



Bihar Medical Services & Infrastructure Corporation Limited 4th floor State Building Construction Corporation Limited. Hospital Road, Shastri Nagar, Patna 800023, Phone/Fax: +91612 2283287,+ 91612 2283288

Corrigendum-V

Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) had invited Request for Proposal for Hiring of Service Provider for Comprehensive Maintenance of Bio- Medical Equipment in Bihar under Bio-Medical Equipment Management and Maintenance Programme vide RFP No.-BMSICL/2021-22/ME-267. During and after Pre-bid meeting various suggestions were received from different prospective bidders regarding amendment in tender clause which were discussed and deliberated on by the experts. On the basis of their recommendations certain amendments in certain clauses of RFP have been made which are annexed as **Annexure-I** of this corrigendum. Rest of the terms and conditions of RFP shall remain unchanged. In order to facilitate maximum participation of bidders, tender schedule is being revised as following:-

Sd/-
GM (Procurement)
BMSICL

Annexure-I

Section/Clause	Clause/Section as per RFP document	Proposed Amendment
INVITATION FOR E-RFP FOR Hiring of Service Provider for Comprehensive Maintenance of Bio-Medical Equipment in Bihar under Biomedical Equipment Management and Maintenance Program	3. The required amount of Earnest Money is acceptable in the form of Bank Draft issued by nationalized and schedule bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna. The Earnest Money deposited in any other form shall not be acceptable.	3. The required amount of Earnest Money is acceptable in the form of Bank Draft issued by nationalized/scheduled bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited and payable at Patna or Bank Guarantee as per Format 12
SECTION 1-A- NOTICE INVITING TENDER	(6) The Interested 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 Bank Guarantee (as per Format 12) or Demand Draft drawn in favor of 'Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna'.	(6) The Interested Agency should submit a technical accompanied by a bid security (Earnest Money Deposit) of INR 5,00,000/- (Rupees five lakhs) in the form of Bank Guarantee (as per Format 12) or Demand Draft drawn in favour of 'Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna.

<p>Eligibility to bid (1.1 Data Sheet)</p>	<p>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.</p> <p>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.</p> <p>iii. Technical Capacity:</p> <p>a. The Lead partner should have at least two (2) years of experience of maintaining all Biomedical Equipment at either of the following:</p> <ul style="list-style-type: none"> • At a minimum of 10 hospitals (public/private) with each hospital having beds ranging from 50 and above beds and a minimum total of 1,000 beds under maintenance. <p>Or</p> <ul style="list-style-type: none"> • The Lead Partner provider should have at least two (2) financial years of experience (till the date of bidding) of maintaining Biomedical Equipment at Minimum total of 1000 Beds under a single maintenance contract. <p>Or</p> <ul style="list-style-type: none"> • Minimum of one (01) state maintenance/service contract (BMMP) in the last five years. <p>The bidder may also be a Government enterprise which provides Engineering and/ or health services.</p> <p>b. Bidder should submit list of key technical staffs currently employed along with their biodata with proof of payment.</p> <p>iv. Financial Capacity: The bidder/consortium should have robust financial capacity and have combined turnover of minimum INR 30 Crores in the last three financial years i.e. 2018-19, 2019-20 and 2020-21, and</p>	<p>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.</p> <p>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.</p> <p>iii Technical capacity:</p> <p>a. The bidder/lead member in case of consortium should have at least three (3) years of experience (till the date of bidding) in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Program (BMMP) in at least one state of India through a centralized call Centre and by deploying Engineers and technicians OR the bidder should have at least three (3) years of experience of (till the date of bidding) maintaining Biomedical Equipment at a minimum of 30 hospitals concurrently (including public/private) with each hospital having a minimum of 100 beds or a minimum of 6 hospitals concurrently with 500 beds or a total of 3000 beds across India OR having minimum number of 100 maintenance contracts of individual machines per year of total value at least Rs.10 crores in the last 3 years in at least 50 hospitals across India. The Bidder should be able to</p>
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	<p>each consortium member (if applicable) contributing at least 26% of this amount in case of a consortium.</p>	<p>give evidence of existence of a centralized call centre of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call Centre.</p> <p>The bidder may also be a Government enterprise which provides Engineering and/ or health services.</p> <p>b. Bidder should submit list of key technical staffs currently employed along with their biodata with proof of payment.</p> <p>iv. Financial Capacity: The bidder/consortium should have robust financial capacity and have combined turnover of minimum INR 40 Crores in the last three financial years i.e. 2018-19, 2019-20 and 2020-21, and each consortium member (if applicable) contributing at least 26% of this amount in case of a consortium.</p>
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Hiring of Service Provider for Comprehensive Maintenance of Bio-Medical Equipment in Bihar under Biomedical Equipment Management and Maintenance Program under Biomedical Equipment Management and Maintenance Program	Performance Security:- 5% of the value of proposed contract in the form of Bank Guarantee. The performance security should be valid till 180 days after the expiry of agreement period.	Performance Security:- 5% of the per annum value of proposed contract in the form of Bank Guarantee. The performance security should be valid till 180 days after the expiry of agreement period.
3.1.2 Abbreviations	"BMSICL" means State health Society,Bihar	Deleted
3.4 INSTRUCTIONS TO BIDDERS		
3.4.2 Scope of Work (SoW)	(i) To provide 24x7 and achieve 365 days minimum uptime of 95% for all medical equipment in District Hospitals, 90% for SDHs, RHs & CHCs and 80% for PHCs & APHCs in 4 months from the date of commencement of the contract. However, the criticality of equipment and hours for which a health facility functions at various levels in India public health systems (IPHS) projects varied needs for upkeep time for which an audit of all medical equipment under the service contract should be carried out. At no point of time in a single breakdown, the breakdown should not be more than 7 (seven) and response time not be more than 2 days for all level of health facilities. This would protect patients from being denied critical and life-saving access to medical	(i) To provide 24x7 and achieve 365 days minimum uptime of 95% for all medical equipments in Medical College & Hospitals, Super Speciality Hospitals, District Hospitals, 90% for SDHs, RHs & CHCs and 80% for PHCs & APHCs in 6 months from the date of commencement of the contract. However, the criticality of equipment and hours for which a health facility functions at various levels in India public health systems (IPHS) projects varied needs for upkeep time for which an audit of all medical equipment under the service contract should be carried out. At no point of time in a single breakdown, the breakdown should be more than

