



**GOVERNMENT OF SIKKIM
HEALTH CARE, HUMAN SERVICES AND FAMILY WELFARE DEPARTMENT**

NON TRANSFERABLE

**TENDER DOCUMENT FOR THE SUPPLY OF CLEANING MACHINES AND
EQUIPMENTS FOR NEW MULTISPECIALTY HOSPITAL AT SOCHAKGANG,
GANGTOK.**

TENDER DOCUMENT NO:

SUBMITTED BY:

M/S

ADDRESS

PHONE

EMAIL



**HEALTH CARE, HUMAN SERVICES AND FAMILY WELFARE DEPARTMENT
GOVERNMENT OF SIKKIM
GANGTOK.**

TENDER NOTICE

The H.C., H.S. & F.W. Department, Government of Sikkim invites Tender (Technical and Financial bids) from registered firm (Manufacturers/ authorized dealers/Indian subsidiaries/direct importers) for the “**Supply of Cleaning Machines and Equipments for New Multispecialty Hospital at Sochakgang, Gangtok**”.

Date of sale of Proposal Documents	07/12/2018 to 21/12/2018, during 1100 Hrs to 1500 Hrs (IST)
Cost of Proposal Documents	Rs. 5,000.00 payable vide Demand Draft from any Nationalized Bank payable at Gangtok, Sikkim, in favour of Director Accounts, HC, HS & FW Deptt. Govt. of Sikkim.
Pre-Bid Meeting	Date: 17/12/2018, 1200 Hrs (IST)
Closing Date and Time for receipt of Bids	Date: 24/12/2018, 1300 Hrs (IST)
Time and Date for Opening of Bids	Technical Bid: 24/12/2018, 1400 Hrs (IST)
Venue for pre-bid meeting, sale and submission of documents	Office of the Superintending Engineer (Mech.), Health Care, Human Service & Family Welfare Department, Health Annexe Building, Tadong, East Sikkim.
Earnest Money Deposit (EMD)	Rs. 1,25,000.00 in the form of TDR from State Bank of Sikkim or FDR from any Nationalized bank, payable at Gangtok, Sikkim in favour of Superintending Engineer (Mech.), HC, HS & 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.

Superintending Engineer (Mech.)
HC, HS & FW Deptt.
Govt. of Sikkim

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SECTION I
INTRODUCTION

With the aim of strengthening the tender process, make it more effective and transparent, Health care, Human services & Family welfare dept. has initiated tender for “Supply of Cleaning machines and equipments for New Multispecialty Hospital at Sochakgang, Gangtok”.

The tender is based on Two Bid System (The **Technical Bid and the Financial Bid**). The Technical Bid requires all bidders (Manufacturers and Distributors) 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 establish the best competitive rates.

SECTION II
SCOPE & DESCRIPTION OF CONTRACT

General Definitions

Government means Government of Sikkim, represented by the Secretary to HealthCare, Human Service & Family Welfare Department.

Procurement Committee is a Committee of the officials authorised to decide on the purchase of the drugs and equipments procured by the Central Health Stores Organization.

Tender Inviting Authority is the Superintending Engineer (Mech.), who on behalf of the User Institution/Government or the funding agencies calls and finalizes tenders and ensure supply, installation and after sales service of the equipments procured under this tender document.

User Institutions are the departments, health care institutions, Local self Government Institutions etc under the Government of Sikkim for which the equipments under this tender is procured.

Funding agencies are usually departments like HC, HS & F W Department, Departments of Ayurveda, Homeo, and Missions/organizations like National Health Mission (NHM), Institute of Family Health & Welfare, registered societies etc funded by the Government of Sikkim, Government of India, UN organizations, World Bank etc that provide funds for the procurement of drugs and equipments on behalf of whom the tender is invited by the Tender Inviting Authority.

Blacklisting/Debarring – the event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority/User Institution, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

Scope

The tenders are invited for the “**Supply of Cleaning Machines and Equipments for New Multispecialty Hospital at Sochakgang, Gangtok**”, the details of which are mentioned in **Section IV**.

