



WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(wholly owned by Government of West Bengal)

Under Department of Health & Family Welfare

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Memo no. WBMSC/NIT-32/2021

Date: 08.02.2021

Amendment -X

NOTICE INVITING e-TENDER (e-NIT)

(Selection of agency for comprehensive maintenance of Bio-Medical equipment at the Super Specialty Hospitals (SSHs) of the State of West Bengal)
(Submission of Bid through www.wbtenders.gov.in)

The following amendments published in the tender documents are follows:

Sl. No.	Point No.	Heading	Existing Clause	Amendments Published as	Remarks
1	6	6. (a) Eligibility for Quoting: (page - 2)	a. The bidder (sole bidder or lead member of consortium) should have experience of handling similar comprehensive maintenance of Bio-medical equipment project in any State of India. at least 3(three) years experience of maintenance and repair of all medical equipment of 1 hospital with minimum 1000 beds or 2 hospitals with minimum 500 beds each or 10 hospitals with minimum 100 beds each	a. The bidder should have experience of handling similar comprehensive maintenance of Bio-medical equipment project in any State of India.	
		6. (a) Eligibility for Quoting: (page - 2)	ii. The sole bidder or the lead member should have entered into Comprehensive maintenance contract(s) of which cumulative value for at least 75 (seventy five) crore and valid for last three financial years (17-18,18-19& 19-20).	ii. The bidder should have entered into Comprehensive maintenance contract(s) of which cumulative value for at least 75 (seventy five) crore and valid for last three financial years (17-18,18-19 & 19-20).	
		6. (a) Eligibility for Quoting: (page - 2)	iii. The Bidder (sole bidder or Consortium) should be able to give evidence of existence /tie up of Centralized Call center for managing the bio	iii. The Bidder should be able to give evidence of existence /tie up of Centralized Call center for managing the bio medical equipment maintenance activity.	

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			medical equipment maintenance activity.		
		6. (a) Eligibility for Quoting: (page - 2)	iv. The Bidder (sole bidder or Consortium) must give an undertaking to equip its trained Bio Medical /Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also ensure that no equipment is transferred across health facilities to meet requirement at random as this could disturb patient care and planning at a given facility.	iv. The Bidder must give an undertaking to equip its trained Bio Medical /Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also ensure that no equipment is transferred across health facilities to meet requirement at random as this could disturb patient care and planning at a given facility.	
		e. Technical Qualification: (page - 3)	-	Technical Qualification: The organization must be ISO certified from the reputed Certification Registrar (BSI, DNV, Intertek, TUV, SGS or equivalent certification registrars)	In Addition
	15	Scope of Work (page - 8)	a. To maintain Biomedical Equipment in the SSHs supported by web based application for web base call logging and app based call logging system called Equipment Management Information System (EMIS) to be developed by the Service Provider. - source code??	a. To maintain Biomedical Equipment in the SSHs supported by web based application for web base call logging and app based call logging system called Equipment Management Information System (EMIS) to be developed by the Service Provider.	
			-	b. To report on use and utilization of the equipment installed at the SSHs along with maintenance once in each quarter. The service provider, initially for the first quarter shall pay frequent visit to the SSHs and bring the uses	In Addition

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				of the equipment to the notice of WBMSCL.	
			e. To provide 24x7, 365 days uptime of 95% for all medical equipment in all SSHs.	e. To provide 24x7, 365 days uptime of 90% for all medical equipment in all SSHs.	
			d) At no point of time in a single breakdown, the breakdown should not be more than 5 (Five) days from the date and time of registration of fault.	d) At no point of time in a single breakdown, the breakdown should not be more than 7 (seven) days from the date and time of registration of fault.	
			-	Most of the equipment installed at the SSHs are to be considered not covered under Warranty / CMC	In Addition
			A) Maintenance activities conducted on all biomedical equipment inclusive of spare parts	A) Maintenance activities conducted on all biomedical equipment inclusive of spare parts and accessories	
			-	To provide Calibration of equipment as per NABL / NABH guidelines. The calibration activity shall be undertaken by NABL approved agencies.	In Addition
	16	Operationalization of Maintenance services will be regarded as (page – 9-10)	-	To provide preventive maintenance of equipment. The frequency of preventive maintenance required to be carried out for each equipment shall be as per manufacturer recommendation and if , manufacturer recommendation is not available, the maintenance activity should be carried out at least once in every six month.	In Addition