	<p>technology and would also encourage the Agency to have adequate buffer inventory and replacement equipment (for life saving equipment like, ventilators, defibrillators, Radiant Warmer, baby incubators, pulse oximeter, etc.) to replace such biomedical equipment in case of any breakdown without any delay. The service agency should analyze and report medical equipment inventory and map the entire equipment inventory in all health facilities (Including PPP equipment installed, although PPP equipment not to be maintained) for which the contract has been proposed for. The operations and reporting of activity should happen using software with the following specifications/pre-requisites. This mapping & Operations would include:</p> <p>a) Providing an asset identification number to all the equipment including those which are under PPP mode and maintained by the service provider separately barcode with details of the equipment pasted on them (as per the GS1 (ministry of commerce) standards with clear visibility of critical information related to the equipment. GS1 shall register with BMSICL, which will be facilitated by a successful agency along with the cost incurred, if any.</p> <p>b) Manage documents such as invoices, warranties/guarantees or safety reports pertaining to all the equipment (Contract Management) and the information should be made available electronically to anyone in management, user and the maintenance staff.</p> <p>c) Transfer inventory data to other information systems as and when required by the customer</p>	<p>7 (seven) days and response time be more than 2 days for all levels of health facilities. This would protect patients from being denied critical and life-saving access to medical technology and would also encourage the Agency to have adequate buffer inventory and replacement equipment for life saving equipment like, ventilators, defibrillators, Radiant Warmer, baby incubators, pulse oximeter, ECG machine, C-PAP/Bi-PAP Machine, Phototherapy, Oxygen Concentrator, ABG Analyser, Haemodialysis machine, Multi para monitor, Emergency Resuscitation Kit, Anaesthesia machine, Anaesthesia workstation. The Service provider will have to replace such biomedical equipment in case of any breakdown within 48 hrs. The service agency should analyse and report medical equipment inventory and map the entire equipment inventory in all health facilities within 3 months from the date of issuance of LOI & signing the agreement (Including equipment installed under PPP mode, however such equipments need not be maintained by the service provider) for which the contract has been proposed for. Extension of mapping period shall be at the sole discretion of the discretion of Managing Director, BMSICL. This mapping & Operations would include:</p> <p>a) Providing an asset identification number to all the equipment including those which are under PPP mode</p>
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	<p>electronically in a predefined format.</p> <p>d) To provide real time data/information through web and mobile (tab) applications.</p> <p>e) Record equipment maintenance activities on who did, what they did, which exact equipment and where, on a real time basis, and this information being available via dashboards to the authorities for monitoring purpose on a daily basis. Schedule Preventive maintenance and calibrations and tasks to each equipment using the software and track the execution on a real time basis so that the history of equipment (for every unique equipment ID) is captured and stored so that it can be generated any time the contracting Authority wants to review. The service agency should provide the Periodical maintenance & Calibration schedules to the Contracting Authority periodically. The service agency should also record, execute & report all corrective maintenance activity on a real time basis when and where it is required.</p> <p>f) Generate status report of all the equipment at a pre-defined Periodicity & format and deliver electronically from real time data captures at the hospital sites. Also, all the training activity of users planned should be reported based on pre-decided and execution of the same.</p>	<p>and maintained by the service provider separately barcode with details of the equipment pasted on them (as per the GS1 (ministry of commerce) standards with clear visibility of critical information related to the equipment. GS1 shall register with BMSICL, which will be facilitated by a successful agency along with the cost incurred, if any.</p> <p>b) Manage documents such as invoices, warranties/guarantees or safety reports pertaining to all the equipment (Contract Management) and the information should be made available electronically to anyone in management, user and the maintenance staff.</p> <p>c) Transfer inventory data to other information systems as and when required by the customer electronically in a predefined format.</p> <p>d) To provide real time data/information through web and mobile (tab) applications.</p> <p>e) Record equipment maintenance activities on who did, what they did, which exact equipment and where, on a real time basis, and this information being available via dashboards to the authorities for monitoring purpose on a daily basis. Schedule Preventive maintenance and calibrations and tasks to each equipment using the software and track the execution on a real time basis so that the history of equipment (for every unique equipment ID) is</p>
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		<p>captured and stored so that it can be generated any time the contracting Authority wants to review. The service agency should provide the Periodical maintenance & Calibration schedules to the Contracting Authority periodically. The service agency should also record, execute & report all corrective maintenance activity on a real time basis when and where it is required.</p> <p>f) Generate status report of all the equipment at a pre-defined Periodicity & format and deliver electronically from real time data captures at the hospital sites. Also, all the training activity of users planned should be reported based on pre-decided and execution of the same.</p>
<p><u>3.4.2 Scope of Work (SoW)</u></p>	<p>(i)(g) The selected service provider should submit a list of consumables, along with approximate cost of each item, which shall not be part of scope of work of this comprehensive maintenance contract. Cost of replacement/ replenishment of these consumables as per the list will be borne by the Client.</p> <p>The service provider must get this list approved by the Client within 3 months of signing of contract. In case of failure to do so, it will be understood that service provider will cover all consumables as well under this contract and Client shall not entertain any issues on the same in future.</p>	<p>(i) (g) 1. Any consumable item or disposable item which is meant for single use shall be the responsibility of the respective hospitals. Reagents and chemicals shall also be the responsibility of the respective hospitals.</p> <p>2. The service provider shall replace all spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X ray tubes, mono-block, image intensifier, HT Cables, Helium for MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, battery,</p>

