



**GOVERNMENT OF SIKKIM
HEALTH AND FAMILY WELFARE DEPARTMENT
GANGTOK**

NON-TRANSFERABLE

**REQUEST FOR PROPOSAL
FOR
SETTING UP FACILITATION CENTER FOR MANAGING SU SWASTHA YOJNA
FOR DEPARTMENT OF HEALTH AND FAMILY WELFARE, GOVERNMENT OF SIKKIM.**

TENDER DOCUMENT NO:

SUBMITTED BY:

M/S _____

ADDRESS _____

PHONE _____

EMAIL _____



**HEALTH AND FAMILY WELFARE DEPARTMENT
GOVERNMENT OF SIKKIM
GANGTOK.**

REQUEST FOR PROPOSAL

Tender No. 07/ /H &FW/2020-21

Date: 02.11.2020

The Health & FW Department, Government of Sikkim invites Request for Proposal (Technical and Financial bids) from registered firm for the “*SETTING UP FACILITATION CENTER FOR MANAGING SU SWASTHA YOJNA FOR DEPARTMENT OF HEALTH AND FAMILY WELFARE, GOVERNMENT OF SIKKIM*”.

Cost of Proposal Documents	Rs. 10,000.00 payable vide Demand Draft from any Nationalized Bank payable at Gangtok, Sikkim, in favour of Pr. Director Accounts, H & FW Deptt. Govt. of Sikkim.
Pre-Bid Meeting	Date: 13/11/2020, 1200 Hrs (IST)
Closing Date and Time for receipt of Bids	Date: 30/11/2020, 1100 Hrs (IST)
Time and Date for Opening of Bids	Technical Bid: 30/11/2020, 1200 Hrs (IST) Financial Bid: 04/12/2020, 1200 Hrs (IST)
Venue for pre-bid meeting, submission of documents	Office of the Principal Secretary, Health & Family Welfare Department, Gangtok, East Sikkim.
Earnest Money Deposit (EMD)	Rs. 2,00,000.00 in the form of TDR from State Bank of Sikkim or FDR from any Nationalized bank, payable at Gangtok, Sikkim in favour of Principal Secretary, H & FW Department, Government of Sikkim.

The proposal document can be viewed and downloaded from Government of Sikkim website **www.sikkim.gov.in** and the requisite fee may be paid at the time of submission of proposal. The department reserves the right to accept or reject one or all the bids without assigning any reasons, thereof.

**Principal Secretary,
H& FW Deptt.**

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SECTION I

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Proposed Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the Government of Sikkim (hereinafter referred to as “Authority”) or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in

this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with the project or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/ documents pertaining to this RFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

For and on behalf of

Principal Secretary
H&FW Deptt.

SECTION II

INTRODUCTION

The state of Sikkim wishes to launch the Su Swastha Yojana – a comprehensive health scheme w.e.f Apr 1, 2021, covering approximately 1 lakh beneficiaries (current employees their dependents and retired employees). This is a social initiative for a nonprofit motive, self-funded by state for welfare of it's employees and their families for providing excellent quality healthcare while minimizing costs of such healthcare borne by state of Sikkim. For Managing, Monitoring and Facilitating the Su Swastha Yojana, Health & Family Welfare Department has initiated tender for “*Setting up Facilitation Center for Managing Su Swastha Yojna for Health and Family Welfare Department, Government of Sikkim*”.

The tender is based on Two Bid System (The **Technical Bid and the Financial Bid**). The Technical Bid requires all bidders to submit all the technical documents and after the proper verification of the Technical Bids the bidders qualify for the Financial Bid wherein the bidders have to submit their competitive rates.

The Technical and Financial Evaluation is undertaken by the Tender Committee. After proper analysis and verification of all the bids, the Tender Committee grants the final Award of Contract to the most qualified bidders.

With the sole aim of providing better health services to the people and to achieve better health standards, we request all bidders to support us in our objectives to provide the best competitive rates.

