

PRE-BID CLARIFICATION / AMENDMENT IN RESPONSE TO QUERIES RAISED BY THE PROSPECTIVE BIDDERS IN THE PRE-BID MEETING HELD ON 16.6.2023, 11.30 AM AT CONFERENCE HALL OF MISSION DIRECTORATE, NHM FOR REQUEST OF PROPOSAL FOR HEMODIALYSIS SERVICE IN GOVT. HEALTH FACILITIES (Phase II) [Bid Reference No. OSH&FWS/NDP-DS/6/2023, Advt. No. 12/23]

Different queries raised by the prospective bidders on the tender terms & condition, scope of work etc. were discussed. In response to the written queries by the prospective bidders, the clarifications / amendments as decided by the committee are mentioned below:

Sl.	Queries raised by the prospective bidders	Clarification /Amendment in response to the queries
1	Tender states that the hemodialysis Dialysis machines at all the locations will be provided by the Authority with 3 years of comprehensive warranty. However, there is no clarity on whether the Authority shall handover operational Dialysis centres OR setup new Dialysis centres with basic civil, electrical and plumbing works. There is no clarity on whether new Dialysis machines will be provided to service provider. If the Authority is providing running Dialysis machines, how old are the machines and its status on Comprehensive warranty, Odometer reading of HD machines?	<p>Clarification</p> <p>i)The locations of Dialysis Centres mentioned in this tender are New Dialysis Centres. It is clearly mentioned in the tender that only the space (existing Hall / Room) shall be provided by the authority with provision of 3 phase electricity connection and water at the entry point of the proposed centre. However all the other electrical / Plumbing / civil work required for RO plant installation and water pipe line / electrical point for dialysis machine installation, furnishing of the dialysis room / waiting area with light, fan, air conditioner and partition work if any for store / nursing station / Doctor's room etc. shall be the responsibility of the Service Provider.</p> <p>ii. As new dialysis centres (in 2nd Phase) are to be established, the hemodialysis machines which will be provided by the authority shall be all new and shall carry 3 years comprehensive warranty. The procurement of new dialysis machines are under process. However, the dialysis machines provided by the authority in our 1st phase Tender (in 2018) at District Headquarter Hospital are of Make: Fresenius and Nipro.</p> <p>Therefore new dialysis machine with installation shall be the responsibility of the authority with 3 years comprehensive warranty. However, the comprehensive maintenance of the dialysis machine (with spare parts if any) after 3 years warranty period shall be the responsibility of the Service Provider which shall have to be assessed by the bidder based on the prevailing market rate of CMC of Hemodialysis manufacturer (or authorised service providers), for their cost calculation of hemodialysis session to be quoted.</p>

2.	Section - IV Scope of Work (Technician and Staff nurse): As per the page 9 of the tender document under the scope of work. Tender document states the requirement of Nurses & Technicians. However, in the Appendix M (Staffing) of the tender document it is mentioned Dialysis Technicians/nurses. The authority expects 1 technician for every 3 machines and one dedicated for dialysis machine for patients with blood borne infections per shift.	<p>Clarification</p> <p>In Appendix M (Staffing), Point No. 3 : Three Dialysis technicians / nurses: One technician for every 3 machines and one dedicated for dialysis machine for patients with blood borne infections per shift. Rest staffs shall be nurses.</p> <p>Also the Hospital Attendant (Point Nno.6) shall be a multi skilled person for patient shifting / Patient registration & session scheduling using PMNDP Portal.</p>
3.	EMD payment through Demand Draft : It is requested to allow Bank Guarantee as well	<p>Amended (Section – I : Clause 9, Section-II (Clause 3 b)</p> <p>The bid shall be accompanied by Earnest Money Deposit (EMD) of Rs.10 Lakhs in the shape of Demand Draft /Bankers Cheque / Bank Guarantee (as per Format (Annexure-I) enclosed with this Pre-bid clarification, from any National /Scheduled Bank in favour of Mission Director, NHM payable at Bhubaneswar. Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. Bids without EMD shall be rejected.</p>
4	i) Appendix A (Locations of Govt. Facilities for Hemodialysis Service): Appendix A of the tender document mentions the list of the locations where the dialysis facility needs to be set up in the state of Odisha. However, No details are given whether these locations has an existing set-up or a new set up needs need to be built. This details is important and is required by the participants as setting up a new center includes a high financial expenditure so, in order to check the viability of the projects the authority must share the data.	<p>Clarification</p> <p>i) Detail clarification is mentioned in mentioned in SI.No.1</p>
	ii) The authority is further requested to share the details of the number of dialysis patients, dialysis sessions per month at all the locations where the setup is already existing. If the setup is new then the details of the patients in the waiting list must also be shared.	<p>ii) The locations of proposed dialysis centres in this tender (As mentioned in Appendix A) are all new dialysis centres at SDH / CHC health facilities. Hence it is not possible to share data on no. of dialysis sessions / wait lists of these proposed centres.</p>
5	Offline Submission of the Tender: It is suggested that the authority should consider the submission of the tender document online through e-tender portal.	<p>No Change.</p> <p>The tender submission shall be done on an offline mode (as mentioned in the tender) through Registered Post / Courier / dropping of tender in tender box on or before the closing date & time.</p>