Running contract: This tender is a “Running contract” for a period of 1 (one) years. The tenderers are expected to quote their best rates for the equipment.

The tenderer can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Award of Contract or entering into agreement with HC, HS & FW Department or without giving a one month prior notice.

SECTION III

TENDER SCHEDULE

3.1. Tender Details

1	Tender No.	008/SHMS/HCHS&FW/2018-19
2	Cost of Tender Document	Rs. 5,000/-
3	Estimated Tender Value	Rs. 50,00,000/-
4	Earnest Money Deposit	Rs. 1,25,000/-
5	Performance Security	5% of the Total Order Value or Retention of EMD
6	Validity of Performance Security	Up-to 60 days after the date of completion of the contractual obligations

3.2. Important dates:

SI No	Critical Dates	Dates & Time
1	Date of Publication of Bid	04 th December 2018
2	Date of Sale of Documents	07/12/2018 to 21/12/2018, during 1100 Hrs to 1500 Hrs (IST)
3	Pre Bid Meeting	17/12/2018, 1200 Hrs (IST)
4	Bid Submission Start Date	18/12/2018, during 1100 Hrs to 1500 Hrs (IST)
5	Bid Submission End Date	24/12/2018, 1300 Hrs (IST)
6	Bid Opening Date	Technical Bid: 24/12/2018, 1400 Hrs (IST)
7	Venue for pre bid meeting, sale and submission of bids	Office of the Superintending Engineer (Mech.), Health Care, Human Service & Family Welfare Department, Health Annexe Building, Tadong, East Sikkim.

SECTION IV
DETAILS OF EQUIPMENTS TENDERED

4.1 Technical Specifications:

The detailed technical specifications and other quality parameters of the above equipment are contained in *Annexure I*. All products should be BIS/European CE/FDA/US FDA approved. All quoted products should conform to the requirement of relevant national/international quality certifications.

SECTION V
SPECIFIC CONDITIONS OF CONTRACT

Sl. No	Activity	Time Limit
5.1.1.	Delivery, Installation & Commissioning period	15 days from the date of issuance of Supply Order
5.1.2.	Standard Warranty Period	1 years (from the date of commissioning)
5.1.3.	Extended Warranty Period	3 years
5.1.4.	Submission of Performance Security and entering into contract	10 days from the date of issuance of Letter of Intent/ supply order
5.1.5.	Maximum time to attend any Repair call	Within 48 hours
5.1.6.	Uptime in a year	95%

SECTION VI

GUIDELINES FOR PREPARATION OF TENDER

- i. The Tenderer shall bear all costs associated with the preparation and submission of its bid and HC, HS & 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 Superintending Engineer (Mech.), Annex building, Convoy ground Tadong, Gangtok.
- x. On line payment of Tender document cost and the EMD is not accepted.

SECTION VII

TENDER DETAILS

7.1 COST & DEPOSIT OF TENDER FEE: Tender documents must be obtained from the office of the Superintending Engineer (Mechanical), Annex building, Convoy ground, Tadong. The cost of tender documents amounting to Rs. 5,000/- (Five thousand) only, which is non-refundable, in the form of Demand Draft issued by any Nationalized Bank favoring Director Accounts, HC, HS & FW Deptt. Govt. of Sikkim, payable in Gangtok and must be submitted in person to Superintending Engineer (Mechanical).

7.2 EARNEST MONEY: The **Earnest Money Deposit @ 2.5% 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 **Superintending Engineer (Mech.), HC, HS & 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:

7.2.1 Any tender not accompanying Earnest Money Deposit shall not be accepted and will be rejected.

7.2.2 No interest money shall be paid for the earnest money retained by the department till the finalization of the tender.

7.2.3 If the EMD amount is not @ 2.5% of the Tendered Value, the tender (Financial bid) will not be accepted.

7.2.4 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) @ 5% of the total Contract value or retention of TDR on request.