SECTION III
SCOPE OF SERVICE

3.1 SU SWASTHA YOJANA FACILITATION CENTER SHALL PROVIDE THE FOLLOWING SERVICE:

3.1.1 Su Swastha (Product) Configuration and Membership Management

- Beneficiary enrollment (customer unique id across products and insurers)
- Issue beneficiary ID Card
- Query management
- Customer self-help portal
- Products/Service configuration

3.1.2 Pre-Authorization & Claims Settlement

- Pre-Authorization, submission, approval, Authorization for cashless healthcare access
- Pre-Authorization query management
- Concurrent audit
- Case management
- Negotiations with provider
- Customer and provider notification

3.1.3 Provider Network Management

- Empanelment of hospitals/other entities for cashless and non-cashless empanelment
- Provider Self-service portal
- Provider due diligence report
- Provider Contracting and contract management
- Periodic Payment reconciliation
- Provider audit

3.1.4 Customer Service

- Status query - Member Card, Pre-authorization, Claim payment
- Customer Relationship Management
- Self-service portal, electronic medical record management
- On line Complaint and grievance management

3.1.5 Analytics and MIS

- Claim analytics- Deviations, Trends and outlier
- Claimant/ claim/ Loss/ provider/ channel/ disease/ location/ average claims cost etc. based analysis
- Performance tracking
- Use of actuarial, medical management rules, ICD coding
- MIS generation – real time, dashboards, scheduled and customized reports, mandatory compliance reports
- Real - time warning system for fraud, outlier behavior, escalation
- Productivity and aging reports, auto escalation for TAT and SLA breach

3.1.6 Business Process Management

- Website and portals management
- Document management, courier management, bar coding of documents
- Trigger/event based reports, forward and backward integration
- Manual and OCR processing, quality check
- Workflow management including in-built escalation matrix, work load management
- System integration and Seamless data -flow with principals, providers, vendors, statutory bodies

3.1.7 Facilitation Center IT infrastructure Management

- Data Centre Management
- Disaster recovery management

3.1.8 Financial Management

- Finance Management, Budgeting and Planning
- Regulatory and statutory compliances
- Balance sheet reporting
- Vendor payment management

3.1.9 Review and updates to standard operating procedures and policies of the state of Sikkim--Transformation of existing standard protocols and policies of referral and reimbursement under the state guidelines to the Su Swastha Employee Benefits of availing healthcare services – cashless and reimbursement as the case maybe within the network of hospitals created for beneficiaries covered under the Su Swastha Emp Health Welfare Plan

3.1.10 Facilitation Center for Su Swastha Yojna - Administrate over the medical access to healthcare services across India, availing cashless or non-cashless healthcare at various hospitals of public or private nature within India anywhere, compliance to the processes and policies of cashless or non-cashless claims and reimbursement of healthcare expense to employee/provider as the case maybe.

3.1.11 Population Health Risk Assessment- the healthcare data of employees and beneficiaries covered under the Su Swastha Employee Health benefit Plan shall be assessed and analyzed for providing inputs to MOHFW for improvement of health metrics by activities and further healthcare projects.

3.1.12 Data analytics and reports- from perspective of maximizing healthcare benefits for the expense of healthcare according to objectives and targets of State of Sikkim- aiming to optimize the costs of healthcare incurred in medical treatment of covered individuals.

3.2 Mode of service and Other conditions:

- i. The healthcare management firm shall liaise with the state’s administrative and governing bodies and regulators to review the current policies and standard operating protocols of the state which serve as the basis of all provider relationships, delivery of healthcare to patient for outpatient, inpatient and follow up care as required, allow for the provider and patients to raise claims for reimbursement against expenses incurred in medical care availed. These standard operating procedures and policies shall be assessed and a rationale shall be provided for the changes recommended and best practices of the industry shall be included in the recommendations.
- ii. The state shall make the final decision on changes, updates and modifications in the state’s health policy and the same shall be used for further compliance by the facilitation center for further administration in accordance with this renewed policy.
- iii. The healthcare management firm shall administrate as an office autonomous for day to day administration but reporting to the state’s regulatory bodies for the management of Su Swastha Plan’s operational and administrative functions which

