राज्य स्वास्थ्य समिति, बिहार

Minutes of Pre-bid Meeting of the Tender published for Establishment of Program Management Unit (PMU) in SHSB .

Date:

With reference to the Notice Inviting Tender (NIT) Reference No.: - 03/SHSB/FA/ 2026-27 for Establishing a Program Management Unit (PMU) for support to Finance and Planning Cell, SHSB, published in leading Newspapers bearing PR. No. 009034 (B & C) 2026-27 and uploaded on the website "https://eproc2.bihar.gov.in", the pre-bid meeting was held on 03.08.2026 at 11:00AM.

1. The following members were present in the Pre-bid Meeting:

(i) Dr. Pranay Raj Sharan Sinha, Director-in-Chief, Health Services, Bihar	Chairman
(ii) Shri Rajesh Kumar, Joint Sec.-Cum- Administrative Officer, SHSB, Patna	Member
(iii) Dr. Ravi Shankar Singh, Regional Director, ROHFW, Patna, Bihar	Member
(iv) Shri Onkar Kumar, State Finance Manager, SHSB, Patna	Member
(v) Shri Vivek Kumar, Representative Piramal Swasthya, Patna	Member

2. The following bidders sent their queries related to the published Tender :-
   (i) PWC Pvt. Ltd.
   (ii) Medhaj Techno Concept Pvt Ltd.
   (iii) Nangia & Co. LLP
   (iv) Forvis Mazars LLP
   (v) Ernst & Young LLP
   (vi) INDUCTUS LIMITED
   (vii) Thakur Bhuwanesh & Associates
   (viii) MaRS Planning and Engineering Services Pvt. Ltd.
   (ix) Positive Mantra Consulting Pvt. Ltd
   (x) Madhav & Co.
   (xi) VISION EIS Consulting Pvt. Ltd.

3. The following requests/queries were raised during the Pre-bid meeting and submitted via email on auditcellshsb@gmail.com:-

Sl No	RFP Section / Clause / Page No.	As Published in NIT	Query/Request of Interested Agencies	Clarifications/Amendment recommended by Technical Committee
1	Section-1; Letter of Invitation; Clause No-8;	The tender shall be accompanied by an Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Four Lakh Rupees only) transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (https://eproc2.bihar.gov.in).	We kindly request if the acceptance of a Bank Guarantee in lieu of the Earnest Money Deposit (EMD) can be considered.	Bid Condition to prevail. No change in the RFP
2	Section-1; Letter of Invitation; Clause No-6;	Last date & time for submission (upload) of online bidding document. - 17.08.2026 (Monday) till 05:00 PM	We kindly request an extension of the bid submission date by 15 /21 days from publishing the pre-bid query response to allow adequate time for detailed proposal preparation and submission of a competitive bid.	Schedule of events has been revised suitably.
3	Section 1, Clause 8 & Section 5, Clause 18(a)	The tender shall be accompanied by an Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Four Lakh Rupees only).	Requesting to reduce the EMD amount to Rs. 2,00,000/- (Two Lakh Rupees only). [Justification: Lowering the EMD to Rs. 2 Lakhs will lower the entry barrier for highly qualified consulting agencies, encouraging wider participation and ensuring a more competitive and cost-effective bidding process for SHSB.]	Bid Condition to prevail. No change in the RFP
4	Section-2; ITB; D-Data Sheet; Serial No-15 (2);Page No-19	Bidder must submit Authorization letter or Power of Attorney	Kindly provide the prescribed Power of Attorney/Authorization Letter format, or confirm whether bidders may submit the same in their own standard format.	New format is attached as **Annexure I** and accordingly, the change is incorporated in the RFP

