



# राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



## CORRIGENDUM

1. This is regarding the NIT issued on 07/10/2016 for "Hiring of Service Provider for Comprehensive Maintenance of Bio-Medical Equipment in Bihar" in leading newspaper and uploaded on State Health Society, Bihar website. As per NIT, pre-bid meeting with interested was held at 16:00 Hrs. on 24/10/2016 in the State Health Society, Bihar for discussion on issued NIT.
2. The attendance sheet of interested bidders present in the meeting is attached at Annexure – I.
3. In response to queries raised during pre-bid meeting and submitted online as well, the technical committee after due consideration recommends following amendments/clarifications in the RFP:

S.No	RFP Reference	As published in RFP	Amendments Recommended by Pre-Bid Committee
1	Clause 4 Page 2	"...Agency should submit a technical and financial bid, accompanied by a bid security (Earnest Money Deposit) of INR 5,00,000/- (Rupees five lakhs) in the form of crossed Demand Draft drawn in favor of Executive Director, State Health Society, Bihar payable at Patna."	"...Agency should submit a technical and financial bid, accompanied by a bid security (Earnest Money Deposit) of INR 5,00,000/- (Rupees five lakhs) in the form of <b>Bank Guarantee (as per Format 12)</b> or a crossed Demand Draft drawn in favor of Executive Director, State Health Society, Bihar payable at Patna."  Format 12 annexed (Annexure – II) to this Corrigendum.
2	Clause 1.1 Eligibility to Bid (iii) Page 4	Eligibility Criteria "At a minimum of 10 hospitals (public/private) with each hospital having beds ranging from 50 to 500 beds and a minimum total of 1,000 beds under maintenance, in FY 2014-15 and 2015-16  or A minimum of 100 individual maintenance/service contracts (with each equipment value of 10 lakhs or more) per annum, in FY 2014-15 and 2015-16, in minimum 10 hospitals  or A minimum of 200 individual maintenance/service contracts (with each equipment value of 5 lakhs or more) per annum, in FY 2014-15 and 2015-16, in minimum 10 hospitals"	Eligibility Criteria "At a minimum of 10 hospitals (public/private) with each hospital having beds ranging from 50 to 500 beds and a minimum total of 1,000 beds under maintenance, in FY 2014-15 and 2015-16  or A minimum of 200 individual maintenance/service contracts per annum, with atleast 100 of these contract's equipment value of INR 1 lakhs or more, in FY 2014-15 and 2015-16, in minimum 10 hospitals"