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.

7.3 DEADLINE FOR SUBMISSION OF TENDER

7.3.1 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.

7.3.2 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.

7.4 MODIFICATION AND WITHDRAWAL OF BIDS

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

7.5 PERIOD OF VALIDITY OF TENDER

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

7.5.2 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.

7.5.3 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.

7.6 ACCEPTANCE / REJECTION OF TENDERS:

7.6.1 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.

7.6.2 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.

7.7 PRE-BID MEETING

7.7.1 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.

7.7.2 Date of pre-bid meeting is mentioned in *Section III*.

7.7.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.

7.7.4 It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.

7.7.5 Failure to attend the Pre-tender meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.

7.8 AMENDMENT OF TENDER DOCUMENTS:

7.8.1 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.

7.8.2 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.

7.9 OPENING OF TENDER

7.9.1 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.

7.9.2 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.

7.9.3 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.

7.9.4 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.

7.9.5 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.

7.10 EVALUATION OF BIDS

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

7.10.2 The Tender Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.

7.10.3 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.

7.10.4 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.

7.11 TECHNICAL BID

Tenderer should furnish the following documents in the Technical Bid

7.11.1 Authorization Letter.

Letter of Authorization (as per *Annexure III*) from the Original Equipment Manufacturer (OEM) should be submitted stating that the OEM would support the maintenance during the warrantee/guarantee/CMC/AMC and further to the department after the end of the warrantee/guarantee/CMC/AMC.

7.11.2 Valid Annual Turn Over statement.

The bidder (Manufacturers/Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit the latest copy of **Valid Annual Turnover Statement of either the bidder or the manufacturer** verified by Chartered Accountant, showing the annual turnover of Rs. 1 crore for the last three completed financial years.

7.11.3 Valid GST Certificate.

The Bidder (Manufacturers/Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit latest copy of **Valid GST Certificate** along with latest **Tax Clearance Certificate**.

7.11.4 Valid Non Conviction Certificate

The Bidder (Manufacturers/Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) 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 IV*)

7.11.5 Valid Trade License

The Bidder (Manufacturers/ Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit their latest copy of the registered **Valid Trade License**.

7.11.6 Tender Cost and EMD

The bidders (Manufacturers/Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit a Tender document Cost and EMD with the Bid.

7.11.7 Comparative statement of the technical specifications and compliance with the suppliers offered model.

The Bidder (Manufacturers/Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit the Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications as per *Annexure V*.

7.11.8 ISO/CE Certificate.

Products should be ISO/BIS/European CE/FDA/US FDA Certified.

7.11.9 Power of Attorney.

The Bidder (Manufacturers/ Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit valid power of attorney as per the format at *Annexure XI*.

7.11.10 Declaration Form

The Bidder (Manufacturers/Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers) should submit the duly signed copy of the Declaration form as per *Annexure II* 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 VI* 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 “*Supply of Cleaning Machines and Equipments for New Multispecialty Hospital at Sochakgang, Gangtok*”.
- 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:

Superintending Engineer (Mech.),
Health Care, Human Service & Family Welfare Department,
Health Annex Building,
Tadong, 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.

7.12 PHYSICAL DEMONSTRATION, SAMPLING

7.12.1 Before the opening of the Financial Bid, immediately after the opening of Technical bid, the tenderer shall arrange for demonstration of offered items at Gangtok at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Tender Committee, whether the offered items meets the technical specification, accuracy and other quality parameters as indicated in Section IV, if required by the Tender Committee. The tenderer should be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.

7.12.2 If it is not possible for the successful tenderer to provide the model offered and conforming to the exact specifications as per section IV, then it shall be open to the tenderer to submit a model with similar specifications for the demonstration, if agreed by the Tender committee. The purpose of this exercise is to satisfy the Tender Inviting Authority about the ability of the tenderer to manufacture and supply those items of specified specifications of good quality. However, the successful tenderer have to satisfy that the Tender committee during the installation of the first piece of accessories at any location specified that it confirms to the requirements of the Section IV and failure to supply the equipments as per the requirements will lead to forfeiture of performance security and may also lead to blacklisting/debarring the tenderer for a period of 3/5 years.

