provider shall however be liable to ensure upkeep time declared in the bid for all equipment including the equipment under any AMC/CMC/warranty at present. However for all the equipment under AMC/CMC/Warranty, if the manufacturer/ supplier for any equipment is not responding to the Service Provider despite thorough follow up, the Service Provider has to inform OSMCL with evidence regarding the issue and any such incidence should be informed to OSMCL within 05 (five) working days from the date and time of breakdown reported and failing to which, the Service Provider will be held responsible and due penalty as mentioned in Penalty Clause shall be imposed on Service Provider by OSMCL.
- (viii) The maintenance Service Provider shall identify and respond to requests seeking maintenance of all Biomedical Equipment 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). Once any complaint is registered, the software should generate a unique ID (Maintenance Process Tracking ID) for one particular equipment through which

the detailed functional status of that particular equipment is ascertained.

- (ix) All reports/ communications shall show equipments under warranty/AMC/CMC and others separately.
- (x) The nodal officers for Biomedical Equipment Maintenance Programme (BEMP) at the various facilities are Superintendent/ ADMO/ Medical Officer (I/C)/ Store Medical Officer/ Store Pharmacist/ Hospital Manager. They shall provide all the equipment details available in the respective institutions and details of equipment under Warranty/C-AMC/AMC and also the equipment which need to be condemned periodically. The major responsibilities of nodal officers shall access the BEMP software and log in with their respective user id & password for their respective institutions, complaint closure after the equipment made functional & verify the quarterly consolidated service reports mentioning the details of break down activity carried out during that period.
- (xi) The nodal officers shall also intimate the Service Provider regarding all new installations at their respective facilities so that a trained representative of the Service Provider shall be available during installation, commissioning and associated trainings provided by the suppliers of the newly procured equipment. Accordingly, the Service Provider shall also arrange for periodic user trainings of all equipment as and when required by the user institutions.
- (xii) 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.
- (xiii) For **Critical care and Life Saving Equipment** (as mentioned at **Appendix-III**), breakdown calls must be **attended within 24 hours** and must be **resolved/closed within 72 hours**.  
  
For other **Equipment** breakdown calls must be **attended within 72 hours** and must be **resolved/ closed within 7 days**.
- (xiv) The service provider will establish onsite repair facility using his own resources and trained biomedical engineers.
- (xv) The asset base valuation will be fixed every year on a quarterly basis for having a dynamic asset valuation system. Equipment out

of warranty/CAMC during the quarter are included in the next quarter and equipment sentenced beyond economic repair (BER) are excluded from the asset base in the current quarter. However, the bidder shall continue to provide service to the equipment as per the terms of the contract from the date of expiry of CAMC / Warranty.

- (xvi) The critical and lifesaving equipment viz., Ventilator, CT Scan, MRI, ECG machine, Defibrillator, Infusion Pump, C-PAP/Bi-PAP Machine, Phototherapy, Oxygen Concentrator, Suction Apparatus, ABG Analyser, Haemodialysis machine, Auto Haemato-analyser, Auto bio-chemistry analyser, Dental Chair, Multipara Monitor, Emergency Resuscitation Kit, Anaesthesia machine, Anaesthesia workstation, Ultrasound machine, Mammography unit, X-Ray machine, Radiant warmer, ELISA Reader and Laser Therapy unit need daily monitoring by the Biomedical engineer. Breakdown of any of the above equipment should be resolved urgently within 72 hours, failing which shall attract penalty. Details of Critical Equipment list as per IPHS-2022 as annexed in Appendix-III.
- (xvii) The service provider shall provide the adequate technical and managerial manpower to cater for equipment breakdown in the area of responsibility (Up to PHC-HWC level).Details of manpower need for each Districts and MCHs is mentioned below at 5.4 (F).
- (xviii) The service provider shall provide real time dashboard with integrated data analytics highlighting fault/breakdown analysis, preventive maintenance schedule, calibration, and status of critical and lifesaving equipment.
- (xix) The service provider will categories the equipment asset base while undertaking initial mapping and tagging, in the following categories:
  - a) Critical and Life-saving equipment with Asset value
  - b) Other remaining equipment with Asset value
  - c) List of equipment under CAMC/Warranties with OEM
  - d) List of equipment proposed for BER/Condemnation
- (xx) All replaced on serviceable/dismantled/condemned/ consumables parts of the equipment shall be returned back to medical store of the respective Health Facility after repair. However In some cases **based on the request letter of OEM** regarding return of defective spares after replacement with a new spare, the service provider may be allowed to take back the defective spares only after submission of service report duly signed/verified by the Nodal officer of the concerned Health Facility.
- (xxi) The service provider has to make the equipment/devices functional, any kind of Spare parts, accessories required at the time of

repairing of the equipment/device, shall be provided by the service provider.

- (xxii) In any condition or it necessary to carried out biomedical equipments from facilities then it is mandatory to give a written consignment enter with receiving and return date by service provider and further it will be verified by facility in charge. The tentative date of equipment return to the concerned health facility will mention. The voucher/ pass will be generated by software.
- (xxiii) The service provider shall have to make the CMC agreement with the OEM in case of some of the high end equipment and submits the OEM agreement contract copy at OSMCL within the 6 months from the date of signing of agreement.

The Details list of Equipment for which CMC agreement with the OEM is mandatory is enclosed as annexure in **Appendix- V**.

- (xxiv) 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.
- (xxv) 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.
- (xxvi) The service provider **shall have obligation to repair** any equipment damaged either by the user/due to any natural calamities/**due to rodents/ water seepage** at the Institution. **But the necessary cost in this regard shall be borne by the concerned institution.**
- (xxvii) **Provision of providing Standby Equipment by service provider-**

If the repair of equipment is in process, and the service provider provides a stand-by equipment ensuring compatibility of consumables then **100 percent relaxation on penalty** will be given from date of standby equipment provided. **However the maximum period of the waiving off the penalty shall be 30 days. Thereafter if the original equipment is not repaired within the 30 days, the penalty as defined under clause no.(5.13 Penalty/Point No.A) shall be imposed.** The Service Provider shall upload an acceptance report from the end user regarding working of the standby equipment provided to health facility with duly signed/verified by the Head of the department or Hospital Authority of Health Facility to avail relaxation in penalty. The Details list of Equipment against which supply of Stand-by

Equipment is required during repair of same is enclosed as annexed in **Appendix- VII.**

- (xxviii) The Service Provider have to perform the Periodical QA certification of all Radiological equipment and as well as **facilitate for its registration in ELORA portal.**
- (xxix) Service provider is liable to replace the following accessories of RO Plant i.e. (Sediment Filter, Carbon Filter, Cartridge Filter, RO Membrane, UV Light source, Pressure Gauge & Motor etc.)
- (xxx) Service provider is liable to replace the following accessories of PSA Plant i.e. (All types of filters, Compressor, Zeolite with all other componets of Oxygen generator etc.). However the Oil & Oil filter for compressor will be under the scope of the respective Institutions.
- (xxxi) The service provider shall submit the detailed reason of breakdown for an equipment, which are being non-functional repetitively for **more than 3 times in a quarter.** Same shall be reviewed by the Tender Inviting Authority for necessary investigation and performance assessment of the service provider.

#### **5.4 Technical & Administrative Human Resource**

The bidder shall recruit trained Engineering and administrative human resources for maintaining and managing the project.

The Qualification of -

- (A) The **Technicians /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.
- (B) 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.
- (C) 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.

(D) The Hospital/User Institutions will provide sitting space to the technical staff of the Service Provider in Hospital/Institution premises itself.

(E) **The minimum strength of staffs based on Equipment Count should be as under:**

<b>Category</b>	<b>Location</b>	<b>Minimum Strength</b>
<b>Technicians/ Junior Engineers</b>	Medical College ( For Each 500 Asset Count)	02
	Specialist Hospitals ( For Each 500 Asset Count)	02
	Districts including DHH/SDH/CHCs/PHCs ( For Each 750 Asset Count)	02
<b>Engineers</b>	Medical College ( For Each 500 Asset Count)	01
	Specialist Hospitals ( For Each 500 Asset Count)	01
	Districts including DHH/SDH/CHCs/PHCs ( For Each 750 Asset Count)	01
<b>Managers</b>	State Level	02

N.B- This is the minimum requirement. The Service Provider has to increase the manpower to meet the deliverables of the contract if required and as per the State requirement

(F) 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. The service provider shall provide the list of all staff with contact details to OSMCL. If any Change Occur in the list same shall be communicate to OSMCL from time to time.

(G) 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.

- (H) The bidder should provide the details of staff deployed with location to the Tender Inviting Authority/ NHM. 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 / NHM.
- (I) 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.

### **5.5 IT Dashboard & Software Application-**

- i. Service Provider should provide Inventory Management Software for the categorization of all equipment, Equipment Management Information System including analytics and equipment tracking with different categories of equipment clearly identifying critical, lifesaving and other remaining equipment.
- ii. It shall be a web enabled software application for the equipment maintenance programme with complete inventory and equipment details. A dashboard shall be provided on the website of Tender Inviting Authority/NHM / DHS authorities. The dashboard shall be customized to display the details of the institutions coming under that institution alone. Any changes in the database will be incorporated only after approval from OSMCL.
- iii. The software/dashboard should have all the facility relating to summary of all the activities such as breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint. This facility is to be maintained on a quarterly basis, as the payment (which includes penalty) modalities on quarterly basis. Facility should also be incorporated in the dashboard for acknowledgement of these activity reports (which were already physically signed & sealed by the respective Department Head/Institution Head) by the respective Superintendent of MCHs/ Designated district authority/nodal officers in the software itself which can be verified and retrieved by OSMCL as and when required. The format of these activity report and acknowledgement shall be finalized by the selected bidder and has to be approved by the Tender Inviting Authority.

- iv. The Service provider shall provide online access with all privileges to the Tender Inviting Authority/ NHM /DHS authorities. The application shall be able to calculate the penalty, minimum time taken for attending each call, time taken to complete each complaint, uptime maintained for each category of institutions & equipment, history of maintenance of an equipment, service undertaken during each call, Preventive Maintenance done & due date, calibration done & due date and to generate reports as required by NHM / Tender Inviting authority.
- v. The maintenance activities, corrective action taken for each equipment shall be recorded using a digital register consisting of digital logs and action taken. The history of any equipment shall be available at any point of time which shall be retrievable through this unique equipment barcode in conformity with GS1 standards. Data should neither be ambiguous nor change with time without approval from OSMCL
- vi. The contract status of the equipment shall be shown against the asset. The assets shall not be marked as Beyond Economic Repair or any other category without obtaining the prior approval of the Tender Inviting Authority.
- vii. The ownership of the Inventory Management Software shall be with OSMCL, even after the completion/ termination of the contract. The Service Provider will have to handover the complete database, even after completion/termination of the contract.
- viii. The Service provider dashboard shall capture the following KPIS on dashboard:
  - a. Profile of existing equipment and new additions in future as Asset register/Inventory.
  - b. Identification of Critical and Non-Critical Equipment
  - c. Total No. of equipment in Critical and Non-Critical Equipment category
  - d. Warranty status of equipment
  - e. AMC/CMC status, if any, with other agency and details
  - f. Calibration history, due dates and adherence with schedule
  - g. Preventive maintenance history, schedule and compliance
  - h. Functional status of equipment
  - i. Uptime and downtime of equipment
  - j. Repair requisition raised, resolved, pending, duration of breakdown calls – resolved and pending.

- k. Details about repairs including labour time/ and spares
- l. Authorized person of facility/district/state and Service Provider engaged in repair requisition ticket till resolution of the ticket
- m. Generate various types of reports related to equipment management at different level with track ability till facility and specific equipment.
- n. Auto generation of flags on due date of calibration, warranty, existing AMC/CMC, preventive maintenance
- o. Training to bio-medical engineers of Service Provider and health facility staff
- p. Percentage of asset value under CAMC/AMC.
- q. Percentage of uptime of equipment as defined in BMMP guidelines.

## **5.6 Barcoding**

- (i) The Service Provider shall establish an equipment identification code system. This shall tag all the equipment using GS-1 standard coding approved by Ministry of Commerce, Government of India.
- (ii) The barcode stickers shall be on vinyl laminated sheets and should not be faded over a period of time. The faded barcodes shall be replaced with fresh stickers without any delay.
- (iii) The service provider shall provide QR codes for all equipment as a part of complaint management system with the facility of user reporting breakdown of the equipment scanning the QR code and gets confirmation of resolution through OTP/SMS.
- (iv) The GS-1 standard code will be issued in the name of the Tender Inviting Authority, however the service provider will facilitate in obtaining the GS-1 standard code. The necessary cost in this regard shall be borne by the service provider and subsequently deducted from the claim of the service provider. The GS-1 standard code will be issued in the name of the Tender Inviting Authority, however the service provider will facilitate in obtaining the GS-1 standard code. The necessary cost in this regard shall be borne by the service provider and subsequently deducted from the claim of the service provider.
- (v) All equipments in the inventory list including the equipments which are under Warranty/AMC/CMC at present as well as the equipments which are excluded from the scope of Service Provider under this tender as annexed in Appendix –VIII shall be bar-coded using GS-1 standard coding for the purpose of enumerating all existing equipment.