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5		*RFP defines Affiliates but does not expressly permit reliance on parent/subsidiary credentials or resources for eligibility or scoring. Experience must be of the bidding firm.*	It is noted that the RFP does not allow/is silent on Bidders leveraging the credentials of their parent entities/subsidiaries. We would like to humbly submit that parent entities together with their subsidiaries possess a wealth of experience and expertise that can be invaluable for the successful execution of complex projects. Further, parent entities and subsidiaries often have access to a broader pool of resources, including specialized personnel. In light of the above, we humbly request you to allow Bidders to leverage the credentials of their parent entities and / or subsidiaries.	Bid Condition to prevail. No change in the RFP
6	Section-2; ITB; D-Data Sheet; Serial No-15 (4);Page No-20	The Bidder shall have a minimum annual average turnover of Rs. One Crore from Consultancy/Auditing/Accounting or IT service business in India in the last three financial years i.e. FY 2022-23, 2023-24 & 2024-25. Marking for evaluation shall be as follows:- a. Up to Rs. One Crore - 0 marks b. INR 1.00 – 2.00 Crore - 5 marks c. INR 02.00 – 5.00 Crore - 7 marks d. >INR Five Crore - 10 marks	We request to consider the increase in Annual turnover requirement to ensure participation of firms having stronger financial capacity and adequate organizational capability for successful execution of the assignment.	Bid Condition to prevail. No change in the RFP
7	Section-2; ITB; D-Data Sheet; Serial No-15 (5); Page-21	**Bidder's Experience:** The firm having or completed consultancy service/Auditing/ Accounting assignment to any department of the Govt. of Bihar or any Board/ Corporation/Society established under administrative control of any department	We respectfully request the Authority to consider consultancy assignments involving deployment of Account or Finance professionals (man-month inputs) as eligible experience under the said criterion, provided such services were rendered as part of consultancy assignments for Government Departments, Boards, Corporations, Societies, PSUs, or other Government entities.	Suitable change in Bihar specific experience has been incorporated in the RFP. Rest of the Bid Condition shall prevail.

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of the Govt. of Bihar, in the last three Financial Years (2023-24, 2024-25 & 2025-26.	We request the Client to kindly consider broadening the eligibility criteria for bidder experience by removing the restriction of experience being limited to the Government of Bihar or entities established under the administrative control of the Government of Bihar. Relevant experience in providing consultancy, auditing, and accounting services to Government Departments, Boards, Corporations, Societies, PSUs, or other government/public sector entities across India may also be considered, subject to the nature and scope of the assignment being relevant to the requirements of the RFP for wider participation and facilitate the selection of bidders with relevant and diverse experience.	
a) For each such assignments -1 Marks subjected to Maximum 10 Marks (Note: services provided to one entity for more than one consecutive year shall be treated as one assignment) b) The assignment above involving an entity having execution or implementation of Centrally Sponsored Scheme. 2.5 Marks each of such assignment subject to Maximum 05 Marks. c) The firm provided services of an account or finance consultant to an entity such as Board/Corporation/Society established under any department of the Govt. of Bihar, in the last three Financial Years (2023-24, 2024-25 & 2025-26.: 2.5 Marks for each entity subject to maximum of 5 Marks (This 5 marks will in addition to 'a' & 'b' above)	We kindly request that at least 2.5 marks be awarded for one assignment, as it may not be feasible for many agencies to possess experience of 10 similar nature assignments. Providing 2.5 marks for a single assignment will ensure a fair evaluation and encourage wider participation by competent agencies in the tender process.	
	When assessing past experience of the bidder involving both qualitative and quantitative criteria, it is pertinent that the criteria should not render the overall tender process non-competitive. • Last 5 years rather than last 3 years should be an appropriate timeline for experience. • Requiring experience of functioning in Bihar is a highly restrictive clause and will hinder the participation of competitive national level firms. In view of above, we kindly request that clause be	

			amended as below: The firm having completed Consultancy Service (PMU/PMC/TSA)/Auditing/Accounting assignment to any State Govt/ Central Govt/PSU, in the last 5 Financial Years (2021-22, 2022-23, 2023-24, 2024-25 & 2025-26. a) For each such assignments -1 Marks subjected to Maximum 10 Marks (Note: services provided to one entity for more than one consecutive year shall be treated as one assignment) b) The assignment above involving an entity having execution or implementation of Centrally Sponsored Scheme. 2.5 Marks each of such assignment subject to Maximum 05 Marks. c) The firm provided services of an account or finance consultant or any consultancy assignment involving Finance and/or Accounting component to any State Govt/Central Govt/PSU, in the last 5 Financial Years (2021-22, 2022-23, 2023-24, 2024-25 & 2025-26.: 2.5 Marks for each entity subject to maximum of 5 Marks (This 5 marks will in addition to 'a' & 'b' above)	
			We request you to kindly reconsider the evaluation criteria, as allotting the entire marking to Bihar-specific assignments/ experience may limit participation of otherwise qualified firms who may have comparable technical experience in the other parts of the country.Accordingly, in the interest of encouraging wider competition while ensuring due recognition of both geographical familiarity and technical expertise, we request you to kindly revise the marking criteria as follows:a. Similar PMU/PMC experience with Government Departments/Boards on the Centrally Sponsored Schemes across India – 10 Marks (2 marks per eligible assignment, subject to a maximum of 10 marks).b. Experience in the	

