



Ref No: Memo no. 201/ NCD/HC,HS&FW/2017-18

Dated: 14/03/2018

SECTION I
NOTICE INVITING TENDER (NIT)

URL: <https://www.nrhmsikkim.org>

email ID: npcdcssikkim@gmail.com

On behalf of the Health Care, Human Services and Family Welfare Department, Government of Sikkim, sealed tender bids are invited from eligible service providers for providing for supply of services for operationalisation of dialysis facility at District Hospital Namchi, South Sikkim, and District Hospital Gyalshing, West Sikkim, in Public Private Partnership mode.

1. The tender document contains eight sections as follows:
 - (i) Notice Inviting Tenders (NIT)
 - (ii) Instructions to Bidders
 - (iii) Evaluation of Tender
 - (iv) Scope of the Work
 - (v) Eligibility Criteria
 - (vi) Terms and Conditions
 - (vii) Appendices (Appendix A to L)
 - (viii) Contract Format

2. Schedule of Events:

Sl no	Description	Schedule
1.	Date of sale of Tender Documents	19.03.2018
2.	Place of Sale/website for download of Tender Document	State NCD Cell, Annex Building Health Care, HS & FW Dept., Govt. of Sikkim, Convoy Ground, Tadong, Gangtok -737102. Sikkim https://www.nrhmsikkim.org
3.	Cost of the Tender Document	Rs. 5,000/- (non refundable)
4.	Pre-Bid Meeting (Date & Time)	27.03.2018 (11.00AM)
5.	Pre-Bid Meeting Venue	State NCD Cell, Annex Building Health Care, HS & FW Dept., Govt. of Sikkim, Convoy Ground, Tadong, Gangtok -737102. Sikkim
6.	Closing Date & Time of Receipt of Tender	13.04.2018 (2 PM)
7.	Time, Date and Venue of Opening of Technical Tender/ Bid	16.04.2018 (11 AM) State NCD Cell, Annex Building Health Care, HS & FW Dept., Govt. of Sikkim, Convoy Ground, Tadong, Gangtok -737102, Sikkim

3. Tender Documents may be obtained from the office of the Additional Director, State NCD Cell, Annex Building, Health Care, HS & FW Dept., Govt. of Sikkim, Convoy Ground, Tadong during office hours 10.00 am to 4.00 pm on payment of non-refundable fee of Rs 5,000/- (Rupees Five Thousand Only) in the form of account payee Demand Draft, drawn in favour of **“The Mission Director, State Health Society, Sikkim”** payable at Gangtok.
4. The tender documents can also be downloaded from the State NHM website <https://www.nrhmsikkim.org>. Bidders downloading the tender documents from the website will be required to deposit the tender fee of Rs. 5,000/- (Rupees Five Thousand Only) (non refundable) while submitting their bids. The tender will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.
5. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events.
6. Bidders shall ensure that their tenders, complete in all respects, are submitted in the office of the Additional Director, NCD, Sikkim on or before the closing date and time indicated in Schedule of Events, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in in Schedule of Events, failing which the tenders will be treated as late tender and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organization, the tenders will be sold/received/opened on the next working day at the appointed time.
8. The Tender Documents are not transferable.
9. All Bids must be accompanied by Earnest Money Deposit (EMD) which amounts to Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) only in the form of Demand Draft/ Banker's Cheque in favour of **“The Mission Director, State Health Society, Sikkim”** from any Nationalized Bank payable at Gangtok, Sikkim.. Tenders without EMD shall be rejected. Earnest Money Deposit in any other form will not be accepted. EMD will not earn any interest.

Sd/-
Additional Director
NCD, Sikkim

SECTION II
INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The bidder should prepare and submit its offer as per instructions given in this section.
- b) The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- c) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- d) The prices quoted shall be firm and shall include all applicable taxes and duties. This shall be quoted in the format as per attached **Appendix 'F' only**.
- e) The tenders (Technical and Financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date and time of submission. Late tenders / bids shall not be considered.

2. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 4.00 PM on all working days till last date of sale of tender as given in the tender schedule. Department of Health Care, Human Services & Family Welfare, Government of Sikkim, shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Draft / Bankers cheque from any Nationalised Bank in favour of "The Mission Director, State Health Society, Sikkim" payable at Gangtok.
- b) It may be noted that no tendering entity is exempted from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4. Preparation of Tender

The bids shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

- I. The first envelopes shall be marked in bold letters as "**TECHNO-COMMERCIAL BID**" which shall be sent with forwarding letter ("**Appendix-E**") and shall include the following:
 - 1) Receipt regarding payment of Tender Cost.
 - 2) Bank Draft /Bankers Cheque towards E.M.D and DD/Banker's cheque towards the cost of tender document to be attached in case bid document has been downloaded from website.
 - 3) Confirmation regarding furnishing Performance Security in case of award of contract.
 - 4) Original tender document duly stamped and signed in each page along with the
 - 5) Forwarding Letter confirming the performance of the assignment as per "**AppendixE**".
 - 6) Particulars of the bidder as per "**Appendix-D**"
 - 7) Copy of the Income Tax Returns acknowledgement for last three financial years (2014-15, 2015-16& 2016-17).
 - 8) Copy of audited accounts statement for the last three financial years.
 - 9) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer's Authorization letter.
 - 10) Copy of the certificate of registration of GST with the appropriate authority valid as on date of submission of tender documents.
 - 11) A duly notarized declaration from the bidder in the format given in the "**Appendix-H**" to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State. .
In addition to the above, following documents are to be furnished
 - 1) The tender of the Authorized Agent shall include the manufacturer's authorization letter as per perform given in "**Appendix -B**".
 - 2) The tender of the Authorized Agent and others (i.e. those who are neither manufacturers nor authorized agents) shall include a statement regarding similar services performed by them in last three years and user's certificate regarding satisfactory completion of such jobs as per proforma given in "**Appendix -C**".
 - 3) Certificate from Auditor/Chartered Accountant that the bidder has operated & managed dialysis facilities having at least a total of 15Hemodialysis machines during last three years.
- II. The second envelope shall contain the financial proposal and shall be marked in bold letters as "**FINANCIAL BID**". Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at "**Appendix F**" as per scope of work / service to be rendered.

5. **Tender Validity Period and renewal of contract**

The tenders shall remain valid 5 years for acceptance and the prices quoted shall remain for the duration of the contract with 3% escalation on the quoted financial bid per annum with respect to preceding year. The contract may be extended for another term based on review of performance and with mutual consent.

6. **Tender Submission**

The two separate envelopes – one containing the Technical Bid and the other containing the Financial Bid shall be put in a bigger envelope, which shall be sealed and superscripted with "TENDER NO. & DATE and the DUE DATE OF OPENING "along with the NAME & ADDRESS OF THE BIDDER.

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the tender. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

7. **Opening of Tenders:**

The technical bid will be opened at the time & date specified in the schedule. The bidders may attend the bid opening if they so desire.

SECTION III

EVALUATION OF TENDERS

1. **Scrutiny of Tenders**

The tenders will be scrutinized by the Tender Committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. **Infirmity / Non-Conformity**

The purchaser may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the purchaser as to whether the deviation is material or not, shall be final and binding on the bidders.

3. **Bid Clarification**

Wherever necessary, the purchaser may, at its discretion, seek clarification from the bidders seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.

SECTION IV

SCOPE OF THE WORK

- I. The Service Provider shall be responsible for operationalization of Dialysis facility at:
 - 1.) District Hospital Namchi, South Sikkim with a minimum provision of 9 Dialysis machines plus one dedicated machine for infective cases and
 - 2.) District Hospital Gyalshing, West Sikkim, with a minimum provision of 4 Dialysis machines plus one dedicated machine for infective cases.

(Infective Cases refer to Hepatitis B, Hepatitis C, HIV etc).
(Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider).
- II. The service provider will be allotted space by the HC, HS & FW Department and the service provider shall make complete arrangements to make the dialysis facility operational and should factor all required infrastructure, HR (trained Nephrologists, Medical officers, Nurses, technicians), supportive infrastructure, dialyzer and all other consumables etc., operational and maintenance cost for the project including consumables and facility for pediatric patients.
- III. The decision to refer a patient for dialysis to the Dialysis Unit should originate from a Government of Sikkim Health Institute. Incorrect laboratory tests may lead to wrong referral for dialysis hence due precautions would be taken to refer a patient for dialysis and laboratory reports before and after the dialysis cycle should be recorded.
- IV. The Service provider should ensure provision for facilities such as observation rooms, recovery rooms among others.
- V. Provide dashboard for monitoring of service delivery with due diligence to patient privacy for administrative Staff. Treating Nephrologists' should have complete access to the dashboard.
- VI. SMS based appointment system for all patients enrolled for services.
- VII. The obligations of the service provider/firm under the service contract shall include all service activities and commitments.
- VIII. The details of Dialysis services required at District Hospital Namchi and District Hospital Gyalshing and type of facilities is given in Appendix 'A'.
- IX. Payment for services rendered to patients free of cost, as per relevant notification of the Health Care, Human Services & Family Welfare Department, Government of Sikkim will be made to the service provider on a monthly basis by the State Authority.
- X. Due priority by the service provider will be given to "free of cost" patients.
- XI. In the Second Phase, the department plans to extend dialysis services on PPP mode to other district hospitals/ STNM Hospital in the future. Contract may be extended to other hospitals subject to satisfactory discharging of services at the district hospitals under consideration in the tender on the same rate and terms and condition.

