

CORRIGENDUM OF RFP 788 FOR BIOMEDICAL EQUIPMENT MAINTENANCE**DATED 01-09-2016**INITIALLY UPLOADED ON 20-06-2016 ON WEBSITE www.uphealth.up.nic.in **AND** www.dghealth.up.nic.in

| Page no. of RFP | SN | Reference | Existing content of RFP | Should be changed and read as |
|-----------------|----|---|---|--|
| Page no. 3 | 1 | Declaration no. 3 | 3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required. | 3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. |
| Page no. 3 | 2 | Declaration no. 4 | 4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement. | 4. The second party is responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement. |
| Page no. 4 | 3 | ARTICLE 3 – DURATION OF THIS AGREEMENT | This Agreement, unless otherwise terminated, project duration will be for period of 3 years from effective date, however agreement will be signed with selected bidder for 3 year and agreement will be renewed every year on successful completion of project for 2 more years. The process of agreement renewal will be initiated 3 months prior to agreement end date. | This Agreement, unless otherwise terminated, project duration will be for period of 5 years from effective date, however agreement will be signed with selected bidder for 5 years and agreement will be renewed every year on performance review. The contract is further extendable for 5 years on mutual consent and satisfactory annual performance review. The process of agreement renewal will be initiated 3 months prior to agreement end date. |

| | | | | |
|------------|---|--|--|--|
| Page no. 5 | 4 | ARTICLE 5 – COMMENCEMENT OF SERVICES, clause 1 | The service provider shall repair all dysfunctional equipment within four months of the date of commencement of the contract work (which would be within 3 months from the date of signing of the contract). | The service provider shall repair all dysfunctional equipment within four months of the date of signing of contract. |
| Page no. 5 | 5 | ARTICLE 6 – CONSIDERATION AND PAYMENT TO SERVICE PROVIDER | 90% of invoice amount shall be processed for payment by implementing authority on receiving the monthly invoices along with with all monthly report as required by the Implementing Authority. | 90% of invoice amount shall be processed within 30 days subject to availability of funds for payment by implementing authority on receiving the monthly invoices along with with all monthly report as required by the Implementing Authority. |
| Page no. 6 | 6 | ARTICLE 6 – CONSIDERATION AND PAYMENT TO SERVICE PROVIDER | <p>11. In case, the Authority is not able to pay the Fee to the SP within the stipulated time, it shall be liable to pay the SP an interest 0.1% (zero point one percent) on the unpaid amount for each day's delay, subject to the maximum of 40% of the unpaid monthly amount.</p> <p>12. Notwithstanding any verification made by the Authority or any external agency, if the invoices or claims made by the SP are found to be incorrect, the SP shall be liable to refund to Authority three times of the amount wrongly invoiced or claimed. This shall be without prejudice to the rights of the Authority to treat the SP to be in material breach of this Agreement and proceed against the SP as specified in this Agreement.</p> | These clauses is deleted completely |

| | | | | |
|-------------|---|---|--|---|
| Page no. 7 | 7 | ARTICLE 7 – PROJECT FACILITIES | 5. The Service Provider shall ensure that all the equipments and the Centralized Call Centre equipment and technology including software and database except for the Manpower that are procured for the purpose of project implementation of the Project, shall be transferred, upon the expiry or earlier termination of the Agreement, to the Authority without any limitation and any additional burden, financial or otherwise on the Authority. | 5. The Service Provider shall ensure that all the equipments and software along with database except for the Manpower that are procured for the purpose of project implementation of the Project, shall be transferred, upon the expiry or earlier termination of the Agreement, to the Authority without any limitation and any additional burden, financial or otherwise on the Authority. |
| Page no. 11 | 8 | ARTICLE 12 – PERFORMANCE SECURITY | 1. (b) Amount of Bank Guarantee - Rs.5.00 crores (Rupees Five Crore)only | 1. (b) Amount of Bank Guarantee - 5% of the contract value. (Contract value: Quoted percentage for maintenance × Declared asset value) |
| Page no. 11 | 9 | ARTICLE 12 – PERFORMANCE SECURITY | 2. The Performance Security shall be maintained and shall be available for the Authority to enforce in case of any failure or default on the part of the Service Provider in performing its obligations under this Agreement or otherwise to meet any claim against the Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non- performance (by the Service Provider) that causes financial loss to the Authority. | 2. The Performance Security shall be maintained and shall be available for the Authority to enforce in case of any failure or default on the part of the Service Provider in performing its obligations under this Agreement or otherwise to meet any claim against the Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non- performance (by the Service Provider) |