- shall broadly cover but may not be limited to the following.
- iv. The state's current provider relationships shall be assumed by the facilitation center office which shall ensure that all hospital providers to state of Sikkim are of the top tier hospitals a list of which shall be provided to the state as an annexure to the bid. The empanelment of new hospitals shall be done at rates which are at par or better than the state's current rates and/or the benchmarks of the industry nationally and also include the best plans standards within the country.
 - v. The employees covered under the plan as well as their dependent beneficiaries shall be enrolled in an initial launch as well as rolling fashion for the period of coverage for both cashless and non-cashless healthcare at empaneled hospitals. The employees and their dependent beneficiaries shall be provided with enrollment services like a card, helpline number, helpdesk services and communication portal.
 - vi. Reimbursement and claims function for cashless as well as non-cashless medical care including grievances and query resolution- the reimbursement function within the Su Swastha Plan shall also require continuous monitoring of healthcare expenses incurred by employee (or the hospital if the relationship is of cashless on credit healthcare) and the same when claimed by the respective party shall be audited and approved for reimbursements as per the current updated policy of healthcare reimbursement within the state of Sikkim.
 - vii. All the above data pertaining to these activities shall be submitted with analytics periodically and as and when required for audit functions of the state of Sikkim.
 - viii. The vendor must certify the following terms and conditions while submitting a bid or an expression of interest
 - ix. Certified that no brokerage/agency/consultancy charges have been / will be paid against the above rates as this is a direct transaction with the client.
 - x. Certified that the firm shall directly undertake the work contract and no sub-contracting shall be done.
 - xi. Certified that the firm shall not be operating as its primary office outside the state of Sikkim although ancillary offices shall be made outside the state for extending on ground care support to beneficiaries traveling to other states for medical needs.
 - xii. **Coverage:** List of beneficiaries would include approximately 1 Lakh (employees, dependents and retired employees). The actual number may vary depending upon inclusions/exclusions. State will advise fresh inclusions as and when eligible for coverage.
- *Note Non-Cashless** refer to the treatment done in exigencies/other than natural causes/not covered in package

3.3 Other Requirement of Service:

1. The facilitation center at Gangtok should be manned by adequate and qualified manpower to maintain service levels of a standard benchmark by utilizing **adequate numbers of data entry operators, team leaders, managers and supervisors**. Estimated requirement of 12-15 staff in beginning is considered as logical for smooth delivery of services.
2. Should have **24X7 call center** for taking calls for services and Grievances related to the service.
3. **All the health facilities should have a help desk** to assist patients covered under Su Swastha Scheme.
4. **Monthly submission of data** in hardcopy and softcopy to the deptt. or providing the datas to the deptt. whenever requested for

VALIDITY OF CONTRACT

- a. The contract, if awarded, shall be initially for a period of **3 (three) years** from the date of award, to be renewed annually, subject to continuous satisfactory performance and further extended for two years, subject to satisfactory services and such terms and conditions as accepted by both the parties.
- b. The Service Provider shall render only such required services as has been informed or will be informed from time to time by the relevant authority and shall not indulge in any other activities or services which are not connected with the required services.
- c. The Service Provider shall not sublet the whole or part of these services to any other agency.

SECTION IV

ELIGIBILITY TO BID

- (a) The Bidder may be any reputed national single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) Firms/ entities registered as a “start-up” are eligible to apply. Registration with “Start Up India” initiative under the GOI is eligible. As a start-up the firm’s demonstrated track record shall be ascertained by evaluation of the founding and managing leadership team of the start-up from perspectives of financial stability and domain expertise in providing medical services and managing healthcare delivery systems e.g. hospital and hospital networks in a leadership role. In such a case the founders and managers of such an entity cannot be a part of another bidder as a company or as an individual.
- (c) The bidder should have experience in serving in the field of health care sector/services. Su Swastha Employee Benefit Scheme is a core medical facilitation service which must customize solutions to the unique needs of State of Sikkim. The bidder must possess robust and proven track record of medical services delivery in healthcare provider sector (hospitals, clinics and medical centers) for a minimum of 10 years as a firm/entity or founder and directors of the firm/entity in case of a start-up.
- (d) To be eligible for Qualification, a Bidder shall fulfil the following condition of eligibility:
- **Financial Capacity:** The bidders shall have a minimum annual turnover of not less than **INR 50 Crore** in each of the preceding (3) three financial years i.e. during 2017-18, 2018-19 & 2019-20. A certified copy of the turnover statements of each year to be submitted by the bidder.
 - Experience of Financial management for at least 3 years **>50 crores**.
 - **Financial Capacity as a start-up:** The founders of the start up firm shall demonstrate IT returns as a substitute to the firm for each of the preceding (3) three financial years i.e. during 2017-18, 2018-19 & 2019-20. The founders of the start up must demonstrate management of companies in a leadership role with annual turnover **of >50 crores** for the last 3 consecutive financial years.
- (d) The bidder should have hired/engaged at least 50 skilled/semi-skilled/unskilled workers during any of the last 3 financial years. For a start-up the founders must

have managed organizations and teams of more than the same number of employees directly for the same tenure of engagement.