6	Dual water treatment system: It is requested that the authority should consider a single stage water treatment system that typically includes processes such as filtration, reverse osmosis and disinfection to remove impurities, particles, bacteria, and other contaminants from the water. This configuration can effectively produce high-quality water that meets the required standards for hemodialysis for four machines.	No Change in technical specification. As mentioned in the tender, Dual Water Treatment System shall have to be provided by the Service Provider.
7	Monitoring: It is requested that the authority should opt for Visual alarms instead of Visible & Audio Alarms	No Change
8	Endotoxin Levels: It is requested that the authority should consider the testing as per AAMI Standards and according to the standards, the recommended frequency test can be done at least once in six months instead of once monthly as mentioned in tender.	No Change
9	Scope of Work (Clause XII) : The cost of Central Venous Line / A-V Shunt / Jugular Vascular Access shall be reimbursed as per the CGHS Bhubaneswar 2014 (Non-NABH) rate. Similarly, the cost of fistula making charges shall also be reimbursed as per CGHS Bhubaneswar 2014 (Non-NABH) rate / Rate of Govt. of India. The authority is requested to kindly reconsider this clause as the CGHS Bhubaneswar rates was last revised in 2014 and no further revision has been done recently. In order to make the project economically viable the authority is kindly requested to consider the price quoted in the recent guidelines issued by NHSRC or the authority can consider to provide 15% premium on the quoted CGHS rate.	No Change It is to further clarify that in the tender [Scope of Work (Clause XII)]it is clearly mentioned that the cost per hemodialysis session to be quoted by the bidder in their price schedule (Appendix H) does not include the cost of Central Venous Line / A-V Shunt / Jugular Vascular Access / fistula making charges. Therefore wherever required, the service provider shall have to facilitate the Central Venous Line / A-V Shunt / Jugular Vascular Access / fistula making through a specialized surgeon and the cost of which shall be reimbursed as per CGHS Bhubaneswar 2014 (Non-NABH) rate (updated on 20th April 2021) / Rate of Govt. of India.
10	The tender document states that the selection of the bidder will be as per L1 criteria however no Benchmark of quoting pricing document has been mentioned in the tender document. The authority is requested to kindly clarify if the participant has to quote the free prices or they have to offer the discounts on the CGHS/State Health Scheme.	Clarification The cost per haemodialysis session to be quoted by the bidder (as per format Appendix-H of tender document) is not based on discounts on CGHS/State Health Scheme. There is also no benchmark of quoting the price. Therefore the bidders shall have to quote their cost per hemodialysis session based on the description of services mentioned in the financial bid format (Appendix-H of tender document)
11	Clause no. 4.I(4)/ Page No. 6 - Confirmation regarding furnishing Performance Security	Clarification The format of BG for performance security is