		<p>battery for UPS, other vaccumatic parts, flow sensors, Oxygen cells, probe for pulse oximeter, ECG cables, cassettes, image plates, tubing, bulbs / lamps, filing solutions of electrodes, RO filters and other all kinds of filters and cartridges used in water treatment system used in labs, and any other spares / accessories which are not specifically mentioned here but required for the satisfactory functioning of the equipment as on case may be and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which forms part of the equipment system, without which it cannot work satisfactorily.</p>
<p><u>3.4.2 Scope of Work (SoW)</u></p>	<p>(ii) Medical Equipment that are already in AMC or CMC, the Supplier shall upon commissioning of the new contract with the state health society/ health department, would start administering the contract on behalf of state health society/ health department. For this purpose, the Supplier shall take authorization from erstwhile maintenance services providers for the respective equipment for which AMC/CMC is in existence. The Supplier should report to the contracting Authority if in case any manufacturer did not respond or is out of business immediately and thus the contracting Authority can decide on those equipment in terms of what needs to be done.</p>	<p>(ii) Medical Equipment that are already in AMC or CMC, the Service provider shall upon commissioning of the new contract with the BMSICL, would start administering the contract on behalf of BMSICL/ health department. For this purpose, the Service provider shall take authorization from erstwhile maintenance services providers/Suppliers for the respective equipment for which AMC/CMC is in existence.</p> <p>The Service provider should report immediately to the contracting Authority if in case any manufacturer/supplier of that equipment does not respond or is out of business so that the contracting Authority can decide on those equipment</p>

