

राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



CORRIGENDUM

1. This is regarding the NIT issued on 22/06/2016 for outsourcing of Centralized Call Centre and Operation and Management of Fleet of Ambulances and Mortuary vans in Bihar in leading newspaper and uploaded on State Health Society, Bihar website. As per NIT, pre-bid meeting with interested was held at 12:00 Hrs. on 30/06/2016 in the Conference Hall of State Health Society, Bihar for discussion on issued NIT.
2. In response to queries raised during pre-bid meeting and submitted online as well, the pre-bid committee after due consideration recommends following Amendments / Clarification / Corrigendum in RFP:

S.No	RFP Reference	As published in RFP	Amendments / Clarification / Corrigendum
1	Clause 13 Page 7	Cost escalation is not allowed for the first two years of the contract period. Applicable date will be the date of commissioning of the project. Any upward/ downward revision in prices shall be allowed only on non-accumulated basis. Price escalation on the management cost will be allowed on the basis of WPI (wholesale price index) as declared by the competent authority starting third year. Starting third year, the per kilometer running cost will be decided as per the prevailing cost of fuel and is subject to revision per quarter in case of any unprecedented rise or fall in fuel prices.	Cost escalation on management cost will be applicable after completion of the first year of the contract period. Applicable date will be the date of commissioning of the project. Price escalation on the management cost will be allowed on the basis of CPI (consumer price index) as declared by the competent authority. The per kilometer running cost will be subject to revision in case of any unprecedented rise or fall in fuel prices, only after completion of the first year.
2	Clause 4.1 Page 12	"...performance security (before signing of this agreement) to the Tender Inviting Authority for an amount equal to INR 7.00 Crores (Rupees seven Crores) ..."	"... performance security (before signing of this agreement) to the Tender Inviting Authority for an amount equal to INR 5.00 Crores (Rupees five Crores) ..."
3	Clause 7 (ii) Page 13	For Ambulances procured by the Agency: Within 120 days of signing of the contract . Failure to do so, from 121st day onwards, the service provider will be levied with penalty of INR 5,000/- per ambulance, for delay of every 30 days, which shall be appropriated from Performance Bank Guarantee submitted by the service provider.	For Ambulances procured by the Agency: Within 180 days of signing of the contract, in following shifts: - 120 days: 75 ambulances - 150 days: 150 ambulances - 180 days: 250 ambulances Failure to do so, from above given timelines, the service provider will be levied with penalty of INR 5,000/- per non-operational ambulance for delay of every 30 days, which shall be appropriated from monthly bill/Performance Bank Guarantee submitted by the service provider.