7.12.3 If the equipments are huge in nature or if the equipment cannot be brought for demonstration, if agreed by Tender Committee, the demonstration / technical evaluation will be conducted by a procurement committee or the representative of the Tender committee at the nearest third party location where the successful tenderers have installed a same make/model of the equipment. In some cases the technical evaluation will also be on the basis of technical documents evaluation at the discretion of the Tender committee or by submission of Working Principle in Video format or in hard copy form of catalogue.

7.12.4 Failure to demonstrate the technical specification or performance of any of the items to the satisfaction of the Tender committee will lead to automatic rejection of the financial bid for that item.

7.12.5 The Tender committee /User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination if the goods are not as per the technical specifications demonstrated during Pre Delivery Inspection(PDI)

7.13 FINANCIAL BID

7.13.1 The bidder should quote the prices in the bidder's letter head as per *Annexure VI*. The Financial bids submitted in any other formats will be treated as non-responsive and will not be considered for tabulation and comparison.

7.13.2 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.

- 7.13.3** 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. In case the bidder has bid in more than one item, the financial bids of those items which do not technically qualify would not be considered.
- 7.13.4** Price Offered should be all inclusive and in Indian Rupees.
- 7.13.5** Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
- 7.13.6** 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/supply order on receipt of proper documents.
- 7.13.7** There shall also be no hidden costs.
- 7.13.8** Applicable taxes shall be quoted in this column.
- 7.13.9** L1 will be decided by adding Basic Rate plus the 3 year extended warranty. The basic price should include one year warranty of the equipment.

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 of the individual item qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening.
- 7.15.2** Variation of Quantities at the Time of Award of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease the quantity of goods and services without any change in the unit price and other terms & conditions quoted by the tenderer.

SECTION VIII

PERFORMANCE SECURITY

- 8.1** There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of notice for Award of Contract.
- 8.2** The Award of Contract should be duly signed and returned to the Tender Inviting

Authority accompanied by Performance Security Deposit in the form of FDR/ Bank Guarantee from any Nationalized Bank in India (in favour of Superintending Engineer (Mech.) HC, HS & FW dept.) (As per *Annexure VII*) in the prescribed format. The performance security shall remain valid for a period which is 6 months beyond the date of expiry of the contract.

- 8.3 Upon receipt of duly signed Award of Contract and the Performance Security Deposit, the Tender Inviting Authority shall issue the Orders containing the terms and conditions for the execution of the order after the signing of contract.
- 8.4 Failure of the successful tenderer in providing performance security or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.
- 8.5 In the event of any amendment issued to the contract, the successful tenderer shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 8.6 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful tenderer on completion of the successful tenderer's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

SECTION IX

SIGNING OF CONTRACT

- 9.1 The successful tenderer shall execute an agreement in the format as given under *Annexure VIII* for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
- 9.2 Promptly after notification of award, within ten days from the date of the Award of Contract, the successful tenderer shall submit two copies of the contract (as per agreement *Annexure VIII*) with a duplicate copy, both on Non Judicial Stamp Paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.
- 9.3 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.
- 9.4 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.
- 9.5 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.

