

Minutes of Pre-bid Meeting of the Tender published for selection of agency for providing Pathology Services at Designated Government Healthcare Facilities of Bihar.

1. With reference to the Notice Inviting Tender (NIT) Reference No.: **01/SHSB/PPP/Free Pathology Services/2021-22 published** in different newspapers by PR No.– 002096 (Ni.Ni)/21-22 and uploaded on the websites “ <http://www.eproc.bihar.gov.in/BELTRON> ” and “statehealthsocietybihar.org”, for selection of an Agency for providing Pathology Services at Designated Government Healthcare Facilities of Bihar, the Pre-Bid meeting was held on **17/06/2021** at **11.00AM** in the Conference Hall of the ‘State Health Society, Bihar (SHSB), Pariwar Kalyan Bhawan, Sheikhpura, Patna’.
2. The following members were present in the Pre-bid Meeting:

(i) Dr. Kaushal Kumar, Director-in-Chief (Administration), Health Services, Govt. of Bihar	Chairman
(ii) Dr. Ravi Shankar Singh, CMO (NFSG), Regional Office for health & family Welfare, Govt. of India, Patna	Member
(iii) Shri Suman Prasad Sah, Administrative Officer, SHSB, Bihar	Member
(iv) Shri Kamal Nayan, Deputy Secretary-cum-I/C PPP, SHSB	Member
(v) Shri Yogendra Prasad, Additional Director (Finance), State Health Society, Bihar	Member
(vi) Dr. Manish Kumar, PMCH, Patna (Representative of Dr. Naveen Kumar Bariyar, HOD Pathology Department, PMCH, Patna)	Member
(vii) Dr. Bipin Kumar, HOD, Pathology Department, IGIMS, Patna	Member
(viii) Shri Neeraj Kumar, Representative of SRU, Patna	Member
3. The following bidders participated or sent their queries with respect to the Pre-bid meeting:

1. Samta Gramin Vikash, Katihar	2. Dr. Remedies Lab
3. Abhi Medico Pvt. Ltd.	4. Metropolis Healthcare Ltd.
5. Suraksha Diagnostic	6. Brij Health Services Pvt. Ltd.
7. Shiv Diagnostic	8. Serum Analysis Center Pvt. Ltd.
9. Evanta Pvt. Ltd.	10. Softech Healthcare Solution
11. POCT Services	12. SSS Healthcare
13. Apollo Diagnostics	14. Medilab
15. Apollo Health and Lifestyle Limited.	16. HLL Lifecare Limited

4. The following queries were raised during the Pre-bid meeting and submitted via email on :- dxserviceshs@gmail.com

Sl. No.	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarification/ Recommendations
1	Page No. 4, Section-I, Clause 12, & Page No. 8, Section-II, Clause 8.	The tender must be accompanied by Earnest Money Deposit (EMD) of Rs. 65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) in the shape of Demand Draft from any Schedule Bank in favour of <i>“The Executive Director, State Health Society, Bihar”</i> payable at Patna, or transferred directly to the bank account of the SHSB, through NEFT/ RTGS/ UPI etc. In addition, if bidding for both the two clusters (of districts), the bidder should submit two separate EMD (single Demand Draft) of Rs. 65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) .	Reduce the EMD amount to Rs 5.00 Lakh per Cluster	No change recommended
2	Page No. 9, Section-II, Clause 9.8 (v)	For highlighting experience in medical laboratories services and operating 30 (Thirty) independent laboratories, as defined in Eligibility criteria.	30 Laboratory no's are contradictory with the 15 no's mentioned in eligibility criterion	“For highlighting experience in medical laboratories services and operating 15 (Fifteen) independent laboratories, as defined in Eligibility criteria.” (Amendment as above is recommended)
3	Page No. 12, Section-III, Clause 2.3	The bidder (in case of sole bidder) must have at least 15 independent fully functional laboratories during the last 3 years, as on the bid due date.	Request to please amend that, remove the 3 years' experience. Authority can ask the Govt. PPP project experience and 15 labs as on bid due date for healthy participation.	Amendment not recommended as 3 years 'experience of managing 15 functional laboratories is a bare minimum requirement considering the project size under consideration. (Clarification as above is recommended)