			State of Bihar – 10 Marks, based on the cumulative years of experience in Bihar during the last 10 years (1 mark per completed year, subject to a maximum of 10 marks).This approach would recognize both the technical capability of the bidder through similar assignments across India as well as sustained familiarity with the State of Bihar.	
8	Section-2; ITB; A-General Provisions; Clause-3		Kindly clarify whether firms that are presently engaged or have been associated with SHSB during the last two financial years as Consultants, Internal Auditors, Concurrent Auditors or Statutory Auditors are eligible to participate in this tender. If eligible, kindly specify the conflict management measures adopted by SHSB to ensure independence, objectivity and a level playing field for all bidders.	Bid condition to prevail. No change in RFP.
9	Section-2; ITB; D-Data Sheet; Serial No-15;Page No-23	The minimum technical score (St) required to pass is: 35	We request to consider enhancing the minimum technical score required to qualify from 35 marks to a higher threshold, in order to ensure that bidders with adequate technical expertise, relevant experience, and demonstrated capability are shortlisted for the assignment. We kindly request that clause be amended as below: Minimum Technical score required to pass is 50.	Bid Condition to prevail. No change in the RFP

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10	Section-2; ITB; D-Data Sheet; Serial No-15 (7);Page No-22	Core team resources/Key Experts Evaluation of proposed key experts' CVs as per relevant experience and education background a. Team Leader – Chartered Accountant having experience of minimum 5 years. This is the minimum requirement hence- 0 Marks. For experience more than five years – 05 Marks b. Expert in Budgeting/ Accounting/ Auditing & providing Taxation consultancy having at least three years of working experience in the same field in any Board/ Society/Corporation/ Nigam established under any department of Govt. of Bihar: 05 Marks c. Expert in operationalization of PFMS and/or CFMS 2.0 having at least two years experience of the same field: 05 Marks For having exposure to work with SNA SPARSH additional 05 Marks. d. Data Analyst / Dashboard Expert and Data Entry Operator cum Tally Expert – These two position is the basic requirement, hence- 0 Marks.	We respectfully request the Client to consider revising the above eligibility criterion by removing the requirement that the proposed Expert in Budgeting/Accounting/Auditing & Taxation Consultancy must possess prior working experience specifically with a Board, Society, Corporation, or Nigam established under any Department of the Government of Bihar. Professionals having relevant experience in Government Departments, Autonomous Bodies, Boards, Societies, Corporations, Public Sector Undertakings (PSUs), and other Government/Public Sector entities across India possess comparable expertise in public sector budgeting, accounting, auditing, taxation, financial management, and regulatory compliance. Accordingly, we request that relevant experience gained with Government and Public Sector organisations anywhere in India may also be considered eligible to broaden the pool of qualified professionals, promote greater competition, and enable participation by experienced experts without compromising the objectives, quality, or technical requirements of the assignment.	Some change has been incorporated in the RFP. Rest of the Bid condition shall prevail
			We request you to kindly permit submission of the experience and educational certificates of the proposed experts only at the time of contract signing. Since these documents are voluminous in nature, permitting their submission at the contract signing stage would help streamline the bid submission process while ensuring that the selected experts furnish all the requisite documentary evidence prior to commencement of the assignment.	Bid Condition to prevail. No change in the RFP

