

**Department of Health & Family Welfare, Government of**

**(Insert name of the State)**

**NOTICE INVITING E-TENDER FOR TWO STAGE QUALITY CUM COST  
BASED SELECTION (QCBS) FOR PROVIDING HAEMODIALYSIS  
SERVICES UNDER PUBLIC PRIVATE PARTNERSHIP(PPP)**

**REQUEST FOR PROPOSAL**

**(Month) (Year)**

## CONTENTS

S.NO	TOPIC
1.	Notice Inviting Tenders
2.	Instructions For Online Bid Submission
3.	Scope Of Work
4.	Eligibility Criteria (Non-Negotiable)
5.	Evaluation Criteria for Technical & Financial Bid
6.	Terms And Conditions of The Contract
<b>APPENDIX</b>	
A	Location of Facility and Facility Wise Description of Services Required
B	Certificate From Dealer/Agency Supplying HD Machines
C	Assignment Of Similar Nature Successfully Completed
D	Particulars of the Bidder's Company
E	Financial Bid
F	Proforma For Bank Guarantee for Performance Security
G	Declaration By Bidder
H	Records For Procedure
I	Equipment List
J	Staff Requirements for Dialysis Unit
K	Hemodialysis Machine & Water Treatment Systems and Monitoring Protocols
L	Contract Format
M	Bid Security Declaration Form
N	Forwarding Letter for Technical Bid
O	Annual Turnover Statement
P	Crash Cart Medicines
Q	Performance Standards
R	Diagnostic Tests
S	Patient Health Record

**SECTION-I**

**NOTICE INVITING TENDERS (NIT)**

<Insert the name of the Procuring Authority (Department/Directorate/Agency/Institution)>

Address:.....

URL: [www.....](http://www.....)

Email:.....

Telephone Phone: .....

Tender Enquiry No. HFW/ / / Dated: / /

***NOTICE INVITING TENDERS***

1. <insert the designation and office of the tender inviting authority and the department/ agency>, invites online bids under Two Stage Bidding System 'Quality Cum Cost Based Selection' (QCBS) mode from established/reputed agencies based in India under Public-Private-Partnership (PPP) model, through E- tendering process for '**Selection of service provider for** supply of dialysis services as given in this document for the period from.....to.....

E-Tender Id. No.	Description	Estimated tender cost	EMD @ 2% (INR)

2. Bidders can download complete set of bidding document from e-procurement platform [<insert e-tender web portal address>](http://<insert e-tender web portal address>) The e-tender notice and tender documents is also available in our website: [<insert state e-tender portal address>](http://<insert state e-tender portal address>). Bidders have to submit the bids online by uploading all the required documents through [<insert e-Tender portal web address>](http://<insert e-Tender portal web address>) only. **Manual bids will not be accepted under any circumstances.**

Schedule of Events

Sl. No.	Description	Schedule
1	Date of download of tender document	
2	Last date for submission of queries/clarification for pre-bid meeting	
3	Pre-bid Meeting (Date, Time & Venue)	

4	Closing Date and Time of Receipt of Tender	
5	Time, Date and Venue of Opening of Technical Tender/ Bid	
6.	Date of Presentation before the technical committee	
7.	Time, Date and Venue of Opening of Financial Tender/ Bid	

3. Interested bidders may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be downloaded online with a processing fee, which is non-refundable fee <insert tender cost in Rs.> in the form of account payee crossed Demand Draft, drawn on a scheduled commercial bank in India, in favour of “<insert the designation and office of the tender inviting authority” payable at <insert the place>.
4. All prospective bidders may attend the Pre bid Meeting. The venue, date and time are indicated in the schedule of events as in Para 2 above.
5. Bidders shall ensure that their tenders, complete in all respects, are submitted online prior to the bid submission date and time indicated above, failing which the tenders will be treated as late tender and rejected.
6. The tender document fees deposit payment is to be made by Demand draft by Scheduled Commercial Bank and must reach the Tender authority on or before bid submission date or paid online through respective eProcurement website.
7. In the event of any of the above-mentioned dates being declared as a holiday/close day for the purchase organization, the tenders will be received/opened on the next working day at the appointed time.
8. All prospective bidders may refer to the ‘bidders manual kit’ and other instructions given in the Central Public Procurement Portal (eProcurement) for online submission of bids.
9. The Tender Enquiry Documents are non-transferable.
10. The Tender Inviting Authority < Name & Full Address> reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

(Name & Designation of the Tender Inviting Authority)

## **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document is provided to the Bidders, by the Tender Inviting Authority (on behalf of Department of Health & Family Welfare, .... State....) hereinafter referred to as "DFW", on terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder (s) with information/data to assist in the formulation of Proposals/Bids. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DFW to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should assure itself regarding the accuracy and completeness of the information in this RFP document for its own purpose, where deemed necessary obtain clarification from appropriate sources.

DFW, ...State name... makes no representation, or warranty, and shall incur no liability under any law, statutes, rules or regulations as to the accuracy or completeness of the RFP document.

DFW, .... State name....., reserves the absolute right to cancel or amend, in part or in full, any part of the RFP document.

The issue of this RFP does not imply that the DFW is bound to select a Bidder or, for the Dialysis services and the DFW 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 any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid.

Any subsequent notice regarding this tender shall be uploaded on the website only. Bidders are advised to check the website regularly at their convenience.

**Tender Inviting Authority <Name of the State>**

## **SECTION II**

### **Instructions for Online Bid Submission**

***(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)***

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to **register their valid Digital Signature Certificate** (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only **one valid DSC should be registered by a bidder**. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using

buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



## INSTRUCTIONS TO BIDDERS

### 1. **General Instructions**

- 1.1. The bidder should prepare and submit its offer online on the eprocure.gov.in portal as per instructions given in this section.
- 1.2. The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- 1.3. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- 1.4. The prices quoted shall be firm and shall include all applicable taxes and duties. This shall be quoted in the format as per attached **Appendix-E** only.
- 1.5. The tenders (technical and financial) shall be submitted (with a covering letter as per **Appendix-N**) online before the last date of submission. Late tenders / bids shall not be considered.
- 1.6. The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof.

### 2. **Inspection of site and equipment**

The interested bidder may inspect the locations mentioned as mentioned in **Appendix-A** during working hours, till the last date of sale of tender as given in the tender schedule. The <Insert designation of the tender inviting authority> shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s). The bidder should especially check space availability for a minimum of 05 haemodialysis machines, electricity & water supply and should report the shortcomings to the Authority.

### 3. **Bid Security**

- 3.1. Bidders have to submit "Bid Security Declaration Form" (as per **Appendix – M**) to the effect that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be suspended for a period of two years from being eligible to submit bids/proposals for contract with the Tender Inviting Authority (TIA).
- 3.2. Micro and Small enterprises registered with NSIC under a single point vender registration scheme, shall be facilitated by providing tender sets free of cost, exempting from payment of Earnest Money Deposit during purchases by all Government Department and state-owned PSUs. (As per FD 850 EXP-12/2015 dated: 29/12/2015).
- 3.3. **Indemnity Clause:** The Department of Health & Family Welfare Services will not be liable for payment of any damages or claims arising out of any omission/commission for the services provided by the service provider. The service provider will be solely responsible for settlement of all damages and claims arising out of the service provision under this contract. The service provider will be responsible for any legal expenses arising out of the claims/ legal disputes arising out of the service provision under this contract. The service provider shall indemnify the tenderer/Authority for any of such acts committed thereon.

### 4. **Preparation of Tender**

#### **Brief Description of Bidding Process:**

- 4.1. The tender is to be submitted electronically on e-procurement portal.
- 4.2. The tenders / bids are to be submitted on-line in two bid system in the e-tender portal. Bidders have to submit technical bid and price bid in electronic format only on ([www.eprocure.gov.in](http://www.eprocure.gov.in)) website till the last date and time for submission.
- 4.3. Technical and Price bid in physical format shall not be accepted in any case.

- 4.4. **PART-I entitled as TECHNICAL BID.** The technical bid (all requisite documents mentioned in the bid document) shall be submitted in the e-tender portal. The technical bid shall contain the complete technical specification, details on competency and financial stability of the bidder, delivery and after sales conditions.
- 4.5. **PART II titled as PRICE BID (BOQ)** has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 4.6. Bidders who wish to participate in the e-tendering will have to procure valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. consultancy services. Details can be obtained from the e-tender portal itself.
- 4.7. The bidder shall enroll and register in the e-tender portal. The bidder shall issue DSC to only the responsible person who is authorized to submit online bids.
- 4.8. The bids should be in conformity with the general guidelines for E-Procurement under Central Public Procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)).
- 4.9. Documents Comprising Preparation and Submission of Bids should be submitted as per the RFP on e-procurement portal.
- 4.10. The Authority shall not be held responsible for the failure on part of the Bidder to furnish all or any of the documents as part of its Bid through E-Procurement Website or for rejection of Bids by E- Procurement for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.
- 4.11. The Bidders would need to submit all the documents as per eligibility criteria and evaluation criteria for technical bid.

