

Rajasthan Medical Services Corporation Limited, Jaipur

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No. F-8() RMSC/EPM/M-2/17-18/NIB-320/ 1025

Dated: 15.3.2018

CLARIFICATION/CORRIGENDUM/ADDENDUM

Sub:- The Rate Contract for Repair & Maintenance of Bio-Medical Equipment in Rajasthan under NIB No. F-8() RMSC/EPM/M-2/17-18/NIB-320/891 dated 27.02.18

In Reference to subject cited above and NIB-320, the various representations received from the firms and issues raised by the Bidders are examined by the competent Authorities and purchase committee. The following Clarification/Corrigendum/Addendum is issued for inclusion in Bid document as below:-

Existing Clause	Amendment in Existing clause
<p>SECTION-II: BID DATA SHEET (BDS)</p> <p>1. Introduction: Project Objectives or Scope of work</p> <p>(vii). The service provider will rely on the existing complaint logging system which are :-</p> <p>(a) Through Toll free number with IVRS mechanism to be provided by service provider. (A toll free phone number that connects to the Customer call centre should be acquired by the service provider. Maintenance service provider shall establish and operate an exclusive customer care centre for 24*7 days of the week and 365 days of the year for this propose.)</p> <p>(b) Through online e-Upkaran software and</p> <p>(c) Through mobile e-Upkaran app (EMMS).</p>	<p>SECTION-II: BID DATA SHEET (BDS)</p> <p>1. Introduction: Project Objectives or Scope of work</p> <p>(vii). The service provider will rely on the existing complaint logging system which are :-</p> <p>(a) Through Toll free number with IVRS mechanism to be provided by service provider. (A toll free phone number that connects to the Customer call centre should be acquired by the service provider. Maintenance service provider shall establish and operate an exclusive customer care centre for 24*7 days of the week and 365 days of the year for this propose.)</p> <p>(b) Through online e-Upkaran software and</p> <p>(c) Through mobile e-Upkaran app (EMMS).</p> <p>Provision for response to service provider by hospital authority :-</p> <p>After logging the complaint, concerned health facility incharge and service provider shall establish live contact bilaterally. The name and contact numbers of the contact person of both the parties will be displayed to each other through e-Upkaran software.</p> <p>If health facility incharge does not give response to service provider, the service provider should immediately contact the next higher authority of the concerned health facility incharge.</p> <p>The concerned next higher authority shall ensure the response of health facility incharge.</p>



<p>SECTION-II: BID DATA SHEET (BDS) 1. Introduction: Project Objectives or Scope of work (viii). i) The Service Provider shall develop and provide their data as per the software compatibility. The Service Provider may give suggestions for updating the software periodically as per the requirement. Any hardware which requires replacement/upgradability with respect to the latest technological advancement, which in turn enables to make the medical and healthcare services under this Agreement faster and more efficient, shall also be suggested by the Service Provider during the Agreement period.</p>	<p>SECTION-II: BID DATA SHEET (BDS) 1. Introduction: Project Objectives or Scope of work (viii). i) The Service Provider shall develop and provide their data as per the software compatibility. The Service Provider may give suggestions for updating the software periodically as per the requirement. Any hardware which requires replacement/upgradability with respect to the latest technological advancement, which in turn enables to make the medical and healthcare services under this Agreement faster and more efficient, shall also be suggested by the Service Provider during the Agreement period.</p> <p>Provision for signing of visit report/ service report by hospital authority :- If health facility incharge does not sign the visit report/ service report, the service provider should immediately contact the next higher authority of the concerned health facility incharge. The concerned next higher authority shall ensure the signing of visit report/ service report.</p>
<p>SECTION-II: BID DATA SHEET (BDS) Clause no. 1, viii) v) Service provider will provide monthly report duly signed by the Health facility in-charge for all new equipment added in the software. This added inventory cost shall be included in the amount in monthly Invoices.</p>	<p>SECTION-II: BID DATA SHEET (BDS) Clause no. 1, viii) v) Service provider will provide monthly report duly signed by the Health facility in-charge for all new equipment added in the software. This added inventory cost on the basis of above service report or e-Upkaran Software shall be included in the amount in monthly Invoices.</p>
<p>SECTION-II: BID DATA SHEET (BDS) Clause no. 1 (xi). The service provider shall keep adequate and necessary stock of spares at all districts for resolution of service call within the stipulated time as per bid document.</p>	<p>SECTION-II: BID DATA SHEET (BDS) Clause no. 1 (xi). The service provider shall keep adequate and necessary stock of spares at all required locations for resolution of service call within the stipulated time as per bid document.</p>
<p>SECTION-II: BID DATA SHEET (BDS) 2.7 Joint venture/Sub-letting will not be allowed.</p>	<p>SECTION-II: BID DATA SHEET (BDS) 2.7 Sub-letting will not be allowed.</p>



