



**अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी**  
**All India Institute of Medical Sciences (AIIMS) Kalyani**  
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिकनिकाय)  
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)  
राष्ट्रीय राजमार्ग – 34, बसन्तपुर, सागुना, कल्याणी, ज़िला – नदिया, पश्चिम बंगाल - 741245  
NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

**“Notice Inviting E- TENDER FOR “selection of service provider to provide comprehensive maintenance of medical equipment at AIIMS Kalyani”**

Tender No:- 354/AIIMS Kalyani/CMC/01/24-25/ET-20

No	Scheduled of Tender	Start Date & Time
1.	Tender No.	354/AIIMS Kalyani/CMC/01/24-25/ET-20
2.	Tender Issue Date	24/10/2024
3.	Bid Submission Start Date	24/10/2024
4.	Last Date of Submission Bids	14/11/2024 till 05.00 PM
5.	Opening of Technical Bid	15/11/2024 at 11.00 AM
6.	Pre-Bid Conference	04/11.2024 at 03.00 PM
7.	Financial Bid	<b>To be informed later</b>
8.	<b>Estimated Bid Value</b>	Rs. 1,50,00,000/-
9.	<b>EMD</b>	Rs. 5,00,000/-
10.	<b>Performance Security</b> (5% of the contract value)	To be decided later

**All India Institute of Medical Sciences, Kalyani**

Website: [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in)

**DISCLAIMER**

This tender is not an offer by the All India Institute of Medical Sciences, Kalyani, but an invitation to receive offer from Service providers/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Kalyani, with the selected Service provider/firm/agency.

**Notice Inviting Tender**

**All India Institute of Medical Sciences, KALYANI**

Website: [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in)

All India Institute of Medical Sciences (AIIMS) Kalyani was officially approved, under the Pradhan Mantri Swasthya Suraksha Yojana (PMSSY), by Union Cabinet on October 07, 2015. The Institute is established over a span of 179.82-acre land on National Highway – 34 around 50 km from Kolkata, in the village of Basantapur, near Kalyani, District Nadia, West Bengal.

AIIMS Kalyani is an Institute of National Importance set up with the aim to address imbalances at three levels – regional, specialties, and ratio of medical doctors to nurses and other healthcare professionals. It intends to develop patterns of teaching in undergraduate and postgraduate medical education in all its branches so as to demonstrate a high standard of medical education to all medical colleges and other allied institutions in India.

AIIMS Kalyani is operational since 2021 having 423 active bed capacity. Most of the departments are now operational and several equipment have been procured and installed in these departments (OPD, IPD, Labs, Medical/Nursing colleges etc.) and the timely maintenance of these equipment and utilizing the uptime to its maximum possible extent is the core concern of the AIIMS Kalyani. Hence, keeping in view of the Government of India Initiative for Biomedical Equipment Management and Maintenance Program 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. The AIIMS Kalyani seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim to ensure 24x7, 365 days uptime of 98% of all the equipment.

The duration of the contract with successful Service Provider shall be initially for a **period of 03 (Three) years from the date of award of contract and extendable up to another 02 (two) years** on mutually agreeable terms & conditions. However, in case of any defaults or negligence under such contract the Concerned Committee may suggest to the AIIMS KALYANI authority to impose fine or penalty against the service provider or termination of the CONTRACT.

**Instructions for the Bidders / The service providers: -**

1. Service providers shall refer the following website for downloading the bid documents and participation in the e-tender:
  - a. website of AIIMS Kalyani: [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in),
  - b. CPPP: [www.eprocure.gov.in](http://www.eprocure.gov.in),
  - c. e-Tendering Portal of AIIMS, Kalyani: <https://aiimskalyani.ewizard.in/>
2. **The complete bidding process is online.** Service providers should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids.
3. Prior to bidding DSC need to be registered on the website mentioned above.
4. For any assistance for e-bidding process, if required, Service provider may contact to the helpdesk:
  - a. **Mr. Saikat Pal (09355030620)**
  - b. **Mr. Sk. Tariq Anwar (09355030608)**
  - c. **Helpdesk-01149606060,**
  - d. **E-mail ID for mailing communication:**  
[eprochelpdesk.38@gmail.com](mailto:eprochelpdesk.38@gmail.com) ,  
[eprochelpdesk.35@gmail.com](mailto:eprochelpdesk.35@gmail.com) ,  
[ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com)
5. Service Provider/Contractor/Service providers are advised to follow the instructions provided in the 'Instructions to the service providers/Service providers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at [www.eprocure.gov.in](http://www.eprocure.gov.in) & website of AIIMS, Kalyani at [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in).
6. Bid documents may be scanned **with 100 dpi with black and white option. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**
7. **Submission of Tender:**

The tender shall be submitted Online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the Service provider irrespective of nature of content of the documents before uploading.

**The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.**

- I. The Service Providers may submit tenders for all the items/tests/services mentioned to cover tender procedure as per Rule. Service Providers are advised to note the qualification criteria specified in the tender document to qualify for award of the contract.
- II. Tender document can be downloaded in e-Procurement portal at: [www.eprocure.gov.in](http://www.eprocure.gov.in) & website of AIIMS Kalyani at [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in)
- III. Service Providers/Service providers can download tender document from the above address.

- IV. Tenders of only those Service Providers who fulfill the Terms and conditions of this tender will be considered for evaluation. The tender will undergo evaluation at every stage of processing and any Service Provider found at any stage, not in conformity with the stipulated tender conditions including specification / found to be having defective and incomplete documents will be rejected.
- V. Interested eligible Service Providers may obtain further information from the Procurement Section, AIIMS, Kalyani, by e mail [e-tender@aiimskalyani.edu.in](mailto:e-tender@aiimskalyani.edu.in), provided that such request is received not later than 7(seven) days prior to the deadline for submission of bids.
- VI. Corrigendum/ Addendum/ Modifications/ corrections/ pre-bid meeting proceedings if any will be published in the website only. Service providers/ Service Providers can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website itself.
- VII. The Service Provider should upload the documents as mentioned in Minimum Qualification Requirements in Technical bid otherwise the tender will be treated as rejected.
- VIII. The Service providers are requested to download & upload the documents as early as possible. The Institute is not responsible, if the Service providers are not able to access on the last day of submission due to simultaneous access of the website by many Service providers or due to network jam etc.
- IX. The other details can be seen in the tender document.
- X. The Tender Accepting Authority reserves the right to accept/reject/cancel the tender partially or fully without assigning any reason at any stage of processing.
- XI. Tenders containing erasures, alternations and overwriting of the tender documents are liable to be rejected. Any corrections made by the Service provider in the entries must be attested by him and should be clearly legible.
- XII. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the Service providers who resort to canvassing will be liable to rejection.
- XIII. Along with all the required documents, Service providers have to submit all the annexures as prescribed below.
- XIV. **EMD:** Bidders need to deposit the EMD amount of **Rs.5,00,000/- (Rupees Five Lakhs only)** in the Bank Account of AIIMS Kalyani and the copy of Unique Transaction Reference (UTR) number must be uploaded in the E-tender portal while submitting the bid. Details of the Bank Account is as under:-

**Account no. 527001000047**  
**Name of Bank – ICICI Bank**  
**Branch – Kalyani More (Code-5270)**  
**IFSC Code – ICICI0005270**  
**MICR Code - 741229203**

AIIMS Kalyani will not pay any interest on any EMD Amount to bidder. The EMD of the successful bidder shall be returned after the receipt of Performance Security Deposit and in case of unsuccessful bidders the same will be returned after award of the contract. The EMD of a Bidder will be forfeited, if a bidder

withdraws bid after opening of Technical Bid/ misrepresents facts or submit fabricated/ forged/tampered/altered/manipulated documents.

XV. Bid without EMD, received from Service providers will be rejected.

**8. Flow of the bidding process will be as follows:**

- A. Qualification Criteria
- B. Technical Evaluation
- C. Financial Evaluation

**A. QUALIFICATION CRITERIA:**

A	The Vendor must have <b>minimum 5 years</b> of experience of maintaining Biomedical Equipment at different Govt./ Public/ Private Hospitals & Medical colleges.
B	<b>Average Annual Turnover Certificate</b> from the Chartered Accountant for last three financial years i.e., either [ 2020-21, 2021-22, 2022-23] or [ 2021-22, 2022-23, 2023-24]. ( <b>Average Annual turnover per year should be minimum Rs 75 Lakhs</b> ).
C	The bidder should have experience of maintaining Biomedical Equipment (during last 05 financial years) in minimum of Three (03) hospitals (including public/private) and each hospital having a minimum of 400 beds or The bidder should have experience of maintaining Biomedical Equipment (during last 05 financial years) in minimum of Two (02) hospitals with minimum 575 beds each or The bidder should have experience of maintaining Biomedical Equipment (during last 05 financial years) in minimum of One (01) hospital of minimum 800 beds or The bidder should have experience of maintaining Biomedical Equipment of at least 01 State Government.
D	The following documents must be provided.  <ol style="list-style-type: none"> <li>1. Valid Company/Society/Trust etc. registration certificate.</li> <li>2. GST Registration certificate.</li> <li>3. EPF, ESIC Registration certificate.</li> <li>4. Copy of PAN/TAN.</li> <li>5. All the annexures duly filled and attested.</li> </ol>
E	It is expected/desirable from the agency to provide highly trained professionals of the IBSC (Indian Biomedical Skill Council) for delivering high-quality maintenance services at AIIMS, Kalyani.

During the Evaluation of Technical Bid, supporting documents to be provided with page references.

**Note:** The Service providers who do not fulfil the above Qualification Criteria shall be rejected.

**All documents should be submitted in Online mode only.**

**B. TECHNICAL EVALUATION:**

The committee will have thorough analysis on the various aspects during evaluation and selection of Service providers.

**Technical Evaluation for tender (Total Marks =100 for each Service provider)**

Criteria		15 marks	20 marks	25 marks
1.	The Vendor must have <b>minimum 5 years</b> of experience of maintaining Biomedical Equipment at different Govt./ Public/ Private Hospitals & Medical colleges (Date of First Contract will be considered for this purpose)	>=5 Years to 7 Years	>7 Years to 9 Years	>9 Years
2.	Total Average Annual Financial Turnover (determined from last three year's balance sheet of either [ 2020-21, 2021-22, 2022-23] or [ 2021-22, 2022-23,2023-24] and CA's Report)	More than 75 Lakhs but less than 3 Crores	More than 3 Crores but less than 6 Crores	More than 6 Crores
3.	Maximum value of a single contract of similar service in the last three financial years.	More than 60 Lakhs but less than 1 Crore	More than 1 Crore but less than 2 Crores	More than 2 Crores
4.	Number of similar contracts running at present in Govt./ Public/ Private Hospitals & Medical colleges having minimum of 400 active Beds.	From 03 upto 05	From 5 upto 08	More than 08

**\*\*The Service provider who scores more than 60 marks out of 100 marks will be qualified for financial evaluation.**

**C. Financial Bid:**

- All the Service providers have to quote a certain percentage (between 5% to 10 % including GST) of the asset value of all the medical equipment in the Financial Bid as service charge for Comprehensive Maintenance of the equipment complying all the terms & conditions mentioned in the bid Document.

Sr no.	Description	Rate in Percentage (including GST)
	Rates as percentage (inclusive of GST) of the equipment inventory (Appendix-A) for the maintenance of biomedical equipment as per the tender conditions for One (01) year	

- The Service provider who will quote the LOWEST service charge (in percentage, it may be in fraction) will be the L1 and he will be selected for Award of Contract.
- If there is tie in the financial bid, the Service provider securing more marks in the technical bid will be considered successful.
- If there is a tie in financial bid and technical marks, Service provider with company having the highest turnover will be considered successful.

5. If the selected Service (L1) provider back out (The amount of EMD will be forfeited by AIIMS Kalyani) then L2 Service provider will be kept on ad-hoc basis and will be given opportunity to provide service for comprehensive maintenance as per the terms & conditions laid down in the bid document provided that he agrees to the rate quoted by L1 service provider.

**General Terms and Conditions: -**

**1. Pre-Bid Conference:**

All the prospective Service providers shall attend the Pre-Bid Conference at Welcome Hall, Admin Building of AIIMS, Kalyani **on/ 04/11/2024, 3:00 PM.** if any changes incorporated in the bid document after the Pre-Bid Conference, then it will be uploaded on our official website as “Corrigendum”. Therefore, Service providers are requested to submit their bids accordingly to the corrigendum, after pre-bid conference, if any. No personal communication will be made for the corrigendum.

**2. Amendments (i.e. Corrigendums) in Bidding Documents:**

**At any time till 07 (seven) days before the deadline for submission of bids, the AIIMS Kalyani may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Service provider, modify the bidding document through amendment.** All amendments will be uploaded on the website regularly. AIIMS, Kalyani shall not be responsible to notify the amendments to individual Service providers. **All amendments by the AIIMS, Kalyani till 07 (seven) days before the deadline for submission of bids, shall be binding on the participatory Service providers.**

**3. Validity:**

- a. The quoted rates must be valid for a period for **180 days** from the date of opening of the tender. The overall offer for the assignment and Service provider(s) quoted price shall remain unchanged during the period of validity. If the Service provider quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
- b. In case the Service Provider withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected. The Service Provider should also be ready to extend the validity, if required, without changing any terms, Conditions etc. of their original Tender on mutual consent.
- c. In case the Service Provider withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected.



- d. The Service Provider should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original Tender on mutual consent.
- e. In exceptional circumstances prior to expiry of the original Bid validity period, AIIMS, Kalyani may request the Service provider for a specified extension in the period of validity. The request and the responses thereto shall be made by E-mail. **Service provider agreeing to the request will neither be required nor permitted to modify his Bid, but will be required to extend the validity of his Bid Security correspondingly.**

#### **4. Risk Purchase:**

In case the Service Provider on whom the supply order/ service contract has been placed, fails to make supplies/ carryout or provide service within the stipulated period and the service receiver has to resort to risk purchase/ services, the AIIMS Kalyani (AIIMS, Kalyani) may recover from the Service Provider **(from the payment on account of subsequent supply or performance security as the case may be) the difference between the cost calculated on the basis of risk purchase/ services price and that calculated on the basis of rates quoted by Service Provider.** In case of repeated failure in supplying the ordered goods/services work order may be cancelled and Bid/Performance security deposit will be forfeited and the firm will be blacklisted for 5(five) years.

#### **5. 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 equipment available in the hospitals especially in remote locations. This shall be of Public Private Partnership (PPP) to achieve the goal through a set of mutually agreeable terms and conditions.

##### **5.2 Scope of Work**

5.2.1 The AIIMS Kalyani, on behalf of AIIMS Kalyani, seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim:

(i) To maintain Biomedical Equipment in all Outpatient Department (OPD), In Patient Department (IPD), Nursing, Academic and Departmental facilities of AIIMS Kalyani down to the medical/surgical level supported by 24 X 7 call centre.

(ii) To ensure 24x7x365 days (at any time, all year round) uptime of 98 % for all medical equipment in all Departments of AIIMS Kalyani including OPD, IPD, Academic, Nursing and other Departments. At no point of time the breakdown should be more than

7 working days (excluding Govt. Holidays) and response time should not be more than 1 day (24 hrs.) from the time of registration of the fault.

(iii) **In case of equipment under Warranty/AMC/CMC:** The service provider shall act upon on behalf of the end user/ AIIMS Kalyani for the execution of the work through the accredited agents officially approved, for which an authorization shall be issued by the authority and will be in-force once the contract is executed. The end user/ AIIMS Kalyani shall not renew the maintenance contracts with the existing agencies after the expiry of present contract with them and after finalization of the contract under this Request for Proposal (RFP). However, the bidder shall have free hand to negotiate and implement the terms with the original equipment supplier.

(iv) The maintenance service provider shall not include in its first proposal the cost of maintaining any equipment which is under any kind of AMC/CMC/warranty and cost of such equipment shall not be included till the time existing contract (s) with other service provider (s) is/ are valid for the respective equipment. The maintenance service provider may choose to take authorization for doing maintenance of such equipment from existing AMC/CMC contract holder (s).

(v) Maintenance cost for that equipment which are currently under any AMC/CMC/warranty shall be added by the service provider only after the expiry of AMC/CMC/warranty for the respective equipment. The contract value will be fixed every year on a quarterly basis. Hence the equipment whose CMC/warranty are expired during the contract period will be added in the contract value of the subsequent quarter of the contract year. However, the bidder shall provide service to the equipment as per the terms of the contract from the date of expiry of CMC/warranty.

(vi) 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.

(vii) All equipment in the inventory list including the equipment which will be under Warranty/AMC/CMC contract as well as the equipment which are not included in this RFP such as Needle Burner, Manual Labour table/Delivery table, General Refrigerator except Blood Bank & ILR point etc. shall be coded. In case of equipment under warranty/AMC/CMC, the bidder shall report the non-compliance of the service calls by the respective maintenance contract holder to the AIIMS Kalyani within 3 days, failing which, penalty clause will be imposed (Clause No-5.6).

(viii) The maintenance service provider shall identify and respond to requests seeking maintenance of all Biomedical Equipment available in the various Departments of AIIMS Kalyani including OPD, IPD, Academic, Nursing and other Departments through the Maintenance Process Tracking Identification Number (MPT-IDs).

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

#### 5.2.2 Manpower:

(a) The successful bidder shall recruit trained Engineers and administrative human resources.

#### (b) The Qualification of

(i) The technicians shall be minimum ITI in Electronics or Electrical and having

minimum 2 years' experience in similar Field of maintaining biomedical equipment.

(ii) The supervisors/Junior Engineers shall have the minimum qualification of diploma in Biomedical Engineering, Electronics Engineering or Electronics & Tele Communication Engineering or Electrical Engineering having minimum 2 years' experience in similar field of maintaining biomedical equipment.

(iii) The Engineers shall be Diploma /B.E / B. Tech. in Biomedical Engineering, Medical Electronics Engineering, Electronics & Electrical Engineering or Electronics & Tele Communication Engineering, Instrumentation Engineering having 4 years' experience in similar field of maintaining biomedical equipment.

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

c) The manpower recruited shall have adequate composition of technical and professional skills. The successful bidder/service provider shall provide adequate training to the manpower recruited in all relevant categories of proper repair-cum-maintenance of all the biomedical equipment present at AIIMS Kalyani. They should also have minimum knowledge of Government procedures, official works and decorum. They should have specialist equipment specific Engineers in the team for timely repair of sophisticated medical equipment.

(d) The successful bidder/service provider should provide the details of staff deployed with location to the AIIMS Kalyani. The details of employees leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every department with mobile number and one single point of contact in the institute shall be provided to the AIIMS Kalyani.

### 5.2.3 Software Application:

a) The successful bidder/service provider should provide Inventory Management Software for the categorization of all equipment, clearly identifying critical equipment.

b) Such Information System shall be of web enabled software application for the equipment maintenance programme with complete inventory and equipment details. A dashboard shall be provided to the AIIMS Kalyani. The dashboard shall be customized to display the details of the departments coming under AIIMS Kalyani.

c) The key performance indicator given by the AIIMS Kalyani shall be displayed in the software application.

d) The software should manage documents such as invoices, warranties/guarantees or safety reports pertaining to all the equipment (Contract Management) and the information should be made available electronically to anyone in management, user and the maintenance staff.

e) The software should transfer inventory data to other information systems in a electronically in a predefined format as and when required by the institution i.e. AIIMS Kalyani.

f) The software should provide real time data/information through web and mobile(tab) applications.

g) The software should be used to record equipment maintenance activities on a real time basis, like who did the work, what did he do, which equipment was repaired and where the equipment belongs to, and this information shall be available via dashboards to the authorities for monitoring purpose on a daily basis. It is also used to schedule preventive maintenance and calibrations and tasks to each equipment using the software and track the execution on a real time basis so that the history of equipment (for every unique equipment ID) is captured and stored so that it can be generated any time when AIIMS Kalyani wants to review. The service agency shall provide the Periodical maintenance & Calibration schedules to the Institutions i.e. AIIMS Kalyani in advance. The service agency should also record, execute & report all corrective maintenance activity on a real time basis when and where it is required.

h) The successful bidder will provide the real time data from Inventory Management Software to the institution i.e. AIIMS Kalyani, on daily basis. After completion/termination of the contract, the bidder will have to handover all the data of the Inventory Management Software to the institution i.e. AIIMS Kalyani. API integration has to be done for the purpose.

i) The bidder shall provide online access with all privileges to the AIIMS Kalyani. The application shall be able to calculate the minimum time taken for attending each call; time taken to complete each complaint, uptime maintained for each category of institutions and equipment and should be flexible enough to generate query-based reports as per requirement.

j) The maintenance activities, corrective action taken for each equipment shall be recorded properly in the software application. The accurate history of any equipment shall be available at any point of time which shall be retrievable through this unique equipment code. Data should neither be ambiguous nor change with time without proper approval.

#### 5.2.4 **Barcoding:**

a) 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.

b) Service provider/bidder will register GS-1 standard coding on behalf of AIIMS, Kalyani after taking proper documents from the institutions. Service Provider will pay the amount for registering the same.

c) The barcodes shall be affixed on all the machines/equipment.

d) The barcode stickers shall be on vinyl laminated sheets and should not be faded over a period. The faded barcodes shall be replaced with fresh stickers without any delay.

#### 5.2.5 **Asset:**

a) The AIIMS Kalyani shall have the right to increase or decrease the numbers of equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase or decrease in the number and density of equipment by the Authority, the Bidder shall operate and maintain the additional equipment till the remaining term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter after

due approval from AIIMS Kalyani, as part of the existing scope of work and upon the same terms and condition specified in the Agreement. However, in case of deletion of any equipment, the monetary value for the maintenance of such deleted equipment shall not be taken into consideration for payment from the quarter in which it is deleted.

b) The value of equipment mapped is as shown in **Appendix I**.

c) In case of addition of any new equipment after warranty/AMC/CAMC and during mapping, the value of equipment will be taken from the work order value (on the basic value of the equipment) less taxes, duties, packing, forwarding, loading, unloading, handling charges, etc. For that equipment whose invoice value is not available, present market value for that equipment shall be taken.

d) The new equipment shall be barcoded and added into the inventory every month. The list of equipment to be added into the inventory shall be given by the concerned institution / biomedical Engineer / AIIMS Kalyani. The bidder shall add the equipment into the inventory within 10 days of getting the intimation. Deletion of the obsolete equipment shall also be done within 15 days.

e) The value of the asset shall be captured in the inventory only after approval from AIIMS Kalyani. The approval of asset value will be provided by the AIIMS Kalyani within 30 days of capturing in the software.

f) If the equipment is not captured in the asset, then complaint calls will be reported through email and the calls shall be attended and closed as per the terms of the contract. The calls received through email shall be sent to AIIMS Kalyani every month. The bidder shall give the email id of AIIMS Kalyani for registering calls which cannot be done through call centers. A separate database shall be maintained by the bidder for such calls and call closure with details must be captured promptly. Penalty will be applicable for the calls reported through email also.

g) The complaints pending while taking over the project shall be rectified by the bidder and maximum of 60 days' time will be allowed.

h) All UPS supplied along with equipment and UPS for dialysis unit / Cath lab unit / sleep lab / other units has to be covered under the contract.

i) RO plant and water treatment plant for clinical purpose shall be covered under the contract.

j) Refrigerators in the laboratory and other clinical purposes shall be covered under the contract. In case of any dispute in addition of inventory, the decision of AIIMS Kalyani is final in this regard.

k) The Service Provider shall always comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, general public and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.

#### 5.2.6 **Call center and Toll-free number:**

a) The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) that is accessible through "Centralized toll-free number" in Bengali, Hindi & English language to accept calls for

fault registration. For each facility, there would be three nodal officer(s) to whom an Email and SMS shall be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. For SMS service, DLT registration will be done by Service Provider on behalf of institution i.e. AIIMS, Kalyani. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via email and SMS to nodal officer (s) identified on a case-to-case basis. Annual third-party audit by NABL accredited laboratory / Govt. Body shall be carried out for all preventive maintenance/Calibration processes. The guideline drawn by NHSRC vide their circulation No.01 dated 02-Jan 2018/NABH/NABL/AERB/Manufacturer standard may be followed, if required. However, the expenditures for the same shall be made by the AIIMS Kalyani. The penalty of 10% of the contract value of the equipment shall be imposed for not following the schedule of preventive maintenance/calibration. Service provider must submit the frequency of Preventive Maintenance required to be carried out for each equipment as per manufacturer recommendation and if manufacturer recommendation is not available, at least quarterly/half yearly/yearly preventive Maintenance frequency has to be recommended by service provider. Based on the frequency month wise schedule should be prepared and submitted for individual equipment.

b) The call center should have automatic call logging capacity and the backup log shall be available for at least one year at any given point of time. The old log details shall be archived by the bidder for future references and verification. The architecture of the call center should be designed in such a way that there should not be any waiting time for breakdown calls.

c) Each complaint registered should have a complaint ID and shall be closed after resolving the same. The call shall be closed by obtaining a service report signed by the nodal officer of the concerned department. These service reports shall be under the safe custody of the bidder and shall be produced for verification at any point of time during the contract period.

d) 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.

e) Complaints calls should be closed only after completely rectifying the reported complaint of the machine. Calls should not be closed by providing a partial solution. Complaint calls should not be closed without obtaining authenticated reports. 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 call.

f) 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. Should ensure strictly that calls are not reported to the contact numbers of the field Engineers directly. AIIMS Kalyani reserves right to levy penalty, if the calls are attended without registering through the toll-free number.

**5.2.7** 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 fulfilment of this contract.

**5.2.8** The End User / Departments will be responsible for providing all necessary support to provide the access to all the biomedical equipment available in the healthcare facilities.

**5.2.9** The bidder shall specify colour codes and uniform for all its employees visiting the sites for maintenance. Here, the word uniform includes identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices/services.

**5.2.10** The selected service provider should submit a list of consumables, along with approximate cost of each item, which shall not be part of scope of work of this comprehensive maintenance contract. Cost of replacement/ replenishment of these consumables as per the list will be borne by the AIIMS Kalyani. The service provider must get this list approved by the Client within 3 months of signing of contract. In case of failure to do so, it will be understood that service provider will cover all consumables as well under this contract and Client shall not entertain any issues on the same in future.

**5.2.11** The Contracting Authority can audit the documentation of the Supplier and the quality of information provided any time without any prior information.

**5.2.12 User Training:**

(a) A trained representative of the maintenance Service Provider shall be available during installation, commissioning. Associated trainings will be provided by the suppliers of new equipment during all new installations and commissioning to these representatives of the maintenance service provider.

(b) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year or as when required/requested by the nodal officer of concerned institution irrespective of the equipment being within/outside the warranty period.

(c) A minimum of One (01) on-site training per quarter for critical equipment must be provided to the users by the Service Provider.

**5.2.13 Preventive Maintenance and Calibration:**

a) The bidder should provide preventive and corrective maintenance for all biomedical equipment in all departments of AIIMS Kalyani up to the level of medical/surgical unit. The bidder shall also undertake the testing and calibration of all biomedical equipment.

b) The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same.

c) A consolidated/summary report for breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint shall be prepared, signed and sealed by the respective nodal officers of the concerned departments every month after physical verification of service report and preventive maintenance/calibration checklists which are already acknowledged by respective medical officers of the concerned departments and the same shall be submitted to the AIIMS Kalyani. The format of the report shall be finalized by the selected bidder and must be approved by the AIIMS Kalyani.

d) The bidder should also conduct electrical safety test and calibrate the equipment available in all the institutions.

- e) The list of equipment and frequency of preventive maintenance, calibration and testing to be done on regular basis by the service provider. The list will be prepared within 02 months of signing of contract based on the requirement. Priority shall be given for hospitals and laboratories with national and state accreditation.
- f) The bidder shall also undertake the testing and calibration of all biomedical equipment.
- g) All required spares, tools, accessories, kits, etc shall be the responsibility of the bidder.
- h) Preventive maintenance and calibration stickers shall be affixed on every machine with date of activity and next due date.

**5.2.14 Spares and Accessories:**

- a) The bidder shall replace all spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X-ray tubes, mono-block, image intensifier, HT Cables, Helium for MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, battery, battery for UPS, other vacuum parts, flow sensors, Oxygen cells, probe for pulse oximeter, ECG cables, cassettes and any spares which are not mentioned wherever applicable 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.
- b) The spare parts and accessories should be from OEM / authorized suppliers. Service provider may have liberty to buy spares from open market and replace it in the machine without changing the performance of the machine as per the OEM Specification and user satisfaction & standards (from approved quality standards (ISI/CE/USFDA/ISO/MANUFACTURERS etc.).
- c) Approved consumable item or disposable item (as per 5.2.10) which is meant for single use shall be the responsibility of the respective departments. Similarly, Reagents and Chemicals shall also be in the responsibility of the respective departments.
- d) The bidder shall stock sufficient spares, accessories of equipment so that the complaints can be rectified within the shortest possible time. The bidder shall keep the records of spares replaced during the contract period.
- e) The maintenance service provider shall have no obligation to repair any equipment damaged due to any natural calamities at the facility. If requisition for repair of such equipment is made, the maintenance service provider shall have the right to invoice it to the contracting authority on case-to-case basis as mutually decided and after getting approval from the AIIMS Kalyani the concerned repairing activity must be undertaken.
- f) 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.
- g) In case of any rodent damage, spillage and missing spare, the matter shall be informed to the concerned department head, concerned biomedical Engineer and the AIIMS Kalyani on the same day of attending the service call and not beyond 24 hours of registering the call. The request of such nature received after this period will not be considered. A requisition form for rectification in the stipulated format (ESV) shall be



obtained from the concerned institute signed by the head and biomedical Engineer shall be submitted to AIIMS Kalyani.

h) The ESV form along with repair estimate shall be submitted within 10 days of call registration. Penalty will be levied for every additional day as per clause 5.6. Work orders will be issued by the AIIMS Kalyani within 15 days for the rectification work based on the repair estimate submitted. The work shall be completed within 14 days of receipt of work order. If the required item for repairing is to be purchased and not available easily in the market, then an additional window of 21 days may be given after receipt of proper explanation from the Service Provider. Penalty will be levied for every additional day as per clause 5.6.

#### **5.2.15 Priority repair and maintenance:**

a) The software provided should have facility for flagging any call after registration. The repair of critical equipment cannot wait till the maximum allowed time for repair specified in the tender. Call flagging facility shall be provided for all institutions / Biomedical Engineers and AIIMS Kalyani.

b) If any call is flagged, the call shall be attended with 2 hours and rectified within 48 hours. If there is need to change any part of equipment, then the maximum time permissible for rectification will be 72 hours.

c) If the bidder fails to repair the flagged calls with 48 hours and other calls within the maximum time permitted in the tender and if the equipment is essential for the smooth functioning of the hospital, either the hospital authorities or the AIIMS Kalyani shall take action to rectify the equipment at the risk and cost of the bidder.

d) If the bidder fails to undertake preventive maintenance and calibration as per the schedule or request of the hospital authorities / AIIMS Kalyani, then the same will be done at the risk and cost of the bidder.

#### **5.2.16 Substitute Equipment:**

a) The bidder can provide substitute (standby) equipment if the repair time is predicted to be very high. The substitute equipment shall render all the deliverables of the original equipment or shall be matching for the already sourced reagents or provided with specific reagents for effective service delivery as on case may be.

b) The approval for providing standby shall be obtained from AIIMS Kalyani by providing all the details of the equipment. The concerned AIIMS Kalyani Biomedical Engineer shall certify the adherence of the standby equipment to the above-mentioned clause.

c) If substitute equipment is provided by the bidder by satisfying the above clauses, then the penalty will not be levied from the date of providing substitute.

d) The bidder shall provide provision in software for highlighting substitute equipment and monthly reports shall be submitted to AIIMS Kalyani and also in software application.

e) The original equipment shall be returned within 60 days of providing substitute equipment. All details shall be captured in the software and history of events shall be retrieved at any point of time from the application.

#### **5.2.17 Taking equipment out of the institution for maintenance:**

a) The bidder shall try to rectify the equipment within the premises of the institution to the maximum possible extend. However, if there arises a situation to take the equipment out of the premises of the institution, the same shall be done after getting prior approval from the concerned department head, Biomedical Engineer and AIIMS Kalyani. Such approval should be given within the same working day, in case it delays the time taken for getting the approval shall not be counted for the penalty purpose. In such case the equipment shall be returned within 30 days failing which the AIIMS Kalyani shall initiate action to procure new equipment at the risk and cost of the bidder.

b) A list of equipment taken out of institution for service shall be given to AIIMS Kalyani every month with details of returning date.

#### **5.2.18 Digital Data security:**

a) The service provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted sensitive data received from, or on behalf of AIIMS Kalyani.

b) The service provider agrees that it will protect the Confidential Information it receives and no less rigorously than it protects its own Confidential Information. Specifically, the service provider shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.

c) The service provider agrees that it will protect the Covered Data no less rigorously than it protects its own confidential information, but in no case less than reasonable care. The service provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d) It is the responsibility of service provider to ensure that all possible measures have been taken to secure the computers or any other storage devices used for Institution data. This includes industry- accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself, etc.

e) AIIMS Kalyani shall reserve the right to change or modify without consent any organization information resource, including but not limited to operating systems, hardware, and/or network configuration, to protect Institution information resources against any security vulnerabilities and unauthorized access or abuse.

f) Data Storage: Service provider will ensure that any and all AIIMS Kalyani data will be stored, processed, and maintained solely on designated target servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the service provider's designated backup and recovery processes.

#### **5.3 Pre-qualification of bidders:**

**5.3.1 The Bidder shall be a legal entity (Company/Society/Trust) to implement the Project. The bidder may also be a government enterprise which provides engineering and/ or health services.**

**5.3.2 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, Society registered under Societies Registration Act, Trust Act or an equivalent law applicable.**

### 5.3.3 Technical Capacity:

(a) The Bidder should have adequate numbers of skilled Biomedical engineering human resource to meet the workload. This may be expressed as minimum number of engineers per department. An undertaking to this effect shall be furnished in the technical bid.

(b) 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.

(c) Bidder should submit list of key technical staffs currently employed along with their biodata with proof of payment.

**5.3.4 Financial Capacity:** The bidder should have an average annual turnover of Rs. 25 Crores or more for the last three financial years i.e., 2021-22 to 2023-24. The bidder shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report, etc.).

5.3.5 Bidders who have been blacklisted/ debarred by AIIMS Kalyani or blacklisted/debarred by any State Government or Central Government Department/Organization shall not participate in the tender during the period of blacklisting. The bidder shall have to submit an affidavit to this effect as per Annexure – 3 of bid document.

5.3.6 The bidder should be able to give evidence of existence of a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call center.

## 5.4 SPECIAL CONDITIONS

### 5.4.1 Site visit and verification of information:

(a) The Bidders are encouraged to submit their respective bids after visiting AIIMS Kalyani and ascertaining for themselves of the health profile, health facilities in AIIMS Kalyani, 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.

(b) The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of Request for Proposal (RFP) will be at the Bidders' own risk and make the bid non-responsive.

**5.4.2 Change in Ownership:** There cannot be change in the ownership during the project period. In exceptional circumstance, the selected service provider will duly inform and take prior approval of AIIMS Kalyani before changing the same. In this case, AIIMS

Kalyani is authorized to take decision in the best interest of its own and project.

**5.4.3 Number of Bids and costs thereof:**

(a) No bidder shall submit more than one Bid for the project. A Bidder applying individually shall not be entitled to submit another Bid.

(b) The bidder shall be responsible for all the costs associated with the preparation of their bids and their participation in the bid process. The “contracting authority” will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

5.4.4 The contract Contracting Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the contracting Authority.

**5.4.5 Right to accept or reject any or all bids:**

(a) Notwithstanding anything contained in this RFP, the contracting Authority 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. If the contracting Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.

5.4.6 The inventories of all the departments are mapped and the details are given in APPENDIX-I. The bidders shall verify and confirm the same and get the approval from user department as well as AIIMS Kalyani after awarding the contract.

5.4.7 The non-functional equipment shall be made functional within 60 days starting right from the date of completion of Equipment inventory remapping by the successful bidder and acknowledgement from concerned nodal officers of respective departments. If any of the equipment could not be made functional due to reasons (i.e., Beyond Economic Repair, Obsolete Model, missing of spare parts etc.) which are not pertaining to the bidder, the same shall be intimated to the AIIMS Kalyani with complete details and documentary evidence to substantiate the claim. This will be verified by the condemnation committee as per \_\_\_\_\_ and the decision of the committee will be final in such cases.

5.4.8 The nodal officers in facilities are Medical Superintendent/ Head of the Department.

5.4.9 Any non-cooperation/ inconvenience on the part of the user institution for the execution of the contract shall be reported to the AIIMS Kalyani.

5.4.10 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 AIIMS Kalyani with evidence regarding the issue and any such incidence should be informed to AIIMS Kalyani within 5 days from the date and time of breakdown reported and failing to which, the bidder will be held responsible.

5.4.11 The user institution will be responsible for providing all necessary support to provide the access to all the biomedical equipment available in the various departments.

5.4.12 An individual Bidder cannot at the same time be member of a Consortium

submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid.

5.4.13 The old, replaced parts shall be removed from the departments concerned on completion of the repair work.

## **5.5 TIMELINES**

5.5.1 The prototype of the software as mentioned in clause 5.2.3 shall be demonstrated within 15 days of awarding the contract (receipt of LOI) and get it approved by the AIIMS Kalyani.

**5.5.2 The bidder shall complete the inventory verification and setting up of call center 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.**

5.5.3 Agreement shall be executed within 10 days from the date of issuance of the award of contract. An agreement with AIIMS Kalyani must be executed with the conditions of the RFP and the format will be circulated to the successful bidder.

## **5.6 PENALTY**

5.6.1 In any single breakdown, if more than 7 days is taken to rectify the fault from the date and time of registration of fault and if the uptime mentioned in clause 5.2.1 (ii) is not maintained, the following penalty will be applicable and will be deducted in the payment -

5.6.1.1 For equipment whose declared asset value is below Rs.10,000/-, a penalty of Rs.100/- on every extra day.

5.6.1.2 For equipment whose declared asset value is equal to and above Rs.10,000/- but below Rs. 1,00,000/-, a penalty of Rs.500/- on every extra day.

5.6.1.3 For equipment whose declared asset value is equal to and above Rs.1,00,000/- but below Rs. 10,00,000/-, a penalty of Rs.1,000/- on every extra day.

5.6.1.4 For equipment whose declared asset value is equal to and above Rs.10,00,000/-, but below Rs. 1,00,00,000/-, a penalty of Rs.5,000/- on every extra day.

5.6.1.5 For equipment whose declared asset value is equal to and above Rs.1,00,00,000/-, but below Rs. 5,00,00,000/-, a penalty of Rs.10,000/- on every extra day.

5.6.1.5 For equipment whose declared asset value is equal to and above Rs.5,00,00,000/-, a penalty of Rs.15,000/- on every extra day.

5.6.2 The penalty for not rectifying any fault within 7 days will be deducted in the subsequent quarterly payment and the additional penalty for default in the uptime of the concerned category of institutions as per clause no- 5.2.1 (ii) (this penalty will be calculated based on the cumulative value of equipment contributing to deviation from uptime mentioned under scope of work in correlation with clause no- 5.6.1.1 to 5.6.1.5) for not providing the stipulated annual uptime will be deducted in the fourth quarter payment of every year.

5.6.3 Penalty as mentioned in clause 5.6.1 will also be levied to that equipment that are not made functional within 2 months from the date of commencement of the contract.

## **6. FALL CLAUSE:**

If, at any time, during the said period, the supplier reduces the said prices of such Stores/Equipment/Services or sales such stores to any other person/organization/Institution at a price lower than the price chargeable, he shall forthwith notify such reduction or sale to the Executive Director, AIIMS, Kalyani, and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

## **7. EMD**

- The EMD Should be submitted physically to FIC Procurement, AIIMS Kalyani within 05 days after the last date submission of b
- EMD of unsuccessful bidders will be discharged / returned within 30 days of finalization of tender.
- The successful bidder's EMD will be discharged upon the bidders signing the contract and furnishing the performance security.
- **The EMD will be forfeited, if a bidder;**
  - a. Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated.
  - b. Withdraws bid after opening of technical bid.
  - c. A successful bidder, fails to sign the contract after issuance of Letter of Intent.
  - d. Fails to furnish performance security after issuance of Letter of Intent.

## **8. Performance Security:**

- (a) The successful Service Provider will be required to furnish a Performance Security Deposit @ **5 % of total value of contract** in the form of Account Payee Demand Draft in favorable of "**ALL INDIA INSTITUTE OF MEDICAL SCIENCE KALYANI**" payable at **ICICI KALYANI MORE BRANCH** within 10 days of awarding the contract. The security deposit can be forfeited or reduced by this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
- (b) Performance Security should be kept valid beyond 60 days after completion of obligations under the contract i.e. initially for a period of 26 Months and if the contract is extended, on mutual basis, for another one year then the service provider shall extend it up to another 12 months.
- (c) The Service Provider shall have to execute a Contract Agreement with AIIMS, Kalyani while accepting the Service order.

**9.** Service provider shall submit the Tender document and addendum thereto, if any, with each page signed with seal to confirm the acceptance of the entire Terms & Conditions as mentioned in the tender enquiry document.

**10.** Compliance sheet of the Technical Specification of the goods/services under due signature & Seal with Technical printed literature must be enclosed with the bid.

**11.** Conditional Bids will be treated as unresponsive and therefore shall be rejected.

**12. Debarment from bidding.**

- I. A Service provider shall be debarred if he has been convicted of an offence-
  - a. under the Prevention of Corruption Act, 1988; or
  - b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A Service provider debarred under sub-section (i) or any successor of the Service provider shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- iii. A procuring entity may debar a Service provider or any of its successors, from participating in any Procurement process undertaken by it, for a period not exceeding two years, if it determines that the Service provider has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- iv. The Service provider shall not be debarred unless such Service provider has been given a reasonable opportunity to represent against such debarment.

**13. Code of Integrity:**

No official of the Service provider shall act in contravention of the codes which includes **Prohibition of**

- (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) Improper use of information provided by the procuring entity to the Service provider with intent to gain unfair advantage in the procurement process or for personal gain.
- (e) Any financial or business transactions between the Service provider and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) Obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (i) Disclosure of conflict of interest.

Disclosure by the Service provider of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The AIIMS Kalyani will reject a proposal for award if it determines that the Service provider recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

**14. Applicable Law:**

- (a) The contract shall be governed by the laws and procedures established by

Government of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

(b) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Kalyani, West Bengal, India, only.

(c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Kalyani. The decision of the Arbitrator shall be final and binding on both the parties.

(d) Force Majeure: Any delay due to Force Majeure will be attributable to the supplier unless provided through documentary evidence.

**15.** Upon the receipt of the notification of Award by the successful Service provider, the successful Service provider shall fill the Agreement in accordance with form of Agreement included in the Bid documents and submit the same to the AIIMS Kalyani within 10 days of the date of receipt of notification of Award. The Service provider shall have to execute an agreement with AIIMS, Kalyani in Non-judicial Stamp paper of Rs.500/-.

**16. Payment terms**

(a) The service provider shall raise quarterly invoices and the 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.

(b) The payment shall be made within 30 days of submission of all requisite documents completed in all respects as per the RFP Provisions.

(c) The successful bidder shall not claim any interest on payments under the contract.

(d) 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.

**17. Wages to employees and Insurance:** The service provider shall comply with the laws applicable to employees working in the Kitchen regarding working hours, minimum wages, safety, cleanliness, etc. If on account of non-compliance with the provisions of any such laws, AIIMS Hospital is upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to the employer all such payment or the first party shall be free to make deductions on this account from the amount of Security Deposit, in which case, the service provider shall immediately pay to the employer such amount as may be necessary to make up the required security Deposit, or from the dues which may be payable to employer to the Service provider. The service provider will sign an Indemnity Bond in favor of the first party to this effect.

**18.** The Service Providers shall ensure that wages paid to his employees conform to the



provisions of the Minimum Wages Act, 1948 and other social security like EPF, ESIC and Bonus etc. The Service Providers shall also ensure adequate rest and working hours as per norms etc. to all his employees.

**19.** All the workers engaged by the Service Providers will be solely his employees and the Service Providers will ensure compliance of all labour laws as applicable including payment of minimum wages (calculated on basis of tier I city). They will also comply all other laws of the land as applicable. AIIMS, Kalyani will have no liabilities in this connection.

**20.** No child laborer will be employed by the Service Providers in the maintenance service and the Institute shall be at liberty to object to and require the Service Providers to remove any person employed by the contractor in running the maintenance service, who in the opinion of the Institute is unbecoming of being employed in the maintenance service. Such persons shall not again be employed in the maintenance service without the specific permission of the Concerned Committee.

**21.** The Service Providers shall be responsible for the acts, defaults and neglects of its employees, or workmen.

**22. MSE and Start Ups will not be given exemption for years of experience and turn over. However, MSE and Start-ups will be exempted from providing EMD and they will be given preference in case of tie.**

**23. Other Terms and Conditions**

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

**24. Amendments of contract:** - If necessary, the AIIMS Kalyani 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:

- Adding new scope of services,
- Quality of service delivery
- Any other term(s) of the contract, as felt necessary by the AIIMS Kalyani depending on the merits of the case.

**25. Intellectual Property Rights (IPR)**

- a. The successful bidder shall, at all times, indemnify and keep indemnified the AIIMS Kalyani, 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.

- b. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the AIIMS Kalyani, the AIIMS Kalyani 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 AIIMS Kalyani.
- c. The Successful bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the AIIMS Kalyani/ Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Maintenance Contract (CMC).

**26. SETTLEMENT OF DISPUTE:**

All disputes related to this tender shall be settled amicably between administrative authorities of AIIMS, Kalyani and the Service Providers. If amicable settlement fails and as required, an Arbitrator shall be appointed on mutual consent within the Institute by administrative authorities of AIIMS, Kalyani. Any legal dispute if so, arise shall be subject to jurisdiction of courts in Kalyani only. An arbitration may be initiated as per "Arbitration & Conciliation Act 1996".

**27. Termination / Suspension of contract**

- a. The AIIMS Kalyani may, by a notice in writing suspend the agreement if the successful bidder fails to perform any of his obligations including carrying out the services, provided that such notice of suspension 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.
- b. The AIIMS Kalyani after giving 15 days clear notice in writing expressing the intension of termination by stating the ground, may terminate the agreement after giving reasonable opportunity of being heard if so desired by the successful bidder.
- c. 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 AIIMS Kalyani have subsequently approve in writing.
- d. If the successful bidder becomes insolvent or bankrupt.
- e. 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
- f. If, in the judgment of the AIIMS Kalyani, the successful bidder is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.
- g. If, the bidder submits to the AIIMS Kalyani a statement which has a material effect on the rights, obligations, or interests of the AIIMS Kalyani / end user and which the bidder knows to be false.

**ANNEXURE-1****Details/Profile of Service provider**

Sl. No.	Particulars	Details
1.	Name of the proprietor / Registered Firm / Company concern	
2.	Address of concern (with tel. no. Fax and Email)	
3.	Name and address of the partners / directors/ (with Mobile no.) (in case of firm / company)	
4.	Permanent Account No.(PAN)	
5.	Goods and service tax Registration No.	
6.	EPF/ESIC Registration Certificate and No.	
7.	Details of EMD	

Sl. N.	Particular	Response from the Service provider	Supporting documents' page number
1.	Date of registration of your firm with concerned authority in the field of similar service.		
2.	Average annual turnover of the Service provider in the last three (03) financial years.		
3.	Does the Service provider have the experience of providing maintenance service for medical equipment for <b>last 5 financial years</b> (if yes, proof thereof).		
4.	Details of Service provided of maintenance of Bio-medical Equipment in last 05 financial Years (With documentary proof)		
5.	Details of running contracts of maintenance of Bio-medical Equipment at present.		
6.	Maximum value of a single contract of similar service in the last three financial years (2021-22,2022-23,2023-24).		

**DECLARATION:**

1. I/we have read and understood all the terms and conditions of the tender /contract and I/we undertake to fully abide by all the conditions
2. I/we hereby certify that the information furnished above is full, true and correct to the best of my/our knowledge. I/we understand that in case and deviation is found in the above statement at any stage the Service provider/ company will be blacklisted and will not have any dealing with AIIMS Kalyani in future.

Place:

Dated:

Name.....

Signature.....

**ANNEXURE-2**

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

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

<b>Sl. No.</b>	<b>Year</b>	<b>Turnover (Rs.in Crores)</b>
1	2020-21	
2	2021-22	
3	2022-23	
4	2023-24	
<b>Total</b>		
<b>Average Annual Turnover</b>		

Signature of Service provider with Seal

***Signature of Chartered Accountant with Seal***

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

**ANNEXURE-3**

**AFFIDAVIT (NON-CONVICTION)**

(To be furnished by the Bidder)

(On Non – judicial stamp paper of Rs. 10 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. I/We hereby certify that, our company \_\_\_\_\_ has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.
3. We have carefully read all the terms and conditions & have satisfied ourselves of the meaning implied therein and after fully understanding all the implications of these terms and conditions, we agree with them without any reservation, and undertake to abide by it fully and unconditionally. We understand that in the event of any declarations and contents being false or untrue the contract is liable to be terminated & black-listed.
4. The undersigned hereby certifies that Company/Society/Trust/Partnership Firm M/s\_\_\_\_\_its directors/President/Chairperson/Trustee have not abandoned any work for the Central/State Government during last five years prior to the date of this Bid.
5. I/We also certify that, our company \_\_\_\_\_will provide the Comprehensive Maintenance of all the Bio-medical Equipment and also abide all the Terms & Conditions stipulated in Tender.
6. I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per NIT Rules.
7. I/We undertake and confirm that eligible similar works(s)/Service(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Executive Director shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.
8. 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 AIIMS Kalyani, to verify this statement or regarding my (our) competence and general reputation.
9. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the AIIMS Kalyani.

Business Address: - \_\_\_\_\_

Name:.....

\_\_\_\_\_

Signature of Service provider with Firm's

Seal:

Dated: \_\_\_\_\_

Place:\_\_\_\_\_