		in terms of what needs to be done.
<u>3.4.2 Scope of Work (SoW)</u>	(iii) For Medical Equipment that is currently under warranty, the Supplier shall be responsible for its maintenance and upkeep during the warranty period and beyond till the engagement with state government is valid.	iii) For Medical Equipment that is currently under warranty, the concerned Supplier shall be responsible for its maintenance and upkeep during the warranty period and beyond till the engagement with state government is valid. For Medical Equipment that is currently under warranty, the Service provider shall administer all maintenance activities on behalf of BMSICL for entire warranty duration.
<u>3.4.2 Scope of Work (SoW)</u>	(iv) For all medical equipment that is under any form of AMC/CMC/Spares agreement or under warranty, the State Health Society/District Health Society shall not be renewing the equipment specific maintenance contracts.	(iv) For all medical equipment that is under any form of AMC/CMC/Spares agreement with BMSICL/Concerned Institute/District Health Society, the equipment specific maintenance contracts shall not be required after commencement of this contract
<u>3.4.2 Scope of Work (SoW)</u>	(v) The Supplier shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/warranty in its first proposal and cost of such equipment shall not be included till the time existing contract(s) with other Supplier(s) is valid for the respective equipment. The Service Provider may choose to take authorization for doing maintenance such equipment from existing AMC/CMC contract holder(s) or may choose to get it done on behalf of state health department.	(v) The Service provider shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/warranty in its first proposal and cost of such equipment shall not be included till the time existing contract(s) with other Supplier(s) is valid for the respective equipment. The Service Provider may choose to take authorization for doing maintenance of such equipment from existing AMC/CMC contract holder(s) or may choose to get it done on behalf of BMSICL.

<p><u>3.4.2 Scope of Work (SoW)</u></p>	<p>(vi) The Contracting Authority can audit the documentation of the Supplier and the quality of information provided any time without any prior information.</p> <p>(vii) Maintenance costs for equipment that are currently in any AMC/CMC/warranty contract shall be added by the Supplier only after the expiry of contracts for the respective equipment.</p> <p>(ix) The Service Provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipment available in the district/sub district/state up to the level of Additional Primary Health Center (APHC) through the Maintenance Process Tracking Identification Number (MPT-IDs) which would follow GS1 standards as recommended by Department of Commerce, Government of India.</p>	<p>(vi) The TIA can audit the documentation of the Service provider and the quality of information provided any time without any prior information.</p> <p>(vii) Maintenance costs for equipment that are currently in any AMC/CMC/warranty contract shall be added by the Service provider only after the expiry of contracts for the respective equipment.</p> <p>(ix) The Service Provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipment available in the Medical College & Hospitals/Super speciality/district/sub district/state up to the level of Additional Primary Health Centre (APHC) through the Maintenance Process Tracking Identification Number (MPT-IDs) which would follow GS1 standards as recommended by Department of Commerce, Government of India.</p>
<p><u>3.4.2 Scope of Work (SoW)</u></p>	<p>X) (b) Provisioning of maintenance and calibration services. Annual third-party audit by a NABL or ILAC accredited laboratory must be carried out for calibration process of the service provider.</p>	<p>X) (b) The bidder should have ISO 9001:2015 registration certificate issued by the Accreditation Bodies (ABs) recognised by international Accreditation Forum (IAF) and should have NABL accreditation for calibration of Bio-Medical Equipment and AERB QA certification for Radiology Equipment. Or should have arrangement with NABL/AERB approved firms for Calibration/servicing of Lab and Radiology Equipment. Copy of the certificates/proofs of arrangement with</p>

		NABL/AERB registered firms, should be mandatorily enclosed with the technical bid.
<u>3.4.2 Scope of Work (SoW)</u>	X) (d) Appointment and recruitment of trained engineering and administrative human resource.	<p>X) (d) Deployment of sufficient of trained engineering and administrative human resource.</p> <p>i) The bidder shall provide sufficient trained Engineering and administrative human resources for maintaining and managing the project.</p> <p>ii) The qualification of the technician shall be minimum ITI or equivalent, supervisors shall be minimum diploma or equivalent and Engineers shall be minimum B. Tech /B. E or equivalent with minimum 2 years' experience in the field of maintaining biomedical equipment.</p> <p>iii) The bidder should provide the details of staff deployed with location to the Tender Inviting Authority. The details of employees leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every district with mobile number and one single point of contact in the state level shall be provided to the Tender Inviting Authority.</p>