## 5.7 Equipment Asset

- (i) The assets of institutions under all the institutions have to be mapped and provided in the Dashboard. This mapping exercise shall capture institution wise details of all medical equipment with asset value, installation date, barcode etc.
- (ii) The decision of Tender Inviting Authority is final in case of any dispute in the asset value or other related details.
- (iii) The Tender Inviting Authority shall have the right to increase or decrease the number of equipment beyond the present number from the date of execution of the agreement under this tender. In the event of any such increase or decrease in the number, the Service Provider shall operate and maintain the additional equipment till the remaining term/duration of the Agreement in the given year and the monetary value for 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 asset value for the maintenance of such deleted equipment shall not be taken into consideration for payment from that quarter itself during which the deletion was carried out.
- (iv) 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 GST, 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 taking reference from OSMCL Purchase Order and prices available in other institutions under H&FW Dept, GoO for same type of equipment.
- (v) If any discrepancy is found in the finalized price of equipment whose invoice value is not available; the same shall be put up in subsequent quarterly review meeting called by OSMCL for necessary revision and approval of the respective prices, on mutually agreed terms with the Service Provider.
- (vi) If any increase or decrease in Asset value of any equipment found by the Service Provider or the Tender Inviting Authority (OSMCL), the same will be informed in writing to the authorities of OSMCL or Service Provider respectively. Any change in the Asset Value will be

made only after due approval from OSMCL. Such increase or decrease will be applicable from the subsequent quarter.

- (vii) Any change in the inventory field will be brought under the notice of the OSMCL by the Service Provider without fail and necessary correction shall be made in the database only with due approval of OSMCL. However any missing fields of the inventory/ necessary corrections of the inventory such as contract status, name of the manufacturer, model name/serial number, nomenclature of the equipment etc. shall be provided by the Service Provider to OSMCL on monthly basis, which shall be updated in the data base only with due approval of OSMCL.
- (viii) The new equipment shall be barcoded and added into the inventory in succeeding month. The list of equipment to be added into the inventory shall be given by the concerned institution / Tender Inviting Authority. The bidder shall add the equipment into the inventory within 10 days of getting the intimation.
- (ix) The Service Provider shall always comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- (x) The present value of equipments mapped is as shown in **Appendix II**.

## **5.8 Call Centre and Toll-free number**

- (i) The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) / IVRS based call centre that is accessible through "Centralized toll-free number" in Odia, Hindi & English language to accept calls for complaint registration. The call centre shall be established within the state, where the project has to be implemented.
- (ii) For each health facility, there would be three nodal officer(s) to whom a confirmation e-mail 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 OTP through e-mail or SMS to nodal officer(s) identified on a case-to-case basis.

- (iii) The call centre should have automatic call logging capacity and the backup log shall be available for entire contract period at any given point of time. The old log details shall be archived by the Service Provider for future references and verification. The architecture of the call centre should be designed in such a way that there should not be any waiting time for breakdown calls.
- (iv) 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 end-user of the concerned institution, which can further approve by Nodal Officer of the concerned institution in BEMP software. Thus, the nodal officers shall also be responsible for complaint closure after the equipment made fully functional. These service reports shall be under the safe custody of the Service Provider and shall be produced for verification at any point of time during the contract period.
- (v) The name, designation and contact number of the officer signing the report shall be captured in the call closing service reports for future verification. If case of dispute on the call closure date and if the relevant details are not available on the service report used for closing the call, then such reports will not be considered, and the closure of call also will not be considered.
- (vi) Complaints calls should be closed only after completely rectifying the reported complaint of the machine and confirmation OTP sent to the user for call closure based on user feedback. Calls should not be closed by providing a partial solution. If calls are closed without actually resolving the complaint, penalty will be levied from the date of registering the first call till the actual date of closing the calls.
- (vii) The bidder shall ensure that all the calls are attended by the Engineers only after registering through the toll-free number. The bidder shall promptly educate the users periodically to register the calls only through toll free number and should ensure strictly that calls are not reported to the contact numbers of the field Engineers directly. Tender Inviting Authority reserves right to levy penalty, if the calls are attended without registering through the TOLL-FREE number.

## **5.9 User Training**

- I. On prior information, 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, periodically PMS and Calibration.

- II. The service provider shall arrange for periodic user trainings of all equipment not less than twice a year per institution irrespective of the equipment being within/outside the warranty period.
- III. The user training has to be imparted as and when required by the end user/CLIENT and necessary information for new installation shall also be informed to the service provider for deputation of their experts.

### **5.10 Preventive Maintenance, Calibration**

- I. The Service Provider shall provide preventive and corrective maintenance for all biomedical equipment 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 equipment.
- II. The Service provider has to submit the frequency of Preventive Maintenance & Calibration required to be carried out for each equipment as per guideline drawn by NHSRC as per IPHS-2022. Based on the frequency month wise Preventive Maintenance & Calibration schedule has to be prepared by the Service Provider for individual equipment and Service Provider shall intimate the schedule to the Nodal Officers of the respective institutions before executing the same.
- III. Annual third party audit by NABL accredited laboratory / Govt. Body shall be carried out for all preventive maintenance/calibration processes. However the expenditures for annual third party audit shall be made by the Tender Inviting Authority.
- IV. The list will be further modified during the course of contract based on the requirement. Priority shall be given for hospitals and laboratories with national and state accreditation.
- V. Preventive maintenance and calibration stickers shall be affixed on every machine with date of activity and next due date.
- VI. The necessary penalty shall be imposed for not following the schedule of Preventive Maintenance & Calibration required to be carried out for each equipment.

- VII. The Service Provider shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. The suggestive PM and Calibration schedule for equipment as per IPHS-2022 is annexed **in Appendix- IX**. If the preventive maintenance and calibration schedule of any Equipment is not defined in Appendix- IX, then the Service provider has to submit the frequency of Preventive Maintenance & Calibration required to be carried out for the same as per manufacturer recommendation and if manufacturer recommendation is not available, at least half yearly preventive maintenance and calibration frequency has to be recommended by the Service Provider.

N.B- 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 generated from the software and submitted to the respective institution every Quarterly and the same shall be duly signed by the respective authority and Uploaded in the Software.

### **5.11 Spares and Accessories**

- I. The bidder shall provide genuine spares (OEM approved where applicable) 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 pneumatic parts, flow sensors, Oxygen cells, Drill Motor , Drill Hand piece and Drill Attachments , probe for pulse oximeter, ECG cables, cassettes, image plates, tubing, bulbs / lamps, filing solutions of electrodes, RO filters and other all kinds of filters and cartridges used in water treatment system used in labs, and any other spares / accessories which are not specifically mentioned here but required for the satisfactory functioning of the equipment as on case may be and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which forms part of the equipment system, without which it cannot work satisfactorily.
- II. All ancillary equipment (Like RO-plants, UPS, PC etc) provided along with main equipment forms part of the contract, including the

software, UPS, calibration tools, measuring and instrumentation equipment.

- III. The air-conditioners of all capital equipment shall be done as part of turnkey shall be part of the contract.
- IV. The Service provider shall replace all spares and accessories of any equipment required for resolving the complaint during the contract period. All consumable item or disposable item which is meant for single use and Reagents & Chemicals shall be the responsibility of the respective user institutions. However, for system calibration, the desired calibrator & Preventive Maintenance (PM) kit shall be the scope of the Service Provider. The list of consumable/disposable items which are to be under the scope of respective institutions for various medical equipment has been finalized and annexed here as Appendix-XIII. Any changes/modifications to this list will be carried out only with the approval of OSMCL.
- V. It is the responsibility of the bidder to execute necessary agreements / arrangements with OEMs, direct importers of the equipment for the required spare and service support.
- VI. The Service Provider shall be responsible for procuring all the necessary tools, spare parts, manpower and other services required for the satisfactory completion of the contract. The Service Provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.
- VII. The Service Provider shall stock sufficient spares, accessories of equipment in suitable locations as per the feasibility of the service provider in order to rectify the complaints within the shortest possible time and also to maintain stipulated uptime. The Service Provider shall keep the records of spares replaced during the contract period.
- VIII. It is the responsibility of the service provider to ensure correct spares in due time. But concerned User Institutions may facilitate the overall process by following up with the concerned Original Equipment Supplier/ Agency for equipment under existing maintenance contracts such as AMC/ CMC/ Warranty.

## 5.12 Beyond Economic Repair and Condemnation:-

- (i) The terms & condition for declaring any medical equipment as BER & its disposal will be as per the prevailing condemnation guidelines issued by the Govt. Of Odisha vide Letter no.34050/H&FW, Date 22-12-2021.
- (ii) In case of equipment declared as end of support by manufacturer and manufacturer not existing, etc the bidder can highlight the same and these issues will be taken as exceptional case and the decision of Tender Inviting Authority will be final in such cases.
- (iii) The report will be verified in the state level and forwarded to the concerned institution for initiating the condemnation procedure. If the recommendation of beyond economic repair by the bidder is found to be false and not meeting the criteria, then applicable penalty will be levied.
- (iv) The condemnation committee shall include a representative of the service provider & District Biomedical Engineer as special invitee as per the committee.
- (v) A report of BER medical equipment with details and justification for making an item BER should be submitted by the service provider to the user institutions, DMET, DHS and tender inviting authority every year and the BER equipment will be deleted from the contracted list of equipment immediately. The same should reflect in the service provider dashboard for re-assessment of asset value.
- (vi) The maintenance Service Provider should not under any circumstances cannibalize or use spare parts or component of any BER/ sentenced equipment.
- (vii) **For condemnation of Radiological devices, approval from appropriate authority (BARC) should be taken prior condemnation. Disposal of any radioactive source/item shall be done strictly as per existing AERB guidelines. The Service Provider have to facilitate for it.**
- (viii) List of equipment recommended for condemnation shall be provided to user health facility and Tender Inviting Authority during the contract period.
- (ix) Complaints logged for equipment which later got recommended for condemnation will be considered as closed from the date and time of complaint gets logged and the same should not be accounted for penalty.
- (x) Once any equipment is recommended for condemnation by the Service Provider (BER) and if afterwards it has come to the notice of the Tender Inviting Authority that the equipment is not BER and the said equipment can be repaired, then the concerned institution

shall repair the equipment at their level. In such cases, penalty @ 2 times repair cost of the equipment shall be levied on the Service Provider.

### 5.13 PENALTY:-

A. Penalty for non-performance:

Penalty will be levied on Equipment breakdown under the following conditions: –

- (a) Critical and lifesaving equipment non-functional more than 72 hours
- (b) All other equipment non-functional more than 7 days.

(Illustration for penalty as per the above said provision is highlighted below in the table for ease of understanding)

<b>Asset Category</b>	<b>Performance Parameter</b>	<b>Penalty rate</b>	<b>Remarks</b>	<b>Penalty Financial Implication</b>
Critical and Lifesaving equipment	As per maintenance contract value	5%	Applicable beyond 72 hours and thereafter on per day basis.	Critical Lifesaving Equipment Ex-Ventilator The unit cost of ventilator is estimated at 10 Lakhs. The prevailing maintenance contract (L1) rates quoted by Service provider is taken as approx. 5% of asset base. So the annual cost of maintenance for ventilator to Service provider for one year will be as below (5%*10,00,000= 50,000)  The penalty for downtime beyond 72 hours will be as below: (5%*50,000= INR 2500 per day)
All other equipment	As per maintenance contract value	2%	Applicable beyond 7 days and thereafter on daily basis	Other Equipment- Ex-Oxygen Concentrator (OC) The unit cost of OC is estimated at 50,000 The prevailing maintenance contract (L1) rates quoted by Service provider is taken as approx. 5% of asset base

				<p>The annual cost of maintenance for OC to Service provider for one year will be as below (<math>5\% * 50,000 = 2500</math>)</p> <p>The penalty for downtime beyond 7 days will be as below: (<math>2\% * 2500 = \text{INR } 50</math> per day)</p>
Preventive Maintenance & Calibration	Preventive Maintenance and calibration visit per year	<p>1. <b>Penalty for non performance of Preventive maintenance:-</b> For non performance of Preventive Maintenance (PMS) <b>penalty rate @5% of service contract value of the equipment</b> per scheduled visit for a year shall be imposed.</p> <p>2. <b>Penalty for non performance of calibration:-</b> For non performance of Calibration <b>penalty rate @10% of service contract value of the equipment</b> per scheduled visit for a year shall be imposed.</p>	Non performance of PMS and Calibration	<p>For example, the Preventive Maintenance and Calibration schedule for Defibrillator is twice in year.</p> <p>The penalty for not conducting the PMS and calibration would attract penalty.</p>

Annual Uptime	As per maintenance contract value	3% / 5% / 10%	For Each equipment not maintaining the Annual Uptime i.e 98 %	Annual uptime for each equipment (in % age) Penalty Amount of the annual service contract value for each equipment	97.9 to 93	92.9 to 88	87.9 or less
Commencement of Services	As per maintenance contract value	0.5% of annual contract value per week		Selected Service Provider is required to mobilize all resources, placement of biomedical engineers and start of centralized call center within 90 days from the date of signing of contract agreement failing which attract penalty.			