**Technical bid shall include the following:**

- a. Appendix-B: Certificate from Dealer/Agency supplying HD Machines
- b. Appendix-C: Assignment of similar nature successfully completed in the last 03 Years
- c. Appendix-D: Particulars of the Bidder including Certificate of Registration GST, EPF, ESI, PAN no. etc.
- d. Appendix-F: Pro Forma for Bank Guarantee (Undertaking regarding furnishing Performance Security in case of award of contract).
- e. Appendix- G: Declaration by the bidder (have not been de - recognised/blacklisted by any Govt/private health institutions/State Govt/Govt of India) and will keep the price valid for one year from the date of approval.
- f. Appendix-M: Bid Security Declaration
- g. Appendix-N: Forwarding letter along with original tender document duly stamped and signed in each page.
- h. Appendix-O: Annual Turnover Statement for last 03 FYs (Audited Account Statements & Copy of income tax returns for past 03 FYs).
- i. Certificate of Satisfactory completion of providing dialysis services duly signed by State Health Authority or Director of State owned/autonomous/private & reputed healthcare institution.
- j. Details of qualified manpower available/engaged by the firm (Nephrologist, Medical Officer, Staff Nurse & Dialysis Technicians). Self-certified dossier supported with Form-16 & payslip as evidence.
- k. Certificate for Quality Management System (ISO/NABH/NQAS) having a validity period for minimum 06 months from the date of uploading of tender.
- l. Certificate from NABL accredited lab for water testing undertaken for the past 06 months for all facilities.
- m. Annual Clinical Audit Report undertaken for a period of 02 Years in the recent past.
- n. Certificate of competency of human resources in providing Basic Life Support (BLS)

- o. Copy of Standard Operating Procedures (SOP) for Infection, Prevention & Control including monitoring mechanism
  - p. Experience in maintaining IT database for patient clinical database and publication in reputed journal in last 03 years
- 4.12. Financial Bid shall be the cost per Haemodialysis session in Indian Rupees. The prices shall be firm and inclusive of all taxes and duties presently in force.
- 4.13. The **price quoted should be for per haemodialysis session per person** and other associated expenses like infrastructure, HR (trained & qualified Nephrologist, Medical Officer, Staff Nurse, dialysis technicians) supportive infrastructure (HD machines, RO Plant, bed & furniture, air-conditioner, IT desktop/Laptop, biometric device, printer, dedicated broadband (Wi-Fi) connection etc), dialyzer reprocessing unit, with all other consumables etc. as required for operating dialysis unit. Break-up details of the session cost shall be provided at the time of signing the contract.
- 4.14. The Bids submitted shall be valid for a period of not less than 90 (Ninety) days from the date of opening the tender. Earnest Money Deposit (EMD) should be valid for 45 days beyond final bid validity period.
- 4.15. Annual review of performance and observance of terms & conditions shall be carried out by the State level committee along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- 4.16. Annual objective assessment would be undertaken (**Annual audit**) and verified by the State Health Authority based on the defined performance standards. Extension can be granted to the service provider obtaining annual audit score of 80% & more. (State can determine the modality and fix KPIs to its local context for assessment).
- 4.17. Service Provider shall ensure best quality of service and compliance to protocols. Service provider should submit an annual yearly report of clinical audit done by a third party as nominated by the authority. Service provider to provide the Kt/v and standardized Kt/V report for each patient to the committee (pre & post dialysis reports).

## 5. Tender Validity Period and renewal of contract

The contract shall remain valid for initial 5 years, thereafter extendable for another term of 5 years on the same terms & conditions, subject to qualifying the minimum defined annual audit scores and satisfactory performance. The prices quoted shall remain valid for the duration of the contract period with maximum 3% escalation annually.

## 6. Opening of Tenders:

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

## 7. Evaluation of Tender

7.1 **Quality and Cost Based Selection (QCBS) method** of Bid Evaluation would be adopted to select the most competent bidder with the best value solution offering. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Details on the evaluation methodology and illustration is explained in the Section V-Evaluation criteria for technical & financial bid.

7.2 The bidder should meet the qualifying requirement as well as non-negotiable eligibility criteria as mentioned in Section-IV of the NIT (Notice Inviting Tender). Tenders not meeting the Qualifying and eligibility criteria shall be summarily rejected. Tenders of those bidders, which

are found to be meeting the minimum qualifying score (60 marks) in technical bid shall be taken up for detailed evaluation.

7.3 The bidder shall submit documentary evidence in support of the all-qualification criteria. Tenders with all information and supporting documents by way of copies of work orders, Annual Turnover statement, latest Income Tax Acknowledgement will be considered.

7.4 If during technical evaluation of bids/proposals or post award of contract, any misrepresentations found with respect to the stated eligibility (non-negotiable) criteria and falsifying documentary evidence, the tender inviting authority can impose penalties as deemed suitable including disqualification/blacklisting/cancellation of contract of the bidder after giving show cause notice to the bidder. A minimum period of 30 days shall be available to the bidder for submitting the reply to the show-cause letter. Two such show cause notices issued by the TIA without receiving any reply from the bidder will automatically lead to termination of the contract.

## **8. Scrutiny of Tenders**

- 8.1. The tenders will be scrutinized by the selection committee appointed by the Authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the Bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents.
- 8.2. The Bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored.
- 8.3. The decision of the Authority as to whether the Bidder is eligible and qualified or not and whether the Bid is responsive or not shall be final and binding on the Bidders.
- 8.4. The technical bids will be scrutinized to determine whether they are complete as per the pre-qualification criteria of tender document.
- 8.5. Financial Bids of only those Bidders whose Technical Bid is qualifying, will be considered and opened in the following order in the presence of the Bidder's representatives who choose to attend. The Bidder's representatives who are present shall be required to sign and record their attendance.
- 8.6. The Bidders shall quote for the complete scope of work in accordance with this RFP. Bidders shall submit the financial bid in the slot provided in the e-procurement website.
- 8.7. The financial bid shall include all the costs and expenses that the Service Provider would incur in the performance of its obligations set out under the draft Contract. The price per haemodialysis session shall be submitted in the financial bid format set out as **Appendix-E**.
- 8.8. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by Authority as follows:
- 8.9. The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors, with the concurrence of the Bidder and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid Security may be forfeited.
- 8.10. Authority may in its sole discretion reject any Financial Bid if any of the following conditions outlined below are true.
  - i. Incomplete Financial Bid is submitted by the Bidder.
  - ii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

## **9. Evaluation of Financial Bid**

- 9.1. The evaluation criteria for the financial proposal shall be worked out by the technical committee as explained in Section-V.
- 9.2. For evaluation of the Financial Bid, the **cost per haemodialysis session** (inclusive of applicable taxes in force) indicated in the 'Financial Bid' shall be considered.

## **10. Bid Clarification**

- 10.1. The Authority may, at its discretion, seek clarification anytime during the tender process from the Bidders seeking response by a specified date. If no response is received by this date, the Authority shall evaluate the offer as per available information and award marks accordingly. The decision of the authority shall be final and binding on the bidders.
- 10.2. On completion of the tender process, **a MoU/ Contract will be signed by both parties as per the Contract Format (Appendix 'L')**.

### **11. Pre-Bid Meeting**

A pre-bid conference will be held at \_\_\_\_\_(Insert Place) \_\_\_\_\_(Date and Time). Proposals accepted as per the Eligibility criteria (non-negotiable) will be eligible to participate in the tender process. List of such eligible bidders will be uploaded in the e-Procurement portal.

- a. Clarifications may be requested up to one day prior to the Pre-Proposal Conference, up to 17:30 Hours. All requests for clarifications should be uploaded in the e- Procurement Portal. The Client shall issue Addendum / Corrigendum in the e-Procurement Portal for such requests.
- b. Any modifications to the RFP and / or extension of time for submission of RFP shall be through an Addendum / Corrigendum, and it shall be uploaded in the e-Procurement Portal, which shall be binding on all the Service Providers who intend to submit their Proposals.