| | | | | |
|-------------|----|-------------------------------|---|---|
| Page no. 14 | 10 | ARTICLE 15 – FORCE MAJEURE | 2. (b) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting 102 NAS and / or any of the project facilities for a continuous period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event; | 2. (b) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting services of the project for a continuous period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event; |
| Page no. 16 | 11 | ARTICLE 15 – FORCE MAJEURE | 10. The non availability of the Manpower, or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be entirely the obligation of the Service Provider to maintain t h e Manpower, ambulances and other Project Facilities required rendering the services and working under this Agreement. | 10. The non availability of the Manpower, or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be entirely the obligation of the Service Provider to maintain t h e Manpower and other Project Facilities required rendering the services and working under this Agreement. |
| Page no. 16 | 12 | ARTICLE 18 | ARTICLE - 18 TERMINATION | ARTICLE - 16 TERMINATION |
| Page no. 16 | 13 | ARTICLE - 18 TERMINATION | 2. (i) The Service Provider has failed to adhere to the performance standards for the Centralized Call Centre (as mentioned in the Schedule 3 to this Agreement) and the default continues for a period of 6 months; | 2. (i) The Service Provider has failed to adhere to the performance standards for the Centralized Call Centre (as mentioned in the Schedule 3 to this Agreement) and the default continues for a period of 1 months; |

| | | | | |
|-------------|----|-------------------------------|--|---|
| Page no. 18 | 14 | ARTICLE - 18 TERMINATION | <p>8. Upon expiry or earlier termination of this Agreement, the Service Provider shall:</p> <p>(a) notify Authority forthwith about the location and particulars of all Project Facilities; and (b) deliver forthwith the possession and control to Authority or any person designated by Authority of the 1972 Ambulances and other Project Facilities including the CCC equipment and software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project.</p> | <p>8. Upon expiry or earlier termination of this Agreement, the Service Provider shall:</p> <p>(a) notify Authority forthwith about the location and particulars of all Project Facilities; and (b) deliver forthwith the possession and control to Authority or any person designated by Authority and other Project Facilities including software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project.</p> |
| Page no. 21 | 15 | ARTICLE - 20 MISCELLANEOUS | <p>4. Notices:</p> <p>Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses/email Ids/Fax. Letter delivered by registered post to the person designated or the purpose in writing by the concerned party from time to time.</p> | <p>4. Notices:</p> <p>Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses/email Ids/Fax.</p> |

| | | | | |
|-------------|----|--|---|--|
| Page no. 22 | 16 | ARTICLE - 20 MISCELLANEOUS | 6. Assignment, etc.: The Service Provider shall not assign, sub-contract or transfer its rights and obligations under this Agreement to any person, in any manner whatsoever. | These clauses are deleted completely |
| Page no. 24 | 17 | SCHEDULES TO AGREEMENT | January 2014 | January 2016 |
| Page no. 25 | 18 | 1.1 Scope of Services: | (i) To maintain Biomedical Equipment in all public healthcare facilities up to the PHC level supported by 2 seat or call center; | (i) To maintain Biomedical Equipment in all public healthcare facilities up to the PHC level supported by call center; |
| Page no. 26 | 19 | 1.1 Scope of Services: C. Others | 2. The service provider shall position minimum 36 Biomedical Engineer for overall management of project. At least 1 Biomedical Engineer shall be positioned in every division. | 2. The service provider shall position minimum 18 Biomedical Engineer for overall management of project. At least 1 Biomedical Engineer shall be positioned in every division. |
| Page no. 26 | 20 | 1.1 Scope of Services: C. Others | 4. The service provider shall establish a well-equipped service network and adequately staffed Centralized Call Centre (CCC). The service provider will ensure positioning of 2 call operators for managing the calls. For each facility, there would be a nodal officer(s) to whom a confirmation call may be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance to nodal officer(s) identified on a case to case basis. Annual third party audit NABL accredited laboratory be carried out for all calibration | 4. The service provider shall establish a well-equipped service network and adequately staffed Centralized Call Centre (CCC). For each facility, there would be a nodal officer(s) to whom a confirmation call may be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance to nodal officer(s) identified on a case to case basis. Annual third party audit NABL accredited laboratory be carried out for all calibration processes provided by the maintenance |