SECTION V

ELIGIBILITY CRITERIA

1. The Bidder shall be a registered legal entity. No bidder can place more than one bid in any form in the state. In support of this, the bidder's letter shall be submitted.
2. The Bidder shall have a minimum of three years of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three financial years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. Operated & managed dialysis facilities, having at least a total of 50 Hemodialysis machines.
4. The facilities should have operational Hemodialysis facility for at least 3 years prior to the submission date.
5. The Bidders are not presently blacklisted/ debarred by the Purchaser or by any State Govt. or its organizations or by Govt. of India or its organizations.
6. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department.
7. The bidder shall have a turnover of **Rs 5.00 Crores per annum** in last three financial years.
8. In case of audited financials not being available for the last completed financial year, CA certified provisional financials should be provided.
9. The bidder shall be legally responsible in all legal matters.

SECTION VI

TERMS AND CONDITIONS

1. Signing of Contract

The purchaser shall issue the Notice for Award of Contract to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication.

2. Modification of Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

3. Performance Security

- a) The successful bidder shall furnish a Performance Security deposit in the shape of a Bank Guarantee issued by a Nationalized Bank in favour of "**The Mission Director, State Health Society, Sikkim**" for an amount equal to 5% of the annual contract value. The Bank Guarantee shall be as per proforma at "**Appendix: G**" and remain valid for a period, which is six months beyond the date of expiry of the contract and renewed prior to expiry, for every subsequent year. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- c) The Purchaser will release the Performance Security without any interest to the firm /contractor on successful completion of contractual obligations.

4. Compliance of Minimum Wages Act and other statutory requirements

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

Legal liability of the services provided by the bidder shall remain with the service provider but in case of any death the certificate shall be issued by the government doctor. The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

5. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the Service Provider's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

6. **Periodicity of Payment**

The payment will be made on monthly basis by cheque or through ECS for all invoices raised. The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

7. **Damages for Mishap/ Injury**

The purchaser shall not be responsible for damages of any kind or for any mishap/ injury/accident caused to any personnel/property of the bidder while performing duty in the purchaser's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Service Provider.

8. **Termination of Contract**

The purchaser may terminate the contract, if the successful bidder withdraws its tender after its acceptance or fails to submit the required Performance Security for the initial contract and or fails to fulfill any other contractual obligations. In that event, the purchaser will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the purchaser.

9. **Arbitration**

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the department of Health Care, Human Services & Family Welfare, Government of Sikkim, as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the department of Health Care, Human Services & Family Welfare, Government of Sikkim to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.
- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the purchaser or the service provider/firm /contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract

10. Applicable Law and Jurisdiction of Court

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

11. Other Terms & Conditions

- (a) The Project will be awarded for a period of 5 years and the Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor/service provider does not follow the rules, regulations and terms and condition of the contract.
- (b) The Authority will provide the required space, for establishing the Project. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space. In any of these cases Refurbished Dialysis machine is not allowed.
- (c) New Installation & continuation: The service provider shall commission the Dialysis facility within 90 days of the signing of the contract by both parties. In case of continuation of the service provider for the subsequent contract period, this time period shall not be applicable.
- (d) Technology Up gradation: The machine shall be suitably upgraded by the service provider under following condition.
 - (i) Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.
 - (ii) Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.
 - (iii) After completion of 2 contract periods each not less than 5 years, the entire Equipment machinery shall be replaced.
- (e) The service provider may quote the cost per Haemodialysis session as per Appendix F (Financial Bid).
- (f) The details of the District Hospital where Dialysis facility is to be operationalized is attached as Appendix A.
- (g) All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority. The district hospital administration will not be responsible for any loss/ damage to the machine/ property

due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the Dialysis facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.

- (h) All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the provider.
- (i) The service provider shall provide for storage of soft copy and hard copy of all records at the District Hospitals at its own cost. In case of change of service provider for any reason, the stored data must be transferred to the new provider for continuation of storage.
- (j) Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority. Service provider to provide the Kt/v and standardized Kt/V report for each patient to the committee.
- (k) Annual review of performance and observance of terms & conditions shall be carried out by a committee which shall include CMO & Head of department of Medicine/Nephrology of the Govt. Hospitals along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- (l) The service provider will have to maintain an uptime of 90% with maximum 7 days of downtime at a stretch of any single dialysis machine of the facility. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost of a single dialysis multiplied by total number of dialysis done per day during the given month, for each day of shutdown beyond 7 days. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Contractor shall make alternative arrangements for provision of dialysis (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.
- (m) State authority shall make payment to the service provider for its services on a monthly basis for all invoices raised for the previous 1 months.
- (n) A no-fee receipt shall be provided by the service provider to patient catered to free of charge as per relevant notification of Health Care, Human Services & Family Welfare Department, Government of Sikkim. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the District Hospital Authority. This will form the basis of monthly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- (o) The following records shall be maintained on a daily basis by the service provider.
 - i. Daily patients register including non-referred as well as for patients referred by Government health Institute to be separately maintained.
 - ii. Log book for record of any breakdown/ shut down of the machine/facility.

- (p) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility. The service provider may however refer the test to another center in case of breakdown/ shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
- (q) The provider shall take a third party insurance policy to cover the patients sent by the Government Health Institutes against any mishap during patient transport, inside the dialysis facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/liability of the service provider.
- (r) After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- (s) Availability of Space, Electricity, water, shall be provided by the authority.
- (t) The service provider shall provide resuscitation facilities with crash cart for providing lifesaving support if required by patients within the dialysis facility.
- (u) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for facility as decided by the authority.
- (v) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- (w) The Authority shall receive Bids pursuant to this tender in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- (x) 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.

Further, the increase in dialysis units shall be according to space availability and in case of space constraint the service provider shall create a facility within 3 Km of district hospital to meet patient load.

Sd/-
Mission Director,
National Health Mission,
Health Care, Human Services & Family Welfare Department,
Government of Sikkim

LOCATION OF FACILITY AND DESCRIPTION OF SERVICES REQUIRED

APPENDIX - A

Name of District Hospital & bed Strength	No. of Dialysis Machines required	Space to be provided by corresponding District Hospital (Yes/ No)
District Hospital Namchi, South Sikkim	A minimum of 9 machines plus one dedicated machine for infective cases	Yes
District Hospital Gyalshing, West Sikkim	A minimum of 4 machines plus one dedicated machine for infective cases	Yes

BIDDER'S AUTHORISATION LETTER
(To be submitted by authorized agent)

APPENDIX - B

To

<Name, address & designation of the Tender Inviting Authority>

Ref. Your Tender document No: _____, date _____

Dear Sirs,

We _____ are the suppliers
of _____ (name of services(s) and hereby confirm that;

1. Messrs _____ (name and address of the
agent) is our authorized agents for

2. Messrs _____ name and address of the
agent) have fully trained and experienced service personnel to provide the said
services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.

2. Original letter shall be attached to the tender.

APPENDIX - C

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST THREE YEARS**

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Sl no	Assignment Contract No. & Date	Description of Work Services provided	Contract Price of Assignment	Date of Commencement	Date of Completion	Was assignment satisfactorily completed	Address of organization with phone no. where assignment done
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: Attach extra sheet for above Proforma if required.

Signature

Name

PARTICULARS OF THE BIDDER'S COMPANY
(To be submitted by all bidders)

APPENDIX - D

1. Name
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organization : Prop./Partnership / Company/ Consortium/ Trust/Not for Profit Organisation
5. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
6. Number of service personnel:

Name	Qualification	Experience (Similar Service)
		(use extra sheet if necessary)

7. Whether the bidder has NABL/NABH/ISO or any other accreditation?
(If yes/ whether documents attached with techno commercial bid)
8.
 - (a) GST Registration. Nos.
 - (b) PAN No.
 - (c) Audited Accounts Statement for past three financial years
 - (d) Copy of Income Tax Return for past three financial years
 - (e) Experience certificate of Bidder regarding existing Dialysis services
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders:

Name:

Date:

APPENDIX – E

**Forwarding Letter for Technical Bid
(To be submitted by all bidders in their letterhead)**

To Date

<Name, Designation and Address of the Tender Inviting Authority>

Sub: Tender for supply of services under Tender No....

Sir,

We are submitting, herewithour tender for providing Dialysis Services for District Hospital Namchi, South Sikkim and District HospitalGyalshing, West Sikkim.

We are enclosing Receipt Noor Bank Draft/Bankers Cheque No....., Dated.....(amount.....) towards tender cost/fee (if documentshave been downloaded from website) and Bank Draft / Bankers Cheque NoDated (Amount.....) towards Earnest Money Deposit (EMD), drawn on.....Bank in favor of “State Health Society, Sikkim”.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per ClauseNo.3 of Section VI of Tender Enquiry document.

We agree to keep our offer valid for the period for the period stipulated in your tenderenquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of the Bidder.....

Seal of the Bidder.....

APPENDIX – F

FINANCIAL BID

1. Name of the Bidder:
2. **The Quote is for per session cost of Hemodialysis and factors all the Infrastructure, HR (trained & qualified Nephrologists, Medical Officers, Nurses, and Technicians), Supportive Infrastructure, and Dialyzer and all consumables etc. and operational and maintenance cost for the project.**
3. The bidder is expected to deliver the services for a minimum period of five years.
4. The bidder has to deposit 5 % of the contract value as performance security in form of Irrevocable Bank Guarantee with validity through the duration of the contract.
The cost per Hemodialysis session Rs...../- (in words
Rupees.....)

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name

Proforma For Bank Guarantee

To

<Name, Designation and Office Address of Tender Inviting Authority>

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called "the Service provider" has undertaken, in pursuance of contract No.....dated.....(Herein after "the contract") to provided Dialysis services.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 6 months after the contract termination date.....

.....

(Signature with date of the authorized officer of the Bank)

.....

.....

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

APPENDIX - H

Declaration by Bidder

I / We.....agree that we shall keep our price valid for a period of oneyear from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No...../

I / We do hereby declare I / we have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper

Records for Procedure

Dialysis centre shall maintain a record system to provide readily available information on:

1. Patient care
 - a. Dialysis charts
 - b. Standing order for Hemodialysis - updated quarterly
 - c. Physician's order
 - d. Completed consent form
 - e. Patient's monitoring sheet
 - f. Standing order for medication
 - g. Laboratory results
 - h. Confinements with corresponding date and name of hospital
 - i. History and physical examination
 - j. Complication list
 - k. Transfer/referral slips (for patients that will be transferred or referred to another health facility)
2. Incident and accident (in logbooks)
 - a. Complications related to dialysis procedure
 - b. Complications related to vascular access
 - c. Complications related to disease process
 - d. Dialysis adequacy of patients on thrice weekly treatments
 - e. Outcomes
 - f. Staff/patient's hepatitis status
3. Staff and patient vaccination and antibody titer status as applicable
 - a. Hepatitis B (double dose) - 0, 1,2,6 months
 - b. Influenza - annually
 - c. Pneumococcal - every 5 years
4. Water treatment
 - a. Bacteriological
 - b. Endotoxin
 - c. Chemical
5. Facility and equipment maintenance schedule

- a. Preventive maintenance
- b. Corrective measures

APPENDIX – J

Equipment List

Emergency equipment: The following equipment should be provided for by the service provider:

S.No	Name of Equipment
1.	Resuscitation equipment including Laryngoscope, endotracheal tubes, suction equipment, xylocaine spray, oropharyngeal and nasopharyngeal airways, Ambu Bag- Adult & Pediatric (neonatal if indicated)
2.	Oxygen cylinders with flow meter/ tubing/catheter/face mask/nasalprongs
3.	Suction Apparatus
4.	Defibrillator with accessories
5.	Equipment for dressing/bandaging/suturing
6.	Basic diagnostic equipment- Blood Pressure Apparatus, Stethoscope,, weighing machine, thermometer
7.	ECG Machine
8.	Pulse Oxymeter
9.	Nebulizer with accessories
10.	Dialyzer reprocessing unit
11.	ACT machine
12.	Cardiac monitors
13.	Vein finder
14.	All required consumables for adult and pediatric patients

Records for Procedure

It is recommended to have the following minimum Standards and Staffing Pattern for the Dialysis unit

Sl.No	Staff Ratio
1	Qualified Nephrologists / MD Medicine with one year dialysis training from recognized center performing one visit every fortnight and clinical review for all patients
2	Medical Officers (on duty) - One doctor (MBBS) per shift for a maximum of 10 machines. 3 Dialysis technicians/ nurses: One technician for every 3 machines and one dedicated for dialysis machine for patients with blood borne infections per shift
3	Dietician (optional)
4	Sweepers 1 for every five machine per shift
5.	Hospital attendant 1 for every five machines per shift

Haemodialysis Machine & associated Systems

A. HD machine: Mandatory

1. Blood pump to achieve a unidirectional flow up to 400ml/min
2. Heparin pump
3. Arterial line and venous line pressure monitors
4. Functional air bubble detector
5. Mixing proportion of unit with bicarbonate dialysis facility, rate of
6. Dialysate delivery from 300 to 500 ml/min or more.
7. Conductivity meter
8. Functional blood leak detector
9. Dialysate temperature regulator that has a range of temperature 35 to 39°C
10. Volumetric UF control
11. Safety devices functioning alarms, venous blood clamp
12. Dialysate filter
13. The HD machine should be FDA approved or European CE marked.

B. HD machine: Optional

1. On line blood volume monitor
2. On line urea clearance
3. Sodium profiling of dialysate
4. Single needle dialysis facility
5. Hemodiafiltration
6. Optical detector

C. Monitoring and Evaluation of HD machine

1. Conductivity of the final Dialysate being delivered to the dialyzer should be checked before every treatment. According to manufacturers' instructions, the conductivity should be checked with an independent reference meter which is known to be properly calibrated. Conductivity must be within the manufacturer's stated specifics. The frequency of checking with independent reference meter

should be as per manufacturer's guideline and also every time the machine is calibrated and repaired.

2. When used, the pH of bicarbonate Dialysate should also be confirmed before each treatment. If the pH is below 6.5 or above 7.5, dialysis should not be started, even when conductivity within limits acceptable. The pH can be checked with a similar pH meter.
3. Temperature should also be within the manufacturer's specifications. Temperature may be checked with an independent reference meter or with a reference thermometer.
4. Absence of residual germicide should be verified on all delivery systems connected to a single water treatment "loop" before dialysis begins. Such testing must be performed with an assay known to detect the minimum standard level.
5. A
test of proper functioning of the air/foam detector should be performed before dialysis is initiated. This test should be a direct test of function of the alarm, causing interruption of the blood pump an actuation of the blood line clamp, either by introducing air into the venous level detector or by removing the tubing so that air is sensed by the detector as recommended by the device manufacturer.
6. The blood detector must be checked for proper armed status according to the method recommended by the manufacturer.
7. The user should perform applicable tests of the UF control system as prescribed by the manufacturer.
8. All other alarms must be tested according to the manufacturer's instructions for use before every treatment including low and high conductivity alarm, low and high temperature alarm, Dialysate pressure alarm, water pressure alarm, etc. Documentation of that testing should be performed. If the particular delivery system is equipped with a "self-alarm check" mode, it is important that the user understand that, most often, it is a check of the electronic circuitry, and not a confirmation of some of the vital functions of specific alarms.
9. Obs
ervation of Dialysate flow should be made while the machine is in a "dialyzing" mode. Absence of Dialysate flow should be confirmed when the machine is in "bypass" mode actuated by both manual setting of the machine to bypass or via any of the alarm functions that will cause the machine to enter a bypass mode.
10. The automatic "self-test" should be performed if this facility is available prior to each HD treatment to confirm proper performance of operative and protective functions of the machine and should never be bypassed.

Recommendation for once monthly evaluation and monitoring: (D)

11. Periodic (Monthly) Microbiological monitoring: water for production of Dialysate and actual Dialysate proportioned and exiting the dialyzer should be monitored for bacterial levels on no less than a monthly basis. Microbiological monitoring is performed to establish ongoing validation of proper disinfection protocols. The sampling should be done at the termination of dialysis at the point where Dialysate exits the dialyzer. Results for total microbial counts shall not exceed 2,000 colony forming units per ml.

12. Assessing trends: Pertinent information, i.e., bacterial levels, conductivity and pH readings, etc., should be logged on a chart across a page so that readings can be examined and compared over an extended period of time. This tool makes it possible to compare current readings to those taken during the past several days/weeks/months.

D. Dialyzer (filter) specifications:

The hollow fiber dialyzer forms the central component of dialysis deliver system, where in actual process of transfer of solutes and water occurs across a semi-permeable membrane. A large array of dialyzers is available for clinical use with several permutations and combinations based on biocompatibility, flux and surface area of the dialyzer. Most often a single type of dialyzer may be sufficient in most patients in a dialysis unit. However, some patients may have specific needs and may require change in the dialyzer specifications. Hence, dialyzers with specifications other than that generally used in the dialysis unit may also be routinely stocked or should be made available at a short notice when the need arises.

E. Recommendations for dialyzer use in HD:

- (1) Biocompatible, synthetic (e.g. polysulfone, polyacrylonitrile, polymethylmethacrylate) or modified cellulose membrane (e.g., cellulose acetate) should be preferred over unmodified
- (2) Cellulose membranes (e.g., cupraphan). Cupraphane membranes should only be used when patient is intolerant to other biocompatible membranes.
- (3) Either low flux or high flux biocompatible membrane may be used for regular HD.
- (4) An allergic reaction to a specific dialyzer is rarely encountered in some patients. In such situation, the particular dialyzer should be avoided and this should be specifically written in bold letters on the dialysis folder of the patient to prevent its inadvertent use.
- (5) Dialyzer may be use for NOT more than 10 times or till the bundle volume is >70% of original capacity and in such cases reused only for the samepatient after due sterilization using dialyzer reprocessing unit. Dialyzer should not be reused for sero positive cases on isolated machine.
- (6) Blood line, Transducer Protectors, IV sets, Catheters any other disposables should not be should NOT be reused.

F. Dialysis fluid specifications:

Dialysate, or dialysis fluid, is a non-sterile aqueous solution with an electrolyte composition near that of normal extracellular fluid. Its electrolyte composition is designed to correct the metabolic imbalance that occurs as a result of azotemia. Dialysate concentrates are manufactured commercially in liquid or powder form. The chemicals present in the Dialysate have access, via the dialyzer, to the bloodstream of patients undergoing dialysis. Hence, the proper concentration of all of these chemicals as well as the quality of the concentrate and the water used to dilute the concentrate is critical. The following is to be ensured:

1. Electrolyte content of Dialysate includes sodium, potassium, chloride, magnesium, calcium, glucose (optional), and bicarbonate as a buffer. The concentration of HD solutions should be such that after dilution to the stated volume the final concentrations of the ions expressed as mmol/L are usually in the following ranges: Sodium 135-145, 40 Potassium 0-4, Calcium 1.0-2.0, Magnesium 0.25-1.0, bicarbonate (32-40, Chloride 95-110. 42; Sodium concentration may be adjusted to levels outside the range of 135-140 mmol/L by HD machines with variable sodium capabilities only when prescribed by physician in charge.
2. Commercially produced concentrates are classified as medical devices and should be approved for clinical use by appropriate authority. The Dialysate should contain bicarbonate as the buffer
3. The final diluted Dialysate should be analyzed every 6 months, with every new batch of Dialysate and after each major servicing/repair of dialysis machine.
4. Water used to prepare the Dialysate must have a bacteriological colony count of less than 200 CFU/ml. Bacteriological analysis of the Dialysate shall be carried out at least 2 monthly, preferably every 15 days. The colony count in Dialysate samples collected at the termination of dialysis a) in a single pass system or b) in a re-circulating single pass system at the periphery of the re-circulating chamber containing the dialyzer shall be less than 2000 colony-forming units/ml. Dialysate containing glucose at 100- 200 mg/dl concentration should be used.

G. Recommendations for storing and mixing dialysis concentrate:

1. Store and dispense Dialysate concentrates as though they were drugs. Ensure that all personnel in the facility are aware of the types of Dialysate concentrates available, even if currently only one type is being used.
2. Develop a policy, management, and storage system that will effectively control the mixing and dispensing of all concentrates. Storing concentrates according to type, composition, and proportioning ratios should reduce the risk of mismatching concentrates. Prohibit access to storage areas and allow only authorized, specially trained personnel to mix and dispense concentrates.
3. Double-check and record concentrate formulas on the patient's record. Consider a procedure for countersigning patient and storage records. Do not dispense concentrates from large containers into smaller ones without a "keyed" dispensing system. Whenever possible, purchase concentrates in single-treatment (2½ - 4 gallon) containers (optional).
4. Always dispose of concentrates remaining from the previous treatment. Do not pour remaining concentrate into another container or use in the next treatment. Replace empty or partially full containers with full ones. Whenever possible, standardize equipment so that only one bicarbonate concentrate system is used.

H. Water Treatment System:

1. Dual water treatment system is mandatory.
2. Each water treatment system includes reverse osmosis membranes.
3. The water treatment system components are arranged and maintained so that bacterial and chemical contaminant level in the product water does not exceed the standards for Hemodialysis water quality.

4. Proper function of water treatment system is continuously monitored during patient treatment and be guarded by audible or visual alarm that can be heard or seen in the dialysis treatment area in case performance of the water treatment system drops below specific parameters.
5. Written logs of the operation of the water treatment system for each treatment day are in place.
6. Procedure guidelines for Disinfection of Reverse Osmosis Machine and Loop as recommended by the manufacturer are in place.
7. No Hemodialysis procedure is performed during disinfection of the water treatment system and the loop.
8. Microbiological testing of the treated water from the water treatment system and the loop is done regularly and preferably monthly.
9. For dialysis unit performing HDF, testing of treated water for endotoxin at regular interval is needed.
10. Written record and results of microbiological and chemical testing of water are in place and reviewed. Corrective action is recorded if indicated.

I. Reuse of Haemodialyzers and related devices

1. Procedure guidelines for dialyzer reprocessing are in place.
2. Testing for presence of disinfectant in the reprocessed dialyzer before rinsing and absence of disinfectant after rinsing are performed and documented.
3. Each dialyzer is clearly labeled and identified to be re-used by the same patient.
4. Routine disinfection of active and backup dialysis machines are performed according to defined protocol. i.e. HD Machine shall be disinfected after every dialysis session with 20 minutes of Citric Acid, to avoid cross contamination. Also end of the day 1hour of Citric and thermal dis-infection shall be done to all HD machines. The same shall be documented.

J. Other Activities for patient care

1. Blood chemistry and haematocrit (or hemoglobin) of each dialysis patients are checked at regular interval (preferably every month) to ensure patient's well being and viral markers be tested every 3 months (HIV/HBsAg/HCV) iPTH and vitamin-D should be done every 6 monthly.
2. Contingency plan or procedures are available in case of equipment failure, power outages, or fire so that the patient health or safety can be ensured.
3. Drill for CPR and emergency conditions outlined are performed regularly.
4. Routine disinfection of active and backup dialysis machines are performed according to defined protocol. Documentation of absence of residual disinfectants is required for machines using chemical disinfectant.
5. Samples of Dialysate from machines chosen at random are cultured monthly. Microbial count shall not exceed 200 colony forming units per milliliter (cfu/ml) for HD and shall not exceed 10⁻¹ cfu/ml for online HDF before IV infusion into the patient's circulation. Periodic testing of inorganic contaminant is performed.
6. Repair, maintenance and microbiological testing results of the Hemodialysis machine are recorded with corrective actions where indicated.

7. All staff including janitorial staff is educated with clear instruction on handling blood spillage on equipment and the floor.
8. All blood stained surface shall be soaked and cleaned with 1:100 sodium hypochlorite if the surface is compatible with this type of chemical treatment.
9. All new dialysis patients or patients who return to the dialysis unit after treatment from high- or unknown-risk areas are tested for HbsAg and Anti-HCV etc.
10. HBsAg/HCV-positive patient should be treated in a segregated area with designated Hemodialysis machines.
11. Carrier of HCV receives Hemodialysis using designated machines.
12. Patient with unknown viral status is dialyzed using designated Hemodialysis machines until the status is known.

CONTRACT FORMAT

Contract Form for Providing Dialysis Facilities

**Mission Director,
National Health Mission,
Health Care, Human Services & Family Welfare Department
Government of Sikkim**

(Address of the Tender Inviting Authority/Office issuing the contract)

CM Contract No. _____ **dated** _____

This is in continuation to this office's Notification for Award of contract No
_____ **dated** _____

Name & address of the Service Provider _____

Reference: (i) Tender Enquiry Document No _____ Dated _____ and
subsequent Amendment No _____, dated _____ (if any), issued by
the Tender Inviting Authority (ii) Service provider's Tender
No _____ Dated _____ and subsequent communication(s)
No _____ Dated _____ (if any), exchanged
between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the _____ Day of _____ 2017 between Health
Care , Human Services & Family Welfare Department, Government of Sikkim
(hereinafter called the Procurer) of one part
and _____ (name of service provider) (Hereinafter
called the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the
Service Provider, viz, (brief description of services) and the Procurer has accepted a
tender submitted by the Service Provider for the Services for the sum of
_____ (Contract price in words and figures) (Hereinafter called
the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:

- (i) Terms and Conditions;
- (ii) Location and Description of Equipment;
- (iii) Job Description;
- (iv) Manufacturer's Authorization Form (if applicable to this tender);
- (v) Purchaser's Notification of Award.

2. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the Dialysis Services for the specified facilities in conformity in all respects with the provisions of the Contract.

3. The Procurer hereby covenants to pay the Service Provider in consideration of the services , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs _____ [(Fill amount) equivalent to 5% of the cost of the contractvalue] shall be furnished in the prescribed format given in the Tender document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

5. Payment terms: The payment will be made against the bills raised to the Procurer by the Provider on monthly basis after satisfactory completion of said period, duly certified by thedesignated official. The payment will be madein Indian Rupees.

6. Paying authority: _____ (name of the Procurer i.e. Office, Authority)-

(Signature, name and address of authorized official)

For and on behalf of: _____

Received and accepted this contract _____

(Signature, name and address of the supplier's executive duly authorized to sign on behalf ofthe Provider)

For and on behalf of _____

(Name and address of the Provider)

(Seal of the provider)

Date:

Place: _____