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4	Clause: 14.8 Page: 15	In case the payment is delayed beyond 21 days after receipt of claims with relevant documentary evidence as accepted by the concerned official, a nominal interest of 4% (per annum) shall be paid to the service provider on the admitted bill amount from expiry of mandated 21 days period till the actual date of receipt of payment by the service provider	i. 90% of the management cost (as submitted in the monthly invoice) shall be released within 7 working days of receipt of concerned bills and all the required/prescribed related documents/data (in the prescribed format) by the selected Agency, to the concerned DHS. ii. Remaining 10% of the management cost bill, and the running cost (as per Clause 14.10- Page 15) shall be paid upon due verification of monthly invoices by DHS/Third Party Administrator
5	Clause 3.3 Page 19	The Agency shall simultaneously start the operations of its 250 ambulances (150 small sized and 100 medium sized ambulances), and the 834 ALSAs and 50 mortuary vans provided by SHSB	The Agency shall start the operations of its 250 ambulances (150 small sized and 100 medium sized ambulances), and the 834 ALSAs, 47 ALSAs and 50 mortuary vans provided by SHSB as per the schedule mentioned on Page 13: Clause 7.
6	Clause 6 Page 26	"The initial contract period shall be three years only thereafter may be extending every year on strict satisfactory performance of the service provider..."	"The initial contract period shall be five years; thereafter, under exceptional circumstances, SHSB can extend the contract upon mutual consent of the service provider for a duration agreed upon. However, during this period, vehicles may be condemned as per BFR norms and replacement will be provided either by the department or the agency may be asked to hire ambulances for remaining period of the contract..."
7	Table P1- Penalty 3 Page 27	All ambulances should reach patients within maximum 60 minutes. – Zero tolerance	All ambulances should reach patients within maximum 60 minutes – Zero tolerance (Relaxation till 90 minutes, during 15th December to 31st January for fog days)
8	Clause 8.2 Page 26	"... The proceeds of the penalty shall be recovered from Performance Security/ monthly bills , as decided by DHS/ SHSB..."	"...The proceeds of the penalty shall be recovered from the monthly bills , and any excessive penalty shall be adjusted from the monthly bill of the next month..."
9	Clause 8.5 Page 28	The committee formed by SHSB shall review performance on monthly basis or any other frequency as deemed appropriate. After review, the Committee shall prepare Minutes of Review containing guidance/ suggestions for improvement of services, if required.	The committee formed by SHSB or TPA (Third Party Administrator) appointed by SHSB , shall review performance on monthly basis or any other frequency as deemed appropriate. After review, the Committee shall prepare Minutes of Review containing guidance/ suggestions for improvement of services, if required.
10	Clause 8.6 Page 28	The committee formed by SHSB shall also recommend imposing penalty on non-performance (based on penalty provisions given in the Contract) for deduction from performance security as per table above. The committee shall also recommend any incentives for good performance of service provider which will be paid to service provider by DHS/ SHSB.	The committee formed by SHSB or TPA (Third Party Administrator) appointed by SHSB , shall also recommend imposing penalty on non-performance (based on penalty provisions given in the Contract) for deduction from performance security as per table above. The committee shall also recommend any incentives for good performance of service provider which will be paid to service provider by DHS/ SHSB.
11	Clause 10.1 a (xiii) Page 7	Self attested copy of Sales Tax / VAT registration/ service tax registration certificate of bidder/ all consortium partner	Clarification: The bidders are required to submit the Sales Tax / VAT registration/ service tax registration certificates before signing of contract once selected.

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12	Clause 14.1 Page 14-15	Interest bearing mobilization advance not exceeding 10% (ten percent) of aggregate management cost for one year may be given if requested by the Agency in writing within one month of receiving order to commence the work by the concerned DHS. In such case, the Agency shall be required to submit Bank Guarantee from scheduled nationalized bank to concerned DHS. Such advance shall be made in two or more installment as decided by DHS at their own discretion. Mobilization advance will be calculated on the basis of number of ambulance ready to be deployed. The mobilization advance will bear simple interest and should be equal to the prevailing rate of interest charged by the bank which shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Repayment shall be recovered (principal and interest) in 12 equal monthly installments, from the monthly bills paid to the Agency with a moratorium of 3 months after receipt of advance. If the monthly installment amount exceeds the monthly bill, the difference will be adjusted from the next month's bill.	Interest bearing mobilization advance not exceeding 10% (ten percent) of aggregate management cost for one year may be given if requested by the Agency in writing within one month of receiving order to commence the work by the concerned DHS. In such case, the Agency shall be required to submit Bank Guarantee from scheduled nationalized bank to concerned DHS. Such advance shall be made in two or more installment as decided by DHS at their own discretion. Mobilization advance will be calculated on the basis of number of ambulance ready to be deployed. The mobilization advance will bear simple interest and should be equal to the prevailing rate of interest charged by the bank which shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Repayment shall be recovered (principal and interest) in 12 equal monthly installments, from the monthly bills paid to the Agency with a moratorium of 3 months after receipt of advance. If the monthly installment amount exceeds the monthly bill, the difference will be adjusted from the next month's bill.
13	Clause 10.1 a (x) Page 7	Self attested copy of Audited Annual Report having Balance Sheet, Profit & Loss Statement, Income & Expenditure Statement and other related financial statements of last 3 Financial Year (2012-13, 2013-14, 2014-15). Only CA certificate will not be accepted for annual turnover.	Self attested copy of Audited Annual Report having Balance Sheet, Profit & Loss Statement/Income & Expenditure Statement and other related financial statements of last 3 Financial Year (2012-13, 2013-14, 2014-15). Only CA certificate will not be accepted for annual turnover.
14	Clause 4.1 Page 4	"...Further in case the consortium firm itself if at all fails to abide by the terms and conditions or keep it on back foot, the same shall be the responsibilities of lead firm and in that case, the tender inviting authority shall proceed against them appropriately."	"...Further, in case the Consortium fails to abide by the terms and condition after participating in the NIT, or tries to back off, the same shall be construed to be in violation of Clause 16.6 of the tender document and the tender inviting authority shall proceed against the lead firm along with its partner appropriately."
15	Footnote 1 Page 4	Consortium can be constituted by Indian Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India) only	Consortium can be constituted by organizations registered in India (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India) only
16	Clause 4.1 (a) Page 4	The bidder and/or Consortium should have achieved a total combined turnover of more than 30 Crores during the last three financials years FY 2012-13, 2013-14, 2014-15 with not less than 5 Crores turn over in any of these years, and none of the members' contributing less than 26% of this amount.	The bidder should have achieved a total combined turnover of more than 30 Crores during the last three financial years FY 2012-13, 2013-14, 2014-15 with not less than 5 Crores combined turn over in any of these years. In case of consortium, total combined turnover of all the partners of the consortium should be more than 30 Crore during the last three financial years FY 2012-13, 2013-14, 2014-15 with not less than 5 Crores combined turn over in any of these years, and none of the members' contributing less than 26% of this amount.

