ANNEXURE-I

Clarification in the light of queries/suggestions received from various firms during and after Pre-Bid Meeting held on 26/07/2018

S.N.	Name of the Firm	Bidders Queries	Present Clause	Clarification/ Amendment
1	M/s Syndicate Diagnostics Pvt. Ltd.	1)The successful bidder is required to "provide necessary services as per requirement in order to ensure diagnostic testing and reporting in a regular and uninterrupted manner" needs clarifications as it is purely undefined and requires clear cut details of services required. The same must not be left as ambiguous . There must be clear distinctive scope of services such as Manpower Support, Installation of USFDA equipments at no cost basis, Accreditation support, Infrastructure Support, etc. in Condition no. 20(a) page 15 of 38.	Clause 20(a):-The successful bidder shall :- i) Maintain uninterrupted supply of Biochemical reagents to all the health facilities concerned; ii) Ensure regular maintenance and repair of the concerned equipments in order to maintain uninterrupted service; iii) Provide necessary services as per requirement in order to ensure diagnostic testing and reporting in a regular and uninterrupted manner. It is hereby clarified that no extra payment (other than the L1 rate quoted by the successful bidder for the respective Biochemical reagents) shall be made to the successful bidder for the fulfilment of the above said conditions of this clause.	The Clause 20 (a) should be read as follows :- The successful bidder shall:- 1. Maintain uninterrupted supply of Biochemical reagents to all the health facilities concerned. 2. Provide requisite Manpower support with a minimum of one trained lab technician for every machine installed at the Health Facility concerned. 3. Ensure uninterrupted functioning of all machines on 24*7 basis by providing free of cost maintenance of all machines and free of cost supply of consumables (Spares & Accessories) including all types of cleaning solution, control, calibrator and preventive maintenance kit for all semi auto & fully auto biochemistry analyzers across the state with a facility of proper standby equipment, which in case of replacement shall be deemed to be the property of the institution concerned, after three years. 4. Ensure that all such semi & fully auto biochemistry analyzer which cannot be repaired shall immediately be replaced free of cost by another Semi auto analyzer /fully auto analyzer as previous installation or higher/better model. All such new machines being used as replacement/stand by shall essentially be USFDA certified. Standby machine should be provided within a period of 48 hrs excluding Sunday and public holidays. 5. Perform all necessary connected/related activities for ensuring smooth installation and functioning of the equipments including infrastructure upgradation, supply of ancillary and allied equipments such as computer systems, printer, barcode scanner, centrifuge, refrigerator, water-bath, incubator, UPS, Air conditioner, deep freezer along with furniture and fixture, as may be required at the centers where the equipments are installed. 6. Install proper LAB Information System (LIS) at every Medical College & Hospital (MCH) & District Hospital and all speciality hospitals through which sample collection & report generation using bar code system, registration of patients and online reporting facility shall be ensured by the successful bidders. It is hereby clarified that no extra payment other than the L1 rate finalised in respect of the Biochemistry Reagents shall be made to the successful bidder for the fulfillment of the above said conditions of this clause.
		2) Late delivery charges @ Rs. 5000/- per health facility after a period of 48 hours exclusive of Sundays and Holidays. That stands without any reasonable ground, unless the services required are definitely defined and detailed.	Clause 26(f):-In case of failure of fulfillment of the provisions of Clause 20(a) as mentioned above at any health facility concerned without any reasonable ground the supplier shall be liable for LD charges at the rate of Rs.5000/- per health facility per day after a period of 48 Hrs excluding Sunday and Public Holidays.	No change.
		3) Regarding minimum "3 years old valid manufacturing license of the product quoted with latest license renewal challan as required" should not be very compulsory for the bidder. Only possession of a valid manufacturing license is sufficient for the manufacturer and not for the bidder. So it need not be necessary to be 3 years old Relaxation requested. Kindly amend the provision accordingly.	Clause 3(f):-In case of Manufacturers, Bidders must have: Minimum three years old valid Manufacturing License of the product quoted with latest license renewal challan.	Clause 3(f) is being amended as following: The bidder must have a valid manufacturing/import license.