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			We request you to kindly clarify the documentary evidence required as proof of fellowship. We understand that educational qualifications are evidenced through degree certificates/mark sheets and experience through experience certificates/contracts. Kindly confirm whether these documents shall suffice as proof of fellowship or if any separate documentary evidence is required.	The Team Leader shall be a Fellow Chartered Accountant (FCA) and shall submit valid supporting documents as evidence of the same.
			Kindly clarify the acceptable documents for proving the expert's experience.	Bid Condition to prevail. No change in the RFP
			We request the Client to consider relaxing the documentary evidence requirements for Key Experts. In many cases, experienced professionals may not possess project-specific experience certificates or employment orders explicitly detailing their roles on particular portals/applications, despite having the requisite expertise.	
			Kindly clarify the marking methodology under this criterion, as the marks assigned to the individual positions appear to total 20 marks, whereas the maximum marks allocated for the PFMS/CFMS Expert criterion is 10 marks.	
11	Section-5, TOR , Clause 17, p. 44-45 / Penalty Provision	**1) Non-deployment of any manpower mentioned in the contract as per the date of appointment of PMU.** • Up to 10 Days, @0.5% per day of the total value (excluding GST etc.) of that resource mentioned in the contract. • Beyond 10 days @1% per day of the total value (excluding GST etc.) of that	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Bid Condition to prevail. No change in the RFP

		resource mentioned in the contract. • Beyond 45 days, SHSB will be free to terminate the contract and get the work done through alternate sources at the cost and risk of the defaulting Service Provider. Besides, the performance security may be forfeited.	As per standard consultancy practice, the Consultant is not entitled to payment for any period during which a resource remains non-deployed. Therefore, imposing an additional penalty for non-deployment results in an undue financial burden on the Consultant, as it effectively leads to both non-payment and a financial deduction for the same instance. We request the Client to kindly remove this stringent provision relating to penalties for non-deployment, particularly where the delay is due to reasons beyond the Consultant's reasonable control.
		2) Delay in establishment of PMU with complete manpower (full Team) at SHSB • Up to 1 week – 0.5% of the per month resource cost for each day. • Beyond 1 week, 2% of the per month resource cost for every week up to 4 weeks. Delay post 04 weeks, may lead to termination of contract.	We request you to kindly reconsider this provision, as the process of identifying and securing a suitable replacement expert with equivalent or superior qualifications and experience may reasonably require up to 30 days. Further, after approval of the proposed replacement expert, an additional period of up to 30 days may be required for the expert to serve the notice period and complete the necessary relieving formalities with the existing employer before deployment. In view of the above, we request you to consider a more reasonable deployment timeline and review the associated penalty provisions.
		3) Replacement/ Closure of new position to be completed within the 15 days of SHSB raising the replacement request by SHSB. • Up to 15 days no penalty (proportionate remuneration for that resource shall not be paid for the intervening period) • Beyond 15 days, 2% per day of the total value (excluding GST etc.) of that resource mentioned in the contract. Delay post 45 days may lead to termination of contract.	a) Kindly clarify the exact penalty cap, whether the cap applies monthly or per event, and how penalties will be calculated if multiple events occur in the same month. b) Considering the need to deploy suitably qualified resources, kindly consider allowing at least 30 working days for replacement of any team member. c) Kindly confirm that delays attributable to SHSB approvals, access permissions, system credentials, workspace readiness or other client-side dependencies will be excluded from penalty computation.

			Notice period across standard companies is 60/90 days. To place any competent resource in the desired position in PMU would require sometime. We kindly request that clause be amended as below: 3) Replacement/ Closure of new position to be completed within the 30-45 days of SHSB raising the replacement request by SHSB. subject to satisfactory performance of the agency.	Bid Condition to prevail. No change in the RFP
12	Section-5; Page No.-39, Clause No. 3.1		We understand that the Consultant shall provide support in the preparation of the PIP, Budget vs. Expenditure Variance Analysis, and recommendations for re-appropriation of budget based on the data and information made available by the Client. We understand that the final decision, approval, and implementation of any budget re-appropriation shall rest with the Client. Please confirm.	Already mentioned in the RFP. No change in the RFP required.
13	Section-5; Page No.-39 - 40 Clause No 3.3	Fund Flow Management, Monitoring and Reporting - Facilitate the preparation of financial statements for Statutory Audit, Concurrent Audit and the CAG's Audit Team.	We understand that the Consultant's role shall be limited to providing support in the preparation of financial statements for Statutory Audit, Concurrent Audit, and CAG Audit based on the data, records, and information made available by the Client. The review, validation, approval, finalization, and submission of such financial statements shall remain the responsibility of the Client. Please confirm.	Already discussed in the RFP. No change in the RFP required.
		Fund Flow Management, Monitoring and Reporting - Look after the cases of Income Tax, GST, EPFO etc. pending against SHSB, and to guide/advise in such cases of other Implementing Agencies under the SHSB, if any.	We understand that the Consultant's role shall be limited to providing professional guidance and advisory support on pending Income Tax, GST, EPFO, etc. cases based on the information and records provided by SHSB/Implementing Agencies. Any historical non-compliance, tax liability, interest, penalty, demand, or litigation arising prior to the Consultant's engagement shall remain the responsibility of the Client/concerned Implementing Agency. Kindly confirm.	Bid Condition to prevail. No change in the RFP