## SECTION-III

### SCOPE OF WORK

The Service Provider shall be responsible for operationalization of Dialysis facility at district/ sub-district hospital/Community Health Centre. This could be achieved by a mix of any of the following across several districts in the state:

- The service provider is allotted a space (@ 100-110 sq. ft. per machine) by the authority and the service provider shall make complete arrangements to make the dialysis facility operational (should factor all required infrastructure, HR (trained Nephrologists, Medical officers, Staff Nurses and dialysis technicians), supportive infrastructure, dialyzer and all other consumables etc., operational and maintenance cost for the project including consumables and facility for paediatric patients.
- The nursing station should be in an area that allows adequate surveillance of patients on hemodialysis machines. The facilities such as observation rooms, recovery rooms, isolation rooms, dialyzer re-processing unit & dialyzer storage room, RO plant etc should be provisioned.
- A minimum of 5 Dialysis machines with one machine dedicated for infective cases (Hepatitis B, Hepatitis C, HIV etc) is recommended.
- Service Provider shall generate ABHA IDs for all patients and update the dialysis session details on PMNDP portal. Service provider shall provide ABHA ID card with QR code to every new patient registered at the facility. IT hardware (desktop/laptop) with printer, barcode scanner, biometric device (UIDAI approved) and stable internet connection will be procured by the service provider for access to the PMNDP portal and maintaining electronic medical records for monitoring of service delivery. The service provider shall maintain the Record of procedures as per **Appendix-'H'** and will show it to government official on demand.
- SMS based appointment system for all patients enrolled for services. The obligations of the service provider/firm under this service contract shall include all service activities and commitments.
- The Service Provider shall not be entitled to levy any charge on the patients. The services shall be provided FREE OF COST to all patients referred by district/sub-district/CHC hospitals.
- The minimum requisite equipment and staffing norms for provisioning of Hemodialysis services by the service provider is placed as **Appendix- 'I' & 'J'** respectively.
- The essential requirement with regard to Hemodialysis machine, Water Treatment System and Monitoring protocols is placed as **Appendix 'K'**. It is important that service provider checks the quality of HD machines deployed in the dialysis unit and maintain water standards meticulously to prevent any outbreak of infection.
- Ownership status of all movable assets (Including Dialysis machines) created from the investments made by the Service Provider including the database related to patients clinical status shall remain with the Authority on termination/expiry of contract period.
- The Service Provider shall be responsible for operationalization and maintenance of Haemodialysis machines at the designated hospitals.
- The Service provider shall be obligated to provide 24X7(round the clock) dialysis services, if required to meet the workload ensuring that no patient has a wait time of more than 12 hours from the scheduled dialysis session.
- The decision to refer a patient for dialysis in District/SDH/CHC should originate from a qualified Nephrologist/treating physician trained in Nephrology (where qualified nephrologist is not available) in a government hospital. In all cases, the diagnostic tests as

per **Appendix-R** should be conducted under the free diagnostic services initiative program at co-located hospital or government's own laboratory.

- Further, the service provider shall undertake viral marker (HIV/HBsAg/HCV) testing with the ELISA kit for all dialysis patients once in 03 month and record machine logs for annual clinical audit analysis.
- Service provider shall provide details of the machines, sessions, patient details as per PMNDP dashboard and use **biometrics facility** for start and stop of dialysis session to ensure dialysis adequacy as per the machine kt/V parameters. **The biometric facility should also be used to register patients where the information on Aadhar is not available. Patients should be encouraged to obtain their Aadhar card from the nearest service centre.**
- For performance standards please refer - **Appendix – Q**.
- The obligations of the Service Provider/firm under this service contract shall include all service activities and commitments. The Service Provider shall not be entitled to levy any charge on the patients and shall not make any referrals to private hospitals/labs. The services shall be provided in-house and be completely cashless to all patients.
- The service provider should comply with the National Quality Assurance Standards (NQAS) for haemodialysis unit. Refer Checklist-20 (Haemodialysis), Page No-129 [https://qps.nhsrindia.org/sites/default/files/2024-02/VOLUME-3\\_final-for-web.pdf](https://qps.nhsrindia.org/sites/default/files/2024-02/VOLUME-3_final-for-web.pdf)

## SECTION-IV

### ELIGIBILITY CRITERIA (NON-NEGOTIABLE)

The Bidder shall be a sole provider or a group of providers (maximum 2) coming together as Consortium to implement the Project, represented by a lead partner. The bidder cannot be an individual or group of individuals. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form in the state. In support of this, the bidder's letter shall be submitted as per proforma in Appendix 'B'. The bidder and the consortium partners (if applicable) should be registered under the Companies Registration Act 1956 of any State in India.

The Bidder shall have a **minimum of three years of experience** in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders).

The bidder should have operated & managed dialysis facilities for the past three years with a workforce of dialysis technicians/nurse trained in dialysis and a trained service engineer for upkeep of the HD machines. An undertaking to this effect to be submitted and uploaded along with Appendix "C"

The above experience could be demonstrated by the single bidder or the lead member of the consortium.

The Bidders are not presently blacklisted/ Debarred by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations as on bid submission date and shall declare the same in **Appendix "G"**

The sole bidder or the consortium partners submitting the Proposal should upload audited Balance Sheet / Profit & Loss Statement and audit report for the last 3 Financial Years certified by a Chartered Accountant with his / her name, signature, registration number, contact phone number and address.

The sole bidder or the consortium partners submitting the proposal should have valid PAN and have filed their IT Returns for the last 3 Financial Years. Copies of ITR returns should be submitted in the proposal along with the ESI, EPF & GST registration details.

The bidder or the lead partner of the consortium (Limited to maximum of 2 partners) submitting the proposal should upload a certificate for having registered with the Labour Department in concerned state or country.

The principal bidder/lead partner shall be legally responsible and shall represent all consortium members, if any, in all legal matters.



No	Eligibility Criteria (Non-Negotiable)
1	The bidder shall have a minimum of 03 years past work experience in carrying out dialysis services in the public or private sector. This is a mandatory pre-qualification condition.
2	The bidder should provide a minimum of 05 Haemodialysis machines (04 Seronegative and 01 seropositive HD machine) in a facility and have the capacity of undertaking 03 cycles per day per machine for 06 working days in a week. The breakdown of machine will be repaired within 72 hours and replaced by standby machine till such period of downtime.
3	The minimum average annual turnover in the preceding 03 financial years should be INR10 Cr. The lead bidder in a consortium should have a total annual turnover of more than 50 % in the past 03 FYs. A turnover certificate as per the <b>Appendix-O</b> duly certified by the Chartered Accountant should be submitted.
4	Certificate of satisfactory completion of providing dialysis services from minimum 05 facilities for past 02 years duly signed by State health authority/tender inviting agency/Director of reputed private healthcare facility is required to be submitted.
5	<b>HR Requirement</b> - The total number of qualified dialysis technicians should be 01 per 03 HD machines per shift, (Beyond 06 bed 1 DT per 04 HD machines), one medical officer (MBBS) and one staff nurse per facility and minimum 01 Nephrologist for 10 Dialysis Facility on consultancy basis. Bidder should certify the details of the qualified manpower available with the firm and the capacity to man the proposed dialysis facility in <b>Appendix D</b> . The minimum number of dialysis technicians available with the firm should not be less than 75% of the required HD machines as per the tender document.
6.	The bidder should provide certificate for Quality Management System (ISO/NABH/NQAS) having a validity period for minimum 06 months from the date of uploading of tender.
7.	The bidder should provide certificate for the water treatment system installed at the facility under his operation as per AAMI standards in the previous contract period and provide certificate from independent NABL accredited lab for the chemical, microbiological purity and endotoxin level tests undertaken in the past 06 months for all dialysis facilities in operation.
8.	The bidder should provide the annual clinical audit report undertaken for the patients availing hemodialysis services as regard to their incidence of hospital acquired infection (AVF infection), number of patients dropout with reason, Patient Survivability data, number of patients undergone transplant, vaccination status of staff and patients, prognostic clinical parameter (Hb (monthly), Complete LFT & KFT (quarterly), iPTH (06 Month), serum iron studies (06 month), vitamin D (06 month), standardized kt/V report) for minimum past 02 years.
9.	The bidder should submit a certificate of competency in providing Basic Life Support (BLS) including refresher training for the human resources (dialysis technicians, Medical Officers & Staff Nurse) engaged in the dialysis facilities operating under the bidder. Minimum 75% of the staff should be trained in BLS.
10.	The bidder should provide the copy of Standard Operating Procedures (SOP) for infection, prevention and control including the monitoring mechanism of dialysis facilities operating under the bidder.