| | | | | |
|-------------|----|----------------------------------|--|---|
| | | | processes provided by the maintenance serviceprovider. | serviceprovider. |
| Page no. 27 | 21 | 1.1 Scope of Services: C. Others | 6. The service provider shall be entitled to receive the penalty charges penalized from the Authority for not confirming to the obligations and services as per provisions of the Agreement. | 6. The service provider shall be penalized from the Authority for not confirming to the obligations and services as per provisions of the Agreement. |
| Page no. 27 | 22 | 1.1 Scope of Services: C. Others | 10 Condemnation of the BiomedicalEquipment: (a) The condemnation committee appointed by the authority at the district/ state level from time to time for identification of equipment suitable for condemnation of the equipment shall have a representative of the serviceprovider. | 10 Condemnation of the BiomedicalEquipment: (a) The condemnation committee appointed by the authority at the district/ state level from time to time for identification of equipment suitable for condemnation of the equipment. Service provider can only suggest condemnation and committee's decision in this regard will be final. |
| Page no. 27 | 23 | 1.1 Scope of Services: C. Others | 10. (d) For condemnation of Radiological devices, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority . | 10. (d) For condemnation of Radiological devices, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriateauthority including but not limited to AERB. |

| | | | | |
|-------------|----|---|--|--|
| Page no. 28 | 24 | 1.1 Scope of Services: C. Others | 13. The maintenance service provider shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract) . All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the service provider. | 13. The maintenance service provider shall repair all dysfunctional equipment within four months of the date of signing of the contract. All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the serviceprovider. |
| Page no. 28 | 25 | 1.1 Scope of Services: C. Others | 16. Equipment namely Blood Gas Analyzer (ABG) Machine, ECG Machine, Ventilator, Radiant Warmer, Defibrillator are considered as Life Saving equipment, In case of breakdown of these above mentioned equipment the service provider will arrange for STANDBY equipments at the Health Facility. | 16. Equipment namely Blood Gas Analyzer (ABG) Machine, ECG Machine, Ventilator, Radiant Warmer, Defibrillator are considered as Life Saving equipment, In case of breakdown of these above mentioned equipment the service provider will arrange for STANDBY equipments at the HealthFacility. After 48 hours of fault registraton |
| Page no. 30 | 26 | Schedule 2 Project Phasing Activities, Phase - I | Timelines Within 3 month from Effective Date | Timelines Within 3 month from contract signing |
| Page no. 30 | 27 | Schedule 2 Project Phasing Activities, Phase - II | Timelines Within 4 months from date of commencement | Timelines Within 4 months from Contract signing |

| | | | | |
|-------------|----|--|---|---|
| Page no. 30 | 28 | Schedule 2 Project Phasing Activities, Phase - II | <p>Milestones Repair all dysfunctional equipment of all health within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract). (All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the service provider)</p> | <p>Milestones Repair all dysfunctional equipment of all health within four months of the date of signing of contract (All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the serviceprovider)</p> |
| Page no. 33 | 29 | Schedule 4 Reporting, Monitoring and Supervision | <p>4.1 Reporting Obligations (i) The Service Provider should prepare and submit monthly and quarterly reports to the Authority or any independent agency nominated by the Authority.</p> | <p>4.1 Reporting Obligations (i) The Service Provider should prepare and submit monthly and quarterly reports to the Authority or any independent agency nominated by the Authority. A real time monitoring interface/dashboard should be provided by the service provider.</p> |
| Page no. 33 | 30 | Schedule 4 Reporting, Monitoring and Supervision | <p>(iii) The Service Provider has to collect feedback from the Beneficiary on various aspects of servicesprovided.</p> | <p>These clauses is deleted completely</p> |

| | | | | |
|-------------|----|----------------|---|---|
| Page no. 37 | 31 | 1.1 Data Sheet | <p>iii. Technical Capacity: The bidder(sole bidder or consortium) should have at least two (2) financial years (2013-14 and 2014-15) of experience of maintaining Biomedical Equipment at a minimum of 50 hospitals (including public/private) with each hospital having a minimum of 30 beds and a minimum total of 5000 beds under maintenance currently.</p> | <p>iii. Technical Capacity: The bidder(sole bidder or consortium) should have at least two (2) financial years (2013-14 and 2014-15) of experience of maintaining Biomedical Equipment at a minimum of 25 hospitals (including public/private) with each hospital having a minimum of 30 beds and a minimum total of 2500 beds under maintenance currently or a CMC/AMC contract for minimum 1000 biomedical equipments of different nature including high end equipments such as MRI, CT Scanner, Digital radiography, Ventilator, Cardiac and anaesthetic equipments etc.</p> |
| Page no. 37 | 32 | 1.1 Data Sheet | <p>b. The bidder(sole bidder or consortium) should be able to give evidence of existence of minimum two seater centralized call center for managing the biomedical equipment maintenance activity</p> | <p>b. The bidder(sole bidder or consortium) should be able to give evidence of existence/tie-up of centralized call center for managing the biomedical equipment maintenance activity</p> |
| Page no. 37 | 33 | 1.1 Data Sheet | <p>c. The bidder (sole bidder or consortium) should give evidence of having have minimum 75 skilled Biomedical/Clinical engineer.</p> | <p>These clauses is deleted completely</p> |
| Page no. 37 | 34 | 1.1 Data Sheet | <p>iv. Financial Capacity: The bidder (sole bidder or consortium) should have robust financial capacity and have an average turnover/gross receipts of a minimum of Rs. 50.00 crores for last two financial years (2013-14 and 2014-15).</p> | <p>iv. Financial Capacity: The bidder (sole bidder or consortium) should have robust financial capacity and have an average turnover/gross receipts of a minimum of Rs. 10.00 crores for last two financial years (2013-14 and 2014-15). In consortium turnover of only those partners will be considered that individually qualify technically.</p> |

| | | | | |
|-------------|----|------------------------------|--|--|
| Page no. 37 | 35 | 1.1 Data Sheet | Bid Security : Rs.50.00Lakhs (1% of the annual Project Cost) The Bid Security shall be kept valid for 180 days from the date of submission of bids (the—"Proposal Due Date"). | Bid Security : Rs.50.00 Lakhs . The Bid Security shall be kept valid for 180 days from the date of submission of bids (the—"Proposal Due Date").The bid security can be form of bank guarantee only. |
| Page no. 37 | 36 | 1.1 Data Sheet | Performance Security: Rs 5.00 Crores (10 % of annual Project Cost), The performance security will be valid up till 6 months after the expiry of agreement period. | Performance Security: 5% of annual Project Cost |
| Page no. 37 | 37 | 1.1 Data Sheet | Agreement Period 5 year extendable up to 1 more years through yearly renewals subject to satisfactory annual performance appraisal | Agreement Period 5 year extendable up to 5 more years through yearly renewals subject to satisfactory annual performance appraisal |
| Page no. 46 | 38 | 3.3.1 Background Information | 3.3.1.4 Interested parties may obtain the RFP document from CMSD Deptt.of Directorate General SwasthyaBhawanKaiserbagh Road Lucknow, Lucknow 226001 on all working days between 10:00 am to 4:00 pm by written request on submission of a non-refundable fee of Rs. 60375.00/-(exclusive of any deduction for any applicable tax such as value added tax) by way of Demand Draft in favor of Director General Medical Health State Health Society, Uttar Pradesh payable on any scheduled bank in Lucknow. The Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier. | These clauses is deleted completely |

