



राज्य स्वास्थ्य समिति, बिहार



CORRIGENDUM-2

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

Sl. No.	Tender Reference	Relevant clause as published in the Tender	Amendment/ Addendum
1	Page No.9, Section-II, Clause 9.8(v)	For highlighting experience in medical laboratories services and operating 30 (Thirty) independent laboratories, as defined in Eligibility criteria:	Amendment: “For highlighting experience in medical laboratories services and operating 15 (Fifteen) independent laboratories, as defined in Eligibility criteria:”
2	Page No. 12, Section-III, Clause 2.3	Self-attested copy of Valid license issued by authorised government authority/ department/ entity, issued at-least before 3 years of bid due date (include renewal certificate, if applicable) for each of the laboratories for which experience has been claimed by the bidder (sole bidder or for consortium shall mean each of the partners including the lead partner)	Amendment: “Self-Attested copy(ies) of “Valid License issued by appropriate authority /valid Registration with appropriate authority, as applicable in the state in which the laboratory is operational and where such License/registration is mandatory for conducting the business of diagnostic laboratory and such license/registration must have been obtained at least 3 years prior to bid due date(include renewal certificate, if applicable for each of the laboratories for which experience has been claimed by the bidder (sole bidder or for consortium shall mean each of the partners including the lead partner).”

Sl. No.	Tender Reference	Relevant clause as published in the Tender	Amendment/ Addendum
3	Page No. 18, Section-IV, Clause 8.5	The SHSB reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.	Amendment: "The SHSB, in mutual agreement with the selected agency, may at the time of Contract award and/or during validity of contract, increase or decrease the scope of services without any change in unit price or other terms and conditions."
4	Page No. 22, Section-V, Clause 2.2	The Health Authority (SHSB/ DHS) will provide space within the SDH/ DH for establishment of Mini/ Major labs. The 'Mini Labs' will be Brownfield establishments, within the premises of the healthcare facility, and planned to be ~250-300 Sq. ft.; and the 'Major Labs' will be Greenfield establishment within the healthcare premises, i.e. ~700-800 sq. ft vacant land will be provided to the selected agency for installation of pre-fabricated structure (single/ double floor) at its own cost for establishing 'Mini/Major Labs' within the healthcare premises.	Amendment: "The Health Authority (SHSB/ DHS) will provide space within the SDH/ DH for establishment of Mini/ Major labs. The 'Mini Labs' will be Brownfield establishments, within the premises of the healthcare facility, and planned to be minimum ~250-300 Sq. ft.; and the 'Major Labs' will be Greenfield establishment within the healthcare premises, i.e. minimum ~700-800 sq. ft vacant land will be provided to the selected agency for installation of pre-fabricated structure (single/ double floor) at their own cost for establishing 'Mini/Major Labs' within the healthcare premises."
5	Page No. 24, Section-V Clause C.2	The diagnosticians can remotely validate results of tests conducted by laboratory technicians in Apex/Hub/Major/Mini labs. To ensure quality in reporting, the agency should not allow more than 200 patient samples per day to be validated by a diagnostician.	Clause deleted.
6	Page No. 26, Section-V, Clause F.6 to F.9	6. The concerned facility level nodal person (doctors or Hospital Manager or MOIC, as decided by SHSB) will verify the log-books at the end of every day, upon verification with the test requisition forms signed by the doctors. 7. Agency will develop comprehensive monthly report developed based on the logbook, and the MOIC/HM/authorised person will verify the report (based on the log-book). 8. Agency will develop consolidated monthly report for the district and get the same verified & signed by Civil Surgeon (CS), based on individual monthly reports verified by individual facilities. 9. A final consolidated report shall be submitted to the SHSB,	Addendum: "Section V, Clause F.10: Web based verification of log-books shall be permitted. Modalities of verification shall be shared with shortlisted bidder."