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14	Section-5; Page No. 40, Clause No 3.3.2	Audit Compliance & Follow-up- Follow up on the compliance of audit observations from the field as well as the State level in respect of Statutory, Concurrent and CAG audit.	We understand that the Consultant's role shall be limited to follow-up, coordination, and providing support for compliance of audit observations based on the information and records provided by SHSB/concerned Implementing Agencies. The responsibility for taking corrective action, furnishing responses, and final compliance of audit observations shall remain with the concerned entity.	Already discussed in the RFP. No change in the RFP required.
15	Section-5; Page No. 40, Clause No 3.3.3	Capacity Building & Technical Support - Provide handholding support to Districts and Block level I.A.s including Medical Colleges & Hospitals specially in SNA SPARSH and statutory compliances.	We understand that any expense related to travel, accommodation etc. for providing handholding support/training at District and Block levels shall be managed by the Client.	Already discussed in the RFP. No change in the RFP required.
16	Section-5; ToR; Clause-9	Minimum 5 years of experience in financial management/ accounting/ Auditing/advisory in State/Central Govt. Corporation/PSU	Kindly clarify whether experience in providing financial management, accounting, audit or advisory services to Urban Local Bodies/ Government entities shall also be considered.	Suitable change is incorporated in the RFP
17	Section-5; ToR; Clause-9 (5)	Graduation with Certification in Tally with Grade-A from Tally Education authorized by Tally Solutions and knowledge of MS Office is required.	Kindly clarify whether equivalent Tally certification, practical Tally experience will also be accepted.	Bid Condition to prevail. No change in the RFP
18	Section 5; ToR; Clause-3; Page-39-40	a) Real time financial monitoring and fund tracking IA-wise, FMR code-wise and head of accounts wise real time payment tracking. b) Fund Flow Management, Monitoring and Reporting: Develop a Dash-board with real time balance and MIS tools, Tableau, analytics c) Capacity Building & Technical Support 1. Conduct training for Staff of Finance Cell, SHSB as well as of others LA. as per the schedule approved by the SHSB 2. Provide handholding support to Districts and	a) Kindly provide indicative details regarding number of Implementing Agencies, schemes, FMR codes, bank accounts and average monthly transaction volume to enable effort estimation. b) Kindly clarify the preferred dashboard platform/tools, availability of licenses, data sources, data access mechanism and whether SHSB will provide required technical support. c) Kindly provide indicative number of trainings, locations, participant count, mode of training and whether travel/logistics costs for training will be reimbursed separately.	At present, total number of Implementing Agencies is approx 715, total no. of FMR code is 206, total No. of Bank Accounts is approx 40. However, these are indicative only for the purpose of estimation of financial quotes by the bidder. These are also subject to change.