SECTION X

DELIVERY AND INSTALLATION

- 10.1 The successful tenderer shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, Tender Inviting Authority shall deduct Liquidated Damages (LD) charges as per the tender conditions.
- 10.2 The successful tenderer will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.
- 10.3 If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the goods and performance of services, the successful tenderer shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.
- 10.4 The successful tenderer is required to deliver the equipments and install the equipments at the site within time specified under cl 5.1 from the date of issue of the "Supply Order" and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual "Installation Certificate" for each equipment. A proper detail of stock taking has to be obtained in the delivery challan from the respective User Institutions with signature and seal.
- 10.5 If the site is not ready for installation, the successful bidder shall obtain the details from the respective user institutes in "site readiness / consignment receipt form" as per *Annexure IX*. In case of delay in installation of equipment the successful bidder shall obtain acknowledgement of receipt of material in "site readiness / consignment receipt form" as per *Annexure IX*. In such case, the consignment receipt date will be taken for the calculation of LD.
- 10.6 A copy of the Delivery Challan shall be submitted to every User Institution to effecting stock entry at the respective location.
- 10.7 A sticker (as per *Annexure X*) showing the service details should be affixed on the equipment and its accessory units.
- 10.8 At least two digital photographs, one showing the sticker properly affixed on the equipment & accessories and the close up photograph of the sticker shall be submitted

along with the installation certificate before the release of the payment.

- 10.9 The installation report and one month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.
- 11.10 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful tenderer to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.

SECTION XI

PAYMENT

- 11.1 The payment of the price agreed will be made after successful installation of the equipment with its all necessary accessories at the user institution specified in the supply order, on submission of Installation Certificates, warranty certificates, indent with proper stock taking details, photographs (hard copy), calibration / quality assurance certificate / test certificate wherever required or any documentary proof requested by the authority.
- 11.2 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.
- 11.3 Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered.
- 11.4 The successful tenderer shall not claim any interest on payments under the contract.
- 11.5 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 XII

AFTER SALES SERVICE CONDITIONS

- 12.1 The department attaches paramount importance to the after sales service of the equipments installed to ensure smooth operation afterwards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost.
- 12.2 The after sales terms and conditions will be strictly enforced.
- 12.3 *Failure to provide satisfactory after sales services during or after the warranty period will lead to blacklisting/debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.*

SECTION XIII

GUARANTEE/WARRANTY TERMS

- 13.1 The successful tenderer has to warrant that the goods supplied under this contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 13.2 The successful tenderer further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful tenderer, that may develop under normal use of the supplied goods.
- 13.3 During this period, the successful tenderer shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of warranty.
- 13.4 The prospective tenderer, who are Authorized Dealers/representatives/Indian Subsidiaries/Direct Importers, shall submit an undertaking in the format **Annexure III** from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned.
- 13.5 The successful tenderer shall visit each User Institution as part of preventive maintenance during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.
- 13.6 Complaints should be attended properly, maximum within the time mentioned in Section V. In case, the repair/fault duration is likely to exceed the stipulated time, the successful tenderer shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment. List of such standby equipments are at Annexure XII.
- 13.7 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.
- 13.8 The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the warranty period.
- 13.9 The tenderer shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of warranty or on demand from the user institution and submit a "calibration certificate" to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.
- 13.10 The tenderer shall provide up-time warranty of complete equipment as mentioned, the

uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.

13.11 All software updates, if any required, should be provided free of cost during Warranty period.

SECTION XIV

TRAINING

14.1 The successful tenderers have to impart on-site training to Doctors/ Technicians/para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.

SECTION XV

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 XVI

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 XVII

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 XVIII

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 XIX

PENALTIES FOR NON-PERFORMANCE

The penalties to be imposed, at any stage, under this tender are;

- 19.1 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the tenderer.
- 19.2 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions:
- 19.3 Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.
- 19.4 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

SECTION XX

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 any or all of the goods or fails to perform any 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 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 20.3 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.