Sl. No.	Tender Reference	Relevant clause as published in the Tender	Amendment/ Addendum
		along with Civil Surgeon approved monthly reports and KPIs automated report generated by the Lab Information Management System (LIMS).	
7	Page No., 30, Section-VI Clause 10.1, a,b,c,d	Start of Services	Addendum: "Section VI, Clause 10.6: The Authority will provide water and power supply of required load till the site, and agency will make the applicable monthly payments for the consumption. Agency will take the applicable commercial connection and install applicable meters. Further, agency will undertake any/ all internal wiring/ fitting requirements at the Labs established in government premises."
8	Page-33 Section -VI, Clause - 23.1.a	Technology Up gradation: The machines shall be suitably upgraded by the bidder/ agency following conditions: Review by a board appointed by SHSB upon assessing the need for a technology up gradation or list of tests upgradation. Such reviews should not be made in less than one year.	Amendment: "Technology Up gradation: The machines shall be suitably upgraded on mutual agreement with the bidder/ agency on following conditions: Review by a board appointed by SHSB upon assessing the need for a technology up gradation or list of tests upgradation. Such reviews should not be made in less than one year."
9	Page-34 Section -VII, Clause -1.b.iv	1-2 Phlebotomists in each facility for sample collection and phlebo-management. Phlebotomists employed should be 10+2 (science) pass and have certificate course in Phlebotomy.	Amendment: "1-2 Phlebotomists in each facility for sample collection and phlebo-management. Phlebotomists employed should be 10+2 pass and have certificate course in Phlebotomy."
10	Page-13, Section III, Clause 2.7	At least five laboratories of Bidder (sole bidder or for consortium shall mean cumulative laboratory of all the partners) must be NABL accredited, as on bid due date.	Amendment: "At least five laboratories of Bidder (sole bidder or for consortium shall mean cumulative laboratory of all the partners with each partner having at least one laboratory NABL accredited) must be NABL accredited, as on bid due date. Two, out of these five Labs to be more than 2 years of continuous accreditation as on bid due date and these two labs shall have accreditation for departments other

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Sl. No.	Tender Reference	Relevant clause as published in the Tender	Amendment/ Addendum
			than Molecular Testing.”
11	Page 34 Section V, Appendix A, Clause 1b.ii	One microbiologist at each Major/Mini lab established in District Hospital (DH)	Amendment: “One qualified diagnostician at each Major/Mini lab established in District Hospital (DH).”
12	Page 4 Section I, Clause 12	The tender must be accompanied by Earnest Money Deposit (EMD) of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) in the shape of Demand Draft from any Schedule Bank in favour of “The Executive Director, State Health Society, Bihar” payable at Patna, or transferred directly to the bank account of the SHSB, through NEFT/ RTGS/ UPI etc. In addition, if bidding for both the two clusters (of districts), the bidder should submit two separate EMD(single Demand Draft) of Rs. 65,00,000/-(Sixty-Five Lakh Rupees only) per cluster (of districts).	Amendment & Addendum: “The tender must be accompanied by Earnest Money Deposit (EMD) of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts) in the shape of Bank Guarantee or Demand Draft from any Schedule Bank in favour of “The Executive Director, State Health Society, Bihar” payable at Patna, or transferred directly to the bank account of the SHSB, through NEFT/ RTGS/ UPI etc. In addition, if bidding for both the two clusters (of districts), the bidder should submit two separate EMD (single Demand Draft) or two separate Bank Guarantee of Rs.65,00,000/- (Sixty-Five Lakh Rupees only) per cluster (of districts). Format of Bank Guarantee as per Annexure J.”
13	Page 12, Section III Clause – 2.1	The Bidder (sole bidder or for consortium shall mean each of the partners including the lead partner) must be an established entity under Companies Act, 1956/ 2013, or Limited Liability Partnership Act 2008; OR Societies Registration Act 1860, or Indian Trusts Act 1882	Amendment: Annexure-H amended and uploaded along with this corrigendum.
14			Addendum: Section VI, Clause 24 (Terms and Conditions): “Clause 24: Ownership status of all movable assets created from the investments made by the agency shall remain with the agency at all times.”



Sl. No.	Tender Reference	Relevant clause as published in the Tender	Amendment/ Addendum
15	Page39, Appendix B, Sl. No : 22-c & 23-c	22c) Urine Culture – TAT up to 5 hours. 23c) Stool culture – TAT up to 5 hours.	Amendment: 22 c) Urine Culture – TAT up to 72 hours. 23 c) Stool culture – TAT up to 72 hours.

3. Amendment/ Addendum as mentioned above are applicable to all the bidders.
4. Other clauses, terms and conditions of the RFP shall remain unchanged.


 25/6/21
Executive Director
State Health Society, Bihar

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

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

5. Joint and Several Liability

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

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

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

(a) First Party:

(b) Second Party:

(c) Third Party:

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

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

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

7. Representation of the Parties

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

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

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD PARTNER by

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY by

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PARTY by

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:

1.

2.

Notes:

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

Date:

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

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

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the Officer

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