



**REQUEST FOR QUALIFICATION (RFQ) cum REQUEST FOR
PROPOSAL (RFP) BID DOCUMENT**

**CORRIGENDUM OF
SELECTION OF CT SCAN SERVICE PROVIDERS FOR
SELECT LOCATIONS IN UTTAR PRADESH (Category 1)**

Issue Date: 22/10/2016

Bid Reference No.: SPMU/NHM/Procure/CT Scan/2016-17/27/01A

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A Corrigendum is being issued for tender “SELECTION OF CT SCAN SERVICE PROVIDERS FOR SELECT LOCATIONS IN UTTAR PRADESH (Category 1)” having Bid Reference No. SPMU/NHM/Procure/CT Scan/2016-17/27/01A, first published on 12/08/2016 and last re-published with revisions (as Revised RFP) for re-tendering on 20/10/2016 on NHM website <http://upnrhm.gov.in>.

The Corrigendum to the Revised RFP published on 20/10/2016 contains the following modifications to the tender document:

| # | Clause Title | Clause Ref. No. | Existing Clause | Revised Clause |
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| 1. | Part I – Instruction to Bidders: Scope of Work – Work Description | 1.8.2.1 | The Service Provider will be provided a free-of-cost space for CT Scan Center by the Paying / Implementing Authority within the District Hospital premises, having uninterrupted power supply and a dedicated adjacent space for setting up a DG Set/Generator as power back up. The Service Provider shall make the space provided for DG Set/Generator compliant to all applicable guidelines stipulated by State or Central Government. The Service Provider shall also make complete arrangements (including procurement of 16 slice CT Scan machine) with respect to compliance with AERB and Medical Imaging Standard No. CEA/MIS – 028 to make the provided CT Scan Center space operational (Declaration for same needs to be submitted). | The Service Provider will be provided a free-of-cost space for CT Scan Center by the Paying / Implementing Authority within the District Hospital premises. The Paying/Implementing Authority will also provide power supply connection with a separate billing meter. Service Provider will be responsible for paying the electricity bills. There would also be a dedicated adjacent space for setting up a DG Set/Generator as power back up. The Service Provider shall make the space provided for DG Set/Generator compliant to all applicable guidelines stipulated by State or Central Government. The Service Provider shall also make complete arrangements (including procurement of 16 slice CT Scan machine) with respect to compliance with AERB and Medical Imaging Standard No. CEA/MIS – 028 to make the provided CT Scan Center space operational (Declaration for same needs to be submitted). |
| 2. | PART II – Draft Contract Agreement - TERMINATION | Article 19.4 | Other rights and obligations of the Authority Upon Termination for any reason whatsoever: (a) The Service Provider shall be deemed to have taken possession and control of the Equipment forthwith and vacated the Project site/premises for Authority’s usage; (b) The Authority shall be entitled to restrain the Service Provider and any person claiming | Upon Termination for any reason whatsoever: (a) The Service Provider shall take possession and control of the Equipment forthwith and vacate the Project site/premises for Authority’s usage; (b) Thereafter Authority shall be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the |

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| | | | through or under the Service Provider from entering upon the District Hospital or any Authority controlled part of the Project; | District Hospital or any Authority controlled part of the Project; |
| 3. | PART II – Draft Contract Agreement - COMPENSATION UPON TERMINATION | Article 26.1.1 | <p>Termination due to Force Majeure Event</p> <p>(i) If the termination is due to a Force Majeure Event, compensation payable to the Service Provider shall be: Total Debt Due LESS any amount due to the Authority by the Service Provider under this Agreement LESS all insurance claims received or admitted.</p> <p>provided the Debt Due, as the case may be shall not exceed the Actual Project Cost.</p> | <p>Termination due to Force Majeure Event</p> <p>If the termination is due to a Force Majeure Event, compensation payable to the Service Provider shall be as per the following:</p> <ol style="list-style-type: none"> 1. Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages as per the provisions of this Agreement 2. Disbursement of Monthly Fee/Payment due LESS any deductions/penalties and Insurance claims received or admitted prior to occurrence of Force Majeure event, if the Service Provider maintains Insurance Cover as stipulated under Article 15 of this Agreement. |
| 4. | PART II – Draft Contract Agreement - COMPENSATION UPON TERMINATION | Article 26.1.2 | <p>Termination due to Service Provider Default</p> <p>If the termination is after the Commissioning Date, due to a Service Provider Default, the compensation payable by the Authority to the Service Provider shall be: 90% (ninety percent) of Total Debt Due; provided no compensation shall be payable to the Service Provider if the Service Provider fails to maintain Insurance Cover as stipulated under Article 15 of this Agreement.</p> <p>No Termination compensation shall be due or payable on account of a Service Provider Even of Default occurring prior to Commissioning Date.</p> | <p>Termination due to Service Provider Default:</p> <p>If the termination is due to a Service Provider Default, no Termination compensation shall be due or payable by the Authority to the Service Provider and the entire Performance Security would be forfeited.</p> |
| 5. | PART II – Draft | Article 26.1.3 | Termination due to Authority Default | Termination due to Authority Default |

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| | Contract Agreement - COMPENSATION UPON TERMINATION | | If the termination is due to an Authority Default, the compensation payable by the Authority to the Service Provider shall be equal to the aggregate of (i) Total Debt Due plus (ii) 120% (one hundred twenty per cent) of the Adjusted Equity | If the termination is due to an Authority Default, the compensation payable by the Authority to the Service Provider shall be as per the following: 1. Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages as per the provisions of this Agreement 2. Disbursement of Monthly Fee/Payment due LESS any deductions/penalties and Insurance claims received or admitted prior to occurrence of the Authority Default, if the Service Provider maintains Insurance Cover as stipulated under Article 15 of this Agreement. |
| 6. | PART II – Draft Contract Agreement - COMPENSATION UPON TERMINATION | Article 26.1.4 | For the purpose of calculation of Termination Compensation, Debt:Equity shall be taken as the minimum of actual value 70:30. | [Deleted] |
| 7. | PART II – Draft Contract Agreement - COMPENSATION UPON TERMINATION | Article 26.1.7 | Payment of Compensation to Lenders The Service Provider hereby irrevocably authorises the Authority to pay to the Lenders or at their instruction to any designated bank account in India the compensation payable to the Service Provider. The Service Provider confirms that upon such payment being made, the Authority shall stand duly discharged of its obligations regarding payment of compensation under this Agreement and the charge created by the Service Provider in favour of the Lenders on any of its assets taken over by the Authority shall stand satisfied and all such assets shall on and from the end of Contract or completion of Contract Agreement period be free from such charge. The Service Provider further confirms that | [Deleted] |

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| | | | <p>payment of compensation by Authority in accordance with this Article 26.1.8 shall be a valid discharge to the Authority in respect of Authority's obligation regarding payment of compensation to the Service Provider under this Agreement.</p> <p>Provided notwithstanding anything inconsistent contained in this Agreement, the Service Provider/the Lenders as the case may be shall be entitled to remove at its/ their cost all such movables which are not taken over by the Authority and to deal with the same in accordance with their respective rights under law.</p> <p>Provided further, if there are no amounts outstanding and a certificate to that effect issued by the Lenders is furnished by the Service Provider to the Authority, the compensation shall be paid by the Authority to the Service Provider directly.</p> | |
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