## SECTION-V

### EVALUATION CRITERIA FOR TECHNICAL & FINANCIAL BID

#### 1. TECHNICAL BID:

Sl. No	Evaluation Criteria	Sub Criteria	Range of awarding points	Maximum Marks	Remarks/ Documents to be enclosed
1	<b>Years of experience</b>	Experience of providing dialysis services in AIIMS/INIs/State government hospitals/ in private sector in States/UTs	<ul style="list-style-type: none"> <li>• 05 Years and above - 10 marks</li> <li>• 04 Years – 8 marks</li> <li>• 03 Years – 6 marks</li> </ul>	<b>10</b>	<p>Signed contract and work order from tender awarding authority/ state health authority/Director of reputed private healthcare institute.</p> <p>HD Machine Installation and AMC certificates to be enclosed.</p>
2	<b>Average Annual Turnover</b>	INR 10 Crore per annum in all last three financial years	<ul style="list-style-type: none"> <li>• More than INR 20 Cr - 10 marks</li> <li>• INR 10 to 19 crore - 8 marks</li> </ul>	<b>10</b>	Audited financial statements by certified CA and duly signed by authorized signatory of the bidder
3	<b>End user certificate</b>	Satisfactory performance certificate from at least 05 facilities for past 02 years	<ul style="list-style-type: none"> <li>• More than 05 facilities -10 marks</li> <li>• 05 Facilities- 8 marks</li> </ul>	<b>10</b>	Performance certificate issued by tender awarding authority/Director of reputed private facility/State Health Society for past 02 years
4.	<b>Outcome Assessment Criteria</b>	Experience in maintaining IT database for the patients record and other clinical parameters and having minimum one publication in a reputed journal in last 03 years.	<ul style="list-style-type: none"> <li>• Having IT database and publication - <b>5 marks</b></li> <li>• Having only IT database – 3 marks</li> </ul>	<b>40</b>	Submission of annual internal patient clinical audit report for past 02 years from the 05 facilities for which end user certificate is being submitted.
		Availability of yearly report of clinical audit (Standardized Kt/V report & Viral Markers report) by	Available and shared with the State Health Authority <ul style="list-style-type: none"> <li>• For past 03 years – <b>5 marks</b></li> </ul>		Copy of Published paper.
					Reports of Clinical Audit

	the bidder	<ul style="list-style-type: none"> <li>For past 2 Years- 3 marks</li> </ul>		
	Percentage of patients undertaking dialysis services for more than 12 months against the total registered patients at the facilities operated by bidder. (Includes patients underwent renal transplant)	<ul style="list-style-type: none"> <li>More than 75% - 5 marks</li> <li>50% to 75% - 4 marks</li> <li>25% to 49% - 3 marks</li> </ul>		Analysis by tender awarding authority of the annual internal clinical audit of the dialysis patients undertaken by the service provider.
	Availability of lab report for the chemical, microbiological purity and endotoxin level tests undertaken in the past 06 months for all the facilities operated by the bidder.	<p>Reports available for</p> <ul style="list-style-type: none"> <li>100% dialysis facilities – <b>10 marks</b></li> <li>Above 75% dialysis facilities – 07 marks</li> <li>50% to 75% dialysis facilities – <b>05 marks</b></li> </ul>		Certificate from independent NABL accredited lab
	Availability of certificate for Quality Management System (ISO/NABH/NQAS) having a validity period for minimum 06 months from the date of uploading of tender	<ul style="list-style-type: none"> <li>For more than 05 Facilities- <b>10 Marks</b></li> <li>1 to 5 Facilities- 7 Marks</li> </ul>		Certificate for QMS
	Availability of SOP for Infection, prevention and control in dialysis units	<ul style="list-style-type: none"> <li>Yes- <b>05 Marks</b></li> <li>No- 0 Marks</li> </ul>		Copy of the SOP to be submitted.

5.	HR Availability	Experience of having minimum HR in India <b>a. Nephrologist</b>	<ul style="list-style-type: none"> <li>• 10 or more Nephrologist – 8 marks</li> <li>• 5 to 9 Nephrologist - 5 marks</li> </ul>	30	<p>Details of Qualified manpower in a write-up provided in the facilities operated by the bidder(<b>Appendix D</b>)</p> <p>Form-16 for Nephrologists.</p> <p>Payslip for MO and Dialysis Technicians. (Data from the previous dialysis units operated by the bidder for past 2 years)</p> <p>BLS training certificate for MO and Dialysis Technicians on payroll with Service Provider.</p>
		<b>b. Medical Officer (MO) on payroll (Norm-1MO (MBBS) per facility)</b>	<ul style="list-style-type: none"> <li>• 100% Availability of MOs in all dialysis units as per tender requirement – <b>8 marks</b></li> <li>• 75% and above- 05 marks</li> </ul>		
		<b>c. Dialysis Technician (Norm-1 DT per 03 HD Machine per Shift)</b>	<ul style="list-style-type: none"> <li>• 100% Availability of DTs in all dialysis units as per tender requirement– <b>8 marks</b></li> <li>• 75% and above- 05 marks</li> </ul>		
		<b>d. Competency of staff in providing BLS</b>	<ul style="list-style-type: none"> <li>• 100% staff qualified in BLS – <b>06 marks</b></li> <li>• 75% and above – 03 marks</li> </ul>		

## 2. FINANCIAL BID:

1. The minimum Technical Score required to pass and to be eligible for opening of the Financial Bid is 60 (Sixty) marks.
2. After evaluations of Technical Proposals are completed, approval of the Tender Accepting Authority shall be obtained, and the evaluation (Marks) shall be updated in the e-Procurement Portal.
3. Opening date of Financial Proposals shall be intimated to the Technically Qualified Service Providers, and on the intimated date, Financial Proposals shall be opened in the e-Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)).
4. Technical Bids will be evaluated and scored as per the QCBS criteria. The bid score (B) will be calculated for eligible technical bids (T) after opening of financial bids (C) using the following formula:

$$B = [(C \text{ low}/C) \times 100 \times X] + (T/T \text{ high}) \times 100 \times Y$$

Where,

- C= Financial quote (bid price) of the bidder

- C (low) = the lowest of the evaluated financial bid price among the responsive bids
- T= the total marks obtained by the bidder against quality (Technical Bid) criteria
- T (high)= the highest marks scored against quality criteria (technical Bid evaluation) among all responsive bids
- X= 0.3 (the weightage of the quoted financial bid price is 30%)
- Y= 0.7 (the weightage for the technical bid evaluation quality score is 70%)

5. The Service Provider obtaining the Maximum Weightage (combined Technical & Financial scores) shall be called for Negotiation and Signing of the Contract by respective State/UT Mission Director (NHM).

## SECTION-VI

### TERMS AND CONDITIONS OF THE CONTRACT

#### 1. Signing of Contract

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

#### 2. Modification to Contract

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

#### 3. Performance Security

- a. The successful bidder shall furnish a **performance security** in the form of Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial bank or Bank Guarantee (including e- Bank Guarantee) from a nationalised bank - in favour of Tender Inviting Authority for an amount **equal to 3% of the total contract value**.
- b. The Bank guarantee shall be as per pro forma at Appendix-F and remain valid for a period which is **sixty days beyond the date of all contractual obligations or expiry of the contract whichever is later**. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, falling which the Bid Security may be forfeited and the contract may be cancelled.
- c. If the service providers violate any of the terms and conditions of the contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- d. The Purchaser will release the Performance Security without any interest to the firm/contractor on successful completion of contractual obligations.

#### 4. Obligations of Service Provider:

The Service Provider shall submit within 30 days of the signing of the Contract a detailed Operational plan ("**Operational Plan**") to the Tender Inviting Authority (TIA), explaining the procedure the service provider shall adhere to in operationalization of the dialysis unit including installation of the RO Plant and other associated support infrastructure and haemodialysis machines in the dialysis unit. In addition, the operational plan shall also include the timeframe for testing of the installed haemodialysis machines and treatment of water & initial report, among other compliances. The Service provider shall obtain approval from TIA on the proposed operational plan within 45 days of the signing of the Contract.

- 4.1 Service Provider on receipt of observations if any, from the Authority (TIA), shall submit a revised operational Plan for approval from the TIA. Service Provider shall adhere to the operational plan and commission the dialysis unit. In case the dialysis unit was in operation by another party (service provider) then the transition to the new service provider operational plan shall in no way disrupt the on-going schedule of hemodialysis of patients.
- 4.2 The Service Provider will be obliged to manage and operate the Project including consumables in accordance with the provisions of the Contract and terms and conditions therein. The contract can be cancelled at any time after providing an opportunity of hearing by the Authority,

in case the Service Provider does not follow the rules, regulations and terms and conditions of the contract.

