



राष्ट्रीय गतिशील दिव्यांगजन संस्थान
National Institute for Locomotor Disabilities (Divyangjan)
(दिव्यांगजन सशक्तिकरणविभाग, सामाजिकन्याय एवं अधिकारिता मंत्रालय, भारत सरकार)
Department of Empowerment of PwDs (Divyangjan), Ministry of Social Justice and Empowerment, Govt. of India
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N.I.T. No-COMU-SYS/644/DIR/2002/NIOH/PT-IV

Date: 13.09.2021

Last date of submission of quotation: 04.10.2021

REF: Inviting Of Online Quotation for Annual Comprehensive Maintenance Service Contract for Hospital Automation & Development System of NILD, Kolkata through Public Procurement Portal www.eprocure.gov.in

Sl.no	Module Name	CMC Charges annually for all the 13 modules
01	Development & Maintenance of Hospital Automation system Module Names- Prescription Generation, Assessment Clinic, Indoor Ward, Minor Operation Theatre, Diagnostic Service, Physiotherapy, Occupational Therapy, Prosthetic And Orthotics, ORS, SWU, VCU, Academic, Money Receipt	01 Set

1. Kindly online submit your quotation for the above items in two parts on Central Public Procurement Portal www.eprocure.gov.in
2. Submission And Opening Of Quotation:
 - i. Telegraphic/ Cabled/ faxed/ e-mail etc, which are exposed Quotation will be summarily rejected.
 - ii. The Technical bids will be opened first as per Central Govt. GFR.
 - iii. The Financial bids will be opened of only the firms found technically suitable and after verify their valid document.

GENERAL TERMS AND CONDITIONS

1. Tender documents can only be downloaded from the web site (www.eprocure.gov.in). The cost of tender paper amounting to Rs. 500.00 which shall have to be deposited by the tenderer directly to the bank account of National Institute for Locomotor Disabilities (Divyangjan), Kolkata through online on or before the last date of bid submission date of tender. The detail of the Bank Account of National Institute for Locomotor Disabilities (Divyangjan), Kolkata is mentioned below. The original copy of the transaction slip, duly signed by the tenderer, must be up loaded along with tender document. **3% of work order value as a performance security will be kept till the end of the contract period.**

Bank account detail of NILD, Kolkata for deposition of tender cost-

Name of the Account Holder	National Institute for the Orthopaedically Handicapped
A/c No	53015297593
Name of the Bank	State Bank of India
Name of the Branch	NIOH Campus Kolkata
IFSC	SBIN 0030468

2. **The duration of contract is initially for a period of 2 (Two) year and it may be extended further for 01 year on satisfactory performance and on the discretion of the authority of this Institute.**
3. The agency/firm should have minimum 02 (Two) years' experience of similar type of operations in any governmental sector.
4. **Eligibility Criteria:**
 - i. The reputed and bonafide& resourceful Institutions/Firms/Vendors/ having expertise in CMCoF Hospital Management system Software and domain knowledge in .NET platform with SQL Server 2008 R2 in Central/ State Govt. organizations & PSU. The applicants should follow the prescribed format as given below which will be evaluated by a technical committee.
 - ii. The Firm/Company/enterprise intending to submit the tenders should have well established servicing facility in Kolkata.
 - iii. The Firm/Company/enterprise intending to submit the tender should have the experience of successfully carrying out the similar kind of Hospital Management s/w CMC work within the last three years ending **MARCH,2021.**
 - iv. The Firm/Company/enterprise intending to submit the tender should have undertaken at least one similar work #, in the previous three years. The documentary proof (i.e., copy of work order along with the satisfactory servicing report from client) along with details of the clients/organizations served (with contact details), dully signed by the officer-in charge of that particular client's organization should be enclosed with the tender.
 - v. **# Similar type of work means the work of Operation & Maintenance/Non-Comprehensive CMC of Hospital Automation & Development System / Software in a year (for 24 months) under a single order /contract during last threeyears ending MARCH, 2021.**

The completion certificates must clearly indicate the following: -

- i. The duration of the CMC.
- ii. Nature of work.
- iii. The satisfactory completion certificate.
- iv. Value of Work

5. Performance Guarantee:

The successful tenderer will be required to furnish performance guarantee of 3% (Three percent) of the tendered amount, within 7 days from the acceptance of the tender. The Performance Guarantee shall be released after satisfactory completion of CMC period & all the contractual obligations.

6. Rejection of Tender:

If any document furnished during submission of the tender paper is found false, incorrect or misleading even after opening of tender, the tender may be declared cancelled.

7. Renewal of the contract:

After expiry of the CMC of two year, the agency/contractor may be required to provide CMC services for subsequent year also which can be extended further for 01 year on satisfactory performance of the previous year of the contract, 1(one) month before the completion of the running contract. However, NILD, Kolkata reserves the right to enter into CMC for another year on the same terms and conditions provided the services rendered by the bidder are satisfactorily. If so, then the agency will have to furnish the performance guarantee of 3% (Three per cent) of the offered amount. The renewal of the CMC is totally subjected to the approval of the competent authority of this Institute.

8. The rates of CMC shall be inclusive of GST and all taxes, duties octroi and any other statutory taxes, valid for a period of **Two years (02 Years)** from the date of award of contract.