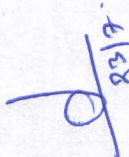
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17	Clause 4.1 (b) Page 5	The bidder and/or Consortium should have experience of Operation and management of at least 100 BLS Ambulances or 40 ALS ambulances supported by a Call Centre of at least 20 seats during any one of the last three Financial Years (2012-13, 2013-14, 2014-15).	The individual bidder or any of the Consortium partners should have experience of Operation and management of at least 100 BLS Ambulances or 40 ALS ambulances supported by a Call Centre of at least 20 seats during any one of the last three Financial Years (2012-13, 2013-14, 2014-15).
18	Clause 4.1 (c) Page 5	The bidder and/or Consortium Partners should not be currently (bid due date) debarred / blacklisted/ banned/ prohibited or convicted by any organization/ Institution Department of any State Govt./ Govt. of India. Any pending criminal/ vigilance case against bidder/ consortium partner in connection with running of ambulances, and/or operation of call centre anywhere in India will lead to ineligibility.	The Bidder or consortium partner should not be debarred, black listed / banned, prohibited by any organizational institution / department of any State Govt. / Govt. of India. Further the Bidder / Consortium Partners would be ineligible to participate if any Criminal Case/vigilance case relating to cheating, forgery, Criminal Breach of Trust, Theft and Prevention of Corruption Act is pending at the level of competent authority or has been convicted in any of the aforesaid cases by any court.
19	Clause 3.16 (xxix) Page 22	The Agency shall upload real time data of Ambulance usage on its own website which shall be linked to Client's website	The Agency shall upload real time data of Ambulance usage and operations on its own website which shall be linked to Client's website, and visible to the TIA/public in form of a dashboard. Its format shall be finalized in coordination with the SHSB.

3. NEFT details for transfer of amount to SHSB as EMD are as:

Name of Account:	SHSB-NRHM-A
Account Number:	20244462130
Name of Bank:	Allahabad Bank
Branch:	Sheikhpura, Patna
IFSC Code:	ALLA0211134

- Bidders are free to submit their EMD in form of Bank Draft or Bank Guarantee or NEFT transaction. In case of NEFT, receipts to be attached with bid documents.
- Last date for submission of bids is extended to 15:00 hrs on 08/08/2016.** All bids received by due date shall be opened at **16:00 hrs** on same day.
- The address for submission of bids is:
Executive Director,
State Health Society, Bihar, Parivar Kalyan Bhawan Sheikhpura, Patna – 800014
- All changes/ modifications in RFP as above are binding to all bidders.
- Other terms and conditions of the RFP shall remain the same.


Executive Director
State Health Society, Bihar