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			<p>l) 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 Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter of that year, as part of the existing scope of work and upon the same terms and condition specified in the Agreement and payment would be made on pro data basis.</p>	<p>l) 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 Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter of that year, as part of the existing scope of work and upon the same terms and condition specified in the Agreement and payment would be made on pro data basis. Any equipment coming out of warranty/AMC/CMC will not consider as new equipment. Only newly installed equipment will be considered as new equipment.</p>	
	17	Equipment Management Information System (EMIS) (page – 11-13)	-	The Service Provider, in consultation with WBMSCL, shall design, print and stick durable unique Barcode sticker on all equipment under contract at the SSHs within 1 (one) month from the award of contract.	In Addition

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			<p>c) The detailed health facility wise equipment inventory will be fed into the application as the Master Data by the Service provider. The data will contain the list of the equipment facility-wise, Department where installed, status of the equipment, Bar code no and the status of Warranty/AMC/CAMC and value of the equipments.</p>	<p>c) The detailed health facility wise equipment inventory with its barcode details and photograph will be fed into the application as the Master Data by the Service provider. The data will contain the list of the equipment facility-wise, Department where installed, status of the equipment, Bar code no and the status of Warranty/AMC/CAMC and value of the equipments.</p>	
			-	<p>i) The service provider shall provide standard spare parts and accessories required for repair and maintenance of bio-medical equipment. If any equipment is damaged or its expected minimum life span of 7 years is reduced due to use of sub-standard spare parts and accessories or any sort of negligence from service provider end, the agency shall be responsible for replacing the equipment by a brand new one.</p>	In Addition
				<p>j) The service provider, in exceptional circumstances, with prior case to case approval of WBMSCL may take out and use spare parts from a nonfunctional</p>	

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				equipment and use it in another equipment to make it functional.	
	18		Scope of work-while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 5 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 5 days, the following penalty would apply to every extra day beyond 5 days:	Scope of work-while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days, the following penalty would apply to every extra day beyond 7 days:	
			a) For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs. 300/- every extra day beyond 5 days	a) For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs. 300/- every extra day beyond 7 days	
			b) For equipment whose declared asset value is above Rs.10,000 but below Rs. 1,00,000- a penalty of Rs.500/- every extra day beyond 5 days	b) For equipment whose declared asset value is above Rs.10,000 but below Rs. 1,00,000- a penalty of Rs.500/- every extra day beyond 7 days	
			c) For equipment whose declared asset value is above Rs.1,00,000 but below Rs. 10,00,000- a penalty of Rs.1000/- every extra day beyond 5 days	c) For equipment whose declared asset value is above Rs.1,00,000 but below Rs. 10,00,000- a penalty of Rs.1000/- every extra day beyond 7 days	
			d) For equipment whose declared asset value is above Rs.10,00,000- a penalty of Rs. 3000/- every extra day beyond 5 days.	d) For equipment whose declared asset value is above Rs.10,00,000- a penalty of Rs. 3000/- every extra day beyond 7 days.	

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		Annxure I: Application by the bidders (page – 23-25)	a) 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.	a) 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	

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			<p>b) This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid Project.</p> <p>c) 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.</p> <p>d) 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.</p> <p>e) I/We certify that in the last three years, we/ any of the Consortium Members or our/their associates have not been barred by the Government of WEST BENGAL, any other State Government or Government of India from participating in any project, and the</p>	<p>respective originals.</p> <p>b) This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid Project.</p> <p>c) 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.</p> <p>d) 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.</p> <p>e) I/We certify that in the last three years, we or our/their associates have not been barred by the Government of WEST BENGAL, any other State Government or Government of India from participating in any project, and the</p>	