| | | | | |
|-------------|----|--|---|--|
| Page no. 46 | 39 | 3.3.1 Background Information | 3.3.1.5 The RFP document is also available on the website www.uphealth.up.nic.in and www.dghealth.up.nic.in Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee Rs. 60375.00 /-(exclusive of any deduction for any applicable tax such as value added tax) by way of Crossed Demand Draft in favour of Director General Medical Health UP, Payable on any scheduled bank in Lucknow, at the time of the submission of the Proposal. | 3.3.1.5 The RFP document is available on the website www.uphealth.up.nic.in and www.dghealth.up.nic.in Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee Rs. 60375.00 /-(exclusive of any deduction for any applicable tax such as value added tax) by way of Crossed Demand Draft in favour of Director General Medical Health UP, Payable on any scheduled bank in Lucknow, at the time of the submission of the Proposal. |
| Page no. 48 | 40 | 3.4.1 General Terms of Bidding | 3.4.1.9 Any Entity which has been punished for any offence or the Director/ President/ Chairperson/Trustee of the that entity is convicted for any offence or against whom any criminal cases is/are pending before competent , shall not be eligible to submit the proposal. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect as per Format 4 as part of the Qualification Proposal. | 3.4.1.9 Any Entity which is convicted for any offence in the court of law , shall not be eligible to submit the proposal. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect as per Format 4 as part of the Qualification Proposal. |
| Page no. 52 | 41 | 3.4.3.2 ADMINISTRATIVE SET UP OF SERVICE PROVIDER | 3.4.3.2.1 The service provider will establish a centralised call centre and State level office in Lucknow and equip it and position manpower adequately. Minimum 2 seats shall be allocated for handling the calls. The Call centre shall be able to receive calls from hospitals between 8.00 AM upto 5.00 PM of all 7 days of week and 365 days of year. | 3.4.3.2.1 The service provider will establish a centralised call centre and State level office in Lucknow and equip it and position manpower adequately. The Call centre shall be able to receive calls from hospitals between 8.00 AM upto 5.00 PM of all 7 days of week and 365 days of year. |

| | | | | |
|-------------|----|---|--|---|
| Page no. 52 | 42 | 3.4.3.2 ADMINISTRATIVE SET UP OF SERVICEPROVIDE R | 3.4.3.2.3 The service provider shall position minimum 36 Biomedical Engineer for overall management of project. At least 1 Biomedical Engineer shall be positioned in every division. | 3.4.3.2.3 The service provider shall position minimum 18 Biomedical Engineer for overall management of project. At least 1 Biomedical Engineer shall be positioned in every division. |
| Page no. 55 | 43 | 3.6.3 PART 2: Financial Bid | The Bidder should quote the rates as percentage of the Equipment Inventory (asset value)for undertaking the aforesaid Project across the State in accordance with this Bidding Document and the Agreement. Thebidder must also quote the total amount equivalent to the percentage of the total asset value declared by the state. | The Bidder should quote the rates as percentage of the Equipment Inventory (asset value)for undertaking the aforesaid Project across the State in accordance with this Bidding Document and the Agreement. |
| Page no. 60 | 44 | 3.19 Performance Security | 3.19.1 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 favor of Director General, Medical and Health Services, UP of value of Rs 5.00 Crores. The Bidder shall provide the Performance Security before executing the Agreement. | 3.19.1 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 favor of Director General, Medical and Health Services, UP of value of 5% of annual contract value The Bidder shall provide the Performance Security before executing theAgreement. |

| | | | | |
|-------------|----|--|---|--|
| Page no. 70 | 45 | Format 4 Affidavit (NonConviction) | <p>4. The undersigned further certifiesthat</p> <p>a) Our M/s has not been punished for any offence and</p> <p>b)a) The M/s.....have/has neither been convicted of any offence nor any criminal case(s) is/are pending beforeby any CompetentCourt.</p> | <p>4. The undersigned further certifiesthat</p> <p>a) The M/s.....have/has neither been convicted of any offence by any Competent Court.</p> |
|-------------|----|--|---|--|