	in case of award of agreement : Please share if any specific format is available for the same	available in the tender document [(Appendix -I) / Page No.30].
12	Clause no. 4.I (8)/ Page No. 6 - Manufacturer's Authorization letter as per Appendix "B" from the Original Equipment Manufacturer (OEM) for RO Plant : As per our understanding, the equipment of RO plant gets manufactured by different manufacturer and assembled thereafter. Therefore no single OEM are authorized to sign the Authorization letter as per Appendix "B" - Please advise in this regard.	Clarification The RO plant manufacturer may manufacture the RO plant by sourcing different components of the RO plant from different manufacturers. However the RO plant manufacturers sell their product in the market in the name of their own Brand. Therefore the Manufacturer's Authorization letter as per Appendix "B" duly signed shall have to be provided by the RO Plant manufacturer in their letterhead (in Original).
13	S e c t i o n - IV Scope of Work - I - The service provider is allotted a space (@ 120 sq. ft. per machine + space for RO plant + Space for waiting area / store etc.): As the service provider is responsible for internal finishing and complete setup of each proposed unit and it is difficult to survey individual unit within the short time span, therefore it is essential to have a layout drawing of proposed 32 units for cost calculation purpose. Please do share the same.	Clarification It is not possible to provide layout of the proposed 32 dialysis units. The size of the rooms shall vary from place to place depending on the space availability of the concerned health facility. However, the prospective bidder may visit some places on sample basis for their assessment if any.
14	S e c t i o n - IV Scope of Work –II - Only the Hemodialysis machines shall be provided by the Authority: Requesting to share the machine details (make, model no.). Details is required for asserting AMC / CMC cost	Clarification Detail clarification is mentioned in mentioned in Sl.No.1
15	S e c t i o n - IV Scope of Work –III - The decision to refer a patient for dialysis in the district health facilities should originate from a qualified nephrologists /treating physicians trained in Nephrology (where qualified Nephrologist is not available) of a Govt. Hospital / Medical College: Requesting to allow private patient i.e. referred from private practitioners along with patient referred from Govt. Hospital / Medical College.	No Change For dialysis, the patient shall have to be referred by Govt. Hospital / Medical College and shall also have to be referred (in the prescribed dialysis requisition slip) to the dialysis centre by the designated authority of the concerned health facility.
16	APPENDIX –M - Qualified Nephrologists / MD, Medicine with one year of experience in Dialysis Centre (Public / Private) and performing one visit every fortnight and clinical review for all patients : As most of centres are remotely located it is difficult for a Nephrologists / MD to visit each centre every fortnight. Instead we propose tele nephrology by service provider and consultation of in-house Nephrologists /	No Change Nephrologists / MD, Medicine to visit each centre every fortnight. However in addition to that, the tele-nephrology by service provider may be provided for daily consultation if any.

	MD wherever necessary	
17	APPENDIX –M - Medical officers (on duty) – One doctor (MBBS) per shift for a maximum of 10 machines.....: As most of centres are remotely located it is difficult for a MO to visit each centre. Requesting Authority to share the required help from the in house MO of respective centre	No Change The service provider shall have to provide one doctor (MBBS) at each centre as mentioned in the tender document (Appendix-M).
18	H. Water Treatment System: 4/ Page 39 - water quality as stated in AAMI 139959:2014 / ISO 23500: 2019 / BIS 17646: Requesting Authority to share the raw water test report of each centre.	Clarification It is not possible to share the raw water test report of each centre. The service provider shall have to install the RO Plant to deliver the RO water quality as per the standard confirming to AAMI 139959:2014 / ISO 23500: 2019 / BIS 17646
19	Please share the patient footfall (OPD / IPD) for the last three months of each centre published in NIT	The OPD / IPD patient load from Apr.22 to Mar.23 of each of the centre published in NIT is enclosed at Annexure-II to this pre-bid clarification.
20	Please guide who will provide EPO and Iron injection	Clarification The authority shall provide the EPO and Iron Sucrose and hence not within the scope of the Service Provider
21	Scope of work - "The service provider is allowed a space @120 sq.ft. per machine +space for RO [plant+ space for waiting area/ storage etc.) by the authority and the service provider shall make complete arrangements to make hemodialysis facility..... ": Minimum space of 2000 sq. ft. must be provided.	Clarification Approx. 1000 - 1200 Sq ft. space shall be available which will vary from place to place depending on the space availability.
22	Scope of work (II)- "Only the Hemodialysis machines shall be.....with three years warranty. However, the AMC/CMC cost.....rest of the contract period": The AMC/CMC should be finalized by the donor of Dialysis Machines / authority and the same should be conveyed to prospective bidders so that cost per dialysis can be calculated. If it is not done, the supplier of Dialysis machines may ask for higher cost of AMC/CMC at later date, which may not be justifiable. They may twist the arm of service provider at later date, thus up setting the calculation & profitability of service provider.	Clarification Detail clarification is mentioned in mentioned in Sl.No.1
23	Scope of work (XII) - "Central venous line/A-v Shunt/Jugular Vascular access.....shall be reimbursed as per CGHS Bhubaneswar 2014 (Non-NABH) rate": Making of Central Venous line/A-V Shunt/Jugular Vascular access is a	Clarification Detail clarification is mentioned in mentioned in Sl.No.9.