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		Block level I.A.s including Medical Colleges & Hospitals specially in SNA SPARSH and statutory compliances.		
19	Section 5, ToR; Clause 12.3	12.3 The service provider will raise its invoices (as prescribed under the GST Act) in pursuant to GC clause 6 on completion of services during the month, and the invoices must be submitted to the Executive Director, SHSB, by the 7th of the next month, duly accompanied by evidence of services provided. The payment will be subject to TDS as per Income Tax Rules/GST Act (If applicable) and other statutory deductions as per applicable laws.	a) Kindly clarify the invoice approval authority and the timeline within which payment will be released after submission of a complete invoice and supporting documents. We request that the payment terms be limited to the feasible period, preferably 30 days, to facilitate smooth cash flow management and ensure timely execution of the project. b) Kindly clarify the nature of the "evidence of services provided" required to be submitted along with the monthly invoice.	Suitable change is incorporated in the RFP.
20	Section-5; ToR; Clause-18 (B)	The EMD shall be furnished through e-payment mode (i.e., NEFT/RTGS/Credit Card/ Debit card) or by means of Bank Guarantee (As per Annexure 1) issued in favour of the Executive Director, SHSB, payable at Patna.	In case any agency intends to submit the Earnest Money Deposit (EMD) in the form of a Bank Guarantee, the issuing bank requires the Department's bank account details for processing the Bank Guarantee. Therefore, we kindly request that the Department's bank account details be provided. Further, it is also requested that the Department clarify when and where the original EMD in the form of a Bank Guarantee is required to be submitted.	The EMD shall be furnished through e-payment mode (i.e., NEFT/RTGS/Credit Card/ Debit card) only. Change is incorporated in the RFP.

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21	Section 5, ToR. Clause--17, Page-45	**1) Replacement/ Closure of new position to be completed within the 15 days of SHSB raising the replacement request by SHSB.** • Up to 15 days no penalty (proportionate remuneration for that resource shall not be paid for the intervening period) • Beyond 15 days, 2% per day of the total value (excluding GST etc.) of that resource mentioned in the contract. Delay post 45 days may lead to termination of contract.	Notice period across standard companies is 60/90 days. To place any competent resource in the desired position in PMU would require sometime. We kindly request that clause be amended as below: 3) Replacement/ Closure of new position to be completed within the 30-45 days of SHSB raising the replacement request by SHSB. subject to satisfactory performance of the agency.	Bid Condition to prevail. No change in the RFP
22	Section 5; ToR; Clause 3.3 (13)	13. Look after the cases of Income Tax, GST, EPFO etc. pending against SHSB, and to guide/advise in such cases of other Implementing Agencies under the SHSB, if any.	Requesting SHSB to provide the approximate volume, financial scale, and current legal status of these pending cases. [Justification: This baseline data is essential for the bidder to accurately map resources, assign legal/taxation sub-experts, and understand the historical workload involved before the project begins.]	Bid Condition to prevail. No change in the RFP
23	Section 5, Clause 14 & Clause 3.3.3(2)	14. Facilities: SHSB shall provide the office working space; however, the Consultancy Agency will have to make their own arrangements for other utilities, accommodation and transport and should include cost of all these elements in its Financial Offer	Requesting clarification that: 1. Standard workplace utilities (high-speed internet, electricity, printing) are provided free by SHSB. 2. Outstation travel to districts/blocks will be reimbursed separately by SHSB as per actuals. [Justification: Since the primary workplace is stationed at Swasthya Bhawan, Patna, unexpected or frequent outstation travel across the various districts of Bihar cannot be accurately estimated upfront. Reimbursing this separately ensures transparency and prevents inflated commercial bids.] We request you to kindly clarify whether internet connectivity, electricity, office furniture and other basic infrastructure required for the team shall be provided by the Client or are required to be arranged by the Consultant.	Please refer to GCC Clause-6.2 for reimbursable expenses. Bid Condition to prevail. No change in the RFP

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24	Section 5 & 6- GCC and ToR respectively		RFP is silent on subcontracting as an entity-level arrangement. Certain personnel may be engaged through formal contractual arrangements post-award; this does not clearly authorize subcontracting of the Services. We understand that subcontracting is not prohibited under the RFP and a bidder may use third party / third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.	Subcontracting is not allowed. Suitable change is incorporated in the RFP
25	No clause in RFP / Limitation of Liability		Aggregate liability is not documented or as per applicable law and hence construed to be unlimited. It is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	The aggregate liability of the empanelled agency arising out of or in connection with the contract shall not exceed the total contract value. Accordingly, change is incorporated in the RFP
26	Appendix-C, p. 62 /	And that we are hereby, declaring all ongoing litigations where our	1. While the RFP has sought details of all such litigations from bidders, the RFP does not mention any objective	Bid Condition to prevail. No change in the RFP

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	Litigation History / Details of litigation	promoter(s)/director(s)/ Partners/Managing Parterns are involved with any government agency/state/central department/PSU, and as mentioned below:	criteria about how these details would be used / evaluated and what bearing the details would have on the evaluation of proposals submitted by bidders. For eg. if a bidder submits details of 12 litigations and another bidder submits details of 15 litigations, it is not clear how your good office would objectively evaluate these litigation details and how it would impact both the bidders. Moreover, any professional services firm having long standing operations may have various ongoing litigations in the normal course of business including cases filed by the bidder against its vendors, employees, theft at office premises, cyber security attacks etc. in exercise of its legal rights and remedies available under the law. It is not clear whether the litigations filed by the bidder and the litigations filed against the bidder would be treated at the same footing or different footing for the purpose of any evaluation of the litigation history. In any event, filing suits / complaints etc to seek legal remedy is a matter of legal right available to every Indian citizen under the laws of India and we firmly believe it should not have a bearing on the eligibility of a bidder to participate in the Govt tenders. We would request your good office to kindly clarify the objective criteria based on which these litigation details would have a bearing on the proposal evaluation. If there are no objective criteria, and if the litigation details would be subjectively / arbitrarily evaluated, then we firmly believe that seeking the litigation details is not warranted and we would humbly request you to kindly consider deleting this requirement for seeking litigation details. 2. Further, since these are pending litigations, the outcome of these litigations cannot be predicted with certainty. Most reputed firms with long standing operations may also have insurance policies to provide them with cover from any professional liability.	

			Thus, even if such pending litigations are adversely determined against the bidder, they may not necessarily adversely impact the bidder's ability to provide services or continue as a going concern. 3. In addition, there could be several matters of contractual dispute under arbitration. We understand that as per Section 42A of the Arbitration & Conciliation Act, 1996, the parties to the arbitration agreement are mandated to maintain confidentiality of all arbitral proceedings. Accordingly, even if a bidder shares details of litigation, the details of pending arbitration cannot be shared by the bidder as a party to the arbitration. If that be the case, it is not clear what purpose can be achieved and what determination can be made, if any, about a bidder based on the details of mere pending litigations sans the details on pending arbitration. Therefore, we would request you to kindly reconsider the rationale for seeking litigation history / details from the bidders under the RFP and consider removing this requirement from the RFP.	
27	Section-2; ITB, D-Data Sheet, Serial No-15; & Section-4, TECH-2, page- 27		Leveraging credentials of Network Firms - RFP is silent on leveraging credentials or resources of network firms. Experience must be of the bidding firm, while individual experts may claim their own experience in CVs. We would like to submit that PwC, like other similarly placed consulting firms, is not structured like a typical MNC, but operates as a network of firms under a common brand name, wherein each Network Firm is a separate and independent legal entity. These Network Firms often collaborate and share relevant skills and knowledge with each other in order to leverage the best global practices to enhance the services being rendered to their clients. We accordingly request you to allow Bidders to leverage the credentials and/or resources of such Network Firms to	Bid Condition to prevail. No change in the RFP

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			demonstrate our collective capabilities.	
28	*[Meeting link]*	*[Prebid meeting link for virtual participation]*	Kindly consider providing a virtual participation option and share the online meeting link/details for the pre-bid meeting to enable wider bidder participation.	Link was provided
29	Appendix C, Page-62	Appendix-C: Declaration by Bidder	Kindly clarify whether minor modifications in the prescribed format/declaration wording shall be permitted, provided that the intent, meaning, and requirements of the declaration remain unchanged and fully compliant with the RFP requirements. The declaration shall be suitably customized for the authorized/signing partner in the case of a partnership firm. The declaration format may allow inclusion of terms such as Partner/Designated Partner/Authorized Signatory, as applicable to the legal constitution of the bidder.	The word "Managing Partner /Partner" has been inserted in the Appendix C. Change is incorporated in the RFP

Vivek Kr

Shri Vivek Kumar
PSA – PHF
Piramal Foundation

Shri Onkar Kumar
State Finance Manager
SHSB, Patna

Shri Rajesh Kumar
Joint Secretary-cum-Administrative Officer,
SHSB, Patna

Ravi Shankar Singh

Dr. Ravi Shankar Singh
Regional Director
ROHFW, Patna, Bihar

Dr. Pranay Raj Sharan Singh
Director-in-Chief, Health Services
Government of Bihar