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			<p>bar does not subsists as on the Proposal Due Date,</p> <p>f) I/ We understand that the bidding process may be cancelled 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 e-NIT document.</p> <p>g) I/ We believe that we/ our consortium satisfy(s) the financial criteria and meet(s) the requirements as specified in the e-NIT document.</p> <p>h) I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.</p> <p>i) I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.</p> <p>j) I/ We further certify that in regard to matters relating to</p>	<p>bar does not subsists as on the Proposal Due Date,</p> <p>f) I/ We understand that the bidding process may be cancelled 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 e-NIT document.</p> <p>g) I/ We believe that we satisfy(s) the financial criteria and meet(s) the requirements as specified in the e-NIT document.</p> <p>h) I/ We declare that we or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.</p> <p>i) I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.</p> <p>j) I/ We further certify that in regard to matters relating to security and integrity of</p>	

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			<p>security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.</p> <p>k) I/ We further certify that no investigation by a regulatory authority is pending either against(name of the Company).....us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.</p> <p>l) 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.</p> <p>m) I/ We understand that the Selected Bidder shall incorporate shall be a Company under the Companies Act, 1956 prior to execution of the Agreement.</p> <p>n) 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</p>	<p>the country, we or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.</p> <p>k) I/ We further certify that no investigation by a regulatory authority is pending either against(name of the Company).....</p> <p>l) 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.</p> <p>m) I/ We understand that the Selected Bidder shall be a Company under the Companies Act, 1956 prior to execution of the Agreement.</p> <p>n) 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.</p> <p>o) In the event of myself / ourselves being declared as the</p>	

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			<p>and implementation thereof.</p> <p>o) 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.</p> <p>p) 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.</p> <p>q) I/We offer a Bid Security/EMD of Rs. 10.00 Lakhs (Rupees Ten Lakhs) only to the Authority in accordance with the e-NIT Document.</p> <p>r) The EMD has been submitted online through e-tender portal.</p> <p>s) I/We agree and understand that the Bid is subject to the provisions of the Bidding 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</p>	<p>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.</p> <p>p) 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.</p> <p>q) I/We offer a Bid Security/EMD of Rs. 10.00 Lakhs (Rupees Ten Lakhs) only to the Authority in accordance with the e-NIT Document.</p> <p>r) The EMD has been submitted online through e-tender portal.</p> <p>s) I/We agree and understand that the Bid is subject to the provisions of the Bidding 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.</p> <p>t) I/ We agree and undertake to abide by all the terms and</p>	

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			<p>or rejected.</p> <p>t) I/ We agree and undertake to abide by all the terms and conditions of the e-NIT document.</p> <p>u) I/We shall keep this offer valid for 180 (one hundred and eighty days) from the Proposal Due Date as specified in the e-NIT. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.</p> <p>v) 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.</p> <p>w) I/We enclose herewith the Information of the Bidder in Annexure 1(a)</p>	<p>conditions of the e-NIT document.</p> <p>u) I/We shall keep this offer valid for 180 (one hundred and eighty days) from the Proposal Due Date as specified in the e-NIT. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.</p> <p>v) 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.</p> <p>w) I/We enclose herewith the Information of the Bidder in Annexure 1(a)</p>	
		<p>(AGREEMENT) IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED ANDDECLARED AS FOLLOWS: (page - 35)</p>	<p>2. The Second Party hereby undertake to perform the roles and responsibilities of the Bidder/ consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;</p>	<p>2. The Second Party hereby undertake to perform the roles and responsibilities of the Bidder/ and shall have the power of attorney from all Parties for conducting all business during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;</p>	

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		ARTICLE 2 – ENGAGEMENT OF THESERVICEPROVIDER (page – 44-45)	2 (c) Recruitment of trained engineering and administrative human resource.	2 (c) Recruitment of qualified, certified and trained engineering and administrative human resource.	
			(f) Provide preventive and corrective maintenance for all biomedical equipment in all SSHs.	(f) Provide preventive and corrective maintenance for all biomedical equipment as per OEM guidelines in all SSHs. If manufacturer recommendation is not available, the maintenance activity should be carried out at least once in every six month.	
			(g)To furnish the format of equipment identification code system. 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 Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent years, as part of the existing scope of work and upon the same terms	(g) To furnish the format of equipment identification code system. 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 Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent years, as	