<p><u>3.4.2 Scope of Work (SoW)</u></p>	<p>X) (e) Provide Equipment Management Information System with a mobile application for real time tracking of all equipment, with concerned access to BMSICL using login credentials. Further, a comprehensive dashboard representing the real time status of equipment under maintenance, which shall be visible to TIA/public. The bidder may be asked to give a demo to the Authorities before the tender documents are opened for finalization in order to prove the capabilities required and ensured as per the bid document.</p>	<p>X) (e) Provide Equipment Management Information System with a mobile application for real time tracking of all equipment, with concerned access to BMSICL using login credentials. Further, a comprehensive dashboard representing the real time status of equipment under maintenance, which shall be visible to TIA/public. The bidder may be asked to give a demo to TIA in order to prove the capabilities required and ensured as per the bid document.</p>
<p><u>3.4.2 Scope of Work (SoW)</u></p>	<p>X) (h) To furnish the format of equipment identification code system like barcodes and post details like serial no, manufacturer, model no, location etc on the equipment. The contracting Authority shall have the right to increase the number of equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the contracting Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.</p>	<p>X) (h) To furnish the format of equipment identification code system like barcodes and post details like serial no, manufacturer, model no, location etc. on the equipment. The TIA shall have the right to increase the number of equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the TIA, the Bidder shall operate and maintain the additional equipment/ till the remaining term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.</p> <p>i) The “CCC Data” under all circumstances will remain as the property of the “contracting Authority”. The selected Agency upon completion of the</p>

		contract shall submit the summery sheet and link to the database of equipment maintenance generated during the contract period.
<u>3.4.2 Scope of Work (SoW)</u>	(xix) Name of the Biomedical Engineers hired for the purposes and any other purpose which is a part of this RFP must be given to the Client and any change in the team should be notified to the Client within 30 days. The human resource hired by the agency must have an adequate mix of technical and professional skills to ensure that they meet the project goals, customer expectations and quality maintenance.	(xix) Name of the Person deployed for the purposes and any other purpose which is a part of this RFP must be given to the TIA and any change in the team should be notified to the TIA within 30 days. The human resource deployed by the agency must have an adequate mix of technical and professional skills to ensure that they meet the project goals, customer expectations and quality maintenance.
<u>3.4.2 Scope of Work (SoW)</u>	(xxvi) The Supplier shall repair all dysfunctional equipment within six months of the date of commencement of the Contract work. All equipment that the Supplier 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.	(xxvi) To initiate with the assigned work, The Service provider shall repair all dysfunctional equipment within six months of the date of commencement of the Contract. All equipment that the Service provider considers beyond repair shall be listed and the list shall be provided to the TIA with reasons for each equipment beyond repair. In such case TIA reserves the right to cross verify the equipment to ascertain. The final decision of the TIA whether the equipment can be condemned or repair rests with the TIA and shall be binding on the Service Provider. No penalty will be imposed for such equipments for initial 6 months.