- (e) Should have a valid PAN card

The applicant along with the RFP should submit the certified copies of the following wherever applicable:

- a. The Applicant's legal status i.e. Incorporation certificate.
- b. The Applicant must have relevant Trade License/ Firm registration.
- c. The Applicant must have a valid Goods & Services Tax (GST) registration certificate.
- d. Details of the Contact person. Name, Address, E-mail Id, Mobile No., Contact Address etc.
- e. Financial Report of the Applicant for the Year of 2017-18, 2018-19, 2019-20.
- f. The Applicant must have filed income tax returns for past two years or in case of bidder being of Sikkimese origin a self-declaration of Income Tax exemption along with attested copy of the COI/SSC with Serial No & Volume No. to be submitted.
- g. Concept proposal for project understanding and methodology of the project to be submitted.

SECTION V

GUIDELINES FOR PREPARATION OF TENDER

- i. The Tenderer shall bear all costs associated with the preparation and submission of its bid and H & FW Department, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- ii. In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.
- iii. Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language.
- iv. The tender (in English Language only) must be submitted along with detailed specifications.
- v. The documentary evidence submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.
- vi. Tender shall submit a declaration letter as per the format given as ***Annexure II***

and copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

- vii. An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- viii. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website (www.sikkim.gov.in) of the Tender Inviting Authority. However it shall be the duty of the prospective tenderer to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- ix. Any clarification on the tender procedure shall be obtained from Principal Secretary, H & FW Deptt., Gangtok.
- x. On line payment of Tender document cost and the EMD is not accepted.

SECTION VI

TENDER DETAILS

6.1 COST & DEPOSIT OF TENDER FEE: Tender documents must be downloaded from the website www.sikkim.gov.in. The cost of tender documents amounting to Rs. 10,000/-, which is non-refundable, in the form of Demand Draft issued by any Nationalized Bank favoring Director Accounts, H & FW Deptt. Govt. of Sikkim, payable in Gangtok and must be submitted along with the technical bid.

6.2 EARNEST MONEY: The **Earnest Money Deposit 2,00,000/- of the Tendered value** should be in the form of TDR from State Bank of Sikkim or FDR from any Nationalized bank, payable at Gangtok, Sikkim in favour of **Principal Secretary, H & FW Department, Government of Sikkim**. The original draft should be submitted along with the tender.

The following conditions shall apply to the Earnest Money Deposit:

- 6.2.1** Any tender not accompanying Earnest Money Deposit shall not be accepted and will be rejected.
- 6.2.2** No interest money shall be paid for the earnest money retained by the department till the finalization of the tender.
- 6.2.3** If the EMD amount is not 2,00,000/- of the Tendered Value, the tender (Financial bid) will not be accepted.
- 6.2.4** The Earnest Money of unsuccessful tenderer shall be refunded only after

finalization of the tender. The earnest money of the successful tenderer shall be refunded only after signing of the undertaking and submission of the PERFORMANCE SECURITY DEPOSIT (PSD) of Rs **5,00,000/-** on request. The performance security will be forfeited if the bidder/ service provider fails to comply as per the contract agreement.

The EMD will be forfeited, if a tenderer;

- withdraws his/her tender as a whole or for any particular item at any stage after opening of the tender,
- Fails / refuses to enter into written agreement / undertaking for supply of all or any of the approved items within the specified time period.
- Misrepresentation of facts or submit fabricated/forged/tempered/altered/ manipulated documents during verification of tender process.
- Fails to furnish performance security after issuance of notice for Award of Contract.

6.3 DEADLINE FOR SUBMISSION OF TENDER

6.3.1 Tenderers shall submit all the necessary documents before the last date & time and The Tender Inviting Authority shall not be held liable for the delay.

6.3.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.4 MODIFICATION AND WITHDRAWAL OF BIDS

The tenderer cannot modify or withdraw bids submitted after the last date & time for submission.