		4) The evaluation criteria as cited in the Tender document should be more simpler as re negotiation on individual items after arriving L1 on the aggregate total parameter would not be fair because in the event if some bidder has done negative bidding to get undue advantage then in that case it would be not feasible for the L1 to further slash down the prices.	Clause 14(e):-For deciding the overall L1 bidder, the following procedure shall be adopted: Total quoted rates for all Clinical Biochemistry Reagents of each bidder shall be ascertained and L1, L2 and L3 bidder for total quoted rates shall be identified. L1 bidder shall be awarded the rate contract provided the L1 bidder agrees to match the L1 rate for all individual L1 rates of Clinical Biochemistry Reagents for which it is not the L1 bidder. If the L1 bidder refuses to match the individual L1 rates of Clinical Biochemistry Reagents for which it is not the L1 bidder, L2 of total quoted rates shall be offered to match both the total L1 rate and individual L1 rates for which it is not the L1 bidder. Similar offer shall be extended to L3 bidder and if L1, L2 and L3 refuses to comply with the terms of the offer as mentioned above, retendering shall be resorted to. Under no condition the offer shall be extended beyond L3 bidder.	Clause 14(e) shall be read as follows:- For deciding the overall L1 bidder, the following procedure shall be adopted: Total quoted rates for all Clinical Biochemistry Reagents of each bidder shall be ascertained and L1, L2 and L3 bidder for total quoted rates shall be identified. L1 bidder shall be awarded the rate contract provided the L1 bidder agrees to match the L1 rate for all individual L1 rates of Clinical Biochemistry Reagents for which it is not the L1 bidder. If the L1 bidder refuses to match the individual L1 rates of Clinical Biochemistry Reagents for which it is not the L1 bidder, L2 of total quoted rates shall be offered to match both the total L1 rate and individual L1 rates for which it is not the L1 bidder. Similar offer shall be extended to L3 bidder incase of refusal by L1 & L2. If L1, L2 and L3 refuse to comply with the terms of the offer as mentioned above, retendering shall be resorted to. Under no condition the offer shall be extended beyond L3 bidder. The final overall L1 rate shall be the sum of the individual L1 rates for all Clinical Biochemistry Reagents on conclusion of the above said counter offer process.

2	M/s Abbott Healthcare Pvt. Ltd.	1) The condition no. 20 (iii) on page 15 of the bidding document which provides for the conditions binding upon the successful bidder to " provide necessary services as per requirement in the order to ensure diagnostic testing and reporting in a regular and uninterrupted manner" is objectionable and purely undenied and therefore needs to be clarified and defined with details of services required. The same must not be left as ambiguous.	Clause 20(a):-The successful bidder shall :- Maintain uninterrupted supply of Biochemical reagents to all the health facilities concerned; ii) Ensure regular maintenance and repair of the concerned equipments in order to maintain uninterrupted service; iii) Provide necessary services as per requirement in order to ensure diagnostic testing and reporting in a regular and uninterrupted manner. It is hereby clarified that no extra payment (other than the L1 rate quoted by the successful bidder for the respective Biochemical reagents) shall be made to the successful bidder for the fulfilment of the above said conditions of this clause.	The Clause 20 (a) should be read as follows :- 1. Maintain uninterrupted supply of Biochemical reagents to all the health facilities concerned. 2. The successful bidder shall provide requisite Manpower support with a minimum of one trained lab technician for every machine installed at the Health Facility concerned. 3. The bidder shall ensure uninterrupted functioning of all machines on 24*7 basis by providing free of cost maintenance of all machines and free of cost supply of consumables (Spares & Accessories) including all types of cleaning solution, control, calibrator and preventive maintenance kit for all semi auto & fully auto biochemistry analyzers across the state with a facility of proper standby equipment, which in case of replacement shall be deemed to be the property of the institution concerned, after three years. 