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			and condition specified in the Agreement.	part of the existing scope of work and upon the same terms and condition specified in the Agreement. (Any equipment coming out of warranty/AMC/CMC will not be consider as new equipment. Only newly installed equipment will be considered as new equipment.)	
		e) ARTICLE 5 – COMMENCEMENT OF SERVICES (page - 45)	1.The service provider shall repair all dysfunctional equipment within 1 (one month) of the date of signing of contract	1. The service provider shall repair all dysfunctional equipment within 2(Two) months of the date of signing of contract	
			3. In such case WBMSCL reserves the right to cross verify the equipment to ascertain	3. In such case WBMSCL reserves the right to cross verify the equipment to ascertain the status beyond repair and condemnation.	
			5. To provide 24x7, 365 days uptime of 95% for all medical equipment in SSHs. At no point of time in a single breakdown the breakdown should not be more than 5 (Five) days from the date and time of registration of fault	5. To provide 24x7, 365 days uptime of 90% for all medical equipment in SSHs. At no point of time in a single breakdown the breakdown should not be more than 7 (Seven) days from the date and time of registration of fault	

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		<p>f. ARTICLE 6 – CONSIDERATION AND PAYMENT TO SERVICEPROVIDER (page - 46)</p>	<p>5. 70% of invoice amount shall be processed for payment by implementing authority on receiving the monthly invoices along with all monthly report as required by the Implementing Authority.</p>	<p>5. 70% of invoice amount shall be processed for payment within 30 days by implementing authority on receiving the monthly invoices along with all monthly report as required by the Implementing Authority.</p>	
			<p>6. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the hospital (Superintendent /MOIC).</p>	<p>6. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be downloaded as per the data available in the software.</p>	
			<p>7. 30% shall be processed after further verifications based on the verification systems adopted by implementing authority.</p>	<p>7. Payment of remaining 30% shall be processed after further verifications based on the verification systems adopted by implementing authority within 45 days from the date of invoice.</p>	
		<p>g) ARTICLE 7 – PROJECT FACILITIES (page - 47)</p>	<p>5. The Service Provider shall ensure that all the equipments along with database except for the Manpower, that are procured for the purpose of project implementation of the Project, shall be transferred, upon the expiry or earlier termination of the Agreement, to the</p>	<p>5. The Service Provider shall ensure that all the equipments along with database except for the Manpower, tools, test equipment and other infrastructure that are procured by the Service Provider for the purpose of project implementation of the Project, shall be transferred, upon the</p>	

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			<p>Authority without any limitation and any additional burden, financial or otherwise on the Authority.</p>	<p>expiry or earlier termination of the Agreement, to the Authority without any limitation and any additional burden, financial or otherwise on the Authority.</p>	
		<p>j) ARTICLE 10 – COVENANTS OF THE SERVICE PROVIDER AND THE SELECTED BIDDER (page – 49-50)</p>	<p>9. The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may be directed or approved by Authority free of cost.</p>	<p>9. The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may be directed or approved by Authority free of cost in the SSH regarding the Centralized Call Centre.</p>	
			<p>-</p>	<p>18. If sub-standard spare parts are used for repair or fixing of technical problem and the equipment do not run for its entire expected lifetime, the service provider shall have to replace with a new one of the same make and model.</p>	<p>In Addition</p>

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	Schedule 4	Reporting, Monitoring and Supervision (page - 70)	c. Monthly Reports Required Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority. Monthly invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the SSHs (Superintendent/MOIC)	c. Monthly Reports Required Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority. Monthly invoices shall be supported by a detailed report on asset value/ value of Recommended beyond Economic Repair of Equipment, Maintenance Calls received, closed and penalty details as per the real time dashboard monthly basis.	