

CLARIFICATION / AMENDMENT IN RESPONSE TO THE QUERIES RAISED BY THE PROSPECTIVE BIDDERS IN THE PRE-BID MEETING HELD ON 12.3.2020, 11:30 AM AT CONFERENCE HALL, MISSION DIRECTORATE, BBSR FOR THE RFP TO SETUP A TIME BOUND ECG INTERPRETATION & REPORTING SYSTEM FOR DIAGNOSIS OF PATIENTS WITH STEMI [Advt. No. 06/20, Tender Ref. No. OSH&FWS-2020/SER/STEMI/1]

Queries raised by the prospective bidder on the tender terms & condition, specification etc. were discussed. Based on the written queries by the prospective bidder, the clarifications / amendments as decided by the committee in response to the pre-bid queries are mentioned below:

Sl.	Queries raised by the prospective bidders	Clarification /Amendment in response to the Queries
1.	<p>Payment (5.5, Page-20):</p> <p>i. The following point be added : Payment shall be processed within 15 days of submission of invoice for any particular month.</p> <p>ii. The payment clause should be amended as: The payment should be made at NHM office Bhubaneswar. Usually the payment has to be released by the tendering authority who releases the PO.</p>	<p>1.</p> <p>i. Clarification : In Scope of Work clause 3.3 B) - Responsibility of the Hospital Authority (Point no.6), it is mentioned that the monthly payment shall ensure monthly payment to the Service Provider at the respective hub & spoke hospitals within 21 days from the submission of the bill along with the details of the patients captured through the application software.</p> <p>ii. No Change in the RFP payment terms & conditions mentioned at Clause 5.5 (b).</p>
2.	<p>Responsibility of the Service Provider (Clause 3.3 A.11) Page 12: The Monthly bill should be submitted in a single point that is NHM office/DHS in Bhubaneswar. Rationale: Usually the payment has to be released by a single source, the tendering authority who releases the PO. This will help in avoiding operational inconvenience and delay in payment collection.</p>	<p>No Change in the RFP payment terms & conditions mentioned at Clause 3.3 A 11.</p>
3	<p>The mode of payment as specified at Clause 5.5 (c) page 20) should be amended as :</p> <p>i. The per ECG interpretation cost (inclusive of all tax) shall be paid on a monthly basis upon submission of bill alongwith the supporting documents regarding the details of the ECG interpretation carried out, which can be verified through the dashboard.</p> <p>ii. The fixed monthly cost including hardware, software, network connectivity, service support /training, IT maintenance and consumables shall be paid upfront within 10 working days of bill submission.</p> <p>iii. 90% of the payment for ECG interpretation to be released on bill submission and 10% on verification. amount shall be cleared after</p>	<p>No Change in the RFP payment terms & conditions mentioned at Clause 5.5 (c).</p>

	<p>verification within the 15 days of submission of bill.</p> <p>Rationale: Delay in monthly payment would lead to our inability to provide uninterrupted service owing to the high cost of maintenance in the 24x7 ECG facility. This might even create fatal consequences to the heart patient dependent on the service.</p>	
4	<p>Scope of work - Clause 3.3 A 6, Page 11 should be amended as:</p> <p>Shall provide the real time ECG interpretation and reporting services within 10 minutes for critical (STEMI) and within 20 minutes for other cases of sending the ECG recording by the Spoke hospitals. For ECGs with critical findings (such as ST elevation myocardial infarction, severe ST depression, significant brady-arrhythmias like AV block, ventricular & supra-ventricular tachy-arrhythmias), the interpretation with reports shall be provided within 10 minutes of sending the ECG recording by the Spoke hospitals. The ECG interpretation service shall include communication of the complete report and ECG images to the Spoke hospitals through internet. The complete report and ECG images shall be electronically signed by the panel of Cardiologists of the Service Provider sitting at their web clinic.</p>	<p>Amended</p> <p>The Clause 3.3 A 6 is amended as :</p> <p>“Shall provide the real time ECG interpretation and reporting services within 10 minutes for critical (STEMI) and within 20 minutes for other cases of sending the ECG recording by the Spoke hospitals. For ECGs with critical findings (such as ST elevation myocardial infarction, severe ST depression, significant brady-arrhythmias like AV block, ventricular & supra-ventricular tachy-arrhythmias), the interpretation with reports shall be provided within 10 minutes of sending the ECG recording by the Spoke hospitals. The ECG interpretation service shall include communication of the complete report and ECG images to the Spoke hospitals through internet. The complete report and ECG images shall be electronically signed by the panel of Cardiologists of the Service Provider sitting at their web clinic.”</p>
5.	<p>Operational Parameter and Penalty - Clause 5.6, Page 20 should be amended as :</p> <p>85 % of the ECG reports in a month shall be within the stipulated time frame mentioned at Clause 3.3 A 6. In the event it is below 85%, then 15% of cost per ECG reporting shall be deducted from the payment for the delayed reports.</p>	<p>No Change in the RFP terms & conditions mentioned at Clause 5.6</p>