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4	Page No. 12, Section-III, Clause 2.3	Self-attested copy of Valid license issued by authorised government authority/ department/ entity, issued at-least before 3 years of bid due date (include renewal certificate, if applicable) for each of the laboratories for which experience has been claimed by the bidder (sole bidder or for consortium shall mean each of the partners including the lead partner)	More clarification required for documentation and amend that , allow bidder to provide the agreement copy signed with Hospital/PPP projects etc.	<p>“Self-Attested copy(ies) of “Valid License issued by appropriate authority/ valid Registration with appropriate authority, as applicable in the state in which the laboratory is operational and where such License/registration is mandatory for conducting the business of diagnostic laboratory and such license/ registration must have been obtained at least 3 years prior to bid due date (include renewal certificate, if applicable for each of the laboratories for which experience has been claimed by the bidder (sole bidder or for consortium shall mean each of the partners including the lead partner)”.</p> <p>(Amendment as above is recommended)</p>
5	Page No. 18, Section-IV, Clause 8.5	The SHSB reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.	Please amend, it shall be decided mutually	<p>“The SHSB, in mutual agreement with the selected agency, may at the time of Contract award and/or during validity of contract, increase or decrease the scope of services without any change in unit price or other terms and conditions.”</p> <p>(Amendment as above is recommended)</p>

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6	Page No. 20, Section-V, Clause A.1.5	The state health authority may decide to add/ delete/ modify the list of tests prescribed at various levels of public health facilities and to add/ reduce the total number of facilities for which contract has been signed, upon mutual agreement with the agency. Further, state health authority may decide to also amend the TAT for different pathology tests based on actual requirement.	It will be decided mutually for the viability of the project	No change recommended.
7	Page No. 20-21, Section-V, Clause A.1.9.e	The service provider shall be responsible for providing the required sample collection consumables (syringes and vials), storage equipment for samples and any other additional requirement for safe storage of samples to CHC/PHC/UPHC/UCHC, and pick-up samples at-least once daily. Sample collection from the patients, centrifugation and storage of samples will be the responsibility of the CHC/PHC/UPHC/UCHC staff. The agency, however, shall provide Standard Operating Procedure (SOP) for sample storage to the CHC/PHC/UPHC/UCHC staff.	Request more clarification in this regard: Bidder has to collect pre-collected samples? Bidders can send the report on-line. & CHC/PHC/UPHC/UCHC staff can provide the print copy to patients?	Scope clearly defined in the clause under reference. Scope of work defined on Page 21, clause 1.14 (Clarification as above is recommended)
8	Page No. 22, Section-V, Clause 2.2	The Health Authority (SHSB/ DHS) will provide space within the SDH/ DH for establishment of Mini/ Major labs. The 'Mini Labs' will be Brownfield establishments, within the premises of the healthcare facility, and planned to be ~250-300 Sq. ft.; and the 'Major Labs' will be Greenfield establishment within the healthcare premises, i.e. ~700-800 sq. ft vacant land will be provided to the selected agency for installation of pre-fabricated structure (single/ double floor) at its own cost for	Request to please amend that , Min. 1000 sq.ft space for Mini lab is to provided. Min. 2000 sq.ft space for Major lab is to provided.	"The Health Authority (SHSB/ DHS) will provide space within the SDH/ DH for establishment of Mini/ Major labs. The 'Mini Labs' will be Brownfield establishments, within the premises of the healthcare facility, and planned to be minimum ~250-300 Sq. ft.; and the 'Major Labs' will be Greenfield establishment within the healthcare

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		establishing 'Mini/Major Labs' within the healthcare premises.		premises, i.e. minimum ~700-800 sq. ft vacant land will be provided to the selected agency for installation of pre-fabricated structure (single/ double floor) at its own cost for establishing 'Mini/Major Labs' within the healthcare premises." (Amendment as above is recommended)
9	Page No. 24, Section-V Clause C.2	The diagnosticians can remotely validate results of tests conducted by laboratory technicians in Apex/Hub/Major/Mini labs. To ensure quality in reporting, the agency should not allow more than 200 patient samples per day to be validated by a diagnostician.	Request to please delete this clause as this will restrict the bidder to provide services.	The clause is recommended to be deleted. (Amendment as above is recommended)
10	Page No. 25, Section-V, Clause D.6	The bidder shall obtain NABL accreditation for Apex lab and at least 50% of the hub-labs of the concerned cluster, within 2 years of commencement of laboratory testing. The bidder shall appoint Quality Mangers to supervise the quality of laboratory service operation. In case of non-compliance, penalty equivalent to INR 1,00,000 per hub/Apex lab will be imposed for every 30 days of delay.	Authority can consider the valid reason for non- compliance before imposing penalty. Request to reduce the penalty amount to INR 10,000 for every 30 days of delay.	No change recommended.
11	Page No. 25-26, Section-V Clause E. 1 &	1. The selected agency <u>may</u> choose to provide service to the private patients also, through the infrastructure established under this project; however, will ensure priority service to the patients referred at Government healthcare facilities, while also	Both clauses are contradictory. Please amend that , Allow bidder to provide the processing samples of private patients in premises	No change recommended.

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	2	<p>complying to the defined Turn Around Time (ToT).</p> <p>2. The agency shall not use the infrastructure established within the Govt. healthcare facilities, i.e. agency shall not collect any samples (of private patients) within the premises of Govt. healthcare facility, or use the equipment established within Govt. healthcare facility to cater to private patients. Infrastructure established outside the Government Healthcare facilities may be used to cater to Private patients.</p>	of Government facility on its own rate but less than market price for the viability of the project.	
12	Page No. 26, Section-V, Clause 3.1 to 3.9	Illustrative example for admissible payment for different cases, assuming discovered rate for “Price per Patient Sample” as Rs. ‘X’	Request to simplify the payment structure to avoid complication & get the difficulties for verification of our monthly invoices.	No change recommended.
13	Page No. 26, Section-V, Clause F. 6 to 9	<p>6. The concerned facility level nodal person (doctors or Hospital Manager or MOIC, as decided by SHSB) will verify the log-books at the end of every day, upon verification with the test requisition forms signed by the doctors.</p> <p>7. Agency will develop comprehensive monthly report developed based on the logbook, and the MOIC/HM/authorised person will verify the report (based on the log-book).</p> <p>8. Agency will develop consolidated monthly report for the district and get the same verified & signed by Civil Surgeon (CS), based on individual monthly reports verified by individual facilities.</p> <p>9. A final consolidated report shall be submitted to the SHSB, along with Civil Surgeon approved monthly reports and KPIs automated report generated by the Lab Information Management System (LIMS).</p>	<p>It will be not possible to collect the verification from all the facility officers and submit the invoices due time for payment.</p> <p>It is requested that,</p> <p>The individual facility can be verifying the data from online web based dashboard.</p> <p>We will provide the separate user ID and password to MOIC/HM/Authorized person /civil surgeon to verify the same and send the SHSB for payment. SHSB can verify the same with submitted invoice of bidder and release the</p>	<p>“Web based verification of log-books shall be permitted. Modalities shall be shared with shortlisted bidder.”</p> <p>(Addendum as above is recommended as Clause F.10 in Section V)</p>

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			payment	
14	Page No. 26, Section-V, Clause 3.4	Case 4: For DH/SDH, More than 3 number of regular packages + any number tests from remaining regular packages, amount payable – Rs 2X	Request to please restrict the no of tests of remaining regular packages	No Change recommended.
15	Page No.27, Section-VI Clause -1.1	The Service Provider shall not, without the SHSB's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the SHSB in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.	Please delete this clause as: 1. The said is in the public domain and everyone ask the same under RTI Act 2. Successful bidder is required to submit the same with Bank for procuring the equipment loan.	No change recommended.
16	Page No.28, Section-VI Clause -5.1	The Project will be awarded for a period of 5 years from the date of agreement and may be extended up to 5 more years, based on the requirements, availability of funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and SHSB. Any extension shall not be the right of the agency.	Request to please Amend that, Project should be initially 10 years and will be extended for another 5 years. As this was done by NHM in Punjab state for 12 years	No change recommended.
17	Page No. 29, Section-VI Clause 7.3	The payments will be made through RTGS/ NEFT by 20 th of the month, after necessary verifications & deducting penalties (if any). In case the payment is delayed in document verification, beyond 20 th of the month, after receipt of claims with relevant documentary evidences as accepted by the concerned officials, 80% of the payment shall be released by default on 21 st day of	Authority can allow bidder for factoring facility to bidder for smooth functioning of the project	No change recommended

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		the month, and the remaining payment shall be released within 45 days of the receipt of invoices and supporting documents after verification of the documents, and after deducting any applicable penalties.		
18	Page No.29 , Section-VI Clause 7.5	The contract financial quote shall remain valid for the entire duration of the contract. A fixed escalation of 5% per annum will be applicable on the contracted rates.	Please Amend it to 10 % price escalation every year as the cost consumables, CMC, insurance salary, etc. cost are increase by 15-20% every year	No change recommended.
19	Page No. 30, Section-VI Clause 10.1, a,b,c,d	Start of Services	Request to provide the required free electricity and water up to site. Allow bidder to start service's in phase wise & Authority can extend the timeline for successfully implementation of the project	Clause 10.6: The Authority will provide water and power supply of required load till the site, and agency will make the applicable monthly payments for the consumption. Agency will take the applicable commercial connection and install applicable meters. Further, agency will undertake any/ all internal wiring/ fitting requirements at the Labs established in government premises." <i>(Addendum as above is recommended as clause 10.6 to Section VI)</i>
20	Page no.30, Section-VI,	If bidder/ agency fails to start the services within 300 days from	1 Please make an phase wise implementation of the Project	No change recommended.

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	Clause -10.4	the date of signing of the contract/ handover of space, the contract may be terminated, and the selected bidder/ agency may be blacklisted and might result in forfeiture of performance security to which, the selected bidder/ agency shall have no claims.	2. Kindly extend the timeline as per requirement for successfully implementation of the project. 3. Please delete the harsh word of termination and blacklisting, as bidder is investing crores of rupees in this project to provide the lab services to needy patients.	
21	Page No.31, Section-VI, Clause 14	Performance security	Please clarify that, If bidder successful in both clusters then bidder has to furnish 2 performance security or one?	Bidder has to submit separate performance security for the two clusters. (Clarification as above is recommended)
22	Page-33 Section -VI, Clause -21	Resolution of dispute	Please add the clause: Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration. Reference to arbitration shall be a condition precedent to any other action at law.	No change recommended

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23	Page-33 Section -VI, Clause - 23.1.a	Technology Up gradation: The machines shall be suitably upgraded by the bidder/ agency following conditions: Review by a board appointed by SHSB upon assessing the need for a technology up gradation or list of tests upgradation. Such reviews should not be made in less than one year.	Please Amend that, The Technology up gradation is to be decided mutually	“Technology Up gradation: The machines shall be suitably upgraded on mutual agreement with the bidder/ agency on following conditions: Review by a board appointed by SHSB upon assessing the need for a technology up gradation or list of tests upgradation. Such reviews should not be made in less than one year (Amendment as above is recommended)
24	Page-33 Section -VI, Clause -23.2	The bidder/ agency shall ensure storage of soft copy of all records at its own cost. In case of change of bidder/ agency for any reason, the stored data must be transferred to the new provider for continuation of storage.	As per normal practice in all NHM PPP project in India, we will provide the quarterly data in hard disc to respective Authority.	No change recommended
25	Page-34 Section -VII, Clause -1.b.iv	1-2 Phlebotomists in each facility for sample collection and phlebo-management. Phlebotomists employed should be 10+2 (science) pass and have certificate course in Phlebotomy.	The availability of the 10+2 (science) Phlebotomists is very less in the state. Please Amend that, The Phlebotomists should be 10 th pass and having CMLT certification and Phlebotomists certifies under Skill India scheme.	“1-2 Phlebotomists in each facility for sample collection and phlebo-management. Phlebotomists employed should be 10+2 pass and have certificate course in Phlebotomy.” (Amendment as above is recommended)

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26	Page No. 68 Appendix F(f)	Further, bidders are requested to submit separate financial bids for different clusters (of districts). If financial bids of different clusters are submitted in the same financial bid, the SHSB may decide to cancel the financial bid	Request to Amend that, Authority can provide Single BOQ for both cluster	No change recommended.
27	N.A	N.A	Please allow bidder to appoint the Business coordinator with an approval of Authority	Staffing defined under Appendix – A, Additional manpower is prerogative of the agency. (Clarification as above is recommended)
28	N.A	N.A	The PPP partner should be protected for the tenure of the contract against any policy of government changes	No change recommended.
29	N.A	N.A	Need a confirmation whether this Project is in compliance with Art. 299 of Constitution of India? It states that Agreement is required to be made on behalf of "President of India" or "Governor of the State" as may be applicable.	No change recommended.
30	Page-3, Section I, Clause 4.3	Providing required sample collection consumables (Syringes and Vials), storage equipment for samples and any other additional requirement for safe storage of	"storage equipment for samples and any other additional requirement for safe storage of samples to CHC/PHC/UPHC/UCHC" shall be	Not recommended

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		samples to CHC/PHC/UPHC/UCHC , pick-up samples at-least once daily from CHC/PHC/UPHC/UCHC and conduct subsequent steps i.e. sample analysis, report generation etc., as per the terms and conditions mentioned in the tender document.	avoided. It shall be the responsibility of the health facility	
31	Page No. 13, Section III, Clause 2.7	At least five laboratories of Bidder (sole bidder or for consortium shall mean cumulative laboratory of all the partners) must be NABL accredited, as on bid due date.	For Consortium, it shall be made mandatory that "at least one NABL for each partner" The scope of NABL accreditation of 5 labs shall be for multiple departments like Haematology, Biochemistry, Serology, Microbiology, etc., and not for only Single department test, e.g. Molecular Testing. At least two labs to be more than 2 years of continuous accreditation for ensuring consistency in quality maintenance.	"At least five laboratories of Bidder (sole bidder or for consortium shall mean cumulative laboratory of all the partners with each partner having at least one laboratory NABL accredited) must be NABL accredited, as on bid due date. Two, out of these five Labs to be more than 2 years of continuous accreditation as on bid due date and these two labs shall have accreditation for departments other than Molecular Testing." (Amendment as above is recommended)
32	Page-13, Section III, Clause 2.8	The bidder (in case of sole bidder) must have minimum annual average turnover of INR 50 Crore from pathology services during 'FY 2017- 18, FY 2018-19 and FY 2019-20'.	It shall be made to "annual average turnover of INR 100 Crore from pathology services...."	Not recommended
33	Page 31, Section Vi,	The successful bidder/agency shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of SHSB for an amount equal to	"Bank Guarantee issued by a scheduled Bank in favour of SHSB for an amount equal to 5% of the amount payable per	Not recommended

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	Clause 14.1	5% of the amount payable per annum calculated based on the received financial quote.....	annum calculated based on the received financial quote." reduced to 2%	
34	Page 34 Section VII Clause 1b.ii - Appendix A	One microbiologist at each Major/Mini lab established in District Hospital (DH)	To be changed to "One Specialist/Diagnostician at each Major/Mini lab established in District Hospital (DH)"	One qualified diagnostician at each Major/Mini lab established in District Hospital (DH)" (Amendment as above is recommended)
35	Page 19, Section V Clause A-1.2	The agency will also ensure sample pick-up (sample collected from patients by PHC/ CHC/UPHC/UCHC staff) from all CHCs/ PHCs/UPHCs/UCHCs in the assigned districts of the state, once daily, after the OPD hours. The sample collecting consumables (syringes, vials), storage equipment for samples and any other additional requirement for safe storage of samples will be provided by the agency; however, sample storage shall be ensured by the concerned CHC/ PHC/UPHC/UCHC .	"storage equipment for samples and any other additional requirement for safe storage of samples will be provided by the agency;" shall be avoided. It shall be the responsibility of the health facility	No change recommended
36	Page 4 Section I, Clause 12	The tender must be accompanied by Earnest Money Deposit (EMD) of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) in the shape of Demand Draft from any Schedule Bank in favour of "The Executive Director, State Health Society, Bihar" payable at Patna, or transferred directly to the bank account of the SHSB, through NEFT/ RTGS/ UPI etc. In addition, if bidding for both the two clusters (of districts), the bidder should submit two separate EMD (single Demand Draft) of Rs. 65,00,000/-(Sixty-Five Lakh Rupees	The tender must be accompanied by Earnest Money Deposit (EMD) of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) in the shape of Bank Guarantee/Demand Draft from any Schedule Bank in favour of "The Executive Director, State Health Society, Bihar" payable at Patna, or transferred directly to the bank account of the SHSB, through NEFT/ RTGS/ UPI etc. In addition, if bidding for both the	The tender must be accompanied by Earnest Money Deposit (EMD) of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) in the shape of Bank Guarantee or Demand Draft or from any Schedule Bank in favour of "The Executive Director, State Health Society, Bihar" payable at Patna, or transferred directly to the bank account of the SHSB, through NEFT/ RTGS/ UPI etc.

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		only) per cluster (of districts).	<p>two clusters (of districts), the bidder should submit two separate EMD (Single Demand Draft/BG) of Rs. 65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts).</p> <p>Justification: The EMD amount of Rs. 65,00,000/- per cluster is quite high, considering the fact that the most of Bidders will participate for both the cluster. Further, Bank Guarantee will also suffice the purpose of EMD as purpose of EMD is only to ensure the Bidder has participated in the Bid in good faith and is ready to honour the contractual obligations. In addition to this, most of the State Health Departments provides option of EMD in form of Bank Guarantee as well as Demand Draft. Therefore, we humbly request you to modify the clause.</p>	<p>In addition, if bidding for both the two clusters (of districts), the bidder should submit two separate EMD (single Demand Draft) or two separate Bank Guarantee of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts). Format of Bank Guarantee as per Annexure J.</p> <p><i>(Amendment & Addendums above is recommended)</i></p>
37	Page 12, Section III Clause – 2.1	The Bidder (sole bidder or for consortium shall mean each of the partners including the lead partner) must be an established entity under Companies Act, 1956/ 2013, or Limited Liability Partnership Act 2008; OR Societies Registration Act 1860, or Indian Trusts Act 1882	The Bidder (sole bidder or for consortium shall mean each of the partners including the lead partner) must be an established entity under Companies Act, 1956/ 2013, or Limited Liability Partnership Act 2008; OR Societies Registration Act 1860, or Indian Trusts Act 1882 OR Partnership Act, 1932.	No change recommended excepting amendment of Annexure-H to replace Partnership with LLP and delete the word Proprietorship, to restore parity with eligibility criteria under Section-III. Amended version of Annexure-H to be uploaded on the websites.

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			<p>Justification:</p> <p>The Partnership Firm are also recognised and well-established entity under Indian Law and one of most preferred way of doing Business in India by many Business Houses and in the existing tender document's Annexure-H "MOU-Consortium of the Bid Document" provision has been provided for Partnership Firm to form part of Consortium and in the stated eligibility criteria of Bid document, the provision for partnership firm has not been mentioned.</p> <p>Apart from above, General Financial Rules (GFRs) 2017 issued by Govt. of India does not restrict Partnership Firms to Page 3 of 7 participate in any Tender. Manual for Procurement of Works 2019 issued by Ministry of Finance also does not restrict Partnership Firms to participate in any Tender and defines Bidder as under:</p> <p>"Bidder" (including the term 'tenderer', consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a procuring entity.</p>	<i>(Amendment as above is recommended)</i>

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			CVC Guidelines also does not restrict Partnership Firms to participate in any Tender. Therefore, we humbly request you to suitably modify the clause of eligibility to include Partnership Firm.	
38	Page 12, Section III Clause – 2.3	<p>The bidder (in case of sole bidder) must have at least 15 independent fully functional laboratories during the last 3 years, as on the bid due date. In case of consortium, the bidder must have at least total 15 independent fully functional laboratories during the last 3 years, as on bid due date. However, lead partner in the consortium must have at least 10 independent fully functional laboratories and other remaining should have at least 5 independent fully functional laboratories each during the above-mentioned period.</p> <p>Mandatory Documents: Self-attested copy of Valid license issued by authorised government authority/ department/ entity, issued at least before 3 years of bid due date (include renewal certificate, if applicable) for each of the laboratories for which experience has been claimed by the bidder (sole bidder or for consortium shall mean each of the partners including the lead partner)</p>	<p>Suggestion: Mandatory Documents: Self-attested copy of Valid license issued by authorised government authority/ department/ entity, OR having Contract/MOU for Operating/providing Laboratories Services to Govt. Medical Colleges/ Institutions/ Hospitals, issued/signed at least before 3 years of bid due date (include renewal certificate/Agreement, if applicable) for each of the laboratories for which experience has been claimed by the bidder (sole bidder or for consortium shall mean each of the partners including the lead partner).</p> <p>Justification: This eligibility criteria restrict the Bidder Participation to only few. There are many occasions where Government & other Private Authorities invites Private Organisation to operate or provide services to their Laboratories, as this not only saves the running cost but also improve quality of testing and maintenance of the Laboratories.</p>	No change recommended

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			Therefore, we humbly request you to modify the clause so that a greater number of quality bidders shall be able to participate in the Tender	
39	Page 12, Section III Clause – 2.5	At the time of bidding, each of these 15 laboratories must have been performing the tests using qualified personnel (minimum 3 number of MD/ DNB/ Diploma post MBBS diagnosticians and 15 number of laboratory technicians with diploma in medical lab technology) for the past 3 years, as on bid due date.	<p>Suggestion: At the time of bidding, out of these 15 laboratories must have been performing the tests using qualified personnel (3 number of MD/ DNB/ Diploma post MBBS diagnosticians and 150 number of laboratory technicians with diploma in medical lab technology) for the past 3 years, as on bid due date.</p> <p>Justification:</p> <p>There are many prospective Bidders who provides services to Government Laboratories and these laboratories are under complete supervisions of Govt. Authorities including Selection and appointment of respective Lab Staff and not necessarily having minimum 03 Lab Staffs. Therefore, we humbly request you to modify the clause so that a greater number of quality bidders shall be able to participate in the Tender.</p>	No change recommended.
40	Page 22 Section V,	The list of equipment required to be installed at laboratories are listed in Appendix E. The service provider shall ensure that all the equipment installed are of USFDA or European CE	In the Tender Document, no detailed specification of any Equipment has been provided and only Certification of	No change recommended

Sl. No.	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarification/ Recommendations
			<p>prospective Bidder to provide best quality equipment.</p> <p>Further, you are very well aware that the USFDA is the most stringent, elaborate and widely accepted norm in terms of quality and efficacy. Thus, major equipment shall be USFDA so that there is no compromise in the quality of Equipment. (Copy of List of Equipment with Suggested Certification is attached as Annexure-01).</p> <p>Therefore, we humbly request you to modify the List of Equipment and add Certifications to it.</p>	
42	Page No. 33 Section VI Terms & Conditions	N.A	<p>OWNERSHIP OF THE INSTALLED EQUIPMENT BY THE SELECTED AGENCY:</p> <p>The ownership of the equipment's and other maintenance free allied items & accessories installed by the Selected Agency in the pathology Labs will remain with the Selected Agency at all times during the tenure of the contract including any extension thereof and post termination of the existing contract terms. The Selected Agency shall be authorized to take back possession of the movable asset deployed by it and the State Health Society, Bihar, or any other Government Authority shall not claim any right, title,</p>	<p>"Ownership status of all movable assets created from the investments made by the agency shall remain with the agency at all times."</p> <p>(The above clause is recommended to be included as an Addendum as clause 24,Section VI)</p>

Sl. No.	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarification/ Recommendations
			<p>lien, or interest in the same.</p> <p>Justification:</p> <p>The Tender requires huge investment from the Selected Agency on the Equipment, which requires financing from the Financial Institution. These Financial Institutions prefer financing only that equipment where the Title of Ownership of financed equipment is with the Selected Agency. Therefore, insertion of aforementioned clause will help the Selected Agency in easy financing of the equipment.</p>	
43	Page 37, Section VII Appendix-B	A. Package List of DH & SDH : 6.c HBA1C, 9.c-S.Vitamin B	Request to consider these test in list of Special Advanced Tests	No change recommended.
44	Page 42 Section VII Appendix-B	List of Packages for CHC/PHC/UPHC/UCHC : 6.c HBA1C 9.c- Vitamin D 3 12.c-S.Vitamin B12	Request to consider these test in list of Special Advanced Tests and TAT for CHC/PHC/UPHC/UCHC should be considered from the sample received at processing nearest Lab	No change recommended.
45	Page 13, Section III Clause 2.8	The bidder (in case of sole bidder) must have minimum annual average turnover of INR 50 Crore from pathology services during 'FY 2017-18, FY 2018-19 and FY 2019-20'. In case of consortium, the bidder must have cumulative minimum annual average turnover of INR 50 Crores from pathology services during 'FY 2017-18, FY 2018-19 and FY 2019-	<p>Suggestion:</p> <p>As we know this project is on PPP model, and huge capex is involved to execute this project. Thus, we request the department to increase the minimum average annual turnover to</p>	No change recommended.

Sl. No.	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarification/ Recommendations
		20'. However, the lead partner in the consortium must have minimum annual average turnover of INR 25 Crore while other partner(s) must have minimum annual average turnover of INR 10 Crore from pathology services during the mentioned years.	<p>INR 80 Crore from pathology services during 'FY 2017-18, FY 2018-19 and FY 2019-20', so that the department can get the quality bidders with financial stability.</p> <p>In case of consortium, the bidder must have cumulative minimum annual average turnover of INR 80 Crores from pathology services during 'FY 2017-18, FY 2018-19 and FY 2019-20'. However, the lead partner in the consortium must have minimum annual average turnover of INR 50 Crore while other partner(s) must have minimum annual average turnover of INR 25 Crore from pathology services during the mentioned years.</p>	
46	Page 13 Section III Clause -2.7	At least five laboratories of Bidder (sole bidder or for consortium shall mean cumulative laboratory of all the partners) must be NABL accredited, as on bid due date	<p>Due to the current pandemic situation across the country many labs are given NABL accreditation for single specialization. But the scope of the RFP is very vast and requires multiple expertises.</p> <p>Hence, we request the department to modify the clause a bit, and ask for bidders having labs with NABL accreditation for multiple departments like Microbiology, Haematology,</p>	Amendment recommended as made for SL. No 31

Sl. No.	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarification/ Recommendations
			Serology, Biochemistry etc. Also, minimum 2 labs should be accredited for more than 2 years to ensure the quality & performance of bidders	
47	Page39, Appendix B, Sl. No : 22-c & 23 C	22 c) Urine Culture – TAT up to 5 hours. 23 c) Stool culture – TAT up to 5 hours.		<ol style="list-style-type: none"> 1. TAT for Urine culture under SL. No : 22 c on page 39, Appendix B, amended from 5 hours to 72 hours . 2. TAT for stool culture under SL. No : 23 c on page 39, Appendix B, amended from 5 hours to 72 hours <p>(Amendment as above is recommended)</p>

Annexure: H – Memorandum of Understanding (MoU) – Consortium
(On Non – judicial stamp paper of Rs. 1000/- duly attested by notary public)

THIS **Memorandum of Understanding (MoU)** is entered into on this theday of2021

AMONGST

1. {....., a company/society/trust/LLP, incorporated/registered under the} and having its registered office at(hereinafter referred to as the “**First Part and Lead Partner**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/society/trust/ LLP, incorporated/registered under the} and having its registered office at(hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company/society/trust/ LLP, incorporated/registered under the} and having its registered office at(hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the **FIRST, SECOND and THIRD PART** are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- (A) State Health Society, Bihar (SHSB), Patna (hereinafter referred to as the “Procurer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Notice Inviting tender, dated(the “NIT”) for “**Selection of Agency to Provide Pathology Services at Designated Government Healthcare Facilities – under Public Private Partnership (PPP) mode, in the state of Bihar**”.
- (B) The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the NIT and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the NIT that the members of the Consortium shall enter into a Memorandum of Understanding (MoU) and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the NIT.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project(s).

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project(s), either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a separate entity a Special Purpose Vehicle (SPV) under Companies Act within 90 days of issue of the Letter of Intent (LoI) and shall be required to sign a contract agreement with SHSB for performing all its obligations as per the terms and conditions for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead partner of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process including submission of Performance Security (PS) and until the obligations of the separate entity, SPV shall become effective under the Agreement.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project(s) and in accordance with the terms of the NIT and the Agreement, till the obligations of the entity formed by them becomes effective in accordance with the Agreement.

6. Shareholding in the SPV *(in case a Special Purpose Vehicle (SPV) is formed by the Consortium Members)*

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

(a) First Party:

(b) Second Party:

(c) Third Party:

6.2 The Parties undertake that not less than 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times until the end of fifth anniversary from the signing of the MoU, be held by them.

6.3 Without prejudice to the above, it is expressly agreed by the Parties that prior approval of the SHSB shall be obtained in case of any change in the ownership of any member of the Consortium in the SPV. The consortium further agrees that each of the partners including lead partner in the consortium, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under the NIT, shall hold minimum 26% of the subscribed and paid up equity of the SPV until the end of the fifth (5th) anniversary from the signing of the contract with SHSB;

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the MoU

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this MoU that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MoU;
- (b) The execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or Procurer action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this MoU for the delegation of power and authority to execute this MoU on behalf of the consortium is annexed to this MoU, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, grant, concession, license or other Government authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this MoU;
- (c) this MoU is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or threatened against it, to the best of such Party's knowledge, to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this MoU.

8. Termination

This MoU shall be effective from the date hereof and shall continue in full force and effect until the formation of SPV and signing of the contract agreement with SHSB and any such term/period extensions thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Memorandum of Understanding (MoU) will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the SHSB to the Bidder, as the case may be.

9. Miscellaneous

9.1 This **Memorandum of Understanding (MoU)** shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this MoU shall not be amended by the Parties without the prior written consent of the SHSB.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD PARTNER by

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY by

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PARTY by

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Memorandum of Understanding (MoU) should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Each Memorandum of Understanding (MoU) should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This Guarantee will remain in force for the period of 180 days from the bid due date i.e. Last date & time for submission (upload) of online bidding document, as specified in the tender document/ corrigendum.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the Officer

.....

Seal, name & address of the Bank and address of the Branch