B. Apart from the penalties levied under Clause No-5.13 (A), the following additional penalties shall be imposed to the Service Provider,

- (I) The critical equipment which cannot be repaired by the service provider **for more than the 1 month** shall be penalized with 100 % penalty of the contract value.
- (II) Other equipments which cannot be repaired by service provider for **more than the 3 month** should be penalized with 100 % penalty of the contract value.

N.B :- Provision of providing Standby Equipment by service provider- If the repair of equipment is in process even after lapse of the completion of scheduled hours of complaint, and the service provider provides a standby machine ensuring compatibility of consumables, then 100 percent relaxation/exemption on penalty will be given from date of commissioning of standby equipment., provided further that the service provider repair and make the original machine fully operational within a period of three months. Service Provider shall upload service report regarding working standby equipment provided to health facility and report of commissioning of repaired machine duly signed/verified from the

Nodal officer/Authority of Health Facility to avail relaxation in penalty.

Penalty as mentioned in **clause 5.13** will also be levied to those equipments that are not made functional within 3 months from the date of commencement of the contract

#### **5.14 SPECIAL CONDITIONS**

- 5.14.1 The Service Providers 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.
- 5.14.2 The Service Provider is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of Bid will be at the Bidders' own risk and make the bid non-responsive.
- 5.14.3 The inventories of all the hospitals are mapped and the details are given in **Appendix II**. The Service Providers shall verify and confirm the same and get the approval from user institution as well as OSMCL after awarding the contract.
- 5.14.4 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.
- 5.14.5 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 5 days from the date and time of breakdown reported and failing to which, the bidder will be held responsible.
- 5.14.6 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.
- 5.14.7 The old replaced parts shall be removed from the institutions concerned on completion of the repair work.
- 5.14.8 The Service Provider has to continue the Biomedical Equipment Maintenance Service in the State beyond the expiry of contract

period, if required (maximum for a period of one quarter i.e. up to 3 months), for smooth handing over/taking over of the BEMP project by the next finalized Service Provider.

### **5.15 TIMELINES**

- 5.15.1 The prototype of the software as mentioned in in scope of work(**clause 5.5 & 5.8**) shall be demonstrated within 15 days of awarding the contract (receipt of LOI) and get it approved by the Tender Inviting Authority.
- 5.15.2 The Service Provider shall complete the inventory verification and setting up of call centre within **90 days** from the date of signing of the agreement. Any earlier date is acceptable for the commencement of the contract, fulfilling the above requirements. The contract will commence from the next day of fulfilling the above requirements.
- 5.15.3 The contract shall be started within **90 days** from the date of issuance of the award of contract. Any earlier date is acceptable for the commencement of the contract, fulfilling the above requirements.
- 5.15.4 Agreement as per format in **Appendix-XIV** 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 Bid and the format will be circulated to the successful bidder.

## **SECTION VI**

### **GENERAL CONDITIONS OF CONTRACT**

#### **6.1 Contents of the Bid Document:**

This 'Bid Document' contains the following:

Section I: Instruction to bidders

Section II: General Definitions

Section III: Bid Schedule

Section IV: Details of BID

Section V: Specific Conditions of Contract

Section VI: General Conditions of Contract Appendices

#### **6.2 Bid Document:**

6.2.1 The detailed terms and conditions are contained in this "Bid Document".

6.2.2.1 The bid document shall be made available in the website <https://osmcl.odisha.gov.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.

6.2.3 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.

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

6.2.4.1 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.

6.2.4.2 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.

6.2.4.3 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.

#### **6.2.4.4 Payment of Bid Document Cost & EMD:**

The **details of payment of document cost & EMD** is mentioned at clause 6.5

6.2.4.5 The details of documents (in PDF format) for online submission of technical bid is mentioned at clause 6.17

6.2.4.6 The blank price bid format for each item 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.

6.2.4.7 The **Percentage** as quoted by the Bidder shall remain unchanged in the first year of the contract. Thereafter from the second year onwards, escalation of **3% only per annum (Inclusive of GST)** upon the quoted percentage, in general will be applicable subjected to inflation and performance of the service provider.

### **6.3 Responsibility of Verification of Contents of Bid Document:**

6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 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.

### **6.4 Guidelines for Preparation of Bid**

6.4.1 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 is mentioned in clause 6.17& Appendix XX.

- 6.4.2 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.
- 6.4.3 **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.
- 6.4.4 The bid (in English Language only) for the supply of equipments mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.
- 6.4.5 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.
- 6.4.6 Bidder shall submit the declaration letters as per the formats (Appendix-IV) given under the tender document and subsequent amendments and copy of amendments published if any signed by the Service Provider 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.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.8 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

(<https://osmcl.odisha.gov.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.

6.4.9 Any clarification on the e-Tender procedure shall be obtained from OSMCL and the contact numbers are 0674 - 2380660

## **6.5 Payment for e-Tenders (Bid Document Cost & EMD)**

6.5.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner through the e-Tender system:

1. The bid **document cost & EMD as mentioned in Section-III** 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 **Appendix-XV**.
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 as mentioned in Section-III & EMD 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 should be clearly super scribed as: Bid document cost, EMD, Bid Reference No. and the Name of the bidder.

## **6.6 Bid Document Cost**

6.6.1 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.

6.6.2 All bidders (except Local MSEs only registered in Odisha with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC which shall be exempted from submission of Bid Document Cost, subject to submission of the valid registration

certificate from the concerned authority) shall pay bid document cost as per the instructions provided in clause 6.5.

## **6.7 Earnest Money Deposit (EMD):**

- 6.7.1 The amount of the EMD(s) to be submitted per item 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.
- 6.7.2 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.
- 6.7.3 None of the bidders other than those specified in clause 6.7.2 are exempted from submission of EMD.
- 6.7.4 EMD of unsuccessful bidders will be discharged/ returned within 30 days of finalization of tender.
- 6.7.5 The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.
- 6.7.6 No interest will be paid for the EMD (In case of DD) submitted.
- 6.7.7 The EMD will be forfeited, if a bidder;
  - 6.7.7.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated.
  - 6.7.7.2 Withdraws bid after opening of technical bid;
  - 6.7.7.3 A successful bidder, fails to sign the contract after issuance of Letter of Intent
  - 6.7.7.4 Fails to furnish performance security after issuance of Letter of Intent.

## **6.8 Deadline for Submission of Bid**

- 6.8.1 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.
- 6.8.2 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.

## **6.9 Modification and Withdrawal of Bids**

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

## **6.10 Period of Validity of Bid**

6.10.1 The bid must remain valid for **minimum 180 days (six months)** from the date of opening of technical bid for the purpose of bid evaluation / finalization of rate contract. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 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.

6.10.3 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.

## **6.11 Rejection of Bids:**

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in **Clause 5.2** of Section V

6.11.2 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 tender and technical presentation (wherever required) to the satisfaction of Tender Inviting Authority. The affidavit (**Appendix-IV**) uploaded with the relevant signature (s) and seals as asked in the format.

## **6.12 Notices**

6.12.1 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;

6.12.1.1 The bid notices, documents, corrigendum, addendum etc if any.

6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.

- 6.12.1.3 Final List of technically qualified bidders qualified for price bid opening along with Reasons for rejection of unqualified bidders.
- 6.12.1.4 Summary of Online price bid opening
- 6.12.2 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
- 6.12.3 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.

### **6.13 Other Terms and Conditions**

- 6.13.1 All the terms and conditions mentioned in Section V shall be complied with.
- 6.13.2 Deleted
- 6.13.3 The Service Provider shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Customs Duties, and GST etc. as applicable.
- 6.13.4 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.

### **6.14 Pre-Bid Meeting**

- 6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.14.2 Date of pre-bid meeting is mentioned in Section III.
- 6.14.3 Pre-bid 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 ensuing transparency in the bid process. Response to pre-bid queries if any

by the prospective bidders shall be based on the written letters from the Service Provider along with supporting documents justifying their claims in their letter head.

- 6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- 6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the bid terms & conditions / scope of work etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.
- 6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the bid conditions.
- 6.14.7 Filled up Bids (**Online Submission**) will be accepted only **after** the date of pre-bid meeting. The representations regarding the pre-bid meeting must be received on or before the pre-bid date and time otherwise the requests may not be considered.
- 6.14.8 All the representations pertaining to bid terms & conditions / scope of work in the pre-bid meeting and any clarifications submitted in the subsequent stage of the tender process must be supported by the letter from the Service Provider along with supporting documents justifying their claims in their letter head unless the requested points shall not be considered.

#### **6.15 Amendment of Bid Documents:**

- 6.15.1 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.
- 6.15.2 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.

#### **6.16 Submission of Bid**

- 6.16.1 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.

6.16.2 **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 6.17& Appendix XX**.

6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted separately through **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 shall be downloaded from the e-Tender portal and quote the percentage in the respective fields before uploading it. The Price bid submitted in **any other format** will be treated as non-responsive. Multiple price bid submission for any of the items by the bidders shall lead to cancellation of bids.

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

6.16.5 **SIGNING OF BID**

The bidder shall **digitally sign/ink 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/Performance Security shall stand forfeited & his/her name shall be liable for recommending for blocking of portal registration and blacklisting/debarring/suspension.

**6.16.6 SECURITY OF BID SUBMISSION:**

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

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

**6.16.7 RE-SUBMISSION AND WITHDRAWAL OF BIDS:**

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

6.16.7.2 Re-submission of bids shall require uploading of all documents including price bid afresh.

6.16.7.3 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.

- 6.16.7.4 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.
- 6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.
- 6.16.7.6 The details of the documents to be uploaded online are mentioned in **Clause 6.17**.

### **6.17 List of Documents in Bid Submission**

The list of documents (**Scanned documents to be uploaded online in PDF format**) as a part of Technical Bid (PART I) is as mentioned below:

- 6.17.1 Bid Document cost as mentioned in Section-III [(Scanned copy of the DD in PDF)]
- 6.17.2 Earnest Money Deposit (s) [Scanned copy of the DD / BG in PDF] [**Original Instrument** of the bid document cost & EMD (s) in a sealed envelope must reach the Tender Inviting Authority by post/courier. The **original instrument** will only be received after closing date of online bid submission and within the date and time of opening of online technical bid falling which the bid shall be rejected.
- 6.17.3 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.
- 6.17.4 Covering letter as per Appendix I.
- 6.17.5 Declaration Affidavit as per Appendix IV.
- 6.17.6 Project Undertaking as per Appendix VI.
- 6.17.7 Information regarding bidder as per Appendix X.
- 6.17.8 Details of eligible experience of Service Provider and Proof of pre-qualification criteria as per clause no-5.2 as per Appendix XI
- 6.17.9 Agreement copy as per Appendix-XIV
- 6.17.10 Bank Guarantee Format as per Appendix-XV for EMD Submission
- 6.17.11 Check list as per Appendix-XX

- 6.17.12 Annual Turnover Statement for last three financial years certified by Chartered Accountant as per Appendix-XVII along with Annual Report, Audited Balance sheet, Audited P&L Statement, IT Returns for last three financial years i.e. 2022-23, 2023-24 & 2024-25 OR 2023-24, 2024-25 & 2025-26
- 6.17.13 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.)
- Memorandum of Association and Articles of Association / Incorporation Certificate.
  - Proprietary Registration Certificate
  - Partnership deed.
  - Society Registration Certificate.
- 6.17.14 The documents such as work orders, performance reports from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency), agreement from the user institutions proving that the bidder has at least Five (05) years/Three (03) years of continuous experience (till the date of opening of technical bid) in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme awarded directly by any State Government/Government Medical Corporation/PSU/NHM of any state in India through a centralized call centre and by deploying Engineers and technicians as mentioned in tender clause 5.2 (iii).
- 6.17.15 Documents to prove that the bidder has **at least 5 years Experience of Web Based Live Dashboard with Centralized Automatic Service Call Centre** of capacity adequate to meet the complaints from the number of facilities as expressed in the contract agreement.
- 6.17.16 Undertaking regarding deployment of Manpower:- Please refer to at Clause No-5.2 Eligibility Criteria/ Point no (v) and Point no (vi)
- 6.17.17 Undertaking regarding the Service Provider have adequate skilled Biomedical engineering human resource to meet the work load which may be expressed as minimum number of engineers per facility/zone/ district/state. Undertaking to equip its trained Biomedical engineering human resources shall also be furnished in the technical bid.
- 6.17.18 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. as per Appendix XVIII

- 6.17.19 List of other Hospitals / 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.
- 6.17.20 Copy of amendments if any duly signed in all pages by the bidder or the authorized signatory
- 6.17.21 Copy of Quality Certificates of the organization (As per Pre-Qualification criteria Clause no.5.2).
- 6.17.22 Copy of PAN Card
- 6.17.23 Copy of GST Registration certificate
- 6.17.24 **Copy of Original documents defining the constitution or legal status and place of registration.**

The Original EMD (DD / BG) & Tender document Cost (DD) as mentioned in Section-III must be submitted by post/courier on or before the opening of technical bid, failing which the bid shall be rejected.