SECTION XXI

FALL CLAUSE

- 21.1 The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority / user institution and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**Superintending Engineer (Mech.)
Health Care, H. S. & F. W. Department
Government of Sikkim**

ANNEXURE I

TECHNICAL SPECIFICATIONS

1	<p>Auto Scrubber</p> <p>Battery operated walk behind scrubber with traction, that has easy guidance, excellent steering and high degree of maneuverability, Robust rotomoulded antibacterial tanks, brush exchange at the press of a button, excellent view of the control panel, optimum view of the working area and protruding brush head, easy cleaning of aisles & corners.</p> <p style="margin-left: 40px;">Scrubbing width minimum - 500 (Brush Dia) mm</p> <p style="margin-left: 40px;">Brush Pressure - 20 kg</p> <p style="margin-left: 40px;">Productivity rate - 1750 sqm/hr and above</p> <p style="margin-left: 40px;">Solution tank - 33 ltr- Minimum</p> <p style="margin-left: 40px;">Recovery tank - 40</p> <p style="margin-left: 40px;">Brush speed - 240/140 rpm</p> <p style="margin-left: 40px;">Battery - 24/100 V/AH with charger</p>
2	<p>Ride-on Auto Scrubber Dryer</p> <p>Battery Operated Ride On Scrubber Drier having Running Hours from 3 to more than 5 hours, Soft touch control panel, Large Tanks for uninterrupted cleaning performance, In built fault diagnosis system, reverse alarm and with Large Anti-Skid Wheels</p> <p style="margin-left: 40px;">Working width - 560mm(at least)</p> <p style="margin-left: 40px;">Brushes Ø (No.) - 560mm (1)</p> <p style="margin-left: 40px;">Brushes Pressure - 30 kg(Minimum)</p> <p style="margin-left: 40px;">Brushes rpm - 140rpm</p> <p style="margin-left: 40px;">Squeegee width - 705/800 mm</p> <p style="margin-left: 40px;">Solution tank - 65 ltr (Minimum)</p> <p style="margin-left: 40px;">Recovery tank - 75 Ltr</p> <p style="margin-left: 40px;">Productivity @max fwd speed - 3000 m²/h</p> <p style="margin-left: 40px;">Forward Speed - 0-5 (km/H)</p> <p style="margin-left: 40px;">Batteries - 24/100 V/AH with charger</p>
3	<p>High Pressure Jet</p> <p>For Packing and outlet area</p> <p style="margin-left: 40px;">Pressure - 150 bar</p> <p style="margin-left: 40px;">RPM - 2800</p> <p style="margin-left: 40px;">Water Flow - 600 Ltr/hr</p> <p style="margin-left: 40px;">Detergent Tank - 4 ltr minimum</p>
4	<p>Stream Cleaner</p> <p>Powerful, variable steam for good cleaning results, Faster, 5 minutes heat up time with light indicator.</p> <p style="margin-left: 40px;">Boiler Capacity - 0.7 ltr -1 ltr</p> <p style="margin-left: 40px;">Boiler pressure - 6 Bar</p> <p style="margin-left: 40px;">Steam Temperature - 158 °C Water</p> <p style="margin-left: 40px;">Tank Capacity - 2 ltr</p> <p style="margin-left: 40px;">Cable Length - 5 Mtr</p>

5	Small Battery operated Scrubber															
	Heavy Duty Single Disc machine for Scrubbing, Polishing, Stripping & Shampooing with heavy Duty motor for high performance & efficiency. Variety of brushes & pads to suit different types of cleaning tasks. Safety Switch to prevent accidental start of the machine.															
	<table> <tr> <td>Brush Speed</td> <td>-</td> <td>300 rpm& above</td> </tr> <tr> <td>Brush Pressure</td> <td>-</td> <td>32-48 g/cm²</td> </tr> <tr> <td>Productivity rate</td> <td>-</td> <td>Min.200sqm/hr</td> </tr> <tr> <td>Diameter</td> <td>-</td> <td>150mm(minimum)</td> </tr> <tr> <td>Sound Pressure Level (dB)</td> <td>-</td> <td>55 maximum</td> </tr> </table>	Brush Speed	-	300 rpm& above	Brush Pressure	-	32-48 g/cm ²	Productivity rate	-	Min.200sqm/hr	Diameter	-	150mm(minimum)	Sound Pressure Level (dB)	-	55 maximum
Brush Speed	-	300 rpm& above														
Brush Pressure	-	32-48 g/cm ²														
Productivity rate	-	Min.200sqm/hr														
Diameter	-	150mm(minimum)														
Sound Pressure Level (dB)	-	55 maximum														
6	Wringer Trolley for Mopping															
	Reinforced wringer support bar Castors with fixing system, Rilsan coated metal body part, Minimum 20 L mopping bucket.															
7	Ladders															
	<p>Ladders should:</p> <ul style="list-style-type: none"> • Have strong points of high strength • Allow for easy assembly and non-rust finish • Provide for maintenance free usage • Come with outlasted aluminum and steel finish • Be Fluted, non-skid surface finish • Be Lightweight and highly durable aluminum construction finish • Have Anodized aluminum alloy frame • Have Presence of non-skid rubber feet and non-slip step • Be Easy to foldable and carry option • Have Closing height 5feet - Extension height 8 feet 															
8	Covered Refuse Trolleys															
	As per standards.															