<p>SECTION III: EVALUATION AND QUALIFICATION CRITERIA 2. Qualification Criteria Clause No. 3 Contractual experience:- The bidder shall be an original service provider for Repair and Maintenance, who should be an individual company/Firm/Co-operative Society (Consortiums or Joint Ventures are not allowed). Sub-letting of the contract shall not be permitted.</p>	<p>SECTION III: EVALUATION AND QUALIFICATION CRITERIA 2. Qualification Criteria Clause No. 3 Contractual experience:- The bidder shall be an original service provider for Repair and Maintenance, who should be an individual company/Firm/Co-operative Society (Joint Ventures are allowed. Consortiums are allowed however the agreement shall be executed between RMSCL and all consortium members (Maximum 3) and the SPV created by the members of consortium.) Sub-letting of the contract shall not be permitted.</p>
<p>BF IV: Note:- The Net Rate in percentage for col.2 is indicate the percentage for Estimated Total Value of biomedical Equipments as per table-1 : Rs. 333 Crore in BOQ.</p>	<p>BF IV: Note: Bid price should be quoted in-terms of percentage of total inventory value of equipment and machinery as indicated in table-1 or appended table-1(If new equipment and machinery will be procured and added into list), as the case may be. Service provider will be paid only for equipment which is not under any other type of repair contract/Warranty/Gauranty.</p>
<p>SECTION V: SCHEDULE OF REPAIR AND MAINTENACE 3.5 Bidders are requested to send with bid, printed descriptive literature of the Company profile. Including list of existing engineers and vehicles to transport for assurance of smooth services at their current on-going organization. (i) Bidders are requested to send with bid, printed descriptive literature of the Company profile. (ii) If Bidder have rate contract for repair & maintenance of biomedical equipments with any other Govt. instititions in proceeding five years, he may be asked to provide copies of purchase/work orders, invoices and rate contract.</p>	<p>SECTION V: SCHEDULE OF REPAIR AND MAINTENACE 3.5 Bidders are requested to send with bid, printed descriptive literature of the Company profile. Including list of existing engineers and vehicles to transport for assurance of smooth services at their current on-going organization. (i) Bidders are requested to send with bid, printed descriptive literature of the Company profile. (ii) If Bidder have rate contract for repair & maintenance of biomedical equipments with any other institutions, Purchase Order copy/ work order or Invoice copy and satisfactory completion certificate with satisfactory work performance certificate issued by client should be submitted in technical bid for the same.</p>
<p>SECTION VI A:-GENERAL CONDITIONS RATE CONTRACT (GCC) 5. Comparison of rates: (i) Only net rates should be quoted. GST Rates will be shown separately or cash discounts should be offered. Rates must</p>	<p>SECTION VI A:-GENERAL CONDITIONS RATE CONTRACT (GCC) 5. Comparison of rates: (i) Only net rates should be quoted. GST Rates will be shown separately. Rates must be</p>



be valid for the entire contract validity period.

- (ii) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates.
- (iii) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.
- (iv) (A) No part of the bid document should be detached/ deleted.
(B) The bidder shall sign with seal on every page of the bid form and terms & conditions in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid items, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (v) Any change or insertion of any other condition or stipulation in the above terms of **supplies** are not allowed and if so found, this shall render the bid to be rejected without notice.

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- (v) Any change or insertion of any other condition or stipulation in the above terms of **bid document** are not allowed and if so found, this shall render the bid to be rejected without notice.

**SECTION VI A:-GENERAL CONDITIONS
RATE CONTRACT (GCC)****10. Rejection:**

Notwithstanding anything contained in this bid, the procuring entity reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.

The Authority reserves the right to reject any bid if:

- (i) At any time, a material misrepresentation is made or uncovered,
- (ii) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- (iii) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this bid, be liable to be terminated, by a communication in writing by the procuring entity to the Bidder, without the procuring entity being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some

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- (iii) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this bid, be liable to be terminated, by a communication in writing by the procuring entity to the Bidder, without the procuring entity being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.



defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., RMSC Ltd., Rajasthan Jaipur shall be final.

- (iv) The Bidder shall be responsible for all repair and maintenance work of biomedical equipments at medical institute level to the consignee. No extra cost on such account shall be admissible for repair and maintenance work of biomedical equipments.

**SECTION VI A:-GENERAL CONDITIONS
RATE CONTRACT (GCC)**

13. Procuring entity's right to vary quantity:

- (i) The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the procuring entity, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given contract period and the monetary value for the maintenance of the added equipment shall be included in the **subsequent years**, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.

**SECTION VI B: SPECIAL CONDITIONS
RATE CONTRACT (SCC)**

1. f). A **quarterly preventive maintenance service will have to provide. If quarterly service will be skipped**, then penalty clause as defined in this bid document shall be applied.

**SECTION VI A:-GENERAL CONDITIONS
RATE CONTRACT (GCC)**

13. Procuring entity's right to vary quantity:

- (ii) The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the procuring entity, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given contract period and the monetary value for the maintenance of the added equipment shall be included in the **subsequent month**, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.

**SECTION VI B: SPECIAL CONDITIONS
RATE CONTRACT (SCC)**

1. f). A **preventive maintenance service (as per schedule) shall have to provide. If preventive maintenance service (as per schedule) is skipped**, then penalty clause as defined in this bid document shall be applied.

LETTER OF ACCEPTANCE

4. The quantity of equipments may be checked and in case there is any difference between your offer and the approved rate, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification

LETTER OF ACCEPTANCE

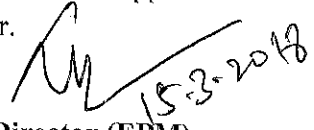
4. The service provider shall execute and setup of Service Centre with all facilities, Centralize Call Centre etc. within a period of 30 days from the date of dispatch of LOI. In the event of failure to execute the instructions in LOI, the entire bid security submitted by the Selected Bidder shall be forfeited. The service provider shall complete mapping (barcoding) of 148 types of equipments during first two months of contract period and also perform repair and maintenance along with mapping (barcoding). The service provider shall provide adequate and necessary vehicles to transport spares and engineers to all locations where biomedical equipments are located at district level from the date of commencement of the contract.

New Clause added in agreement:

13. **Force Majeure Clause** : If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the MD, RMSCL as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract by giving notice to the other party.

This corrigendum shall be signed and annexed with bid document.

All Other terms & conditions of bid shall remain the same. This bears an approval of Managing Director, Rajasthan Medical Services Corporation Limited, Jaipur.


Executive Director (EPM)
RMSCL, Jaipur