	specialized job, which is done by a specialized Surgeon. It is very difficult to hire a Specialized Surgeon for the above mentioned surgical process at CGHS Bhubaneswar (NonNABH) rate. Therefore, it should be the responsibility of patients to get their Vascular access made at their own cost or the Hospital authority should get it done.	
24	Terms & Conditions 11(L) - "The Service provider shall use the Dialysis machines.....to provide the Kt/v and standardized Kt/v report for each patient to the committee": Kt/v is displayed by the machine during Dialysis when input parameters (Gender of Patient, height of Patient, Weight of Patient & ethnicity of Patient etc.) are feed in the machine. Therefore, Authority should ensure that the Dialysis machine provided is of the make & configuration which is configured to show the data of Kt/v & store for subsequent retrieval. If not, then please provide format for manual recording, filing & monitoring such data for subsequent presentation to committee. This will defeat the very purpose of digitalization as envisaged in PMNDP.	Clarification The Dialysis machine to be provided shall have the provision of configuration to show the data of Kt/v. However, the consumables required for the same if any shall have to be borne by the Service Provider.
25	Terms & Conditions 11(P) - "A no-fee receipt shall be provided by the service provider..... as a part of annual work report of the service provider for the facility: The format for the "No-Fee receipt" should be provided. Submission of such document that is "no-fee receipt" in a hard copy defeats the very purpose of digital monitoring at 'PMNDP' portal. Therefore, there should be provision in the portal itself for the provision of no-fee receipt.	Clarification The no-fee certificate is a document to be generated for each dialysis session billing with a mention: "No fee has been charged from ____ (name of the Patient) for the Hemodialysis Service" which is to be signed by the patient. This document is a part of the billing process.
26	Terms & Conditions 11(bb) - "The service provider shall be obligated to provide 24X7 (round the clock).....24 hours from the scheduled dialysis session" : The intention of this tender is to provide maintenance dialysis to ESRD patients, which is done thrice a week with 4 hours each session. In certain case twice a week dialysis may be provided based on specific recommendation of Nephrologist. Therefore, it is not possible to provide	Clarification Dialysis shall be provided everyday from Monday to Saturday (in 3 shifts a day for each dialysis session of 4 hours). Sunday shall usually be used for routine disinfection work. However dialysis may be done on Sunday in case of emergency. Therefore it is mentioned that the Service provider shall be obligated to provide 24X7 (round the clock) dialysis services if required to meet the work load, ensuring that no patient has a wait time of more than 24 hours from the scheduled dialysis session.

	service (24x7 (round the clock). The duration of dialysis session & No of shift in a day should be mentioned.	
27	APPENDIX-C (Page 22) **Attach the users certificates regarding satisfactory completion of assignments as mentioned above indicating the no. of dialysis machines on operation & management : Whether for completed assignments only user certificate is required? In our case since the contract is still ongoing do we require to submit any certificate from authorities who assigned us the contract?	Clarification User certificate for completed assignment as well as ongoing contract is required. In case of ongoing contract the certificate to be submitted from the authority awarded the contract. In both the cases, the no. of dialysis machines on operation & management need to be clearly specified in the user certificate in support of the information provided in the format Appendix-C of tender document.
28	For Micro, Small, and Medium Enterprise (MSME) company, kindly request an exemption from the submission of Earnest Money Deposit (EMD) as per the government guidelines.	No Change
29	Section V (Eligibility Criteria) – Clause No.4 : We request you to consider reducing it the past experience of operation & management of 100 dialysis machines in India in any one of the three proceeding financial years to 50 machines	No Change
30	Poaching of Staff from Existing Dialysis units – We fear that competition may indulge in recruiting staff from existing dialysis units in District Hospitals, thereby leading to disruption in existing operations. You would appreciate that trained & qualified staff (Doctors & Technicians) are difficult to replace on short notice especially if they do not serve the requisite Notice Period and this could potentially disrupt services. We request that the RFP document be amended to require NOC in case staff is recruited from Existing Dialysis Units being operated in the State Government Hospitals, we assure you that the NOC shall not be withheld if the employee serves out his/her Notice Period	Clarification HR to be deployed and its management shall be the sole responsibility of the service provider including the minimum notice period to be served by its employee. The authority is in no way responsible for the staffs leaving their job due to competition. The service provider must have adequate empanelment of staffs in order to handle such situations and to avoid any disruption of service in existing operations.
31	Other Amendments	Instruction to Bidders (Section II Clause 4(I) 5 Page No.6 : The technical bid Appendix H may be substituted as Appendix G. Similarly, Instruction to Bidders (Section II Clause 4(II Page No.6): The technical bid Appendix F may be substituted as Appendix H.