6.5 PERIOD OF VALIDITY OF TENDER

6.5.1 The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid.

6.5.2 The successful tenderer upon entering into a running contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.5.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

6.6 ACCEPTANCE / REJECTION OF TENDERS:

- 6.6.1** At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer in the event the firm deviates from the agreed terms and conditions.
- 6.6.2** The Authority reserves the right to accept or reject any or all of the Bids without assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

6.7 PRE-BID MEETING

- 6.7.1** A pre-bid meeting will be convened to clarify the doubts of the prospective tenders. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the tender document after the pre- bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids. The pre-bid meeting may be held as a virtual or online meeting in view of COVID-19 constraints.

6.8 AMENDMENT OF TENDER DOCUMENTS:

- 6.8.1** At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment/ Corrigendum.
- 6.8.2** The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse www.sikkim.gov.in of the Tender Inviting Authority for information/general notices/amendments to tender document etc. on a day to day basis till the tender is concluded.

6.9 OPENING OF TENDER

- 6.9.1** The date of technical bid opening is only published in advance. The date of opening of Financial Bid will be decided after the technical bid and shall be informed to the qualified tenderers. The Financial bid of only those tenderers who qualify technical bid will be opened.
- 6.9.2** The opening of the technical bid and the financial bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative may choose to attend the bid opening.
- 6.9.3** In the event of the specified date for opening of Tender being declared holiday,

the Tender shall be opened at the appointed time and venue on the next working day.

6.9.4 In the event of the tender and claims in the documents being materially missing or of substantial error or unqualified for want of required qualifications, the bids shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round at the discretion of Tender Committee.

6.9.5 The tenderer shall be responsible for properly submitting the relevant documents in the format specified in the RFP and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the bid.

6.10 EVALUATION OF BIDS

6.10.1 The commercial terms and documents submitted as part of the technical bids shall be scrutinized by the Tender Committee.

6.10.2 The Tender Committee may also verify the veracity of claims in respect of the known performance of the proposal offered, the experience and reputation of tenderer in the field etc.

6.10.3 The Tender Committee will have the full right to debar/black list a tenderer, at any stage of tender process or thereafter, in the event of being found after verification to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer.

6.10.4 Arithmetical errors shall be rectified on the following basis: If there occurs a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the tenderer does not accept the correction of errors, his offer shall be rejected.

6.10.5 The Authority would open the PART 1: Technical Qualification Proposal on the Proposal Due Date, at the specified place.

6.10.6 Financial Proposals will remain sealed and unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for its responsiveness to the RFP.

6.10.7 The Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out.

6.10.8 The Authority will open sealed Envelope containing 'Financial Bid' of only those Bidders, whose "Technical proposal" qualify.

6.10.9 The Financial Bids are invited for the Project on the basis of the lowest percentage of the asset value as declared by the Authority. The absolute amount in Indian Rupees should also be quoted by the bidders. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids. The financial bid shall be taken together with the technical bid for a comprehensive evaluation of the bid.

6.10.10 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Authority as per rules.

6.10.11 The Bidder who quotes the lowest Bid Amount shall be declared as the Selected Bidder (the “Selected Bidder”).

6.10.12 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal. At any point in time during the bidding process, if required by the Authority, it is the Bidders’ responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the proposal.

6.10.13 In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidder (“Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who may choose to attend.

6.10.14 All the documents along with RFP documents should be part of the technical bid.

7 Technical Bid Evaluation will be based on the following marking system

Sl.no	Particulars	Full Points	Points obtained
1.	Firm Registration as a Healthcare System/Services entity	100	
2.	Demonstrated expertise of firm/leadership team (in case of start-up) in medical services more than 10 years	100	
3.	A. Demonstrated experience and exposure of Sikkim State healthcare ecosystem B. Demonstrate a vision for improvement of Employee Health Coverage and Metrics via Su Swastha Yojna with a clear 3 year roadmap	50	

3.	Financial Capacity/Annual Turnover of the firms IT returns of founders and partners for start ups	50	
4.	Other requirements: <ul style="list-style-type: none"> • Experience of Financial management for at least 3 years for annual turnover of 50 crores minimum • For startups founders must demonstrate management of firms more than 50 crore turnover annually in a leadership role 	50	
	<ul style="list-style-type: none"> • Experience of healthcare and patient and population health data analytics and/or clinical research/ health care quality data analytics for at least 3 years 	50	
	<ul style="list-style-type: none"> • Experience of firms (founders of start-up bidders) in managing software development and maintenance of patient centric medical records management for hospitals, clinics, health insurance or medical research domains and respective IT compliances 	25	