6.	<p>Section 2, Clause 2.2 (Page 4) - Eligibility Criteria: The criteria may be amended as -</p> <p>The bidder must be either a single entity or a consortium formed by up to three entities registered in India under Company, Firm, Society or a Trust Act.</p>	<p>Amended</p> <p>The bidder must be either a single entity or a consortium formed up to three entities (including the lead member) registered in India under Company, Firm, Society or a Trust Act. However, a bidder cannot bid as a sole bidder as well as a partner in a consortium. The member of the consortium must be in the similar line of Healthcare activities / services, i.e. in the Hospital Management / Public Health Management / Running Hospital / Running Tele-ECG interpretation Services. In case of consortium, the lead member should fulfil the eligibility criteria. The lead member shall be responsible for all contractual obligations. In case of consortium, the lead member must have 51% stake in the consortium. For that the consortium agreement (Form T-12) in a Stamp Paper as per stipulated format (enclosed at Annexure-I to this pre-bid clarification) clearly mentioning the name of the Lead Member & the consortium members and their stakes in the consortium has to be furnished in the technical bid.</p>
7	<p>Section 3 - Clause 3.3, point A 10 (Page 12): The clause may be changed as -</p> <p>Shall provide training at one designated Hub Hospital to all the personnel nominated by the concerned hub & spoke hospitals. This shall be in three parts:</p> <p>Device-related training:</p> <p>Quarterly training on the use of the equipment / web based application, uploading of the ECG/ downloading the report & images.</p> <p>Training on protocols:</p> <p>Quarterly training by qualified specialists who have implemented a successful comprehensive STEMI protocol in at least one other State and have trained at least 100 medical personnel employed by the government over the last year.</p> <p>Training on management of MI:</p> <p>A half-yearly two-day training session by cardiologists and intensivists (one day of didactic lectures on diagnosis and management of STEMI, and one day of simulation assisted case-based training on day to day management of STEMI patients. One-day refresher courses to be conducted twice a year in the interim.</p>	<p>No Change in the RFP terms & conditions for training mentioned at Clause 3.3 point A 10. It is to be clarified that the rate per ECG interpretation and tele-reporting shall include all cost mentioned in the scope of work in Terms of Reference which covers the training aspect.</p>
8	<p>Section 4, Sl. 2 (Page 16) - Communication Device :</p> <p>The specification should be reframed as :</p> <p>ECG Machine should be capable of directly transmitting the ECG recording in the necessary format and other relevant parameters to the service</p>	<p>Amended</p> <p>The specification of Communication Device under Section 4 (Point 2) is amended as :</p> <p>The ECG machine should have the capability to connect to internet using 3G / 4G / Wi-Fi network, either directly from the ECG machine</p>

	<p>provider for interpretation at sufficient speed and with necessary security.</p>	<p>itself OR should have the provision of a communication port to connect to a communication device, for transmission of the ECG recording in the necessary format & other relevant parameters to the service provider for interpretation with a sufficient speed and necessary security.</p> <p>Accordingly, the technical specification of ECG at Section 4 (Sl. 1, Point no. 3) is amended as :</p> <p>Should have the capability to connect to internet, either directly from the ECG machine itself OR should have the provision of a communication port to connect to a communication device.</p>
9	<p>Section 4, Sl. 5 (Page 17) : In addition to the existing points the following points may be added :</p> <p>Reports</p> <p>Regular detailed reports on the data for the whole state and for individual clusters are available in terms of patient numbers, timelines, treatment strategies and outcomes in the following periodicity</p> <ul style="list-style-type: none"> • monthly • quarterly • annual • on demand as and when required <p>Analytics</p> <p>The following features should be added:</p> <p>The application should allow analysis of timelines and other metrics for continuous monitoring and improvement of systems</p>	<p>Clarification</p> <p>In Section 4. Sl. 5 (Last Point), it is clearly stated that the analytical software (Dashboard) should have the ability to download centre wise summary and ECG details between given dates.</p> <p>Therefore when there is a provision for search between any given dates, it can be selected as monthly, quarterly, annually or any specific dates as & when required.</p> <p>Amended</p> <p>The following features is added to the Analytical Software (Dashboard):</p> <p>The analytical software (Dashboard) shall have the provision of analysis of timelines for each ECG undertaken (ECG uploading time and time of receipt of ECG report) for continuous monitoring and improvement of systems.</p>
10	<p>Additional clause to be added :</p> <p>The service provider shall also install ECG devices and train the technicians in the nominated ambulances. These shall follow the Protocol to ensure that both primary pick-up and inter-facility transfer are performed safely and effectively.</p>	<p>Clarification</p> <p>The provision of ECG devices in Ambulance is not included in the scope of work of the service provider.</p>
11	<p>Section 5, Clause 5.5 (c) - Page 20 :</p> <p>Instead of per ECG interpretation cost, the Payment is to be made in two parts : One-time ECG machine purchase costs are to be paid in full in advance. The fixed monthly interpretation cost per hospital (inclusive of all tax) shall be paid in advance on a quarterly basis.</p>	<p>No Change in RFP clause no. 5.5 (c).</p>