ANNEXURE II

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...../2018 DATED for supply of

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

Signature of the Tenderer
Name in capital letters with Designation

ANNEXURE III

MANUFACTURER'S AUTHORISATION FORM

(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

The Superintending Engineer (Mech.)
HC, HS & FW Department,
Government of Sikkim.

Dear Sir,

Tender No. :
Equipment Name :

1. We (Name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period. Further, after the end of all contracts, i.e. warranty/guarantee/CMC/AMC, we undertake to supply all necessary services and spares to the department.
3. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)
for and on behalf of

Date:
Place:

M/s _____
(Name of manufacturer)

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

ANNEXURE IV

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 V

COMPARATIVE STATEMENT

Equipment Name:			
Offered:		OEM:	
Sl. No.	Description of Technical Specification as per Appendix I, Amendments if any	Compliance of the offered model with stipulated specification (Yes/No)	Remarks if any
1			
2			
3			
4			
5			

ANNEXURE VI

Format for financial Bid

FINANCIAL BID

To,
Superintending Engineer (Mech.),
H.C., H.S. & F.W. Dept.,
Government of Sikkim,
Gangtok.

Subject: Financial Bid.

Sir,

My rates for the “*Supply of Cleaning Machines and Equipments for New Multispecialty Hospital at Sochakgang, Gangtok*” are as under:

Sl. No.	Particulars	Qty.	Basic Rate per unit (Rs.)	3 years Extended Warranty (Rs.)	Taxes in %	Total Amount including Tax (Rs.) /per unit	Amount in words
1	Auto Scrubber	7					
2	Ride-on Auto Scrubber Dryer	3					
3	High Pressure Jet	8					
4	Stream Cleaner	8					
5	Small Battery operated Scrubber	8					
6	Wringer Trolley for Moping	40					
7	Ladders	9					
8	Covered Refuse Trolleys	30					

Thanking you,

Signature of the Tenderer
Name in capital letters with Designation

Seal:

ANNEXURE VII

BANK GUARANTEE FORM

To,

The Superintending Engineer (Mechanical)
Health care, H.S. & 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 HC, HS & FW Department with _____ (description of goods and supplies).

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 supplier, 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 supplier 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 supplier 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 supplier 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 Supplier(s).

We, _____(indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of Superintending Engineer (Mechanical), Health Care, Human Services & 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 VIII

AGREEMENT

THIS AGREEMENT made the Day of 20..... Between (Name and Address of **Purchaser**) represented by the Superintending Engineer (Hereinafter “the **Purchaser**”) of one part and (Name and Address of Supplier) (Hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited tenders for the supply of(brief description of goods and services vide tender nodatedThe supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the tender document. The **Purchaser** has finalized the tender in favour of the Supplier for the for the supply of the said goods and services for a total cost of Rs..... (Contract Price in Words and Figures) (herein after “the Contract Price”) and issued Letter of Intent/Supply Order No. Dated

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a. all the documents submitted by the tenderer as part of technical bid and price bid;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications and other quality parameters;
 - d. the clarifications and amendments issued / received as part of the tender document
 - e. the General Conditions of Contract;
 - f. the Specific Conditions of Contract; and
 - g. the **Purchaser**'s Letter of Intent
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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 by the Contract.

Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the **Purchaser**) in the presence of Signed, Sealed and Delivered by the said..... (For the Supplier) (Signature, Name, Designation and Address with Office seal) in the presence of.....

1. (Signature, Name and Address of witness)

2. (Signature, Name and Address of witness)

ANNEXURE IX

**SITE READINESS/CONSIGNMENT RECEIPT FORM
PURCHASE ORDER DETAILS**

WHETHER THE PURCHASE ORDER RECEIVED AT INSTITUTION	YES	NO
EQPT CODE/ NAME OF THE EQUIPMENT:	PURCHASE ORDER NO:	
MAKE/MANUFACTURER:	PURCHASE ORDER DATE:	
MODEL/CAT NO:	PURCHASE ORDER VALUE:	
LOCATION/ DEPARTMENT:	PROJECT NAME:	
EQUIPMENTS DETAILS		
WHWTHER EQUIPMENT DELIVERED AT INSTITUTION	YES	NO
DATE OF RECEIPT OF CONSIGNMENT		
NO. OF BOXES RECEIVED		
SITE READINESS DETAILS		
IS THE SITE READY FOR INSTALLATION	YES	NO
REASON IF THE SITE IS NOT READY /DETAILS OF SITE PREPARATION REQUIRED:		
PROBABLE DATE OF INSTALLATION		
SUPPLIERS CONTACT DETAILS		
NAME OF THE SUPPLIER/REPRESENTATIVES		
CONTACT NO		
SIGN AND SEAL OF THE FIRM		
INSTITUTION DETAILS		
NAME OF THE INSTITUTION		
NAME OF STORE INCHARGE WITH DATE AND SIGNATURE		
NAME OF END USER AND DEPARTMENT WITH DATE AND SIGNATURE		
NAME OF MEDICAL OFFICER/ SUPERINTENDENT WITH DATE, SIGNATURE AND SEAL		

SITE READINESS / CONFIRMATION FORM

DATE:			
HOSPITAL NAME:	SUPPLIER NAME:		
NAME OF THE EQUIPMENT:	PURCHASE ORDER NO:		
MAKE/MANUFACTURER:	PURCHASE ORDER DATE:		
MODEL NO:	PURCHASE VALUE:		
LOCATION/ DEPARTMENT:	PROJECT NAME:		
SITE DETAILS			
COMPLETION OF CIVIL WORKS			
AVAILABILITY OF DRS/PNDT			
DETAILS OF CIVIL WORKS TO BE DONE			
POWER REQUIREMENT IN KVA			
ELECTRIFICATION DONE IN THE PROPOSED SITE			
AVAILABILITY OF MAIN INPUT POWER CABLING IN THE PROPOSED SITE			
ENERGISATION OF REQUIRED POWER IN THE PROPOSED SITE			
DETAILS OF ELECTRICAL WORKS TO BE DONE			
AVAILABILITY OF TECHNICIAN			
AVAILABILITY OF WATER CONNECTION			
SITE READY	<table border="1"> <tr> <td align="center">YES</td> <td align="center">NO</td> </tr> </table>	YES	NO
YES	NO		
PROBABLE DATE OF SITE READINESS			
NAME OF THE SUPPLIER WITH SIGNATURE AND DATE			
NAME OF THE INSTITUTION WITH SIGNATURE AND DATE			

ANNEXURE X

STICKER

NAME OF THE EQUIPMENT	
MODEL NUMBER	
PLACE OF INSTALLATION	
DATE OF INSTALLATION	
NAME OF SUPPLIER	
HELPLINE NUMBER	
NAME OF SUPPLIER	

ANNEXURE XI

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 (Equipment Name).

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: _____

ANNEXURE XII

LIST OF STANDBY/BACKUP EQUIPMENTS

(Not required in this tender)