9. The rate quoted by the tenderer should be valid for **24 months** from the date of submission of the tender.

10. The tenderer shall take into account basic price, cost of labour, T&P, taxes as applicable, conveyance / cartage etc. before quoting the rates. No extra claim what so ever in this regard shall be entertained.

11. PAYMENT TERMS AND CONDITIONS:

- i. The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance. TDS and any other tax as applicable as per prevailing rates will be deducted before making the payment.
- ii. The maintenance charge quoted by the agency per item is on yearly basis inclusive of all taxes like GST etc. and levies applicable. No escalation of prices shall be permitted on any ground.
- iii. The CMC premium will be released quarterly at the end of each quarter on production of bill and certification of satisfactory services, by the I.T-in-charge, NILD, Kolkata.

11. SETTELEMENT OF DISPUTES:

All disputes or differences of any kind whatsoever arising out of or in connection with execution of this contract, whether during the progress of the supply or after their completion, shall be referred by the supplier to the Director of the Institute and the competent authority of the institute shall within reasonable time shall examine the case on its merit and on basis of any representation made in this context and notify decisions thereon in writing. The decision of the Director of the Institute shall be binding upon the supplier. If the supplier is not satisfied with the decision of the competent authority of the Institute, on any matters in question, dispute/difference to be arbitrated upon shall be the jurisdiction of the High Court at Kolkata.

The High Court of Kolkata will only be the jurisdiction to deal with and decide on any dispute whatsoever arising out of this tender.

The Director of the National Institute for Locomotor Disabilities (Divyangjan), reserves the right to reject any or all the tenders without assigning any reasons or giving any explanation thereof. No claim for damages will be entertained in this regard.

In addition to above, all others terms & conditions will also be binding as applicable in Govt. of India Purchase Rule.The above conditions are stipulated without any prejudice

ADDITIONAL TERMS & CONDITIONS

1. The rates shall be inclusive of GST. Even if, there is any variation of these during the contract period, the rate shall remain unchanged and no additional payment can be made in this regard.
2. The agency/firm shall be providing 1 (one) qualified S/W developer shall be made available on regular basis (from 8.30 AM to 5.00 PM in all working days) for carrying out the preventive maintenance of OPD works and sort out day to day problems. The firm/agency must provide the S/W developer on any special circumstances in holidays and beyond the office hours.
3. The S/W developer should be very polite while providing services with officials of the Institute and should have knowledge to writing & submit of all maintenance and up gradation related reports as & when asked. He should suggest latest information about Software services for providing better & quality services in this Institute.
4. The Institute reserves the right to reduce or increase the number of modules offered for maintenance & up gradation contract during the CMC. In case, contract is given for higher number of modules, than the proportionate amount of contract will be increased, if number is reduced proportionate amount will be reduced.
5. In case, your S/W developer is found, not up to the mark and not able to work properly, he will have to be replaced as per the instruction of the Institute. There will be sufficient penalty, if found any delay/fault of services as per scope of work and terms & conditions.
6. The Institute will have the liberty to discontinue the contract at any time by giving one month's notice without assigning any reason.
7. In case, the Agency/Firm want backing out during the contract period without any explicit consent of the Institute, he will be liable to forfeiture of security deposit.
8. The agency / firm shall not sublet the annual maintenance contract to any other agency/company / firm.
9. The agency/firm will not have any legal right to proceed against the NILD in the event of late payment or any, due to unforeseen reason.
10. If the complaint is not attended or not got resolved in 24 hours, penalty shall be imposed @ 5% of monthly maintenance charge.
11. A Preventive Maintenance/Performance Report signed by each user would be submitted to this Institute of every month in the prescribed format by the agency failing which quarterly payment will not be released to the agency/firm.
12. Whenever during the period of the Maintenance of work, the service of the agency/firm is found to be any unsatisfactory performance/violating of the terms & conditions governing, this office reserves the right to terminate the contract immediately without any compensation.
13. At the time of expiry/termination of work order, the entire module under maintenance shall be handed over in working condition so that handing over of CMC to next contractor takes place in a smoother manner. The agency shall provide services for at least 15 (Fifteen) working days from the date of expiry/termination of the contract for smooth transfer of the CMC to the new contractor without any extra cost. In this connection, any module which is noted as in non-working condition till the last hour of the CMC contract period should be rectified by the outgoing CMC Contractor without any extra cost.

ANNEXURE-2
CHECKLIST OF SUBMITTING DOCUMENTS (TO BE FILLED BY THE TENDERER)

SL. NO:	DOCUMENTS SUBMITTED IN SEALED ENVELOP	MARK, 'YES', 'NO' or 'NA', Where applicable
1	Tender document, downloaded from the web site Web: www.eprocure.gov.in	
2	Validity of the quotation should not be less than 24 months.	
3	The documentary proof of at least one similar work, undertaken in any of the previous two years (i.e., copy of work order along with the recent servicing report/satisfactory report from client) along with details of the clients/organizations served (with contact details), project abstract.	
4	Self-attested Photocopy of Registration Certificate of GST, PAN Card, Partnership Deed (in case of Partnership firm must be submitted), Trade License. I.T.Return	
5	The bidders/tenderers shall clarify /state whether he/they are developer accredited agent or sole representative indicating principals and agent quoting on behalf of their developer / principals with valid document	
	Any other document submitting by the tenderer, to be mentioned here.	

DIRECTOR

NILD, KOLKATA