- 4.3 Service Provider shall be responsible to maintain the haemodialysis machines if any procured by the state or provided by him and operate the machines throughout the period of the Contract. Maintenance contract may also be entered by the state for the HD machines procured through the state resources or pay the requisite fees to the service provider in case the same is included in the contract.
- 4.4 All expenses on account of manpower, consumables and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machines shall be borne by the Service Provider.
- 4.5 The Service Provider shall install and maintain a separate energy meter for the hemodialysis units. The utility charges shall be payable by the Service Provider.
- 4.6 The Service Provider shall equip the hemodialysis units with air conditioning facilities. Procedure room should be well ventilated or having air-conditioners with minimum three to four air exchanges in 24 hrs to maintain the room temperature within comfortable range.
- 4.7 Service Provider shall operate and maintain the project as per '**Performance Standards**' specified in **Appendix-Q**.
- 4.8 The hemodialysis machines used for infective cases shall be kept separately and disinfected after each session and the area around should be well sterilised with the existing procedures as per the infection control SOP.
- 4.9 In case of emergency during hemodialysis, the Service Provider shall ensure that the MO on duty responds to the situation immediately and make arrangements to transport the patient to the ICU within the hospital premises, wherein a bed shall be reserved for such hemodialysis emergency cases by the Authority.
- 4.10 The Service Provider shall undertake diagnostic tests for each patient as per **Appendix-R**.
- 4.11 The Service Provider shall conduct a pre and post hemodialysis urea test of the patient to arrive at the urea reduction ratio (URR).
- 4.12 Service provider should use the PMNDP portal and the data shall be stored as per conditions laid down during the signing of Contract.
- 4.13 The Service Provider shall provide for storage of soft copy and hard copy of all records at the hospital (DH/SDH/CHC) at its own cost. All data shall be the sole propriety of the Government of India.
- 4.14 The following records shall be maintained on a daily basis by the Service Provider:
  - a) Biometrics capturing in time and out time attendance of hemodialysis unit staff as well as patients during every hemodialysis session
  - b) A separate register of new patients being referred to the Hospital and patients discontinued from the hemodialysis sessions to be maintained
  - c) Logbook for record of any breakdown/shut down of the machine/facility, audited monthly by the Facility Head
  - d) Water testing record as laid down (Pre & Post RO TDS, Bacteriological, Endotoxin, Chemical, Fungal contamination tests etc) and the frequency of the tests should be adhered to as per the SOP issued by TIA.
- 4.15 The Service Provider shall provide a resuscitation facility with crash cart for providing lifesaving support if required by patients within the hemodialysis facility. List of drugs to be provided in the crash cart are as per **Appendix-P**. The crash cart shall be checked and cross-signed by the facility in-charge and the MO every day on taking over duty.
- 4.16 The service provider shall ensure **Fire Safety of the dialysis unit and display a Fire Exit plan** for the dialysis patients in the unit in case of any fire incident. He shall also obtain NOC from fire department and ensure that fire audits are undertaken at least **once in six months** and report submitted to the facility head and TIA. Any deviation in this regard will be considered default of the service provider and shall invite suitable penalty as decided by the TIA or even termination of contract.

- 4.17** Service Provider shall arrange for IEC (Information-education-communication) for the staff of the hemodialysis facility and training activities on communication skills once a year or as decided by the Authority. In the absence of In-house IEC/ training facilities, the Service provider shall arrange training of the staff by facilitating visits to other private facilities.
- 4.18** The Service Provider shall arrange for appropriate and adequate signage on hand washing techniques and arrange for displaying the services being provided, drugs given in the hemodialysis facility and a statement that all the services and drugs are being provided free of cost.
- 4.19** The chart with the schedule of the nephrologist physical consultation shall also be displayed prominently at the dialysis facility.
- 4.20** Service Provider shall arrange for mandatory basic and advanced life support (BLS and ALS) training once a year and advanced cardiovascular life support (ACLS) training once a year for all the hemodialysis unit staff.
- 4.21** The medical officer and Staff Nurse shall maintain the patient records treated each month under their supervision and get the record vetted by the respective hospital Head. A copy of the vetted record shall be submitted on a monthly basis by the Service Provider to the Authority.
- 4.22** The service provider shall submit to the CMOH/Facility in-charge of the hospital half yearly audited reports on information regarding number of patients being treated, average haemoglobin levels, death of patients, conversions of patients, blood transfusion policy and the brief health of the hemodialysis unit. The nephrologist shall submit the audited reports through the Service provider to the TIA.
- 4.23** The hierarchy for escalation of problems pertaining to hemodialysis is: the nephrologist followed by the facility head.
- 4.24** The Service Provider may be required to install additional new hemodialysis machines in case of increase in demand for hemodialysis at the unit. Further, the increase in hemodialysis machines shall be according to space available at the unit.
- 4.25** The Service Provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility. The Service Provider may however refer the patient to another centre in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred centre.
- 4.26** The Service Provider shall take a third-party insurance policy to cover the patients sent by the hospital (DH/SDH/CHC) against any mishap during patient transport, inside the hemodialysis facility and for consequences arising due to reporting error. Conforming to the provision of the Consumer Protection Act shall be the sole and absolute responsibility/ liability of the Service Provider.
- 4.27** The Service Provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per the arbitration clause given in the contract.
- 4.28** After closure of the Contract between the Service Provider and the Authority, the Service Provider shall vacate the space occupied, provided by the Authority, within a period of 60 days without any obligation towards Authority and/or Hospitals.

## **5. Obligations of Authority:**

- 5.1.** Space, electricity, medical gas pipeline system for delivery of oxygen at the bedside delivery points and water shall be provided by the Authority. The utility charges shall be payable by the Service Provider as per applicable rates.
- 5.2.** The Authority shall provide ICU care for emergency cases during haemodialysis and one bed in the ICUs of all the hospitals in cases of requirement. The service provider shall provide one haemodialysis machine, one portable R.O.



- 5.3. The Authority shall make payment to the Service Provider for its services on monthly basis through ECS for all invoices raised for the previous month after deduction of penalty and applicable tax deductions if any as per Appendix-Q: Performance Standards. The payment will be made within Forty-Five days after submission of all the requisite documents by the Service Provider.
- 5.4. A district level audit team shall be constituted by the Authority. The audit team shall conduct monthly visits covering at least 25% of the hemodialysis units of the district and audit quality assessment of the use of dialyzer, disinfection of machines, adherence to standard operating procedure, infection control etc.
- 5.5. Annual review of performance and observance of terms & conditions of the Contract shall be carried out by the district level audit team. The report of this annual and monthly review shall form the basis for extension of the contract annually within the contract period.

## **6. Compliance of Minimum Wages Act and other statutory requirements**

- 6.1. The bidder shall comply with all the provisions of the Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, biosafety, occupational and environmental safety.
- 6.2. Legal liability of the services provided by the bidder shall remain with the service provider but in case of any death the certificate shall be issued by the government doctor. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangements for cyber security.

## **7. Income Tax Deduction at Source**

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

## **8. Periodicity of Payment**

- 8.1. The payment will be made through an online system on a monthly basis within 45 days after submission of all the requisite documents by the Service Provider. Through ECS for all invoices raised post the Appointed Date after deduction of penalty and applicable taxes if any as per Appendix-Q: Performance Standards. The bills for payment to the service provider should be reconciled with dialysis sessions held during the reporting month.
- 8.2. The Authority shall give standing instructions to the bank for implementation of this requirement. The Bidder will raise its invoice on completion of services during this period duly accompanied by evidence of services provided.
- 8.3. The payment will be subject to tax deducted at source (TDS) as per Income Tax Rules and other statutory deductions and taxes as per applicable laws.

## **9. Damages for Mishap/Injury**

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

## **10. Termination of Contract:**

### **a. Service Provider Default**

- 10.1. Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure

Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Service Provider shall be deemed to be in default of this Contract (a "Service Provider Default"), unless the default has occurred solely as a result of any breach of this Contract by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- 10.2. The Performance Security has been encashed and appropriated in accordance with this Contract and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days.
- 10.3. Subsequent to the replenishment or furnishing of fresh Performance Security in accordance with this Contract, the Service Provider fails to cure, within a Cure Period of 30 (thirty) days, the Service Provider Default for which whole or part of the Performance Security was appropriated.
- 10.4. Actual Project Implementation Date is beyond 1 (one) month from the Scheduled Project Implementation Date.
- 10.5. The Service Provider is in breach of obligations under this Contract.
- 10.6. The Service Provider is in breach of any of the Performance Standards as per Appendix-Q during the contract period.
- 10.7. The Service Provider abandons or manifests intention to abandon the operation and maintenance of the Project Facilities without the prior written consent of the Authority.
- 10.8. The Service Provider doesn't undertake remedial measures as detailed in inspection report provided by the Authority within time stipulated in the report
- 10.9. The Service Provider creates any encumbrance in breach of the Contract.
- 10.10. The Service Provider repudiates the contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract.
- 10.11. The Service Provider collects fees from the user in any form.
- 10.12. The Service Provider doesn't maintain comprehensive insurance cover as provided in this Contract.
- 10.13. There is a transfer, pursuant to law either of (i) the rights and/or obligations of the Service Provider under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Service Provider, and such transfer causes a Material Adverse Effect.
- 10.14. An execution levied on any of the assets of the Service Provider has caused a Material Adverse Effect.
- 10.15. The Service Provider/ members of the Consortium is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its assets that has a material bearing on the Project.
- 10.16. The Service Provider has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect.
- 10.17. Any representation or warranty of the Service Provider/ members of the Consortium herein contained which is, as of the date hereof, found to be materially false or the Service Provider/ members of the Consortium is at any time hereafter found to be in breach thereof.
- 10.18. The Service Provider submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars.
- 10.19. The Service Provider has failed to fulfil any obligation, for which failure, Termination has been specified in this Contract; or
- 10.20. The Service Provider commits default in complying with any other provision of this Contract and if such a default causes a Material Adverse Effect on the Authority.

b. Without prejudice to any other rights or remedies which the Authority may have under this Contract, upon occurrence of a Service Provider Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a

representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

**c. Termination Payment for Service Provider's Default:**

Upon Termination on account of a Service Provider Default during the contract period, no Termination Payment shall be due or payable to the Service Provider. However, the TIA will have the right shall forfeit the Performance Security of the Service Provider and terminate the Contract, as per the provisions detailed out in this Contract.

d. The TIA may terminate the contract if the successful bidder withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the TIA will have the right to procure the services from the next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. Performance security deposited by the bidder shall be forfeited in case of default or not fulfilling the contract obligation.