<p>3.4.3 Penalty Clauses</p>	<p>As per Scope of work, while managing the prescribed limits of downtime, the Supplier shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days and not be more than 2 days responding time for all level of health facilities of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days and not be more than 2 days responding time for all level of health facilities, the following penalty would apply to every extra day beyond above mentioned mandated days:</p> <p>For equipment whose declared asset value is below Rs.10,000 Rs.300 every beyond 2/7 days*</p> <p>For equipment whose declared asset value is above Rs.10,000 but below Rs.1,00,000 Rs.500 every beyond 2/7 days*</p> <p>For equipment whose declared asset value is above Rs.10,0000 but below Rs.10,00,000 Rs.1000 every beyond 2/7 days*</p> <p>For equipment whose declared asset value is above Rs. 10,00,000 Rs.3,000 every beyond 2/7 days*</p>	<p>As per Scope of work, while managing the prescribed limits of downtime, the Supplier shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days and not be more than 2 days responding time for all level of health facilities of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days and not be more than 2 days responding time for all level of health facilities, the following penalty would apply to every extra day beyond above mentioned mandated days:</p> <p>For equipment whose declared asset value is below Rs.10,000 Rs.50 per day per equipment beyond 7 days*</p> <p>For equipment whose declared asset value is above Rs.10,000 but below Rs.1,00,000 Rs.500 per day per equipment beyond 7 days*</p> <p>For equipment whose declared asset value is above Rs.10,0000 but below Rs.5,00,000 Rs.1000 per day per equipment beyond 7 days*</p> <p>For equipment whose declared asset value is above Rs. 5,00,000 but below Rs. 10,00,000 Rs.2,000 per day per equipment beyond 7 days*</p> <p>For equipment whose declared asset value is above Rs. 50,00,000 Rs.5,000 per day per equipment beyond 7 days*</p> <p>The grace period for imposing penalty regarding upkeep of critical equipment as mentioned in the clause 3.4.2 Scope of Work (i) shall be 48 hrs only in</p>
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		<p>place of 7 days</p> <p>Added:- The penalty for not rectifying any fault will be deducted in the subsequent quarterly payment</p> <p>Added:- If stipulated preventive maintenance and calibration is not done for equipment, then 10% of the contract value for the defaulting equipment will be deducted as penalty at the end of the each contract year separately for preventive maintenance and calibration.</p> <p>Added:- If the stipulated uptime is not maintained for any equipment, the percentage as mentioned in below table of the contract value for that equipment will be deducted irrespective of the overall uptime in that category of institutions as penalty at the end of the each contract year in addition to the penalty mentioned in clause 3.4.3--</p> <p>(a)minimum uptime of 95% for all medical equipments in Medical College & Hospitals, Super Speciality Hospitals, District Hospitals, if it is 94.9% to 85%---Penalty 5%,if it is 84.9% to 70%---Penalty 10%,if it is less than 75%---Penalty 15%</p> <p>(b)minimum uptime of 95% for all SDH, RH, CHC, if it is 89.5% to 80%---Penalty 5%,if it is 79.5% to 70%---Penalty 10%,if it is less than 70%---Penalty 15%</p> <p>(c)minimum uptime of 90% for all PHC, APHC, if it is 84.9% to 75%---Penalty 5%,if it is 74.5% to 65%---Penalty 10%,if it is less than 65%---Penalty 15%</p>
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<p>3.4.6 Eligibility to bid</p>	<p>(i) (c) Technical Capacity:▪ The Lead partner provider should have at least two (2) financial years of experience (till the date of bidding) of maintaining Biomedical Equipment at:a. A minimum of 10 hospitals (public/private) with each hospital having beds ranging from 50 and above beds and a minimum total of 1,000 beds under maintenance, ORb. The lead partner provider should have at least two (2) financial years of experience (till the date of bidding) of maintaining Biomedical equipment at: Minimum total of 1000 beds under single maintenance contract; ORc. The bidder may also be a Government enterprise which provides Engineering and/ or health services.▪ Bidder should submit list of key technical staffs currently employed along with their bio-data with proof of payment.</p>	<p>(i) (c) Technical Capacity: The bidder/lead member in case of consortium should have at least three (3) years of experience (till the date of bidding) inmaintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Program (BMMP) in at least one state of India through a centralized call Centre and by deployingEngineers and technicians ORthe bidder should have at least three (3) years of experience of (till the date of bidding) maintaining Biomedical Equipment at a minimum of 30 hospitals concurrently (including public/private) with each hospital having a minimum of 100 beds or a minimum of 6 hospitals concurrently with 500 beds or a total of 3000 beds across IndiaORhaving minimum number of 100 maintenance contracts of individual machines per year of total value at least Rs.10 crores in the last 3 years in at least 50 hospitals across India.The Bidder should be able to give evidence of existence of a centralized call centre of capacityadequate to meet the complaints from the number of facilities as expressed in the earlier contractagreement or IVRS based call Centre. The bidder may also be a Government enterprise which provides Engineering and/ or health services..</p> <p>Bidder should submit list of</p>
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		key technical staffs currently employed along with their biodata with proof of payment.
	i(d) Financial Capacity: The bidder should have robust financial capacity and have combined turnover of minimum INR 30 Crores in the last three financial years i.e. 2013-14, 2014-15 and 2015-16 (example: 10 Crore in 2013-14, 8 Crore in 2014-15 and 12 Crore in 2015-16) with each consortium member (for in case of consortium) contributing at least 26% of this amount.	i(d) Financial Capacity: The bidder should have robust financial capacity and have combined turnover of minimum INR 40 Crores in the last three financial years i.e. 2018-2019, 2019-20, and 2020-21 (example: 40 Crore in 2019-14, 38 Crore in 2019-20 and 42 Crore in 2020-21) with each consortium member (for in case of consortium) contributing at least 26% of this amount. Bidder shall enclosed average annual turnover certificate issued by the Chartered Accountant for last three financial year 2018-2019, 2019-20, and 2020-21 along with the technical bid.
3.6.2 PART 1: Technical/Bid should contain	(c) The Bidder should submit details of financial capability for the last 3 (three) financial years (i.e. FY 2012-13, 2013-14 and 2014-15). It should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the members of Consortium should be submitted.	(c) The Bidder should submit details of financial capability for the last 3 (three) financial years (i.e. FY 2018-2019, 2019-20, and 2020-21). It should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the members of Consortium should be submitted.
	(d) Copy of Income Tax Return for assessment year 2013-14, 2014-15 and 2015-16 of Sole bidder (registered Company/Society/Trust), in case of consortium all the members of consortium should be submitted.	(d) Copy of Income Tax Return for assessment year 2019-20, 2020-21 & 2021-22 of Sole bidder (registered Company/Society/Trust), in case of consortium all the members of consortium should be submitted.
	(f) Copy of Service Tax Registration Certificate of Sole bidder (registered Company/Society/Trust); in case of consortium all the members	(f) Copy of GST Registration Certificate of Sole bidder (registered Company/Society/Trust); in