12	<p>Clause 2.2 II (Eligibility Criteria) :</p> <p>The clause 2.2 II in eligibility criteria may amended as</p> <p>The bidder must have experience in implementation of at least one project on STEMI / Time bound ECG Interpretation & Tele-Reporting Services / Tele-consultation Services / Telemedicine services in Odisha. (Tele-reporting is only a smaller component of Telemedicine services. We also need Odia Speaking doctors for Tele-reporting. So kindly consider the experience of bidder having experience in Odia.</p>	No Change in RFP clause no. 2.2 II.
13	<p>Clause 2.2 III (Eligibility Criteria) :</p> <p>The clause 2.2 III in eligibility criteria may be amended as</p> <p>Should have an audited Annual Average Turnover of Rs.15 Lakhs or more in the financial years 2017-18 & 2018-19.</p>	No change in RFP clause 2.2 III (Eligibility Criteria)
14	<p>Clause 3.4.3 (STEMI implementation Flow Chart) :</p> <p>Instead of Cardiologist, Medicine Specialists can also provide ECG review. So kindly consider Medicine Specialist (MBBS,MD) / Cardiologist (MBBS,MD,DM)</p>	<p>No Change in RFP Clause 3.4.3 (STEMI Implementation Flow Chart).</p> <p>The Tele-ECG Reports has to be signed by a Cardiologist (MBBS,MD,DM)</p>
15	<p>Clause 4.1 Technical Specifications – ECG Machine Point no. 4 :</p> <p>The clause may be modified as</p> <p>Should have in-built printer / Thermal printer connected to the ECG machine through Bluetooth.</p>	<p>No Change in RFP Clause 4.1 Technical I Characteristics – ECG Machine Point no. 4</p> <p>The ECG machine shall have the provision of in-built printer.</p>
16	<p>Clause 4.1 Technical Specifications – ECG Machine Point no. 5 :</p> <p>The clause may be modified as</p> <p>Should have real-time display for 12 channels of ECG data either on the device or through connected Mobile phone</p>	<p>No Change in RFP Clause 4.1 Technical Characteristics – ECG Machine Point no. 4</p> <p>Mobile Phone shall not be used. The display has to be there in the ECG machine itself.</p>
17	<p>Clause 4.1 Technical Specifications – ECG Machine Point no. 8 :</p> <p>The clause may be modified as</p> <p>Should have built-in keyboard (mechanical / touch screen) / mobile phone screen connected to the ECG machine to enter patient id, age and gender etc.</p>	<p>No Change in RFP Clause 4.1 Technical Characteristics – ECG Machine Point no. 8</p> <p>The ECG machine shall have built-in keyboard (mechanical / touch screen). Mobile phone shall not be used for entering data related to patient id, age and gender etc.</p>
18	<p>Clause 4.1 Technical Specifications – ECG Machine Point no. 9 :</p> <p>The clause may be modified as</p> <p>Should have an in-built colour display of at least 4" diagonal size/ display through smart phone</p>	<p>No Change in RFP Clause 4.1 Technical Characteristics – ECG Machine Point no. 9</p> <p>The ECG machine shall have in-built colour display of at least 4" diagonal size. Mobile Smart Phone shall not be used for a display device.</p>
19	<p>Clause 4.1– ECG Machine (Power Supply) Point no. 2 :</p> <p>The clause may be modified as</p> <p>Printer must operate without AC power input and be able to print at least 50 ECGs on a full battery charge.</p>	<p>No Change in RFP Clause 4.1– ECG Machine (Power Supply) Point no. 2</p> <p>Printer must operate without AC power input and be able to print at least 100 ECGs on a full battery charge.</p>

20	Clause 4.1 – ECG Machine (Quality Certification) Point no. 1 : Must be CDSCO Govt. of India certified and not necessarily CE/FDA	No Change in RFP Clause 4.1 – ECG Machine (Quality Certification) Point no. 1.
21	Clause 4.7– Trolley Must be portable and handheld device like a Mobile phone.	No Change in RFP Clause 4.7 (Trolley) The trolley is meant for the ECG machine and it's accessories to be placed. No smart phone shall be used.

Extension of Bid Submission:

Date & Time of Bid Submission : Extended to 17.4.2020, 3 PM

Date & Time of Bid opening : Extended to 17.4.2020, 3.30 PM

N:B: The amendments / Clarifications mentioned above are to be treated as amendments / clarifications to the terms & conditions of the above tender reference. All other terms conditions remain as mentioned in the tender document remain unchanged.