**11. Arbitration:**

- 11.1. If a dispute or difference of any kind shall arise between the purchaser and the firm/contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 11.2. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Authority or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India upon mutual agreement of both the parties to appoint sole arbitrator.
- 11.3. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm/contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 11.4. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued by Tender inviting authority or the state health society (NHM office).

**12. Applicable Law and Jurisdiction of Court:**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract.

**13. Force Majeure**

The successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

**14. Excuse from performance of obligations**

- 14.1. If the Affected Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of

such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- 14.2. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- 14.3. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- 14.4. If the Affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

## **15. Other Terms & Conditions**

- 15.1. The Authority may provide the required space for establishing the Project. In case the authority is unable to provide the space; the service provider may carry these services at its owned/rented/leased space or partner with an already existing Dialysis facility near the hospital (within 3 Kms). The service provider shall install quality HD machines (with OEM service warranty) and will tag the equipment with its service and history log and register the HD machine serial number in the PMNDP portal.
- 15.2. The service provider will train his staff and will maintain electronic records of all dialysis patients using the PMNDP portal. Payment will be done by the state after reconciliation with sessions held as per PMNDP portal.
- 15.3. All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is providing by the administration). The co-located hospital administration will not be responsible for any loss/ damage to the machine/ property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round-the-clock security services for the Dialysis facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.
- 15.4. All expenses on account of manpower, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the service provider. A separate meter shall be arranged by arranged by Service provider to record the usage.
- 15.5. Service Provider shall ensure best quality of tests and protocols and shall submit a yearly report of clinical audit done by a third party or as nominated by the authority. Service provider to provide the Kt/v and standardized Kt/V report for each patient to the committee.
- 15.6. The service provider shall maintain line listing of patients and record the sessions in the PMNDP Portal. Logbook of any breakdown/shut down of the machine/facility to be maintained.
- 15.7. The service provider shall provide a resuscitation facility (oxygen, Automated External Defibrillation (AED), suction, Ambu bag) with crash cart containing emergency medications and emergency equipment as mentioned in Appendix-I, for providing lifesaving support if required by patients within the dialysis facility.
- 15.8. Provider shall arrange for appropriate and adequate signage and IEC (Information-education-communication) activities for facility as decided by the authority.
- 15.9. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- 15.10. The Service provider shall be obligated to provide 24X7 (round the clock) dialysis services, if required to meet the workload ensuring that no patient has a wait time of more than 24 hours from the scheduled dialysis session.



**CERTIFICATE FROM DEALER/AGENCY SUPPLYING HD MACHINES**

(To be submitted by authorized agent)

To

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

Ref. Your Tender Enquiry document No. \_\_\_\_\_, dated- \_\_\_\_\_

Dear Sirs,

We,.....are the suppliers of \_\_\_\_\_ (name of services(s) and hereby confirm that;

1. M/s-----(name and address of the agent) is our authorized agents for \_\_\_\_\_
2. M/s ----- (name and address of the agent) have fully trained and experienced service personnel to provide the said services.
3. M/s \_\_\_\_\_(Name and Address of the agency/dealer) will provide spare parts and undertake CAMC/AMC of the supplied HD machines.
4. The haemodialysis machines will have the data port enabled for transfer of machine logs to the PMNDP portal for recording the Kt/V and other clinical assessment parameters.

Yours faithfully,

\_\_\_\_\_

\_\_\_\_\_

[Signature with date, name and designation]

Authorized Dealer/Agency

**APPENDIX-C**

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED IN THE LAST 03 YEARS**

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

Sr. No.	Assignment Contract no. and Date	Description of work and services provided	Contract price of assignment	Date of commencement	Date of completion	Was Assignment satisfactorily completed	Address of organization with Phone No. where assignment done

1. Note: Attach extra sheet for above Proforma if required.
2. Remarks \_\_\_\_\_
3. Undertaking of non- conviction duly notarized to be attached along with the above Proforma **(Appendix G)**

Signature .....

Name .....

**PARTICULARS OF THE BIDDER'S COMPANY**

**(To be submitted by all bidders)**

1. Name
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organization
5. Address of Service centers in the region
  - (a) Total No. of services personnel at the existing centers
  - (b) Total No. of locations where organization currently has centers
6. Number of service personnel

Name	Qualification	Experience (Similar Services)
		<b>(use extra sheet if necessary)</b>

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

Signature of Bidders

Date:

Name

Place:

Office Seal



**FINANCIAL BID**

1. Name of the Bidder:.....
  
2. The **price quoted should be for per haemodialysis session per person** and other associated expenses like infrastructure, HR (trained & qualified Nephrologist, Medical Officer, Staff Nurse, dialysis technicians) supportive infrastructure (HD machines, RO Plant, bed & furniture, air-conditioner, IT desktop/Laptop, biometric device, printer, dedicated broadband (Wi-Fi) connection etc), dialyzer reprocessing unit, with all other consumables etc. as required for operating dialysis unit. Break-up details of the session cost shall be provided at the time of signing the contract.
  
3. The bidder is expected to deliver the services for a minimum period of five years.
  
4. The successful bidder has to deposit 3% of the contract value as performance security in the form of Bank Guarantee with validity of 180 days beyond the contractual obligation or expiry date.

The cost per Hemodialysis session Rs...../- (in words Rs.....)

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

Signature .....

Name.....

**PROFORMA FOR BANK GUARANTEE**

To

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

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ the Service Provider” has undertaken, in pursuance of contract No.....dated (Herein after “the contract”) to provide Haemodialysis services.

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

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

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

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

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

This guarantee shall be valid up to six months beyond the date of expiry of the contract ..... (indicate date).

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

.....  
Name and designation of the officer

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

**DECLARATION BY THE BIDDER**

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

I / We do hereby declare I / We have not been de- recognized / blacklisted by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

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

**RECORDS FOR PROCEDURE**

The Service Provider shall maintain a record system and also make suitable entries in the PMNDP portal to provide readily available information on:

1. Patient care
  - a. Haemodialysis charts
  - b. Standing order for haemodialysis – updated quarterly
  - c. Physician’s order with signature
  - d. Completed consent form
  - e. Patient’s monitoring sheet
  - f. Standing order for medication
  - g. Laboratory results
  - h. Confinements with corresponding date and name of hospital
  - i. History and physical examination
  - j. Complication list
  - k. Transfer/referral slip (for patients that will be transferred or referred to another health facility)
  
2. Incident and accident (in logbooks)
  - a. Complications related to haemodialysis procedure
  - b. Complications related to vascular access
  - c. Complications related to disease process
  
3. Haemodialysis adequacy of patients and outcomes reported on monthly basis (in logbooks)
  - a. Haemodialysis adequacy of patients
  - b. Outcomes- Patient’s intra dialytic complications, Mortality and hospitalization rates
  - c. Staff/patient’s hepatitis status
  
4. Staff and patient vaccination and antibody titer status as applicable
  - a. Hepatitis B (double dose) – 0, 1,2,6 months
  - b. Influenza – annually
  - c. Pneumococcal – every 5 years
  
5. Water treatment as per ISO 23500/AAMI 2020/BIS 17646
  - a. Bacteriological
  - b. Endotoxin
  - c. Chemical
  
6. Facility and equipment maintenance schedule
  - a. Preventive maintenance
  - b. Corrective measures

**EQUIPMENT LIST**

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

- 1 Hemodialysis machine with open access for PC interface.
2. Resuscitation equipment including Laryngoscope, endotracheal tubes, suction equipment, xylocaine spray, oropharyngeal and nasopharyngeal airways, Ambu Bag- Adult & Pediatric (neonatal if indicated)
3. Oxygen cylinders with flow meter/ tubing/catheter/face mask/nasal prongs
4. Suction Apparatus
5. Defibrillator with accessories
6. Equipment for dressing/bandaging/suturing
7. Basic diagnostic equipment- Blood Pressure Apparatus, Stethoscope, weighing machine, thermometer
8. ECG Machine
9. Pulse Oximeter
10. Nebulizer with accessories
- 11 Dialyzer reprocessing unit
- 12 ACT machine
- 13 Cardiac monitors
- 14 Vein finder
- 15 All required consumables for adult and pediatric patients

**APPENDIX: J****STAFFING REQUIREMENT FOR DIALYSIS UNIT**

The following minimum staffing pattern standard should be maintained at the dialysis unit:

<b>Sl. No.</b>	<b>Human Resource</b>	<b>Numbers/Norms</b>	<b>Qualification</b>	<b>Availability</b>	<b>Role</b>
1.	Nephrologist	1 Nephrologist per 10 Dialysis Facility (1:10)	Qualified Nephrologist / MD Medicine trained in renal care	<ul style="list-style-type: none"> <li>Fortnightly / Monthly physical visit depending upon the number of dialysis facilities in the State/UT.</li> </ul>	<ul style="list-style-type: none"> <li>The nephrologist shall conduct physical consultation fortnightly/monthly for all dialysis patients at the dialysis facility.</li> <li>The nephrologist shall provide advisory role</li> <li>The observations/remarks of Nephrologists provided after consultation shall be incorporated in the patient records</li> </ul>
2.	Medical Officer	<ul style="list-style-type: none"> <li>1 per Facility</li> </ul>	<ul style="list-style-type: none"> <li>MO-MBBS</li> </ul>	Should be available during dialysis hours	<ul style="list-style-type: none"> <li>The Medical Officer to be the intermediary contact between the patient and the nephrologist</li> </ul>
3.	Staff Nurse trained in renal care	<ul style="list-style-type: none"> <li>1 per facility</li> </ul>	<ul style="list-style-type: none"> <li><b>Staff nurse:</b> GNM/ BSc. Nursing with training experience of 6 months in a dialysis unit. Should be registered with the local state nursing council.</li> </ul>	Per Facility	<ul style="list-style-type: none"> <li>The staff nurse would be accountable for monitoring, scheduling and assisting administrative activities in the dialysis centre.</li> <li>Responsible to the Nephrologist and MO for reporting progress/status of patient condition.</li> </ul>
4.	Dialysis Technician  <b>Note:</b> Costing will be submitted as per minimum wages ACT, prevailing labor laws, ESI and EPF	<ul style="list-style-type: none"> <li>One each for every 03 HD machines (1:3) and facility having beyond 06 HD machine the requirement will be 01 DT per 04 HD</li> </ul>	<b>Dialysis Technicians</b>  Post intermediate/ life science graduate and should have passed at least 2-year certificate	Per shift per day	<ul style="list-style-type: none"> <li>Operate hemodialysis machines</li> <li>Maintenance of records and analyse readings</li> <li>Dialyzer care</li> <li>Patient care</li> </ul>

	as applicable	machines (1:4) with one dedicated DT for every sero-positive patient, if any.	course in dialysis technique certified by a government authority and registered with paramedical board		
5.	Dietician	<ul style="list-style-type: none"> <li>01 dietician for providing diet counselling services to the patients, in case not available in the co-located hospital.</li> </ul>			
6.	House Keeper <b>Note:</b> Costing will be submitted as per minimum wages Act, prevailing labour laws, ESI and EPF as applicable	<ul style="list-style-type: none"> <li>1 per shift</li> </ul>	-	Per shift per day	<ul style="list-style-type: none"> <li>Cleaning activities within the haemodialysis centre</li> </ul>

## HEMODIALYSIS MACHINE & WATER TREATMENT SYSTEMS AND MONITORING PROTOCOLS

### A. HD machine: Mandatory

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

### B. HD machine: Optional

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

### C. Monitoring and Evaluation of HD machine

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



2. When used, the pH of bicarbonate dialysate should also be confirmed before each treatment. If the pH is below 6.5 or above 7.5, dialysis should not be started, even when conductivity within limits acceptable. The pH can be checked with a similar pH meter.
3. Temperature should also be within the manufacturer's specifications. Temperature may be checked with an independent reference meter or with a reference thermometer.
4. Absence of residual germicide should be verified on all delivery systems connected to a single water treatment "loop" before dialysis begins. Such testing must be performed with an assay known to detect the minimum standard level.
5. A test of proper functioning of the air/foam detector should be performed before dialysis is initiated. This test should be a direct test of function of the alarm, causing interruption of the blood pump an actuation of the blood line clamp, either by introducing air into the venous level detector or by removing the tubing so that air is sensed by the detector as recommended by the device manufacturer.
6. The blood detector must be checked for proper armed status according to the method recommended by the manufacturer.
7. The user should perform applicable tests of the UF control system as prescribed by the manufacturer.
8. All other alarms must be tested according to the manufacturer's instructions for use before every treatment including low and high conductivity alarm, low and high temperature alarm, dialysate pressure alarm, water pressure alarm, etc. Documentation of that testing should be performed. If the delivery system is equipped with a "self-alarm check" mode, it is important that the user understands that, most often, it is a check of the electronic circuitry, and not a confirmation of some of the vital functions of specific alarms.
9. Observation of dialysate flow should be made while the machine is in a "dialyzing" mode. Absence of dialysate flow should be confirmed when the machine is in "bypass" mode actuated by both manual setting of the machine to bypass or via any of the alarm functions that will cause the machine to enter a bypass mode.
10. The automatic "self-test" should be performed if this facility is available prior to each HD treatment to confirm proper performance of operative and protective functions of the machine and should never be bypassed.
11. Periodic Microbiological monitoring: water for production of dialysate and actual dialysate proportioned and exiting the dialyzer should be monitored for bacterial levels on no less than a monthly basis. Microbiological monitoring is performed to establish ongoing validation of proper disinfection protocols. The sampling should be done at the termination of dialysis at the point where dialysate exits the dialyzer. Results for total microbial counts in dialysis water or dialysis fluid, should be less than 100 CFU/mL as per ISO 23500/AAMI 2020/BIS 17646 standard.
12. Assessing trends: Pertinent information, i.e., bacterial levels, conductivity and pH readings, etc., should be logged on a chart across a page so that readings can be examined and compared over an extended period of time. This tool makes it possible to compare current readings to those taken during the past several days/weeks/months.

#### **D. Dialyzer (filter) specifications:**

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

#### **E. Recommendations for dialyzer use in HD:**

1. Biocompatible, synthetic (e.g., polysulfone, polyacrylonitrile, polymethylmethacrylate) or modified cellulose membrane (e.g., cellulose acetate) should be preferred over unmodified
2. Cellulose membranes (e.g., cupraphan). Cupraphane membranes should only be used when a patient is intolerant to other biocompatible membranes.
3. Either low flux or high flux biocompatible membrane may be used for regular HD.
4. An allergic reaction to a specific dialyzer is rarely encountered in some patients. In such situations, the dialyzer should be avoided, and this should be specifically written in bold letters on the dialysis folder of the patient to prevent its inadvertent use.
5. Dialyzer may be used for **not** more than **05** times or till the bundle volume is more than 80% of original capacity, which ever is earlier (Availability of Dialyzer reprocessing unit is mandatory for cleaning the dialyser and assessment of bundle volume) and in such cases reused only for the same patient after due sterilization using dialyzer reprocessing unit. Dialyzer should not be reused for seropositive cases in any situation and the patient should be dialysed on a separate isolated machine. In such cases, single use dialyzer is recommended.
6. Blood line, Transducer Protectors, IV sets, Catheters any other disposables should not be should **NOT** be reused.

#### **F. Dialysis fluid specifications:**

1. Dialysate, or dialysis fluid, is a non-sterile aqueous solution with an electrolyte composition near that of normal extracellular fluid. Its electrolyte composition is designed to correct the metabolic imbalance that occurs as a result of azotemia. Dialysate concentrates are manufactured commercially in liquid or powder form. The chemicals present in the dialysate have access, via the dialyzer, to the bloodstream of patients undergoing dialysis. Hence, the proper concentration of all of these chemicals as well as the quality of the concentrate and the water used to dilute the concentrate is critical. The following is to be ensured:
2. Electrolyte content of dialysate includes sodium, potassium, chloride, magnesium, calcium, glucose (optional), and bicarbonate as a buffer. The concentration of HD solutions should be such that after dilution to the stated volume the final concentrations of the ions expressed as mmol/L are usually in the following ranges: Sodium 135-145, 40 Potassium 0-4, Calcium 1.0-2.0, Magnesium 0.25-1.0, bicarbonate (32-40, Chloride 95-110. 42; Sodium concentration may be adjusted to levels outside the range of 135-140 mmol/L by HD machines with variable sodium capabilities only when prescribed by physician in charge.
3. Commercially produced concentrates are classified as medical devices and should be approved for clinical use by appropriate authority. The dialysate should contain bicarbonate as the buffer.
4. Water used to prepare the dialysate must have a bacteriological colony count of 100 CFU/ml as per AAMI 2020/ISO 23500/BIS 17646. Bacteriological and fungal growth in the dialysate shall be checked at least once monthly (depending upon the raw water condition) (as per Standard Treatment Guidelines for hemodialysis, Indian Society of Nephrology). The colony count in dialysate samples collected at the termination of dialysis a) in a single pass system or b) in a re-circulating single pass system at the periphery of the re-circulating chamber containing the dialyzer should be 100 CFU/ml as per AAMI 2020/ISO 23500/BIS 17646. Dialysate containing glucose at 100- 200 mg/dl concentration should be used.

#### **G. Recommendations for storing and mixing dialysis concentrate:**

1. Store and dispense dialysate concentrate as though they were drugs. Ensure that all personnel in the facility are aware of the types of dialysates concentrates available, even if currently only one type is being used.
2. Develop a policy, management, and storage system that will effectively control the mixing and dispensing of all concentrates. Storing concentrates according to type, composition, and proportioning ratios should reduce the risk of mismatching concentrates. Prohibit access to

storage areas and allow only authorized, specially trained personnel to mix and dispense concentrates. The concentrate should be prepared/consumed same day and there should not be overnight storage to prevent bacterial colonization in the bicarbonate concentrate.