However, Copy of the other bid documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded is not clear. In that case, the documents shall be considered for evaluation only if the scan copy of the same is uploaded.

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

## **6.18 Opening of Technical Bid**

- 6.18.1 The technical bid opening is online. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after evaluation / obtaining clarification(s) from those bidders who qualify in the technical bid evaluation and shall be informed to the qualified bidders in advance.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening 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.

- 6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened online at the appointed time and venue on the next working day.
- 6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 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.
- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and Technical Presentation (if any) by the bidders.

#### **6.18.7 Notice to Bidder**

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

#### **6.19 Evaluation of Bid**

##### **6.19.1 Bid Evaluation Committee:**

- 6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a Standing Committee duly constituted by the Tender Inviting Authority.

6.19.1.2 The Standing Committee duly appointed may also verify the veracity of claims in respect of the experience and reputation of bidder in the field, the financial solvency etc.

6.19.1.3 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. Only those bidders who meet the pre-qualification criteria, technical evaluation and meet the conditions of the Bid are technically qualified.

6.19.1.4 The decisions of the Standing Committee on whether the bidders are responsive or non-responsive or requiring clarifications will be published.

## **6.20 Deleted**

## **6.21 Clarification of Bids**

6.21.1 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 Standing committee on its bids submitted.

6.21.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

## **6.22 Deleted**

## **6.23. Price Bids Opening**

6.23.1 Opening of the price bids shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of the short-listed technically qualified bidder(s) shall be opened after the detailed scrutiny and evaluation of the Technical bid.

6.23.2 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.

6.23.3 The bidder shall quote the rate as percentage of the total asset value of Medical equipment inventory as available in Appendix-II for undertaking the biomedical equipment maintenance project across

the state in accordance with the Bid conditions for a year. The quoted rate should be **inclusive of all incidental charges including GST.**

6.23.4 Fixed price: The **Percentage** as quoted by the Bidder shall remain unchanged in the first year of the contract. Thereafter from the second year onwards, cumulative escalation of **3% only per annum (Inclusive of GST)** upon the quoted percentage, will be applicable subjected to inflation and performance of the service provider.

6.23.5 There shall also be no hidden costs.

6.23.6 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.

6.23.7 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him (Except any change made by the NPPA/Govt.). Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders.

## **6.24 Price Bid Evaluation**

6.24.1 Price bid format is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** <https://tendersodisha.gov.in>

6.24.2 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.

6.24.3 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.**

6.24.4 The Price bids submitted in any other formats will be treated as **non-responsive.**

6.24.5 Multiple price bid submission by bidder shall lead to cancellation of bid.

6.24.6 The bidder shall quote the rate as percentage of the total asset value of Medical equipment inventory as available in Appendix-II for the purpose of financial evaluation. The quoted rate should be **inclusive of all incidental charges including GST.**

6.24.7 A sample format of price evaluation is mentioned below for reference. The bidders are required to quote up to two decimal places.

**SAMPLE PRICE EVALUATION**

Description	Firm I	Firm II	Firm III	Firm IV
Rates as percentage of the total asset value of Medical equipment inventory as available in Appendix-II for undertaking the biomedical equipment maintenance project across the state in accordance with the Bid conditions for a year	3.00%	4.00%	3.50%	2.99%
<b>Status</b>	<b>L2</b>	<b>L4</b>	<b>L3</b>	<b>L1</b>

**6.25 Award of Contract**

6.25.1 Criteria: - The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids. The technically responsive bidder with the lowest quoted percentage shall be the L1 Rank bidder.

6.25.2 The bidders are required to quote up to **two decimal places** in the Price BoQ and **if a tie occurs** then the ranking of the bidder will be decided based on execution of maximum number of projects in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme through a centralized call centre and by deploying Engineers and technicians in any state of India. However, in this case also if a tie occurs, then the Service Provider having more average annual turnover during the last 3 financial years shall be ranked accordingly.

**6.26 Notification of Award/Letter of Intent (LOI)**

6.26.1 Before expiry of the bid 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 bid 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.

- 6.26.2 The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within Fifteen days, failing which the EMD may be forfeited and the award may be cancelled.
- 6.26.3 The Notification of Award shall constitute the initiation of the Contract.

### **6.27 Signing of Contract**

- 6.27.1 The successful bidder shall execute an agreement in the format as given under **Appendix-XIV** for providing the service during the contract period.
- 6.27.2 The successful bidder shall submit bank guarantee in the format as per **Appendix XVI**, a performance security prescribed under cl.6.28.
- 6.27.3 Promptly after notification of award, within Fifteen days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement **Appendix XIV**) 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.
- 6.27.4 Deleted
- 6.27.5 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.
- 6.27.6 Sub Contracts: - The Successful bidder shall not sub-contract the execution of the entire contract. 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.
- 6.27.7 Modification 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:

- 6.27.7.1 Adding new scope of services to be provided by the successful bidder,
  - 6.27.7.2 Quality of service delivery
  - 6.27.7.3 Penalty
  - 6.27.7.4 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.
- 6.27.8 Deleted
- 6.27.9 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.

## **6.28 Performance Security**

- 6.28.1 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 15 days from the date of issuance of LOI. The successful local SSI unit (i.e. Local MSEs only registered in Odisha with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC) shall have to pay 25% of the prescribed performance security, i.e. 2.5% of the purchase order price.
- 6.28.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a Performance Security in any of the form as mentioned below;
- 6.28.2.1 Account Payee demand Draft drawn in favour of the Managing Director, OSMCL payable at Bhubaneswar
- OR
- 6.28.2.2 Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT): The successful bidder(s) shall provide the Unique Transaction Reference (UTR) number and date of transfer for validation of the transaction by OSMCL along with the duly signed contract. The bank details for opting RTGS / NEFT mode of payment are as follows,

- Name of the Account Holder- Odisha State Medical Corporation Limited

- **Account Number-** 006101059948
- **IFSC Code-** ICIC0000061
- **Name of the Bank-** ICICI BANK
- **Branch Details-** Kharavel Nagar, Unit-III, Bhubaneswar  
OR

6.28.2.3 Bank Guarantee in the prescribed format

6.28.3 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.

6.28.4 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.

6.28.5 The details of Performance security are given below:

It shall be denominated in Indian Rupees.

- 6.28.5.1 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.
- 6.28.5.2 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.
- 6.28.5.3 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.
- 6.28.5.4 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.
- 6.28.5.5 The Bank Guarantee submitted in place of DD shall be in the prescribed format (**Appendix XVI**); Bank Guarantee in no other form will be accepted and will lead to rejection of bids.

6.28.5.6 The validity of the performance security shall also have to be extended accordingly based on the extension of the contract period

**6.29 Deleted**

**6.30 Payment:**

6.30.1 The Service Provider shall raise quarterly invoices in the name of the Tender Inviting Authority (OSMCL) along with quarterly consolidated reports mentioning the breakdown, preventive and calibration activities carried out in that quarter including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint which were already physically signed & sealed by the respective Department Head/Institution Head and subsequently acknowledged by the respective Superintendent of MCHs/ Designated district authority/nodal officers in the dashboard itself as mentioned above and shall be submitted to the office of the OSMCL for payment.

Note- Payment may be released **within 30 days** after submission of Invoices and supporting documents by the Service Provider,

6.30.2 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.

6.30.3 The successful bidder shall not claim any interest on payments under the contract.

6.30.4 The Service Provider has to submit 02 original invoices separately for the institutions covered under **DHH Head** and institutions covered under **Medical College and Hospital Head** and shall be in the name of the Tender Inviting Authority.

6.30.5 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.

**6.31 Deleted**

**6.32 Deleted**

**6.33 Deleted**

**6.34 Deleted**

**6.35 Deleted**

**6.36 Deleted**

### **6.37 Intellectual Property Rights (IPR)**

- 6.37.1 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.
- 6.37.2 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.
- 6.37.3 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 Warranty/ CMC/AMC.

### **6.38 Corrupt or Fraudulent Practices**

- 6.38.1 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:
- 6.38.2 "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
- 6.38.3 "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;
- 6.38.4 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.

- 6.38.5 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.

### **6.39 Force Majeure**

- 6.39.1 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.
- 6.39.2 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 thereof 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.
- 6.39.3 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.
- 6.39.4 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 subparagraphs.

#### **6.40 Resolution of Disputes**

6.40.1 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.

6.40.2 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.

6.40.3 Deleted

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

#### **6.41 Applicable Law & Jurisdiction of Courts**

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

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

#### **6.42 General/ Miscellaneous Clauses**

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

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

6.42.3 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.

- 6.42.4 The Successful bidder(s) shall be 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.
- 6.42.5 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.
- 6.42.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

### **6.43 Penalties for Non-performance**

- 6.43.1 The penalties to be imposed, at any stage, under this bid are;
- 6.43.1.1 Forfeiture of EMD/performance security
- 6.43.1.2 Termination of the contract
- 6.43.1.3 Blacklisting/Debarring/Suspension of the bidder
- 6.43.2 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 bids 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 Service Provider.
- 6.43.3 The penalties to be imposed on the Service Provider, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring.
- 6.43.4 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:
- 6.43.5 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 services from such bidders.

6.43.6 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 bid. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

#### 6.44. **Termination of Contract**

6.44.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to perform any of his contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution provided that such notice of suspension 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.

6.44.2 The Tender Inviting Authority after giving 15 days clear notice in writing expressing the intention of termination by stating the ground, may terminate the agreement after giving reasonable opportunity of being heard if so desired by the successful bidder.

6.44.2.1 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.

6.44.2.2 If the successful bidder becomes insolvent or bankrupt.

6.44.2.3 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

6.44.2.4 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.

6.44.2.5 If, the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 6.40.

6.44.2.6 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.
- 6.44.2.7 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.
- 6.44.3 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 6.44.4 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.44.5 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.
- 6.44.6 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

#### **6.45 Exit Clause**

6.45.1 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 unpaid payment shall be paid as per **clause 6.44.2.7.**

6.45.2 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.

#### **6.46 Saving Clause**

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

#### **6.47 Recovery of penalty from any other dues and /or available security amount under any tender:**

6.47.1 The recovery of different penalties from any payable amount of supplier and/or security available with the corporation under any tender and amount due under one contract can be recovered from available amount of other contract.

#### **6.48 Damages for Mishap/Injury**

6.48.1 The Tender inviting authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the successful bidder while performing duty in the procurer's/consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider.

#### **6.49 Compliance of Minimum Wages Act and other statutory requirements**

6.49.1 The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

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Appendix-IV	AFFIDAVIT(NON-CONVICTION)
Appendix-V	LIST OF EQUIPMENT REQUIRED CMC CONTRACT WITH OEM
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**FORMAT FOR PROPOSAL SUBMISSION  
COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letter head of the Bidder)

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

Mr. /Ms. \_\_\_\_\_

\_\_\_\_\_

Phone: Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Subject: Proposal to provide 24 x 7 x 365 days 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 document 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 therein 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/ or our 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 Bid document.

I/ We believe that we satisfies the Financial criteria and meet(s) the requirements as specified in the Bid document.

I/ We certify that in regard to matters other than security and integrity of the country, we or any of our 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 or any of our 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 Bid 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 Bid 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 Bid document along with each and every point mentioned in the Bid formats/ Annexures/Appendixes and the offer I/we give after finalization of this Bid if selected.

I/We agree and understand that this tender is subject to the provisions of the Bid 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 Bid 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 Bid.