Sd/

**Mission Director,
NHM, Odisha**

Form T-12
Format for Consortium Agreement

(On stamp paper of Rs.20/- to be purchased in the name of executants)

THIS Consortium Agreement executed on this day of..... Two Thousand
..... By:

M/s. a Company/ Society / Trust incorporated
under the laws of and having its registered office
at (hereinafter called the "**Prime Bidder/Lead Member**" which expression
shall include its successors); and

M/s. a Company / Society / Trust
incorporated under the laws of..... and having its
registered office at..... (hereinafter called the "**Member(s)**" which expression
shall include its successors)

The Prime Bidder/Lead Member, the Members shall collectively hereinafter be called as the
"Consortium Members" for the purpose of submitting a proposal (hereinafter called as
"Proposal") to Odisha State Health & Family Welfare Society (hereinafter called "OSH&FWS")
in response to OSH&FWS's Request for Proposal Document (hereinafter called as "RFP"
Document) Dated..... to select a bidder for

AND WHEREAS this RFP document through the pre-bid amendment stipulates that a
Consortium of maximum three members, meeting the requirements stipulated in the RFP
document & subsequent pre-bid amendment may submit a proposal signed by Lead
Member of the Consortium Members so as to legally bind all the Members of the
Consortium who will be jointly and severally liable for the performance and all obligations
there under to OSH&FWS. A duly signed Consortium Agreement shall be attached to the
Proposal.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises all the Parties to this Consortium Agreement do
hereby agree as follows:

1. M/s..... shall act as Lead Member for and on behalf of Consortium
Members. The said Consortium Members further declare and confirm that we will jointly
and severally be bound and shall be fully responsible unto OSH&FWS for the successful
performance of the obligations under the Request for Proposal (RFP) and resulting
Agreement(s) submitted / executed by the Lead Member in the event of the selection of
Consortium as Agency.
2. That M/s..... which is the Lead Member of the Consortium shall invest and
continue to invest in the Consortium for the Contract Period as specified in the RFP
document. The % of Share of the Lead Member & other Member(s) in the consortium
shall be as under:
 1. Lead Member Share : _____%
 2. 2nd Member Share : _____%
 3. 3rd Member Share : _____%

In case of any breach of the stipulations of the RFP Document by the Lead Member, Consortium Members along with the Lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RFP and resulting Agreement(s).

3. If OSH&FWS suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection as Agency pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to OSH&FWS on its demand without any demur or contest. It shall not be necessary or obligatory for OSH&FWS to proceed against the Lead Member before proceeding against or dealing with the Second Member.
4. The financial liability of the Consortium Members to the OSH&FWS, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to OSH&FWS.
5. It is expressly agreed by the Members that the sharing of responsibilities and obligations amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the OSH&FWS. It is clearly understood that the Prime Bidder shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its / their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
6. It is also understood by all Consortium Members that the RFP Document stipulates various obligations as well as terms and conditions related to the Transaction during Proposal stage or thereafter during the subsistence of the RFP documents i.e. the Agreements.
7. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Bhubaneswar shall have the exclusive jurisdiction in all matters arising there under.

If an invitation is issued by OSH&FWS for becoming Agency, we the Consortium Members do hereby agree that we shall be jointly and severally responsible for furnishing the Bank Security. It is also hereby agreed that Lead Member shall, on behalf of the Consortium submit the Bid Security in the form of Bank Guarantee/DD/Banker's Cheque drawn in favour of Mission Director, National Health Mission payable at Bhubaneswar (hereinafter called as "Bid Security") and also the performance security if selected, from a Nationalized/Scheduled Commercial Bank for the value and in the currency as specified by OSH&FWS.

8. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by OSH&FWS. It shall be effective from the date first mentioned above for all purposes and intents.
9. The responsibilities of all the members of the Consortium for this Project would be as stated in the table below:

Member of Consortium	Responsibilities
Prime Bidder/Lead Member	1. 2.
2 nd Member	1. 2.
3 rd Member	1. 2.

IN WITNESS WHEREOF, the Members to the Consortium Agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

1. Common Seal of..... has been affixed in my/our presence pursuant	For and on behalf of Lead Member M/s..... (Signature of authorized representative)
--	---

WITNESS

1.....
(Signature)
Name.....
Designation.....
2.....
(Signature)
Name.....
Designation.....

2. Common Seal of..... has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....	For and on behalf of 2nd Member M/s..... (Signature of authorized representative)
3. Common Seal of..... has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....	For and on behalf of 3rd Member M/s..... (Signature of authorized representative)

WITNESS

1.....
(Signature)
Name.....
Designation.....
2.....
(Signature)
Name.....

Designation.....