

TERMS OF REFERENCE FOR CONSULTANT EQUIPMENT MAINTENANCE

Background:

The Government of India has received a credit from International Development Association towards the State of Rajasthan. During the first phase of the project, selected BPHC, CHC, District Hospitals will be strengthened through systematic effort to improve their functions. Under the project, the selected facilities will be renovated, equipped and fully staffed in addition to ensuring improved supply of drugs and hospital supplies and to attain the prescribed norms. These inputs will be complemented by the measures to improve service quality through training of staff, institutionalized quality assurance system, and more efficient referral systems.

The Consultant Equipment Maintenance will be the member of Equipment Procurement and Maintenance Cell (EPMC) will oversee the procurement of equipment and other goods under the various project sub-components, particularly the upgrading effectiveness of clinical, management and support services. The responsibilities of the consultant will also include to manage the maintenance of the equipment. The equipment maintenance may be undertaken by in-house teams or contracting out to private sector. The consultant will supervise the performance of the private sector and in house teams as per direction of EPMC & Project Director.

Task to be carried out by the Consultant Equipment Maintenance is as follows:

1. Set equipment and maintenance standards in consultation with strategic planning cell and set specifications for equipments matching with services and level of facility as per bed strength & space norms.
2. Identify vendors/manufacturers and survey their units.
3. Advice and assist in the process of appointing a procurement agent for procurement & maintenance of goods and Equipment in accordance of procurement plans and finalization of bids / consultancy services.
4. He/She will play an important role in scheduled procurement process as per PIP.
5. Establish systems to ensure that undertake corrective and preventive maintenance by approved agencies, and advise on evolving equipment maintenance strategies.
6. Forecast requirements for annual equipment procurement replacement, coordination & maintenance along with necessary maintenance and budgets.
7. Assist in setting up of in-house maintenance services including : Hiring of suitable staff, designing, organizing and participating in training the technicians etc. Establishing the maintenance network at regional and district levels based at strategically selected locations throughout the state.
8. Advice and assist in equipment management including installation, commissioning, large-scale maintenance network of bio-medical equipments etc.
9. Other related work as and when assigned by the Project Director.
10. Ensure compliance of maintenance services provided by in-house teams, suppliers/manufacturers or third-party service firms with quality assurance standards defined by EPMC.
11. Arrange and supervise necessary training programmes for end-users of equipment including ensuring that basic operating instructions and care/first-

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of the issuing bank

Ref. _____ Bank Guarantee No. _____

Date : _____

To, _____

Dear Sirs,

In consideration of the _____ (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered/Head Office at _____ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns), a contract by issue of Owner's Letter of Intent no. _____ dated _____ and the same having been unequivocally accepted by the Contractor resulting in a 'Contract' bearing no. _____ dated _____ valued at _____ for _____ and the Contractor having agreed to provide for _____ (Scope of contract), a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to _____% (___ per cent) of the said value of the Contract to the Owner.

We, _____, having its Head Office (Name & Address) at _____ (hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all means payable by the Contractor to the extent of _____ as aforesaid at any time upto _____ (days/months/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharge this guarantee.

The Contractor shall have the fullest liberty without affecting in any way the liability of the Bank for this guarantee from time to time to extent the time for performance of

For RajCOMP

For C-DAC

For RHSDP

line maintenance materials are available at installation sites.

12. Prepare the Data Base of the existing equipments available at various facilities and identify the equipments which needs maintenance or otherwise if to be condemned. Suggest the re-allocation of equipments as per requirement.

The RHSDP will initially provide the data wherever such information is available. The Consultant Equipment Maintenance would make to collect the required data and information as required by the Project Director.

Qualification & Experience :

The Consultant Equipment Maintenance should be a BE (In Electronics/ Bio-medical Engineering) with 5 year experience in equipment management including installation commissioning large-scale maintenance network of bio-medical equipment etc.

The Consultant Equipment Maintenance will works directly under the close supervision of Project Director RHSDP. The Consultant Equipment Maintenance will discharge his/her duties in consultation with the Additional Director (EPMC).

Terms and Conditions:

- (i). The tenure of appointment shall be one year.
- (ii). The appointee shall be paid a consolidated pay of Rs. 25000/- per month + service tax and shall not be eligible for any others taxes, other allowances and increment in pay.
- (iii). In case journeys are performed in the interest of Project he/ she shall be eligible for TA and DA as applicable to (8000-12000) scale of state service officers of Government of Rajasthan at minimum of pay scale.
- (iv). The candidate shall be eligible for 20 days casual leave in a year.
- (v). Apart from the benefit covered under the terms and conditions, the candidate is not eligible for any other benefit such as Time Bond Advance, Promotion, Pension, medical reimbursement etc.
- (vi). The contract appointee is bound to make good any loss sustained by Govt. due to his/her misbehaviour or negligence.
- (vii). This contract appointment shall not be considered as permanent for any reasons whatsoever.
- (viii). During the tenure of office the contract appointee shall keep all official information i.e., obtained or collected strictly confidential.
- (ix). In case any of the above conditions are violated the appointment automatically stands cancelled.
- (x). The consultant may have to travel extensively within the state and out side the state of Rajasthan.
- (xi). Advertisement is the part of contract.

Duration :

The duration of consultancy will be one year from the date of start of services, on retainer ship basis. The duration of retainer ship may be mutually extended for further period as per requirement. The duration of consultancy shall be reckoned from the date of appointment of consultant to the satisfactory completion of all the tasks and handing over of all deliverables. In case the consultant is found guilty of breach of the agreement his

the Contract by the Contractor. The Owner shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right, which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under few would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted _____ and it shall remain in force upto and including _____ and shall be extending from time to time for such period (not exceeding one year), as may be desired by M/s. _____, whose behalf this guarantee has been given.

Witness

Dated _____ this _____ day of _____ 2009 _____ at _____.

(Signature)

(Signature)

(Name)

(Bank's Rubber Stamp)

(Official Address)

(Designation with bank stamp)

(Attorney as per Power of
Attorney no. _____ dated _____)

For RajCOMP

For C-DAC

For RHSDP

services can be terminated of a notice of one month without any compensation. If he gives-up the assignment in between i.e. before the contract period, he shall require to give a prior notice of one month.

Review Committee will consist of following members.

- Project Director, RHSDP
- Additional Project Director, RHSDP
- Additional Director, Quality and System Improvement Cell
- Additional Director (EPMC)

Review Committee will review and monitor the effectiveness of working of the Consultant. All final out puts submitted by the Consultant including reports will be reviewed.

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