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

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

Date:

Place:

Yours faithfully,

(Signature of the Authorised signatory)  
(Name & Designation of the Authorised signatory)  
Name & Seal of the Bidder

<b>DETAILED INVENTORY OF EQUIPMENT</b>			
<b>Asset Data DHH Wise</b>			
<b>Sl. No.</b>	<b>District Name</b>	<b>No of Assets</b>	<b>Asset Value (Rs.)</b>
1	ANGUL	1418	1369,12,127.00
2	BALASORE	2990	3582,87,242.00
3	BARAGARH	2040	1753,10,014.00
4	BHADRAK	1660	1754,92,751.00
5	BOLANGIR	1268	1786,86,567.00
6	BOUDH	618	739,72,606.00
7	CUTTACK	2168	1861,30,299.00
8	DEOGARH	719	870,81,747.00
9	DHENKANAL	1715	1877,76,622.00
10	GAJAPATI	803	965,19,308.00
11	GANJAM	3402	2652,44,956.00
12	JAGATSINPUR	1684	1860,41,523.00
13	JAJPUR	1563	1358,47,852.00
14	JHARSUGUDA	1079	1155,04,171.00
15	KALAHANDI	1540	2334,72,895.00
16	KANDHAMAL	1322	1132,67,737.00
17	KENDRAPARA	1842	2541,91,638.00
18	KEONJHAR	2371	2825,99,571.00
19	KHURDA	2250	2076,28,718.00
20	KORAPUT	2325	2037,87,514.00
21	MALKANGIRI	1579	1470,01,959.00
22	MAYURBHANJ	3690	3867,76,748.00
23	NABARANGPUR	1913	1665,82,720.00
24	NAYAGARH	1962	1980,25,865.00
25	NUAPADA	957	1095,47,685.00
26	PURI	1707	1908,35,594.00
27	RAYAGADA	1351	873,61,668.00
28	SAMBALPUR	1842	1153,11,769.00
29	SONEPUR	868	937,06,121.00
30	SUNDARGARH	2885	3879,50,366.00
	<b>Total</b>	<b>53531</b>	<b>₹ 55368,56,353.00</b>
<b>Asset Data MCH and Special Institution Wise</b>		<b>No of Assets</b>	<b>Asset Value (Rs.)</b>
1	MAHARAJA KRISHNA CHANDRA GAJAPATI (MKCG) MEDICAL COLLEGE & HOSPITAL, BERHAMPUR	3452	10548,78,106.00
2	PANDIT RAGHUNATH MURMU (PRM) MEDICAL COLLEGE AND HOSPITAL, BARIPADA	785	1650,07,542.00
3	REGIONAL SPINE CENTER,CUTTACK	63	105,13,780.00

4	SAHEED LAXMAN NAYAK (SLN) MEDICAL COLLEGE AND HOSPITAL, KORAPUT	1754	3590,51,165.00
5	SANTHA BHIMA BHOI (SBB) MEDICAL COLLEGE & HOSPITAL, BALANGIR	928	2127,62,196.00
6	SCB DENTAL COLLEGE & HOSPITAL, CUTTACK	766	1046,37,348.00
7	SCB MEDICAL COLLEGE & HOSPITAL, CUTTACK	5791	18590,95,379.00
8	SCB MENTAL COLLEGE & HOSPITAL, CUTTACK	40	153,20,845.00
9	SHRI JAGANNATH MEDICAL COLLEGE AND HOSPITAL, PURI	271	156,68,332.00
10	VEER SURENDRA SAI INSTITUTE OF MEDICAL SCIENCE AND RESEARCH (VIMSAR), BURLA	3735	9517,73,009.00
11	AHPGIC, CUTTACK	871	6198,37,366.00
12	CAPITAL HOSPITAL, BHUBANESWAR	1151	4302,27,613.00
13	SVPPG INSTITUTE OF PAEDIATRICS, CUTTACK	1471	2245,92,487.00
14	Dharanidhar Medical College and Hospital, Keonjhar	215	201,50,102.00
15	FAKIRMOHAN (FM) MEDICAL COLLEGE & HOSPITAL, BALASORE	514	852,01,400.00
16	Government Medical College & Hospital, Sundergarh	438	1743,61,022.00
<b>Total</b>		<b>22245</b>	<b>₹ 61287,16,670.00</b>

**Note-** The detailed asset list, with equipment make, model, date of purchase, warranty status, location will be provided at the time of the agreement with successful L1 Bidder.

**LIST OF CRITICAL EQUIPMENT AS PER IPHS-2022**  
**Appendix- III**

**1. List of Critical Items for (MCHs & DHHs)**

<b>SL. No.</b>	<b>Equipment Name</b>
1	Defibrillator with TCP and AED
2	Defibrillators
3	ECG 3 Channel
4	ECG machine- 12 Channel
5	ECG Machine- 6 Channel
6	Infusion Pump
7	ABG analyser
8	Anaesthesia Machine
9	Anaesthesia Workstation
10	Bi-PAP machine
11	C.T. Scan Multi slice (64 SLICES)
12	CPAP Machine
13	Dialysis Machine
14	Elisa Reader/washer
15	Fully automated biochemistry analyser
16	Haematologyanalyser (3-part)
17	Haematologyanalyser (5 part)
18	Mammography Unit
19	Mechanical ventilator
20	MRI 1.5 Tesla
21	Multi para monitor for ICU
22	Neonatal Resuscitation Equipment
23	Open care Radiant warmer
24	Oxygen Therapy apparatus/HFNC
25	Portable x-ray machine-200mA
26	Suction Machine electrical / Suction machine foot operated
27	USG Machine- portable ultrasound
28	X Ray 300 mA
29	x-ray machine 100 mA (Mobile)
30	x-ray machine 500 mA
31	Colour Doppler Ultrasound/

**List of Critical Items for Sub-divisional District Hospitals (SDHs) and Community Health Centre (CHCs)**

<b>SL No.</b>	<b>Equipment Name</b>
1	Defibrillators
2	Dental chair with accessories
3	ECG 3 Channel
4	ECG Machine- 12 Channel
5	ECG Machine- 6 Channel
6	Infusion pump
7	3-part Haematology Analyser
8	5-part cell counter/ hematology analyser
9	USG Machine- portable ultrasound
10	Anaesthesia machine
11	Anaesthesia workstation
12	Elisa Reader & Washer
13	Fully automated biochemistry analyser
14	Ventilators
15	Oxygen concentrator
16	Oxygen Therapy apparatus (High flow nasal Cannula)
17	Radiant warmer
18	Semi-automated biochemistry analyser
19	Suction Machine electrical / Suction machine foot operated
20	X-Ray 300 mA
21	Obstetric/ Gynaecologic Ultrasound/ Color Doppler ultrasound

**List of Critical Items for Primary Health Centre (PHCs)**

<b>SL No.</b>	<b>Equipment Name</b>
1	3 part Haematology Analyser
2	Dental Chair-Basic
3	Radiant Warmer
4	Semi-automated biochemistry analyser
5	Suction Machine electrical / Suction machine foot operated

**AFFIDAVIT (NON-CONVICTION)**

(To be furnished by the Bidder)

(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 Firm M/s\_\_\_\_\_ its directors/President/Chairperson/Trustee have not abandoned any work for the Government of Odisha or any other State Government or Government of India 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 Firm..... has not been punished for any offence and
  - b) The Director/President/Chairman/Trustee of our Company/ Society/Trust/.....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 also certifies that our Company/Society/Trust has not been terminated from any maintenance contract due to unsatisfactory performance or due to breach of agreed terms as sole bidder.
7. 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

Title of Officer

Name of Company/Society/Trust Date

**List of Equipment wherein CMC contract with OEM is Mandatory**

<b>SL.No.</b>	<b>Device Name</b>
1	RADIATION THERAPY, LINEAR ACCELERATOR, CYBERKNIFE
2	Virtual anatomy dissection table
3	BRACHYTHERAPY, AFTER LOADER, HDR
4	Ultrasound Machine with Color Doppler
5	DIGITAL RADIOGRAPHY SYSTEM (DR)
6	MAMMOGRAPHY
7	C T SCAN and CT Simulator
8	MRI
9	TELE-THERAPHY MACHINE
10	ENDOSCOPIC UNIT
11	LAPAROSCOPIC UNIT
12	ANALYZER, CHEMILUMINESCENT IMMUNO ASSAY
13	FULLY AUTO BIOCHEMISTRY ANALYSER
14	Blood Culture with ID/AST
15	HAEMATOLOGY ANALYZER , ADVANCED (5 PART)
16	PLASMA HIGH SPEED CENTRIFUGE
17	CSSD MACHINE
18	CR SYSTEM
19	C-ARM MACHINE
20	Surgical Operating Microscope (ENT, Neuro and Ophthalmology)
21	Surgical Laser
22	Anesthesia Work Station
23	ICU VENTILATOR
24	LITHOTRIPSY MACHINE
25	SURGICAL DRILL (Ortho, ENT, Neuro, Cardiac )
26	Cath Lab
27	Heart lung Machine with Hemotherm
28	ECMO Machine
29	IABP, ROTA,IVUS,OCT,EP
30	EBUS

**PROJECT UNDERTAKING**  
(On the Letter head of the Bidder)  
***(To be submitted in Technical Bid Envelop)***

Date

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

**Subject: Proposal providing 24 x 7 x 365 days 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 Bid 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 Bid and the Agreement, a draft of which also forms a part of the Bid provided to us.

Dated this.....Day of .....202\_.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

Note: To be signed by the Authorized Representative of the Bidder.

<b>LIST OF EQUIPMENT AGAINST WHICH PROVISION OF STANDBY EQUIPMENT IS REQUIRED IN CASE OF BREAKDOWN</b>	
<b>SL. No.</b>	<b>Equipment Name</b>
1	Defibrillators
2	ECG
3	Infusion Pump
4	ABG analyser
5	Bi-PAP machine
6	CPAP Machine
7	Elisa Reader/washer
8	Haematology analyser (3-part)
9	Haematology analyser (5 part)
10	Ventilator
11	Multi para monitor
12	Neonatal Resuscitation Equipment
13	Open care Radiant warmer
14	Oxygen Therapy apparatus/HFNC
15	Suction Machine electrical / Suction machine foot operated
16	EEG machine
17	Mobile Spotlight/ Light for conducting deliveries/ Examination lamp with white light/ Examination light
18	Transport Incubator
19	Blood warmers
20	Electrolyte Analyser
21	Electrophoresis Machine
22	ESR analyser
23	Syringe Pump
24	Transport Ventilator
25	Applanation Tonometer
26	A- Scan and B scan Biometer
27	ACT machine
28	Auditory Brainstem Response machine
29	Auto-refractometer
30	Coagulation analyser
31	Bowl Sterlizer
32	Bubble CPAP with compressor
33	CTG Machine
34	DVT pump (Deep Vein Thrombosis prevention devices)
35	Electrical cautery
36	Flash Autoclave
37	Flow Cytometer

38	Fundus Camera
39	HPLC Analyzer
40	Hysteroscope
41	ICU beds
42	Keratometer
43	Microscope
44	NAAT machine
45	NCV machine, EMG Machine, VEP Machine
46	NdYag Laser
47	OCT
48	OT light standing model/ operating light mobile
49	OT Table
50	Phaco Machine
51	Phototherapy Single Surface LED
52	Pneumatic drill and reamer
53	RTPCR machine
54	Spiro meter
55	Surgical diathermy
56	Washer Disinfector
57	Water Bath
58	Portable/Mini Autoclave
59	Operating Microscope
60	Ultrasound therapy
61	Slit lamp
62	Otoscope
63	Foetal Doppler
64	Ophthalmoscope- Direct
65	Ophthalmoscope- Indirect
66	Pulse oximeter
67	Retinoscope
68	Vien Finder
69	Bilirubinometer
70	Laryngoscope
71	Centrifuge Machine

**List of equipment to be excluded from the Biomedical Equipment Maintenance Programme (BEMP)**

1. Ambu Bag
2. Glucometer
3. Stethoscope
4. Fingertip Pulse Oxymeter
5. DC Counter
6. Digital Thermometer
7. Thermometer Glass
8. Foot & Hand Operated Suction Machine
9. Proctoscope
10. Plaster Cutter
11. Schiötz Tonometer
12. Vision Drum
13. Wall Suction & Flow meter
14. Generator
15. Lift
16. Medical Gas Pipeline and its accessories
17. Ambulances (Only Vehicle excluding medical equipment)
18. Surgical/Hand Instruments (Open Surgery & Laparoscopic)
19. Rigid scopes
20. Manual ICU Bed
21. Manual Labour Table/Delivery Table
22. Furniture
23. Gas Cylinders
24. Equipments for Immunization (ILR)
25. General Refrigerator except Blood Bank & Blood Storage Unit
26. Nebulizer except Ultrasonic Nebulizer
27. RO Plant (Dialysis Unit in PPP mode)
28. Walk in Cooler except Blood Bank
29. Infrared Lamp (IR Lamp)
30. Distilled water plant
31. Needle Burner
32. AC, Cooler and Other electrical appliance

**PREVENTIVE MAINTENANCE AND CALIBRATION FREQUENCY AS PER IPHS-2022**

<b>Sl. No.</b>	<b>Name of the Equipment</b>	<b>Visits/ year</b>
1	Arterial Blood Gas Analyser	4/year
2	Autoclave	4/year
3	Automated analyser for blood cultures	4/year
4	Automated coagulation analyser,	4/year
5	Bubble CPAP with compressor,	4/year
6	C arm with accessories	4/year
7	C.T. Scan Multi slice (64 SLICES)	4/year
8	Cardiac monitors	4/year
9	ChemiluminescenceImmuno- assay	4/year
10	Dental chair (complete system)	4/year
11	Dialysis machine	4/year
12	Dialyzer reprocessing unit	4/year
13	Electrolyte analyser	4/year
14	Electrophoresis machine	4/year
15	ELISA Reader and Washer	4/year
16	Flow cytometer.	4/year
17	Fully automated Biochemistry analyser	4/year
18	Haematology analyser (5 Part/3 Part)	4/year
19	HPLC machine,	4/year
20	Infusion pump	4/year
21	Mammography unit	4/year
22	Multi para-Monitor	4/year
23	Phototherapy	4/year
24	Portable ultrasound	4/year
25	Radiant warmer,	4/year
26	Semi-automated Biochemistry analyser	4/year
27	Surgical diathermy – bipolar	4/year
28	Transport incubator,	4/year
29	Transport multi parameter monitor	4/year
30	Transport ventilator	4/year
31	Ultrasound machine	4/year
32	Colour Doppler and Echo	4/year
33	Ventilator-Adult, Paediatric and Neonatal	4/year
34	X-ray machine fixed (60 ma/ 100 ma/ 200 ma/ 300 ma/ 500 ma/ 850 ma/ 1000 ma)	4/year
35	ACT machine,	4/year
36	100 M.A. X-ray machine (Mobile),	2/year
37	A-Scan Biometer,	2/year
38	Ambu bag (adult & paediatrics)	2/year

39	Applanation Tonometer	2/year
40	Auto- refractometer	2/year
41	B- Scan Biometer	2/year
42	Baby weighing scale –Digital,	2/year
43	Blood warmers	2/year
44	Bowl Sterilizers – Different Sizes,	2/year
45	BP Apparatus – Neonatal Cuff,	2/year
46	Centrifuge	2/year
47	Cryosurgery unit	2/year
48	CTG machine	2/year
49	CTG Monitor	2/year
50	Defibrillators	2/year
51	Ear & nasal Suction machine	2/year
52	EEG Machine	2/year
53	EMG machine	2/year
54	ESR analyser	2/year
55	Examination Light	2/year
56	Fetal Doppler	2/year
57	Flash Autoclave	2/year
58	Foetal Doppler	2/year
59	Fetoscope	2/year
60	Fundus Camera	2/year
61	Glucometer	2/year
62	Hba1C analyser	2/year
63	Hemoglobinometer	2/year
64	Hysteroscopy	2/year
65	ICU beds	2/year
66	Interferential therapy	2/year
67	Intermittent compression device for DVT	2/year
68	Irradiance Meter	2/year
69	Keratometer	2/year
70	Labour bed	2/year
71	Laryngoscope with 5 Blades (LED),	2/year
72	Laryngoscopes (LED)	2/year
73	Microcentrifuge	2/year
74	Microscope	2/year
75	Mortuary table (Stainless steel)	2/year
76	NCV machine	2/year
77	NdYag Laser	2/year
78	Nebulizer	2/year
79	Negative Ionizer/air purifier,	2/year
80	Neonatal Resuscitation Equipment,	2/year
81	Nucleic Acid Amplification Test (NAAT)	2/year
82	OCT (Optical Coherence Tomography)	2/year

83	Operating Microscope	2/year
84	Ophthalmoscope- Direct,	2/year
85	Ophthalmoscope- Indirect with 20 D Lens	2/year
86	OT light	2/year
87	OT light – Ceiling Double Dome	2/year
88	OT Table	2/year
89	Otoscope	2/year
90	Oxygen Concentrator	2/year
91	Paediatric ICU Beds	2/year
92	Paediatrics Resuscitation Equipment	2/year
93	Phaco Machine	2/year
94	Portable LED Standing light	2/year
95	Pulse oximeter with Neonatal Wrap up	2/year
96	Punch biopsy gun	2/year
97	Real time Polymerase Chain Reaction	2/year
98	Slit lamp	2/year
99	Sphygmomanometer	2/year
100	Spiro meter	2/year
101	Streak retinoscope	2/year
102	Suction Machine (Electrical)	2/year
103	Suction machine (foot-operated)	2/year
104	Syringe pump,	2/year
105	TENS	2/year
106	Transcutaneous Bilirubinometer	2/year
107	Turbidimeter	2/year
108	Ultrasonic nebulizer	2/year
109	Ultrasound therapy	2/year
110	VEP machine	2/year
111	Arthroscope	2/year
112	Anaesthesia Work Station	2/Year
113	Weighing machines (Organs)	2/year
114	Bi-PAP/CPAP	2/year
115	Dental X-ray machine	2/year
116	ECG machine	2/year
117	Electric cautery	2/year

**N.B-** If the preventive maintenance and calibration schedule of any Equipment is not defined in Appendix- IX, then the Service provider has to submit the frequency of Preventive Maintenance & Calibration required to be carried out for the same as per manufacturer recommendation and if manufacturer recommendation is not available, at least half yearly preventive maintenance and calibration frequency has to be recommended by the Service Provider.

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

Details of the Bidder:

Note: Details to be provided for the Bidder :

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	Note 3
1. State wise	
Name of the State where Medical Equipment Maintenance services are operational	
Years of experience in Medical Equipment operations in the State.	
<b>Current areas of operation – specify (Names of the Districts/ Hospitals).</b>	
Number of Service Centres	Note 4
Number of State 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.	
Evidence regarding years of Experience of Web Based Live Dashboard with Centralized Automatic Service Call Centre.	
Average volume of daily calls received per	Note 5

CCC / call	
Certificate of Satisfactory Performance from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency)	Note 6
<b>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)]</b>	
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 that would be accessible through a 24- hour toll free number (Centralized Call Centre).” which is undertaken by it under its own name

**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**

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 respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) towards Operational Services of the Medical Equipment supported by a Centralized Call Centre (CCC).

**Certificate from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) regarding Qualification experience:**

This is to certify that..... (name of the Bidder) 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 respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) from the State/Country in which the Services as desired in Bid document are operational.

**DETAILS OF PAST EXPERIENCE OF THE BIDDER AND PROOF OF PRE-QUALIFICATION CRITERIA AS PER CLAUSE NO.5.2**

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

**WORK PERFORMANCE CERTIFICATE**

The M/s.....(*Firm Name.*), has worked ..... (Organization name i.e. State Government/Government Medical Corporation/NHM/PSU) from ..... (date) to ..... (date) for the period of total ..... The work of the firm was satisfactory during this period was **satisfactory/non satisfactory** during this period.

Other details:

1. The project average annual inventory asset value is Rs..... Crores.

2. During the above period, the uptime of project is .....%

**3. Preventive Maintenance:**

Sl. no.	No. of Total Equipment	No. of Scheduled Preventive Maintenance	No. of Preventive Maintenance Done	% of PM Done
1				

**4. Calibration**

Sl. no.	No. of Total Equipment	No. of Scheduled Calibration	No. of Calibration Done	% of Calibration Done
1				

**5. Training:**

Sl. no.	No. of Training Scheduled	No. of Training Done	% of Training Done
1			

Certified from the respective Authorised Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency)

(Furnish the **copy of contract or work order** of assignments as mentioned above.)

**Authorised Signatory-** Certified from the respective Authorised Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency)

Seal:

Date:

**Undertaking regarding deployment of minimum 100 nos. of experienced Service Engineers (BE/B. Tech) and 200 Technician (Diploma/ITI) on their previous /running Biomedical Equipment Maintenance and Management Programme in any State of India duly certified from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency)**

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

Ref No.-----

Date:-

**TO WHOM SO- EVER IT MAY CONCERN**

This is to Certify that the Service provider namely M/s..... has been providing / had provided the Bio-Medical Equipment Maintenance and Management service in the state of ..... from Dt..... to .....The Service Provider have / had deployed ..... nos. of experienced Service Engineers (BE/B. Tech) and .....nos. of Technician (Diploma/ITI) in the state towards the Biomedical Equipment Maintenance and Management Programme.

Signature of  
Respective Authorized Government Representative  
(on behalf of Tender Inviting Authority/Project Monitoring Agency).

**Consumable/Disposable under the Scope of respective Hospitals/Institutions**

<b>Sl. No.</b>	<b>Equipment Name</b>	<b>Consumable/Disposable under the Scope of respective hospital</b>
1	X-Ray Machine	X-ray Films, cassettes, Chemical (related to developer, fixer), lead aprons, lead apron stand, Bucky tray, Thyroid guard, Thyroid goggle
2	Digital Radiography (DR System)	UPS Battery associated with Computer System, Lead aprons, Lead apron stand, Thyroid guard, Thyroid goggle
3	A Scan Ultrasonic Bio meter	Printer Paper, BSS(Balance salt solution)
4	Anaesthesia/Boyles Machine	Patient Circuit, breathing bag, face mask, filters, Gas Sample lines, Laryngeal Air Masks, Vaporising Agents, Sampler, sodalime,budock seal, bulk cylinder regulator, Ambu bag, Test lung, O2 regulator in the cylinder side,N2O regulator cylinder side,O2 and N2O cylinder
5	Anaesthesia Workstation	Patient Circuit, breathing bag, face mask, filters, Gas Sample lines, Laryngeal Air Masks, Vaporising Agents, Sampler ,soda lime, budock seal, bulk cylinder regulator, Ambu bag, Test lung, O2 regulator in the cylinder side,N2O regulator cylinder side,O2 and N2O cylinder, Disposable Masks, Breathing Circuits, HME Filters, Inspiratory and expiratory Filters
6	Audio Meter	Ear tips and electrodes
7	Autoclave Horizontal/Vertical	1. Printer ribbon and rolls, B & D Test Pack, Biological Indicators, Adhesive tapes 2. Two (2) times replacement of Heating Coil (ISI mark) per barcode per year shall be the responsibility of Service Provider except wilfully damage. However beyond that consumption it is the responsibility of the respective institutions.
8	Automated Urine Analyzer	Reagents, printer Roles, Cleaning Solutions
9	Automatic Film Processor	Cassette, Chemicals (related to developer, fixer),Roller
10	Blood donor couch (Remote based)	Rexin Covers, Pillows, Paper Rolls, Blood Bags
11	Baby Weighing Machine	Nil
12	Bi-pap Machine	Masks, Breathing Circuit, HME Filters, Tubings, Bacterial filter.

13	Bipolar Cautery Machine	1. Disposable cautery cable, Pencil, tweezers and return electrode Pads/ Patient plate shall be the responsibility of the respective institutions. 2. Repair of reusable cautery cable, Pencil and return electrode Pads/ Patient plate shall be done by Service Provider if possible and replacement of the same, if required, shall be the responsibility of the respective institutions.
14	Biosafety Cabinet / Laminar Flow	Hepa Filter, UV Light
15	Blood Bank Refrigerator	Thermal Graph Paper, Chart Paper, Ink pens, channel try
16	Blood Cell Counter - 3 part	Controls, Reagents, All tubing and waste bottle
17	Blood Cell Counter - 5 part	Controls, Reagents, All tubing and waste bottle
18	Blood Collection Monitor	Blood Bags
19	Blood Component Separator	Blood Bags
20	Blood Gas Analyzer (ABG Machine)	Reagents, Gases, printer paper, Syringe tips, Cleaning Solutions ,Controls, Cassette/Cartridge
21	Blood Mixer(Roller Mixer)	Test tubes
22	Drill System & Battery Charger (Ortho,ENT,Neuro,Cardiac& Dental)	Drill Bits
23	Boyles Apparatus	Patient Circuit, breathing bag, face mask, filters, Gas Sample lines, Laryngeal Air Masks, Vaporising Agents, Soda lime
24	BP Apparatus	Bladder, Cuff, BP bulb with valve
25	C R System	IP Cassettes, X-Ray Films, UPS Battery associated with Computer System
26	C-Arm Machine	Drapes , lead aprons, lead apron stand, Thyroid guard, Thyroid goggle
27	C-pap Machine	Masks, Breathing Circuit, HME Filters
28	COOLING CENTRIFUGE	Tube holder and Tubes
29	CPM-Continuous Passive Motion	Disposable Patient pads
30	CTMT Machine	Chest/ECG Electrodes, Printing Paper
31	Cardioscope	Nil
32	Centrifuge Machine	Tube holder and Tubes
33	Clinical Specular Microscope	Nil
34	Coagulation Analyzer	Reagents, control, cuvette
35	Cold Light Source	Xenon/LED Lamp
36	Colorimeter	Controls, Reagent, cuvette, glass accessories, Test tubes.
37	Compressor	NIL
38	Corneal Topography	NIL
39	Defibrillator	Disposable Pads, Gel, printing paper, Chest/ECG electrodes

40	Dental Chair Unit	Rexin Covers, suction tips, Bowls, Scaller and Rotor
41	Dental Drill Machine-Hand Piece	Drill Bits, Dental Burr
42	Dental Scalar	Dental Burr, Attachments.
43	Dental X-Ray Machine	Cassettes, X-Ray Films, Chemicals for development of film.
44	Digital Photo Calorimeter	Strips, Sensor cleaner
45	HD Laparoscope System (Surgery,O&G,ENT, Orthopaedic,Urology,Neurosurgery&Spine,PaediatricSurgery,Pulmonary etc.)	Service Provider has to Repair of all laparoscopic devices( Image processor with camera head, Light source, Fibre Optic Cable, Insufflator, Suction-irrigation Unit, Monitor and Recording devices. Service Provider has to provide all types of washers, springs etc. as and when required. However replacement of broken /damaged instrument as a whole or any of the parts shall be the responsibility of the respective institutions.
46	Single Puncture Laparoscope System	Service Provider has to Repair of all laparoscopic devices(Image processor with camera head, Light source, Fibre Optic Cable, Insufflator, Suction-irrigation Unit, Monitor and Recording devices. Service Provider has to provide all types of washers, springs etc. as and when required. However replacement of broken /damaged instrument as a whole or any of the parts shall be the responsibility of the respective institutions
47	ECG Holter Electrocardiogram	Chest/ECG electrodes, Printing Paper, Gel
48	ECG Machine	Chest/ECG electrodes, Printing Paper, Gel
49	ECG Monitor	Chest/ECG electrodes, Printing Paper, Gel
50	Electric OT table	Nil
51	ELISA Reader with washer	Reagents, Controls , waste bottle
52	ENT Patient Chair	Nil
53	ESR Analyzer	Reagents, Controls , waste bottle
54	Electric Weighing Machine	Nil
55	Electrolyte Analyzer	Reagents, Gases, printer paper, Syringe tips, Seals, Cleaning Solutions, Controls
56	Endoscope	Instruments supplied along with Endoscope system, Vaccum Jars &tubings
57	External Pacemaker	Disposable Leads and Chest electrodes, Gel
58	Operating Microscope (Eye,ENT,Neuro& Plastic Surgery)	Xenon/LED Lamp
59	Flame Photometer	Cleaning solutions
60	Fogging Machine	Fumigation Solutions, Filter
61	Foetal Doppler	Gel and Paper
62	Foetal Monitor	Gel and Paper

63	Fiberoptic Laryngoscope	Nil
64	Freezes	Storage trays
65	Fully Automated Clinical Chemistry Analyzer	Reagents, Controls and Cuvette
66	Haemoglobin Analyzer	Reagents, Controls and Printing Paper
67	Haemoglobin meter	Reagents, Controls and Printing Paper
68	Coagulation Analyzer	Reagents, Controls and Printing Paper
69	Hot Air Oven	Trays
70	Hydraulic Operation Table	Rexin Covers and silicon Bolsters
71	Incubator	Trays
72	Indirect Ophthalmoscope	Nil
73	Instrument Sterilizer	Two (2) times replacement of Heating Coil (ISI mark) per barcode per year shall be the responsibility of Service Provider except wilfully damage. However beyond that consumption it is the responsibility of the respective institutions.
74	ICU Bed	Mattress, Rexin Covers
75	Keratometer	Nil
76	Light cure unit	Nil
77	MTP Suction apparatus electrically operated	Suction Tips
78	Micropipettes	Tips
79	Micro plate Reader	Reagents, controls and bottles
80	Mobile ( Portable ) X-Ray Machine	Cassettes, X-Ray Films
81	Microscope	Immersion oil, Lens Cleaner
82	Multi-Para Monitor	Chest Electrode
83	Ultrasonic Nebulizer	Mask, Tubing, Sample Cup
84	O.T. Light Double Dome	Nil
85	O.T. Light Single Dome	Nil
86	Direct Ophthalmoscope	Nil
87	Oxygen Concentrator	1. Filters, Face Mask, Sieve bed/Cannister 2. Two (2) times replacement of Jar per Barcode per year shall be the responsibility of Service Provider except wilfully damage. However beyond that consumption it is the responsibility of the respective institutions.
88	Phacoemulsification Machine	Cassettes and tubings
89	Photoelectric Calorimeter	Strips, Sensor cleaner
90	Phototherapy Unit	UV/CFL Lamp
91	Plasma Sterilizer	Printing Paper, Plasma Cartridges and test indicators

92	Platelet Incubator Cum Agitator	Nil
93	Pulse Oxymeter	Nil
94	Radiant Heat Warmer	baby tray, Rixin
95	Semi Automated Chemistry Analyzer	Reagents, Controls, Paper rolls, Cuvette, waste bottle
96	Shortwave Diathermy	Nil
97	Slit Lamp	Nil
98	Spot Light (Portable )	Nil
99	Streak Retinoscope	Nil
100	Suction Machine	Two (2) times replacement of Suction Jar and Tubing per Barcode per year shall be the responsibility of Service Provider except willfully damage. However beyond that consumption it is the responsibility of the respective institutions.
101	Synoptophore	Nil
102	Syringe Pump	Nil
103	Volumetric Infusion Pump	Nil
104	TRACTION System	Nil
105	Tonometer	Nil
106	Tube Sealer for Blood bags	Blood Storage Bags, Sealing Gun
107	Ultra Sonic Piezo type scalar	Scaler
108	Ultra Sonography (USG)/Color Doppler Machine	1. Gel and Thermal paper, UPS Battery associated with Computer System 2. Repair of all probes shall be done by Service Provider, if possible. One (1) time replacement of All probes per Barcode per year shall be the responsibility of Service Provider, if required. However, beyond that consumption it is the responsibility of the respective institutions.
109	ECHO Machine	1. Gel and Thermal paper, UPS Battery associated with Computer System 2. Repair of all probes shall be done by Service Provider, if possible. One (1) time replacement of Echo Probe per Barcode per year shall be the responsibility of Service Provider, if required. However, beyond that consumption it is the responsibility of the respective institutions.
110	Ultrasonic Cleaner	Nil
111	Ultrasound Therapy Machine	Gel, Patient Plate
112	Urine Test Strip Analyzer	Reagent Strips, Reagent, Control and UPS battery
113	VDRL Rotator (Rotor and Shaker)	Nil
114	Ventilator	Disposable Masks, Breathing Circuits, HME Filters/ Bacteria filter, Inspiratory and expiratory Filters

115	Vessel Sealing System With Bipolar Plasma Resection	Disposable Sealers & Patient Plate
116	Vitrectomy Machine	Tubings & Cassettes
117	Water Bath	Nil
118	Wax Bath Machine	Wax
119	Mammography	X-ray Films, cassettes, Chemical (related to developer, fixer), lead aprons, lead apron stand, Bucky tray, Thyroid guard, Thyroid goggle
120	Cath lab	Lead aprons, lead apron stand, Lead guard, Thyroid guard, Thyroid goggle, UPS Batteries.
121	CT	lead aprons, lead apron stand, Thyroid guard, Thyroid goggle, UPS Batteries
122	MRI	UPS Batteries
123	Brachytherapy	Radioactive Source(Cobalt 60/ Iridium 192),Hose pipes & tubings and other Consumables/Disposables as per OEM declaration
124	Cobalt	Radioactive Source(Cobalt 60/ Iridium 192) and other Consumables/Disposables as per OEM declaration
125	LINAC	Hose pipes & tubings and other Consumables / Disposables as per OEM declaration
<p><b>NB-</b></p> <p>1.(i) The X-ray films, X-ray cassettes, patient circuits, Chest/ECG electrodes, UPS batteries and other consumable &amp; disposable items are excluded from the scope of service provider (Service Provider).</p> <p>(ii) The spare parts and accessories to be supplied by the Service Provider should be from OEM / authorized representatives and replace it in the machine without changing the performance of the machine as per the OEM Specification and user satisfaction &amp; standards (from approved quality standards such as ISI/CE/USFDA/ISO/Manufacturers etc.).</p> <p>(iii) For system calibration, the desired <b>calibrator &amp; Preventive Maintenance (PM) kit</b> shall be the scope of the service provider but the reagents/cartridges shall be the responsibility of the respective institutions.</p> <p>(iv) The service provider shall have obligation to repair any equipment damaged by the user willfully /due to any natural Calamities / due to rodents/ water seepage at the facility. But the necessary cost in this regard shall be borne by the concerned institutions.</p> <p><b>2. If any other consumable/disposable is found to be not defined and not covered in the above mentioned list for the respective equipment, the same shall be put into the list after obtaining due declaration from the corresponding OEM. Such inclusions in the list shall be placed before the quarterly performance review meeting for consideration and approval.</b></p>		

**DRAFT AGREEMENT  
(To be submitted in Technical Bid Envelop)**

This Agreement made at Bhubaneswar on .....day of , 20

**BETWEEN**

**Odisha State Medical Corporation Ltd.** [hereinafter referred to as "OSMCL"] a company incorporated under the Companies Act., 1956, a Govt. of Odisha undertaking ("OSMCL" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives, successors and assigned) with its Head office at Convent Square, Bhubaneswar-751007 by the Government of Odisha represented by the Managing Director (hereinafter called "**CLIENT**") of the ONE PART. **AND**..... (Name and Address of Service Provider) ..... (Hereinafter "the Service Provider"), (which expression shall unless repugnant to the context of meaning thereof, be deemed to mean and include its executors, administrators, legal representatives, successors and assigns) (hereinafter called "**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 State Government of Odisha and Department of Health & Family Welfare, have strengthened the service/maintenance of the biomedical equipment in the hospitals under the H & FW Dept., Government of Odisha, on the lines of Public Private Partnership under the guidance of Government of India.

Biomedical Equipment 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 equipment 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.

**AND WHEREAS** the OSMCL had invited tender as per the guidelines issued by the Government of India for the Biomedical Equipment maintenance service in the State of Odisha supported by 24x7x365 days call centre vide Tender Reference No. .... dated .....

The Service Provider has inspected the hospitals, locations and has satisfied himself by careful examination before submitting his Bid 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 Bid 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 Bid and has submitted technical and price bids as required by the Bid.

The Bid 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 Bid 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** Service Provider participated in the above Tender and qualified as the successful Bidder to provide Biomedical Equipment Maintenance Service in all Government Health Care delivery institutions down to the level of PHC under the Health and Family Welfare Dept. of Odisha supported by 24x7x365 days call centre. The final rate offered by Service Provider was .....% (Inclusive of GST) of the total equipment inventory asset value per year for five years with escalation of 03% (Three percent) only per annum (inclusive of GST) upon the quoted percentage, from second year onwards, to be applicable strictly subject to performance of the Service Provider. The total equipment as per final the inventory is Rs ..... and the total cost of equipment out of warranty and AMC/CAMC is Rs ..... As per the final rate offer of SERVICE PROVIDER in the tender accepted by tender Inviting Authority, the contract value is Rs..... (Inclusive of GST) for the first year.

**AND WHEREAS** The Notice for Award of Contract was issued to the Service Provider vide ..... dated .....inviting to execute the contract. Service Provider was provided time ..... for implementation of the project in the State of Odisha. Service Provider has submitted the performance security of Rs. .... vide Bank Guarantee No. .... /dtd. ...., which will expire on Dt. ....

**AND WHEREAS** The prices & contract status of equipment were checked and the final agreed inventory was agreed upon.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. Contract Period: This contract shall be deemed to have come into force on Dt. ....for a period of 5 (five) years subject to annual performance review, renewable every year strictly subject to performance and subject to other covenants in this agreement.
2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Bid document referred to.
3. 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 Bid 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
4. The Service Provider hereby agrees to provide services as per the terms and conditions stipulated in the Bid.
5. 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
6. 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.

IN WITNESS WHEREOF the parties herein below have executed these presents on the day, month and year first above written. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.

The following documents shall be deemed to form and be read & constructed as integral part of this Agreement, viz.:

- Bid Terms and Conditions and other scope of services of the bid reference no. cited above including subsequent amendments/clarifications;



**Bank Guarantee Format for furnishing EMD**

Whereas..... (hereinafter called the "tenderer") has submitted their offer dated..... to provide with Biomedical Equipment Maintenance Service in the State of Odisha..... (hereinafter called the "tender") against the purchase's tender enquiry No.....

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

Sealed with the common seal of the said Bank this ..... day of .....20.....

THE CONDITION OF THIS OBLIGATION ARE:

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

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

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

We ..... the .....Branch.....undertake not to revoke the guarantee during its currency expect with the previous consent of the ODISHA STATE MEDICAL CORPORATION LTD. in writing.

We the .....Branch..... further agree that a mere demand by ODISHA STATE MEDICAL CORPORATION LTD. is sufficient for us..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot be valid ground for us.....Branch to decline payment to ODISHA STATE MEDICAL CORPORATION LTD.

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

.....  
Name and designation of the officer

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

Our Bank details for generating Bank Guarantee are as follows:  
ACCOUNT NO. 006101059948, IFS Code – ICIC0000061,  
ICICI BANK, KHARABEL NAGAR, UNIT-III, BHUBANESWAR

**Bank Guarantee Format for Performance Security**

To

The Managing Director  
Odisha State Medical Corporation Ltd.,  
Convent Square, Unit-III, Bhubaneswar-751007

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 supplier 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 obligation in accordance with the contract.

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

We the .....Branch..... under take not to revoke the guarantee during its currency expect with the previous consent of the ODISHA STATE MEDICAL CORPORATION LTD. in writing.

We .....Branch..... further agree that a mere demand by ODISHA STATE MEDICAL CORPORATION LTD. is sufficient for us..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us..... Branch to decline payment to ODISHA STATE MEDICAL CORPORATION LTD.

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

.....  
Name and designation of the officer

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

Our Bank details for generating Bank Guarantee are as follows:  
ACCOUNT NO. 006101059948, IFS Code – ICIC0000061,  
ICICI BANK, KHARABEL NAGAR, UNIT-III, BHUBANESWAR

**ANNUAL TURN OVER STATEMENT**  
**(To be submitted in Technical Bid Envelop)**

(To be submitted in **Part – I Technical Bid**)

The Annual Turnover for the last three financial years of M/s. \_\_\_\_\_ who has been operating Medical Equipment Maintenance Services supported by a Centralized call Centre are given below and certified that the statement is true and correct.

<b>Sl.No.</b>	<b>Financial Year</b>	<b>Turnover in (Rs) both in words and figures</b>
<b>1</b>	<b>2022-23 OR 2023-24</b>	
<b>2</b>	<b>2023-24 OR 2024-25</b>	
<b>3</b>	<b>2024-25 OR 2025-26</b>	
	<b>Average</b>	

Date:

Place:

Signature of Auditor/  
Chartered Accountant

(Name in Capital)

Seal

Membership No.

UDIN No.

**N.B:**

This turnover statement should also be **supported by** copies of audited **annual statement** of the last three years / **Annual Report** and the turnover figure should be **highlighted** 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.)*

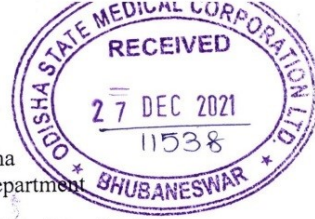
**C) Details of Call Centre Approach:**

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

**CONDEMNATION GUIDELINE**



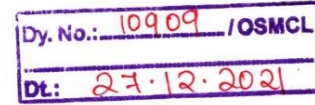
Government of Odisha  
Health & Family Welfare Department



No. 34050 /H&FW Date 22-12-2021  
HFWS-SCH-I-MED-0005-2019

From

Dr. Ajit Kumar Mohanty,  
Special Secretary(PH) to Govt.



To

The DHS, Odisha, Bhubaneswar  
The DMET, Odisha, Bhubaneswar  
The DFW, Odisha, Bhubaneswar  
The DPH, Odisha, Bhubaneswar  
The AFA-cum-Deputy Secretary to Govt., H & FW Deptt.  
The Biomedical Engineer, OSMCL(o)  
The Senior Consultant, Procurement, NHM(O)  
The GM, Equipment, OSMCL(O)  
The JD, SDMU(O)

Sub:

Minutes of State level Condemnation Committee meeting  
held on 04.12.2021 at 3.30 PM.

Sir,

With reference to the subject cited above, I am to share with you, the minutes of meeting of State level Condemnation Committee meeting under the Chairmanship of the Special Secretary(PH) to Govt., H & FW Department on 04.12.2021 at 3.30 PM at Conference Hall of Combined Health Directorate.

Yours faithfully,

Encl: Minutes of the meeting as mentioned above.

Special Secretary(PH) to Govt.  
Cum-Chairperson  
State level Condemnation Committee Meeting

**Minutes of State Level Condemnation committee meeting convened under the Chairmanship of Special Secretary (PH) to Govt, H & FW Dept., Govt. of Odisha on 04.12.2021 at 3.30 P.M. at DPH Conference hall, Combined Directorate, Bhubaneswar.**

State Level Condemnation Committee meeting was convened on 04.12.2021 at 3.30 P.M. under the Chairmanship of Special Secretary (PH) to Govt, H & FW Dept., Govt. of Odisha at DPH Conference Hall, Combined Directorate, Bhubaneswar.

The list of attended members is attached at Annexure-A.

The meeting was started with a welcome note by the DPH (O) by welcoming all the participants present in the meeting and requested the Chairman for an inaugural address. In reply to which, the Special Secretary (PH), Odisha briefed about the requirement of the said meeting by elaborating the 3<sup>rd</sup> paragraph of the order no- 2680, dated 31.01.2020 of the Joint Secretary to Govt, H & FW Dept., Govt. of Odisha as "In order to revise the financial stipulation mentioned at point no. 3 to 9 of the guidelines issued earlier vide letter no- 5038/H, dated 12.02.2013 by constituting the said committee."

Accordingly, the AD (WM) cum Member Convener, State Level Condemnation Committee briefed the point no. 3 to 9 of the guidelines issued earlier vide letter no- 5038/H, dated 12.02.2013 before the committee & requested to put forth the suggestions for submission of report/recommendation to Govt. In reply to which committee suggested the details as follows:

Point no. of guidelines vide letter no- 5038/H, dated 12.02.2013	Point details as per the previous guideline vide letter no- 5038/H, dated 12.02.2013	Suggested amendment by the committee	Remarks
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	Unserviceable equipment, where the purchase price is <b>Rs. 10.00 lakh</b> or less per unit may be condemned by the concerned CDMO of the district on recommendation of the district level committee as per norm.	Rs. 10.00 lakh instead of Rs. 5.00 lakh as per increasing in their purchase capacity
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	Unserviceable equipment, where the purchase price is <b>Rs.10.00 lakh to Rs.7.00 crore</b> per unit may be condemned by the DHS (O) on recommendation of the Dist. Committee for peripheral health institutions. Similarly, by DMET	Amount range Rs. 10.00 lakh to Rs. 7.00 crore instead of Rs. 5.00 lakh to Rs. 5.00 crore as per increasing in their purchase

	Medical Colleges.	Committee for Govt. Medical Colleges as per norm.	
5	<p>Unserviceable equipment, where the purchase price is more than Rs.5.00 crore per unit may be condemned with approval of Govt. in H &amp; FW Deptt. Necessary proposal with recommendation of the Dist. Committee for peripheral health institutions is to be forwarded by D.H.S (0). Similarly, for Medical Colleges, proposal with recommendation is to be moved by DMET (0). 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.</p>	<p>Unserviceable equipment, where the purchase price is more than <b>Rs.7.00 crore</b> per unit may be condemned with approval of Govt. in H &amp; FW Deptt. Necessary proposal with recommendation of the Dist. Committee for peripheral health institutions is to be forwarded by D.H.S (0). Similarly, for Medical Colleges, proposal with recommendation is to be moved by DMET (0). 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.</p>	<p>Rs. 7.00 crore instead of Rs. 5.00 crore as per increasing in their purchase capacity</p>
6	<p>Equipment lying unserviceable for a long period, particularly purchases before the year of 2000 shall be considered for condemnation in the first instance. <b>(Note: Unused should not be mis-conceived as unserviceable.)</b></p>	<p>Equipment lying unserviceable for a long period, particularly purchases before the <b>date 31.03.2008</b> shall be considered for condemnation in the first instance. <b>(Note: Unused should not be mis-conceived as unserviceable.)</b></p>	<p>Date is fixed to 31.03.2008 instead of year 2000 as per the total depreciation period for approximately 10 years + additional 3 years.</p>
7	<p>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 repairable and if repair is undertaken, the cost of the repair shall be more that 50% of the purchase price of the materials.</p>	<p>Materials other than instruments and equipment such as furniture's, fixtures, BCL (Bedding, Clothing &amp; Linen) items etc. shall be condemned only after recording a certificate by the heads of the institution that the items are not repairable and if repair is undertaken, the cost of the repair shall be more that 50% of the purchase price of the materials.</p>	<p>Unchanged</p>

8	<p>The committee shall recommend condemnation of the instruments, equipment, furniture's and fixtures etc. and refer the case in the following manner:</p> <p>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).</p> <p>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 &amp; Rule-117 of OGFR, Vol.-I.</p>	<p>The committee shall recommend condemnation of the instruments, equipment, furniture's and fixtures etc. and refer the case in the following manner:</p> <p>a) Periphery health institutions to DHS(O)  b) Medical Colleges to DMET(O) and  c) Purchase amount exceeding <b>Rs.7.00 crore</b>, DHS (O)/ DMET (O) to be sent to Govt. for approval.</p> <p>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 &amp; Rule-117 of OGFR, Vol.-I.</p>	<p>Rs. 7.00 crore instead of Rs. 5.00 crore</p>
9	<p>The sale proceeds is to be deposited in the appropriate receipt Head of account of Govt.</p>	<p>The sale proceeds is to be deposited in the appropriate receipt Head of account of Govt.</p>	<p>Unchanged</p>

Further committee suggested to amend the order vide order no-22984, dated 13.08.2021 as follows:

1. Point no. 4 of District Committee & Point no. 6 of Committee for Govt. MC & H; the member of the committee may read as **Bio Medical Engineer under OSMCL (O)** instead of **Bio Medical Engineer under SEMU** as presently no such Bio Medical Engineer available under SEMU.
2. Inclusion of Accounts Officer to be taken as a member in the District Committee.

Meeting ended with vote of thanks to all members.

  
20.12.21

**Special Secretary (PH) -cum- Chairman  
State Level Condemnation Committee  
H & FW Dept., Govt. of Odisha**

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

<b>Name of the Bidder:</b>			
<b>Sl. No</b>	<b>Item</b>	<b>Whether included Yes / No</b>	<b>Page No.</b>
1	Check list as per <b>Appendix XX</b>		
2	Bid Document Cost (Scanned copy of the DD in PDF)		
3	E.M.D Cost [Scanned copy of the DD / BG (as per Appendix XV) in PDF] Original Instrument of the bid document cost & EMD (s) in a sealed envelope must reach the Tender Inviting Authority by post/courier. The original instrument will only be received after closing date of online bid submission and within the date and time of opening of online technical bid falling which the bid shall be rejected.		
4	Covering letter as per Appendix I		
5	Declaration Affidavit as per Appendix IV		
6	Project Undertaking as per Appendix VI		
7	Information regarding Service Provider as per Appendix X		
8	Details of Eligible experience of Service Provider and Proof of pre-qualification criteria as per clause no-5.2 as per Appendix XI		
9	Undertaking regarding deployment of minimum 100 nos. of experienced Service Engineers (BE/B. Tech) and 200 Technician (Diploma/ITI) on their existing/running Biomedical Equipment Maintenance and Management Programme in any State of India duly certified from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) as per Appendix XII		
10	Draft Agreement copy as per Appendix XIV		

11	<p>The documents such as work orders, performance reports from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency), agreement from the user institutions proving that the bidder has at least Five (05) years/Three (03) years of continuous experience (till the date of opening of technical bid) in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme awarded directly by any State Government/Government Medical Corporation/PSU/NHM of any state in India through a centralized call centre and by deploying Engineers and technicians as mentioned in tender clause 5.2 (iii)</p>		
12	<p>List of Hospitals / States where Bio-medical equipment maintenance is done / ongoing by the Service Provider with year and period of contract, name/designation of the contact person, phone number/fax/email. [Bidder should provide details of experience of only those Projects of "providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider that would be accessible through a 24- hour toll free number (Centralized Call Centre)." which is undertaken by it under its own name]</p>		
13	<p>Documents to prove that the Service Provider has at least 5 years Experience of Web Based Live Dashboard with Centralized Automatic Service Call Centre of capacity adequate to meet the complaints from the number of facilities as expressed in the contract agreement.</p>		
14	<p>Undertaking regarding the Service Provider have adequate skilled Biomedical engineering human resource to meet the work load which may be expressed as minimum number of engineers per facility/zone/ district/state. Undertaking to equip its trained Biomedical engineering human resources shall also be furnished in the technical bid.</p>		

15	<p>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.)</p> <ol style="list-style-type: none"> <li>Memorandum of Association and Articles of Association / Incorporation Certificate.</li> <li>Proprietary Registration Certificate</li> <li>Partnership deed.</li> <li>Society Registration Certificate.</li> </ol>		
16	<p>Annual Turnover Statement for last three financial years certified by Chartered Accountant as per Appendix-XVII along with Annual Report, Audited Balance sheet, Audited P&amp;L Statement, IT Returns for last three financial years i.e. <b>2022-23, 2023-24 &amp; 2024-25</b> OR <b>2023-24, 2024-25 &amp; 2025-26.</b></p>		
17	<p>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. as per Appendix XVIII</p>		
18	<p>Copy of Amendment published (if any) signed by the bidder or the authorized signatory.</p>		
19	<p>Copy Of PAN Card</p>		
20	<p>Copy of Original documents defining the constitution or legal status and place of registration</p>		
21	<p>Copy of GST Registration Certificate</p>		
22	<p>Copy of Quality Certificates of the organization (As per Pre-Qualification criteria Clause no.5.2).</p>		