	of consortium should be submitted.	case of consortium the certificate of all the members of consortium should separately submit.
3.9 Bid Security	b) The Bid Security should be in the form of bank guarantee (as per given format 12) with validity of a minimum of 180 (one hundred and eighty days) from last date of submission of bid, or as demand draft payable on any Scheduled Bank in Patna or in favour of 'Executive Director, State Health Society, Bihar'.	b) The Bid Security should be in the form of bank guarantee (as per given format 12) with validity of a minimum of 180 (one hundred and eighty days) from last date of submission of bid, or as demand draft payable on any Scheduled Bank in Patna or in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna..
3.10 Sealing and Signing of Proposal	3.10.1 The Bidder shall submit one original and two copies of Qualification Bid in the format as provided in clause 3.6.2 and shall mark the original qualification Bid as "Original" and the two copies as "Duplicate". Duplicate Proposals may contain all pages as in Original Proposal. The Bidder should also submit these documents in electronic form on a CD and seal it in an envelope and mark the envelope as "PART 1: Qualification Bid for Maintenance of Biomedical Equipment in the state of Bihar".	3.10.1 The Bidder may submit the original copy of Technical Bid. Sealed in an envelope & marked the envelope as Technical Bid for Comprehensive Maintenance of Bio-Medical Equipment in Bihar under Biomedical Equipment Management and Maintenance Program. However the technical evaluation will be done only on the basis of technical bid and supporting documents submitted online only.
	3.10.3 The Bidder shall submit and mark one original copy of Financial Bid in a separate sealed envelope. The envelope containing Financial Bid shall clearly bear the following identification "Part 2: Comprehensive Maintenance of Biomedical Equipment in the State of Bihar".	3.10.3 The Bidder shall submit the Financial bid online only. In case the hard copy of financial bid is submitted the tender shall be straightway rejected.
	3.10.5 The four envelopes specified in Clauses 3.10.1, 3.10.2, 3.10.3 and 3.10.4 shall be placed in an outer envelope, which shall be sealed and marked as "Proposal for Comprehensive Maintenance of Biomedical Equipment in the state of Bihar".	Deleted

	3.10.12 Each envelope shall be addressed to: The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna 800 014	3.10.12 The technical bid /EMD and Tender Fee Envelope shall be addressed to: "Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd., 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar)
3.14.5 Clarification & Pre-Bid conference	3.14.5 All correspondence/ enquiries should be submitted to the following address in writing by fax/ post/ email courier: The Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna 800 014	3.14.5 All correspondence/ enquiries should be submitted to the following address in writing by fax/ post/ email courier: "Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd., 4 th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar)
3.21 Performance Security	3.21.1 The Bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security (as per Format 13) 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.	3.21.1 The Bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security (as per Format 13) by way of an unconditional, unequivocal and irrevocable Bank Guarantee/demand draft issued by a Schedule Bank, in favour of "Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd., 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (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.