4. All such semi & fully auto biochemistry analyzer which cannot be repaired shall immediately be replaced free of cost by another Semi auto analyzer /fully auto analyzer as previous installation or higher/better model. All such new machines being used as replacement/stand by shall essentially be USFDA certified. Standby machine should be provided within a period of 48 hrs excluding Sunday and public holidays. 5. The successful bidder Shall perform all necessary connected/related activities for ensuring smooth installation and functioning of the equipments including infrastructure upgradation, supply of ancillary and allied equipments such as computer systems, printer, barcode scanner, centrifuge, refrigerator, water-bath, incubator, UPS, Air conditioner, deep freezer along with furniture and fixture, as may be required at the centers where the equipments are installed. 6. The successful bidder shall install proper LAB Information System (LIS) at every Medical College & Hospital (MCH) & District Hospital and all speciality hospitals through which sample collection & report generation using bar code system, registration of patients and online reporting facility shall be ensured by the successful bidders. It is hereby clarified that no extra payment other than the L1 rate finalised in respect of the Biochemistry Reagents shall be made to the successful bidder for the fulfillment of the above said conditions of this clause.
		2) Moreover, it is more embarrassing with the above condition no. 20(iii) remaining undefined that LD charges @ Rs. 5000/- per health facility after a period of 48 hours barring Sundays and Holidays, the same being without any reasonable ground. That is again objectionable and needs and amendment to the effect for betterment.	Clause 26(f):-In case of failure of fulfillment of the provisions of Clause 20(a) as mentioned above at any health facility concerned without any reasonable ground the supplier shall be liable for LD charges at the rate of Rs.5000/- per health facility per day after a period of 48 Hrs excluding Sunday and Public Holidays.	No change
		3) Let us refer to the check list point no.-7 on page 32 of the bidding document which provides for minimum 3 years old valid manufacturing license of the product quoted with latest license renewal challan. In this connection, our submission is that mere possession of a valid manufacturing license must suffice and need not be necessary to be 3 years old. Kindly amend the provision accordingly.	Annexure VI (Check list for submission of Tender) Point 7:-In case of Manufacturers, Bidders must have: Minimum three years old valid Manufacturing License of the product quoted with latest license renewal challan. Approved product list as per the license issued for quoted Clinical Biochemistry Reagents for minimum three years. Manufacturing License along with approved product list must be valid till the last date of the submission of tender. Bidders shall submit authentic copies of required manufacturing license and approved product list in support of the above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it. As per Clause 3(f)	Point no.7 of Annexure VI (Checklist for submission of Tender) and Clause 3(f) shall be read as following:- The bidder must have a valid manufacturing/import license
		4) Similar is our suggestion for amending the check list points 11 and 12 given on page 33 of the bidding document which provide for WHO-GMP/GMP/QMSC certificate issued by licensing authority for the quoted product as well as Maximum Batch production capacity certificate issued by concerned licensing authority. The same may be considered obligatory for Pharmaceutical Products manufacturing sector but the same need not be at all necessary for reagents and bidders quoting them.	Annexure VI (Check list for submission of Tender) Point 11:-The bidder must have a valid WHO-GMP/GMP/QMSC (Quality management system certificate) as per revised Schedule-'M'/fifth schedule of Medical device rules 2017/COPP Certificate of the manufacturing unit issued by concerned Licensing Authority. Self-attested copies are to be submitted As per Clause 3(j). Annexure VI (Check list for submission of Tender) Point 12:- Maximum Batch Production Capacity Certificate (section wise) issued by concerned Licensing Authority/competent Authority highlighted the quoted product section As per Clause 3(k).	Point no. 11 of Annexure VI - No change. Point no. 12 of Annexure VI is deleted.