N:B: The amendments mentioned above are to be treated as amendments in the term(s) and condition(s) of the above tender reference.

**Sd/
Mission Director, NHM-Odisha**

BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

To

**The Mission Director,
National Health Mission,
Odisha**

Whereas (insert the name of the bidder) (hereinafter called the "Bidder") has submitted its proposal dated (insert date) for setting up & operate Laboratory Services (hereinafter called the "Proposal") against the RFP (Insert RFP reference number) issued by Mission Director, National Health Mission - Odisha (hereinafter called "Authority").

Know all persons by these presents that we (insert name of the bank) of (insert address of the bank) (Hereinafter called the "Bank") having our registered office at (insert regd. office address of bank) are bound unto <insert the name and address of the procuring authority> (hereinafter called the "Authority") in the sum of (insert guarantee amount) for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

The conditions of this obligation are:

If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Bid.

If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity: -

Fails or refuses to furnish the performance security for the due performance of the contract. or

Fails or refuses to accept/execute the contract. or

If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Authority the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it 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 up to _____ [(till the date), **8 months from the date of bid submission**] and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at..... (Name & Address of thebranch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our branch a written claim or demand and received by us at ourbranch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

Signature of the Authorised Officer of the Bank

Name and Designation of the Officer

Seal, Name & Address of the Bank and the Branch

District wise OPD/IPD in Public Health Facilities (DHHs, SDHs & CHCs) (From Apr.22- Mar23)				
Sl.	Name of the District	Name of the DHH/SDH/ CHC	OPD	IPD
1	Anugul	Palahara	78188	6949
2	Anugul	Talcher	89782	8256
3	Anugul	Athamallik	71110	9765
4	Balasore	Soro CHC	154568	12426
5	Bolangir	Patanagar	128693	16004
6	Bolangir	Tittagarh	138314	18420
7	Baragarh	Padampur	113003	15179
8	Cuttack	Athagarh	139332	6638
9	Cuttack	Tigiria CHC	34132	6222
10	Dhenkanal	Kamakhyanaga	135038	6336
11	Dhenkanal	Hindol	44717	2294
12	Ganjam	Chatrapur	169501	7075
13	Ganjam	Hinjilikatu	182708	3918
14	Ganjam	Aska	96450	10720
15	Kalahandi	Dharmagada	84645	10975
16	Kandhamal	Balliguda	101687	8574
17	Kendrapara	Pattamundai	186446	10009
18	Keonjhar	Anandapur	173628	29368
19	Keonjhar	Champua	97457	13201
20	Khurda	Khurda DHH	399497	13299
21	Malkangiri	Mathili	37229	6957
22	Malkangiri	Chitrokonda	26485	3208
23	Mayurbhanj	Karanjia	99328	24165
24	Mayurbhanj	Rairangpur	154031	34678
25	Mayurbhanj	Udala	127345	63333
26	Nawarangpur	Umarkote	98232	21280
27	Nuapada	Khariar	58116	9409
28	Rayagada	Gunupur	83226	9540
29	Sambalpur	Kuchinada	112602	6985
30	Sambalpur	Rerakhol	88297	6186
31	Subarnapur	Dunguripali CHC	80362	9023
32	Sundargarh	Bonaigarh	95841	16178