5.	Correctness of the Documents submitted	50	
6.	Expertise in medicolegal matters and patient grievances and medical mal-occurrence and medical negligence and medical quality and patient safety	25	
	TOTAL SCORE	500	

In order to qualify the Technical Bid, the bidder/service provider should obtain at least a score of 250. The bidder who obtains a technical score less than 250 will be declared as technically disqualified and the financial of such bidders will be returned unopened.

7.1 TECHNICAL BID

Tenderer should furnish the following documents in the Technical Bid

7.1.1 Valid Annual Turn Over statement.

The bidder should submit the latest copy of **Valid Annual Turnover Statement of either the bidder** verified by Chartered Accountant, showing the annual turnover of Rs. 50 crore for the last three completed financial years.

For a start up firm the same shall be substituted by IT returns of the founders/partners/proprietors and managing financials of past engagements of >50 crores annually for past 3 consecutive financial years.

7.1.2 Valid GST Certificate.

The Bidder should submit latest copy of **Valid GST Certificate** along with latest **Tax Clearance Certificate**.

7.1.3 Valid Non Conviction Certificate

The Bidder should submit a latest copy of **Valid Non Conviction Certificate** proving that the firms has not been blacklisted/ debarred by any Tender Inviting Authority or by any State Government or Central Government department/organization. (Notarized Affidavit as per format in *Annexure II*)

7.1.4 Valid Firm Registration

The Bidder should submit their latest copy of the registered **Valid Firm Registration**.

7.1.5 Tender Cost and EMD

The bidders should submit a Tender document Cost and EMD with the Bid.

7.1.6 Power of Attorney.

The Bidder should submit valid power of attorney as per the format at *Annexure V*.

7.1.7 Declaration Form

The Bidder should submit the duly signed copy of the Declaration form as per *Annexure I* stating that they have carefully gone through the terms and conditions in the tender documents and have agreed to it and accept the same.

7.11.11 Sealing and Submission of Proposal

- The Bidder shall submit one copy of Tender Document and required documents as per RFP duly signed and sealed in all pages and mark the Envelope as Technical Bid (envelope A).
- The Bidder shall submit the Financial Bid as per *Annexure III* in a separate sealed envelope marked as financial bid (envelope B).
- The two envelopes (A & B) mentioned above shall be placed in an outer envelope, which shall be sealed and marked as “*Setting up Facilitation Center for Managing Su Swastha Yojna for Health and Family Welfare Department, Government of Sikkim*”.
- All documents should be submitted in a hard bound form (hard bound implies binding between two covers through spiral binding or otherwise whereby it may not be possible to replace any paper without disturbing the document) (loose form, etc. will be not accepted), either singularly or with several documents bound together. The Proposal should not include any loose papers.
- Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder.
- Each envelope shall be addressed and submitted before the due date to:

Principal Secretary,
Health & Family Welfare Department,
Gangtok East Sikkim

- The Authority reserves the right to reject any Proposal which is not sealed and marked

as instructed above and will assume no responsibility for the misplacement or premature opening of the Proposal.

7.2 FINANCIAL BID

- 7.2.1** The bidder should quote the prices in the bidder's letter head as per *Annexure III*. The Financial bids submitted in any other formats will be treated as non-responsive and will not be considered for tabulation and comparison.
- 7.2.2** The Financial bids of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The financial bids of the unsuccessful tenderers will be returned unopened.
- 7.2.3** The opening of the financial bid shall be done by the Tender Committee and only the Financial Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid shall be opened.
- 7.2.4** Price Offered should be all inclusive and in Indian Rupees.
- 7.2.5** Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
- 7.2.6** Price variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the contract period before releasing the Letter of Intent on receipt of proper documents.
- 7.2.7** There shall also be no hidden costs.
- 7.2.8** Applicable taxes shall be quoted in this column.
- 7.2.9** L1 will be decided on the lowest rates quoted.

7.14 CLARIFICATION OF BIDS

- 7.14.i** During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the Tender committee on its bids submitted.
- 7.14.ii** The request for clarification and the response shall be in writing, either through Email or fax or by post.