3	Clause 1.1 Eligibility to Bid (iv) Page 4	"Financial Capacity: The bidder/consortium should have robust financial capacity and have an average annual turnover of minimum INR 10 Crores in each of the last three financial years i.e. 2012-13, 2013-14 and 2014-15, and each consortium member contributing at least 26% of this amount in case of a consortium."	"The bidder should have robust financial capacity and have combined turnover of minimum INR 30 Crores in the last three financial years i.e. <b>2013-14, 2014-15 and 2015-16</b> , each consortium member contributing at least 26% of this amount in case of a consortium."
4	Clause 1.1 Eligibility to Bid (iv) Page 4	I. "The Bidder may be a sole Bidder (registered company/society/trust) or a group (maximum 3) coming together as Consortium to implement the Project. II. 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."	<b>Clarification:</b> It is clarified that 'bidder' can be: <ul style="list-style-type: none"> <li>• An individual registered company/ society/ trust, or</li> <li>• Consortium of (maximum 3) registered companies/ societies/ trusts.</li> </ul>
5	Clause 3.4.2 (xxii) Page 16	"The extra charges towards the additionally added equipment will be incorporated only from the subsequent contract year of the maintenance contract agreement"	"The extra charges towards the additionally added equipment will be incorporated only from the <b>subsequent quarter</b> of the maintenance contract agreement"
6	Clause 3.4.2 (xxvi) Page 17	"The Supplier shall repair all dysfunctional equipment within four months of the date of commencement...."	"The Supplier shall repair all dysfunctional equipment within <b>six months</b> of the date of commencement...."
7	Clause 3.4.7 (d) Page 19	"The bidder should have robust financial capacity and have an average annual turnover of minimum INR 10 Crores in each of the last three financial years i.e. 2012-13, 2013-14 and 2014-15, ..."	"The bidder should have robust financial capacity and have <b>combined turnover of minimum INR 30 Crores in the last three financial years i.e. 2013-14, 2014-15 and 2015-16....</b> "
8	Clause 4.3.7 Page 32	"Cost escalation is not allowed first two years. From starting of third year cost escalation may be allowed on none accumulated basis @ 5% Five percent) of bid price for each subsequent year upon finding the services satisfactory. For the avoidance of doubt, if the Bid amount quoted by Bidder in the Financial Bid is Rs. 1000, then the Fee for starting of third year shall be increased by Rs. 50 (i.e. 1000+50 for third year) and fourth year shall be increased by Rs 50 (i.e. 5% of Rs. 1000 thus total payment being 1000+50+50- for fourth year) and so on...."	"Cost escalation is not allowed first two years. From starting of third year cost escalation may be allowed on <b>accumulated basis @ 5% (Five percent)</b> of the standing contracted amount for each subsequent year upon finding the services satisfactory. For the avoidance of doubt, if the Bid amount quoted by Bidder in the Financial Bid is Rs. 1000, then the Fee for starting of third year shall be increased by Rs. 50 (i.e. 1000+50 for third year) and fourth year shall be increased by Rs.52.50 (i.e. 5% of Rs. 1050 thus total payment being 1000+50+52.50 - for fourth year) and so on...."



9	Clause 3.4.2 (xxvii) Page 17	Inclusion	Inclusion "TIA may decide to modify (increase/decrease) the type and list of equipment to be covered under the service contract, and the payment shall be made on actual number of equipment covered under the maintenance contract at the contracted value (percentage of equipment value)"
10	Clause 3.21.1 Page 29	"The Bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favour of 'State Health Society, Bihar' of value equal to 5% of the contract value ('Performance Security'). The Bidder shall provide the Performance Security within the period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement"	"The Bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security (as per <b>Format 13 - Annexed</b> ) by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favour of 'State Health Society, Bihar' of value equal to 5% of the contract value ('Performance Security'). The Bidder shall provide the Performance Security within the period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement"

4. Last date for submission of bids is extended to 15:00 hrs on **18/11/2016**. All bids received by due date shall be opened at 17:00 hrs on same day.

5. The address for submission of bids is:

Executive Director  
State Health Society, Bihar  
Parivar Kalyan Bhawan  
Sheikhpura, Patna – 800014

6. All changes/ modifications in RFP as above are binding to all bidders.

7. Other terms and conditions of the RFP shall remain the same.

Executive Director  
State Health Society, Bihar

*Per*  
02.11.2016



## Annexure – II

### Format 12 - BANK GUARANTEE FORM FOR BID SECURITY (EMD)

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its bid dated \_\_\_\_\_ for the services \_\_\_\_\_ (hereinafter called the "tender") against the Tender Inviting Authority's tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Tender Inviting Authority") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Bidder having been notified of the acceptance of his tender by the Tender Inviting Authority during the period of its validity:-
  - a. fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - b. fails or refuses to accept/execute the contract.
  - or
  - c. if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

We undertake to pay the Tender Inviting Authority up to the above amount upon receipt of its first written demand, without the Tender Inviting Authority having to substantiate its demand, provided that in its demand the Tender Inviting Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 180 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch



**Annexure – III**  
**FORMAT – 13 : BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

\_\_\_\_\_ (name and address of Tender Inviting Authority)

WHEREAS \_\_\_\_\_ (Name and address of the Service Provider) (Hereinafter called "the Service Provider") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to provide services (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of.

\_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 120 days beyond the close of all contractual obligation under this contract i.e. up to ----- (indicate date).

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
.....  
Seal, name & address of the Bank and address of the Branch