	Added	In case of non-execution of Agreement by successful L-1 bidder or non-furnishing of performance security during the specified period or with drawl of bid by the L1 bidder before issue of LOI or in case of failure of the successful bidder to perform the contract successfully the TIA may offer the contract to the L-2 bidder @ the L-1 rates. In case of refusal of L-2 bidder also, the same counter offer shall be extended up to L-3 bidder only.
3.23 Payment Terms	i. Interest bearing advance not exceeding 10% (ten percent) of contract cost for one year may be given, if requested by the Agency in writing, within one month of receiving order to commence the work. In such case, the Agency shall be required to submit Bank Guarantee from scheduled nationalized bank as specified by SHS/ DHS. Such advance shall be made in two or more instalment as decided by SHS/ DHS at their own discretion. 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 procedure to be decided at the time of disbursement from DHS/ SHS.	Deleted
	ii. Format for submitting requisite monthly or any periodic information/report or data will be shared by BMSICL/DHS at time of signing the contract or during any time of contract period.	ii. Format for submitting requisite monthly/quarterly information/report or data will be shared by BMSICL at time of signing the contract or during any time of contract period.
	iii. Payment to the selected service provider shall be done on quarterly basis by the respective DHS, upon submission of the	iii. Payment to the selected service provider shall be done on quarterly basis by BMSICL, upon submission of

	invoices along with the requisite documents.	the invoices along with the requisite documents.
	iv. The Service Provider shall send its quarterly claims/invoices for payment along with requisite documents latest by 10 th day the following month to the paying authority i.e. designated official at DHS.	iv. The Service Provider shall send its quarterly claims/invoices for payment along with requisite documents latest by 10 th day the following month to the BMSICL.
	v. The total bill shall be released by DHS within 21 days upon submission of invoice with requisite documents, after deduction of any applicable penalties. The service provider should ensure timely submission of bills at designated office with requisite documents.	v. The payment will be made by BMSICL within 21 days upon submission of invoice with requisite documents, after deduction of any applicable penalties/Taxes. The service provider should ensure timely submission of bills at designated office with requisite documents.
	vi. 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.	Deleted
4.1 Opening of proposals	4.1.2 The PART 2: Financial Proposals will remain sealed and unopened in the possession of the Contracting Authority until the PART 1 of the proposals has been evaluated and checked for its responsiveness to the RFP.	4.1.2 The Bidder shall submit the Financial bid online only. In case the hard copy of financial bid is submitted the tender shall be straightway rejected.
4.3 Evaluation of Financial Bid	4.3.1 The Contracting Authority will open sealed Envelope containing 'Financial Bid' of only those Bidders, who qualify as per Clause 4.2.	4.3.1 The Contracting Authority will open 'Financial Bid' of only technically qualified bidders.
	4.3.5 The Financial Bid should be inclusive of all applicable taxes including service tax.	4.3.5 The Financial Bid should be inclusive of all applicable taxes including GST

Prebid conference (section-6)	6.1 Pre-bid conferences of the interested Bidders shall be convened as per the timeline defined in the RFP, at Conference Hall, State Health Society, Bihar, Sheikhpura, Patna A maximum of three representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.	6.1 Pre-bid conferences of the interested Bidders shall be convened as per the timeline defined in the RFP, at Conference Hall, Bihar Medical Services & Infrastructure Corporation Ltd., 4th Floor, Bihar State Building Construction Co. Ltd, Hospital Road, Shastri Nagar, Patna (Bihar) A maximum of three representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
Format 1 (Covering letter for Proposal Submission)	I/We further certify that no investigation by a regulatory contracting Authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.	Deleted
	I/ We understand that the Selected Bidder shall incorporate a Company under the Companies Act, 1956 (SPV) prior to execution of the Agreement.	I/ We understand that the Selected Bidder shall form SPV (Company/LLP) prior to execution of the Agreement(In case of Consortium)
FORMAT -4 Affidavit (Non Conviction /Non Blacklisting)	4.The undersigned further certifies that) a. Our Company/Society/Trust has/have not been punished for any offence (in case of consortium applies to, all the consortium partners) b.Our Company/Society/Trust.....have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.	4. The undersigned further certifies that) a. Our Company/Society/Trust has/have not been punished for any offence (in case of consortium applies to, all the consortium partners) b. Our Company/Society/Trust.....have/has not been convicted in any offence by any Competent Court.
FORMAT 11	Annual Turnover 2013-14 ,2014-15,,2015-16	Annual Turnover 2018-19, 2019-20, 2020-21
FORMAT 14 FINANCIAL BID	<i>(Should be sealed in a separate envelope superscribed with 'financial bid')</i>	To be uploaded online on E-Proc website.