7.15 AWARD OF CONTRACT

- 7.15.1** The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids, i.e. after price bid opening.

SECTION VII

SIGNING OF CONTRACT

- 9.1 The successful tenderer shall execute an agreement with the deptt. for taking up the services.
- 9.2 The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.
- 9.3 The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.
- 9.4 If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.
- 9.5 successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.

SECTION VII

PAYMENT

- 11.1 The payment of the price agreed will be made after submission of complete original invoice and other documents as requested by the authority.
- 11.2 Requests for advance payments will not be considered.
- 11.3 The successful tenderer shall not claim any interest on payments under the contract.
- 11.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer.

SECTION IX

CORRUPT OR FRAUDULENT PRACTICES

- 15.1 It is required by all concerned namely the User Institution/ Tenderers/ Successful tenderers etc. to observe the highest standard of ethics during the procurement and

execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

15.2 Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

15.3 No tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority’s bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderers bid.

SECTION X

FORCE MAJEURE

16.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

17.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful tenderer

shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 17.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

SECTION XI

RESOLUTION OF DISPUTES

- 17.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 17.2 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Secretary to Health, Govt. of Sikkim whose decision shall be final.
- 17.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Gangtok, Sikkim, India.

SECTION XII

APPLICABLE LAW & JURISDICTION OF COURTS

- 18.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

18.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Sikkim.

SECTION XIII

TERMINATION OF CONTRACT

- 20.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver on the services or other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 20.2 Termination for convenience: - The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract.

**Principal Secretary
H& F. W. Department
Government of Sikkim**

ANNEXURE I

DECLARATION FORM

I/We M/s. _____ represented by its Proprietor
/ Managing Partner / Managing Director having its Registered Office at

do hereby declare that I/We have carefully read all the conditions of tender

NO...../2020 DATED for supply of

..... invited by the Health & F.W. Department, Gangtok and accepts all
conditions of Tender.

Signature of the Tenderer
Name in capital letters with
Designation

ANNEXURE II

AFFIDAVIT

**Format for Affidavit certifying that Entity / Promoter(s)
/Director(s)/Partners of Entity are not blacklisted**

I, M/s. (Name of the firm), having
registered office at

.....
hereby certify and confirm that we or any of our promoter(s) /director(s) are not
barred by Department of Health & FW, Govt. of Sikkim/ or any other entity of GoS
or blacklisted by any state government or central government / department /
organization in India from participating in Tender/s, either individually or as
member of a Consortium as on the

..... (Last date of submission of tender).

We further confirm that we are aware that, our bid for the captioned tender would be
liable for rejection in case any material misrepresentation is made or discovered at
any stage of the Bidding Process or thereafter during the contract period.

Dated thisDay of, 20.....

Name of the Applicant

.....

..... Signature of the Authorized

Person

.....

..... Name of the Authorised

Person

ANNEXURE III

Format for financial Bid

FINANCIAL BID

To,

Principal Secretary,
H.C., H.S. & F.W. Dept.,
Government of Sikkim,
Gangtok.

Subject: Financial Bid.

Sir,

My rates for the “Setting up Facilitation Center for Managing Su Swastha Yojna for Health and Family Welfare Department, Government of Sikkim” are as under:

Sl. No.	Particulars	Offered Rate per annum (Rs.)	Taxes in %	Amount in words
1	Setting up Facilitation Center for Managing Su Swastha Yojna for Health and Family Welfare Department, Government of Sikkim. (The cost inclusive of Capex and Opex)			

Thanking you,

Signature of the Tenderer
Name in capital letters with Designation

Seal:

ANNEXURE IV

BANK GUARANTEE FORM

To,

The Principle Secretary
Health & F.W. Department,
Tadong, Convoy Ground.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Tender /Contract no _____ dated _____ (herein after called "the contract") to supply H & FW Department with _____ .

AND WHEREAS it has been stipulated by you in the said contract that the supplier 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 the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total amount 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 bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We 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 bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of Principle Secretary, Health & Family Welfare department.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

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

.....
Name and designation of the officer

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

ANNEXURE V

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We..... (name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt.....(name and address) who is presently employed with us and holding the position of As our attorney, to act and sign on my/our behalf to participate in the tender no..... for
.....

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the__ day of 201__

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: