

| S.NO | PAGE NO. and clause | Pre bid queries | Corrigendum |
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| 1 | Data Sheet, page no. 5 | <p>Eligibility to Bid iii. Technical Capacity: Clause (a). The Lead partner/sole bidder should have at least two (2) financial years of experience of (till the date of bidding) maintaining Biomedical Equipment at a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds or 2 hospitals with minimum of 500 beds or a total of 1000 beds. The bidder may also be a Government enterprise which provides Engineering and/or health services.</p> <p>Amendment requested (KTPL) <i>Please include the following: OR having minimum number of 100 maintenance contracts of individual machines per year in the last 3 years in at least 50 hospitals across India. Many other states i.e. Mizoram, Punjab, and Kamataka have incorporated it to have a wider participation.</i></p> | <p>Eligibility to Bid iii. Technical Capacity: Clause (a). The Lead partner/sole bidder should have at least two (2) financial years of experience of (till the date of bidding) maintaining Biomedical Equipment at a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds or 2 hospitals with minimum of 500 beds or a total of 1000 beds OR having minimum number of 100 maintenance contracts of individual machines per year in the last 3 years. The bidder may also be a Government enterprise which provides Engineering and/or health services if fulfilling the above criteria.</p> |
| 2 | Clause Eligibility to Bid , page no. 5, sub clause sl. no. iv - | <p>Financial Capacity read as "The Provider should have robust financial capacity (a minimum of 3 times the value of the proposed contract in each of the previous two financial years) and have an average annual turnover/gross receipts of a minimum amount as desired by the government. The financial credibility must be expressed by the service provider and the provider would be expected to have deposited 5% of the contract value/as desired by the state government in the form of Bank Guarantee prior to the commencement of the contract." Queries:</p> | <p>"The Provider should have robust financial capacity and have an average annual turnover/gross receipts of a minimum amount five Crore (5 Cr) as desired by the government. The financial credibility must be expressed by the service provider and the provider would be expected to have deposited 5% of the contract value/as desired by the state government in the form of Bank Guarantee prior to the commencement of the contract." Performance security – 5% of the value of the proposed contract.</p> |

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| | | <p>(i) From the above, it is difficult to find out the financial capacity of the Service Provider since value of the Proposed Contract is to be defined.</p> <p>Queries:</p> <p>(ii) Service Provider have to provide Bank guarantee of 5% of the contract value. Purpose of deposit not defined. If it is for performance security, then it contradicts with Performance Security clause where it is mentioned that " I% of the value of the proposed contract".</p> | |
| 3 | Bid Security, page no. 5: | <p>As per RFP Bid Security is to be provided in the form of Demand Draft. As per RBI rules, Demand Draft issued by any Nationalised bank will be valid for only three months from the date of its issuance.</p> <p>Amendment requested (KTPL)</p> <p>Hence the validity clauses of Bid Security are to be suitably amendment or deleted.</p> | The bid security is to be submitted in the form of Demand Draft which will be valid for 90 days. |
| 4 | Clause 3.3.1 .3, page no. 11 | <p>RFP do not include "Draft Agreement along with its schedule".</p> <p>Amendment requested (KTPL)</p> <p>Please provide the same so that we can read the same before quoting to this RFP.</p> | The service agreement will be given to selected bidder after conclusion of contracting process. |
| 5 | Clause 3.3.1 .5, page no. 11, | <p>RFP Document Fee:</p> <p>Mode of payment other than cash is not mentioned. Please provide the same</p> | Interested parties may obtain the RFP document from Procurement Section, NHM, Nagaland, on all working days between 9:00am and 5:00pm by written request on submission of a non-refundable fee of Rs.500/- by way of cash or Demand draft in favor of Mission Director, National Health Mission, Kohima, Nagaland payable on any scheduled bank in Kohima. The Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier. |

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| 6 | Clause 3.3.1.10, page no. II, | <p>RFP submission date</p> <p>Amendment requested (KTPL)</p> <p>RFP submission date and time is to be corrected as per submission date mentioned on page no. 6, clause 1.2. Important Dates and Information.</p> | <p>RFP submissions by Bidders must be done positively by 02/02/2016 @ 3:30pm in the manner specified in the RFP document at the address given in clause 3.3.1.12 and the Authority shall not be responsible for any delay in receiving the Proposal.</p> |
| 7 | Refer Page no. 17 | <p>Amendment requested (KTPL)</p> <p>Checklist for information to be submitted.</p> <p>(i) Memorandum of Understanding -Format 7 is applicable for Consortium members, therefore please add the word "if applicable"</p> <p>(ii) Board Resolution for Bidding Entities - Format 8 is applicable for Consortium members, therefore please add the word "if applicable".</p> <p>(iii) Undertaking for Individual Members Format 9 is applicable for Consortium members, therefore please add the word "if applicable".</p> <p>(iv) Letter of Comfort and Undertaking from Associate (on the Letter Head of the Associate). It is applicable in the case of Consortium, therefore please add the word "if applicable".</p> <p>(v) Certificate from Statutory Auditor/Company Secretary Regarding Associate. It is applicable in the same of Consortium, therefore, please add the word "if applicable".</p> <p>(vi) Copy of Draft Agreement along with Schedules initialed by the Bidder. It is not provided along with the RFP. Please provide the same or delete it.</p> | <p>Checklist for information to be submitted (in prescribed format) for the qualification proposal in the below table:</p> <p>(i)Memorandum of Understanding (if applicable): Format 7 This format 7 is applicable for the bidder bidding in consortium</p> <p>(ii)Board Resolution for Bidding Entities(if applicable)- Format 8 This format 8 is only applicable for the bidders bidding in consortium.</p> <p>(iii) Undertaking for individual member(if applicable)-Format 9 This format 9 is applicable for the bidder bidding in consortium.</p> <p>(iv) Letter of comfort and undertaking form Associate is applicable in case of consortium only.</p> <p>(v) Certificate from Statutory Auditor/ company secretary regarding associate. (applicable only in case of consortium)</p> |

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| 8 | clause 3.7.3, page no. 18 | <p>The proposal along with the copy of instruction to Bidders as Part I and agreement with Schedules as Part II as mentioned in clause 3.3.1.3</p> <p>Amendment requested (KTPL)</p> <p>Delete the words "and Agreement with Schedules as Part II" from the para since agreement is not provided along with the RFP hence unable to submit it duly signed each page.</p> | The service agreement will be given to selected bidder after conclusion of contracting process. |
| 9 | clause 3.7.7, page no. 18 | <p>Resolutions from the Bidder/Undertaking-</p> <p>Amendment requested (KTPL)</p> <p>Format 8 provided is related for the bidder who are bidding as Consortium. It is not applicable for the single entity bidder. Hence this clause to be deleted/corrected.</p> | The Proposal shall be accompanied by the Resolutions from the Bidder / Member for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8(applicable in case of consortium). |
| 10 | Clause 3.8 | <p>Amendment requested (KTPL)</p> <p>Additional Requirement for Proposals from a Consortium, page no. 18 Format no.9 -Undertaking for Individual Members related to the bidder who are bidding as Consortium, hence it is to be added in the clause 3.8</p> | The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful; to participate and undertake the Project. The format for the Board Resolutions 20 / Undertaking that shall be submitted is given in FORMAT 8 and Format 9. |
| 11 | Clause 3.11.1, page no. 20 | <p>Proposal due date and time .</p> <p>RFP submission date and time is to be corrected as per submission date mentioned on page no. 6, clause 1.2. Important Dates and Information.</p> | Proposal should be submitted positively by (02/02/16), (the "Proposal Due Date"), at the address given in Clause 3.10.2 in the manner and form as detailed in this RFP. Proposals submitted in any other manner will not be accepted. |

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| 12. | Clause 3.19, page no. 22 | <p>Amendment requested (KTPL) Performance Security. Format of Bank guarantee not provided with the RFP. Please provide format of bank guarantee.</p> | Performance Security: Generalized format can be used for the Bank Guarantee. |
| 13. | | <p>Amendment requested (KTPL) <i>Payment terms and mode of payment in not mentioned in the RFP. Please provide.</i></p> | The payments in lieu of contract could be made on a monthly basis by the engaging agency and the service provider, which may be in the form of bank transfer/Demand draft. |
| 14 | page 27 | <p>Amendment requested (KTPL) Under Format 1 Covering Letter for proposal submission, page 27 Para 10 from top which read as "I/We further certificate that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees" is to be deleted in its whole. (Reason: The scope of definition of crime under Indian Law is very wide. For example if a person jumps a red light signal and is fined for this offence, it can be defined as criminal case or if a competitor of an organization files a fictitious criminal complaint against a Company's Chairman or Director, the case will remain pending before the criminal court before the judgement is announced, making ground for disqualification of bid of a company.)</p> | Delete following "I/We further certificate that no investigation by a regulatory authority is pending either against bidding organisation" |

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| 15 | Clause 5.3.3, page 18 | <p>Amendment requested (KTPL) Format 4 Affidavit (non-Conviction), page no. 32 Point no . 4 (b) "The M/shave/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court."</p> <p>Please delete words "nor any criminal case(s) is/are pending before any Competent Court."</p> <p>(Reason: As explained above under point no. 14.).</p> | Format 4 Affidavit (non-Conviction), page no. 32 Point no . 4 (b) "The M/shave/has not been convicted of any offence before any Competent Court. |
| 15 | | <p>Amendment requested (KTPL)</p> <p>Mobilization Advance: Please incorporate mobilization advance clause in the RFP. At least 30% mobilization advance should be provided to the selected bidder to initiate the project.</p> | No change from original RFP |
| 16 | Page No.7, Point 1.2 | <p>Amendment requested (faber sindoori) states that cost of proposal document is Rs 500, whereas page 12 point 3.3.1.5 states that “ The RFP document is also available on the website (http://nhmnagaland.in/). Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee Rs 1000/- by way of cash”. Further our representative, during his visit for the pre-bid meeting paid Rs 500 as advised by the authorities for Tender document fee. We have enclosed the scan copy of the receipt along with this letter. We understand that the self-attested photocopy of this receipt shall be submitted along with the qualification bid for proof of payment of tender document fee.</p> | “ The RFP document is also available on the website (http://nhmnagaland.in/). Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee Rs 500/- by way of cash/Demand draft”. Demand draft should be in favor of Mission Director, National Health Mission, Kohima, Nagaland, payable on any Scheduled Bank in Kohima |

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| | | Kindly advice whether our understanding is correct. | |
| 17 | Clause 5.5.1, page no. 20 | <p><i>Amendment requested (faber sindoori)</i></p> <p>Page No.12, Point 3.3.1.3 states that draft agreement along with its schedules is enclosed part of RFP. Further page No.18, Point 3.6.2 (Tabular column) states that draft agreement along with its schedules shall be initialled by the bidder and submitted along with the qualification bid. But the same is not available in the RFP document.</p> | The service agreement will be given to selected bidder after conclusion of contracting process. |
| 18 | Page NO 7 Ponit 1.2 | <p><i>Amendment requested (faber sindoori)</i></p> <p>states closing date and time for receipt as 2/2/2016;3:30pm (IST), whereas page 12, point 3.3.1.10 states that "RFP submission by bidders must be done positively by 05/10/2015 @ 5pm.</p> | RFP submission by bidders must be done positively by 2/2/2016;3:30pm (IST). |

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| 19 | Page NO.20, point NO.3.10.5 | <p>Amendment requested (faber sindoori) states that there should be four covers and all of them should be placed in an outer envelope.</p> <p>But while studying point no 3.10 w understand the following:</p> <p>a. One set of original qualification bid with all supporting documents, two set of duplicate qualification bid with all supporting documents and one electronic form on a CD should be place in one cover –part 1</p> <p>b. One original copy of financial bid should be placed in one cover- part 2 (No duplicate copies)</p> <p>c. Bid security –part 3</p> <p>we kindly request you to clarify whether our above understanding on the method of sealing and signing the proposal is correct and there should be only three(3) covers</p> | No change 3.10.1 to 3.10.13 remain same as in RFP. |
| 20 | | <p>Amendment requested (Mediciti Healthcare Services) The repair down time could be extended to 10 days instead of 7 days. This is necessary because sending the spares to the site take long time due to logistics problem. All spares cannot be taken by flight. So please consider.</p> | NO change. |
| 21 | | <p>Amendment requested (Mediciti Healthcare Services) Providing an office space of about 400 Sqft in the Hospital Premises at Dimapur and Kohima for keeping the Spares and running the operations.</p> | Not possible, due to security reasons. |
| 22 | Page no.13, Clause 3.4.2.5 | The bidder shall be entitled to receive the penalty charges from the authority for not confirming the obligation and service as per the provision of the | Deleted |

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| | | Agreement. | |
| | | <p>3.4.2.13 As per clause - Scope of work-3.4.2.1-(ii), while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days, the following penalty would apply to every extra day beyond 7 days: a. For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs.300 every extra day beyond 7 days b. For equipment whose declared asset value is above Rs.10, 000 but below Rs. 100,000- a penalty of Rs.500 every extra day beyond 7 days c. For equipment whose declared asset value is above Rs.100, 000 but below Rs. 100, 00, 00- a penalty of Rs.1000 every extra day beyond 7 days d. For equipment whose declared asset value is above Rs.100, 00, 00- a penalty of Rs.3000 every extra day beyond 7 days.</p> | <p>3.4.2.13 As per clause - Scope of work-3.4.2.1-(ii), while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days, the following penalty would apply to every extra day beyond 7 days: a. For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs.300 every extra day beyond 7 days b. For equipment whose declared asset value is above Rs.10, 000 but below Rs. 100,000- a penalty of Rs.500 every extra day beyond 7 days c. For equipment whose declared asset value is above Rs.100, 000 but below Rs. 100, 00, 00- a penalty of Rs.1000 every extra day beyond 7 days d. For equipment whose declared asset value is above Rs.100, 00, 00- a penalty of Rs.3000 every extra day beyond 7 days. Violation of any clause shall lead to a penalty.</p> |