3. Double-check and record concentrate formulas on the patient's record. Consider a procedure for countersigning patient and storage records. Do not dispense concentrates from large containers into smaller ones without a "keyed" dispensing system. Whenever possible, purchase concentrates in single-treatment (2 1/2 - 4 gallon) containers (optional).
4. Always dispose of concentrates remaining from the previous treatment. Do not pour remaining concentrate into another container or use in the next treatment. Replace empty or partially full containers with full ones. Whenever possible, standardize equipment so that only one bicarbonate concentrate system is used.

#### H. Water Treatment System:

1. Water treatment system is mandatory which consists of pre-treatment system and main RO system. Pre-treatment should consist of - Filtration for suspended particles, Activated carbon filtration, Softener or deionizers
2. The main water treatment system should have reverse osmosis membranes.
3. The water treatment system components are arranged and maintained so that bacterial and chemical contaminant level in the product water does not exceed the standards for Haemodialysis water quality as stated in AAMI 2020/ISO 23500/BIS 17646.

#### 4. Monitoring

- a. **Chemical purity:** Online conductivity meters are mandatory after deionizers & reverse osmosis. There should be visible & audible alarm for improper conductivity in the dialysis technician's station. The alarm should lead to stoppage of water beyond reverse osmosis. The water should re-start only after adequate conductivity is achieved. Once in 3 months treated water sample must be sent for detailed chemical analysis to an independent laboratory having adequate instrumentation for testing as per AAMI 2020/ISO 23500/BIS 17646 standards. The results should be a mandatory part of the record system.
- b. **Microbiological purity:** This should be checked at least once monthly (depending upon the raw water condition) to achieve the standards as per AAMI 2020/ISO 23500/BIS 17646 standards. It is strongly recommended that pour plate method on nutrient poor medium should be used for cultures of treated water.
- c. **Endotoxin levels:** should be checked at least once monthly or earlier depending upon the raw water condition, to achieve the standard as per AAMI 2020/ISO 23500/BIS 17646 standards.

5. Maximum allowable levels for total viable microbial count (TVC) and endotoxins in dialysis water, in standard and ultrapure dialysis fluid (dialysate) and online-prepared substitution fluid.

Fluid category	Application	TVC (CFU/ml)	Endotoxin (EU/ml)
Dialysis Water	Basis for all fluid preparation-used in water treatment system	<100 (Action level 50)	<0.25 (Action level 0.125)
Standard dialysis fluid	Maximum acceptable quality for routine HD- used in HD concentrates	<100 (Action level 50)	<0.5 (Action level 0.25)
Ultrapure dialysis fluid	Recommended for routine HD-used in dialysate ultrafilters	<0.1	<0.03
Online- prepared substitution fluid	HF and HDF: priming solution, bolus administration- used in dialysis machines	Sterile	Non-pyrogenic

6. Sterilization- it is recommended that each component of the water treatment system must be thoroughly cleaned & sterilized as per the manufacturer's recommendation. The process of sterilization should be carried out once in every 15 days. After sterilization it is essential that the sterilant is completely removed before the treated water is used for dialysis.
7. Proper function of water treatment system is continuously monitored during patient treatment and be guarded by audible or visual alarm that can be heard or seen in the dialysis treatment area in case performance of the water treatment system drops below specific parameters.
8. A log should be maintained documenting the performance of the water treatment system components and indicating the maintenance done on each component.
9. Procedure guidelines for Disinfection of Reverse Osmosis Machine and Loop as recommended by the manufacturer are in place.
10. No Hemodialysis procedure is performed during disinfection of the water treatment system and the loop.
11. Microbiological testing of the treated water from the water treatment system and the loop is done regularly and preferably monthly
12. For dialysis unit performing HDF, testing of treated water for endotoxin at regular interval is needed.
13. Written record and results of microbiological and chemical testing of water are in place and reviewed. Corrective action is recorded if indicated.

#### **I. Reuse of Hemodialyzers and related devices**

1. Procedure guidelines for dialyzer reprocessing are in place. Dialyzers should be re-processed & sterilized using a dialyzer re-processing machine and not done manually.
2. Testing for presence of disinfectant in the reprocessed dialyzer before rinsing and absence of disinfectant after rinsing are performed and documented.
3. Each dialyzer is clearly labeled and identified to be re-used by the same patient.
4. Routine disinfection of active and backup dialysis machines are performed according to defined protocol. i.e HD Machine shall be disinfected after every dialysis session with 20 minutes of Citric Acid, to avoid cross contamination. Also end of the day 1hour of Citric and thermal dis-infection shall be done to all HD machines. The same shall be documented.

#### **J. Other Activities for patient care and staff working in the dialysis unit**

1. Blood chemistry and haematocrit (or haemoglobin) of each dialysis patient is checked at regular Interval (preferably every month) to ensure patient's well-being and viral markers be tested every 03 months (HIV/HBsAg/HCV), Hb (monthly), Complete LFT and KFT (04 months), iPTH (intact Parathyroid hormone), iron studies (06 monthly) and vitamin-D should be done every 6 monthly.
2. Contingency plan or procedures are available in case of equipment failure, power outages, or fire so that the patient safety is not compromised.
3. Drill for CPR and emergency conditions outlined are performed regularly.
4. All staff including janitorial staff is educated with clear instruction on handling blood spillage on equipment and the floor.
5. All blood-stained surfaces shall be soaked and cleaned with freshly prepared 1 percent sodium hypochlorite solution if the surface is compatible with this type of chemical treatment.
6. All new dialysis patients or patients who return to the dialysis unit after treatment from high- or unknown-risk areas are tested for HbsAg and Anti-HCV etc.
7. HIV/HBsAg/HCV-positive patients should be treated in a segregated area with designated haemodialysis machines.
8. Carrier of HBsAG/HCV receives haemodialysis using designated machines.

**CONTRACT FORMAT: CONTRACT FORM FOR PROVIDING HAEMODIALYSIS FACILITIES**

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.....

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

CM Contract No . \_\_\_\_\_ dated \_\_\_\_\_

This is in continuation to this office's Notification for Award of contract no . \_\_\_\_\_

\_\_\_\_\_ date

d

Name & address of the Service Provider: .....

Reference: (i) Tender Enquiry Document No ..... Dated .....and subsequent Amendment No....., dated ..... (if any), issued by the Project Director (RCH), Department of Health & Family Welfare Services (ii) Service Provider's Tender No ..... Dated and subsequent communication(s)

No .....

Dated.....(if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the ..... Day of ..... 2022 between Mission Director, National Health Mission (hereinafter called the Procurer) of one part and (name of service provider) (Hereinafter called the Service Provider) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- i. The following documents shall be deemed to form part of and be read and constructed as integral part of this Contract, viz.:
  - Terms and Conditions of the Contract including Contract Format
  - Instructions to Bidders including all Appendices
  - Location and Description of Equipment
  - Job Description
  - Purchaser's Notification of Award

NOTE: Additional relevant points may be added to the draft contract before signing of the final MoU

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

- iii. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
- iv. The bank guarantee valid till \_\_\_\_\_ [(fill the date)] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 5% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract, having a validity of six months beyond the expiry date of contract.
- v. Payment terms: The payment will be made against the bills raised to the Authority by the Service Provider on a monthly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.

Paying Authority: \_\_\_\_\_

(Name of the Purchaser i.e. Office, Authority) \_\_\_\_\_

(Signature, name and address of authorized official)

For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

For and on behalf of \_\_\_\_\_

(Name and address of the Provider)

(Seal of the provider)

Date:

Place:

**BID SECURITY DECLARATION FORM**

(On the letter head of the firm)

Date.....

(Tender no.....)

To

The Tender Inviting Authority,

Name of the State.....

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, or

b) having been notified of the acceptance of our Bid by the Tender Inviting Authority during the period of bid validity (i) fails or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

c) if I/we withdraw or modify our bids during the period of validity, or if we are awarded the contract and failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals documents, we will be suspended for a period of 02 years from being eligible to submit bids/proposals for contracts with the Tender inviting authority.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_(insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on ..... day of ..... (Insert date of signing)

Seal (where appropriate)

Please Note: - The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, must be attached with the technical bids.

**FORWARDING LETTER FOR TECHNICAL BID**

Forwarding Letter for Technical Bid

(To be submitted by all bidders in their letterhead)

Dated:

To

(Insert Name of the State)

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

Dear Sir,

With reference to your RFP document dated\_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Service Provider for providing Haemodialysis services.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - c. I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - d. the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.



7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/ We believe that we/ our Consortium satisfy(s) the Financial Capability criteria and meet(s) the requirements as specified in the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/our being declared as the Service Provider, I/we agree to enter into the Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the haemodialysis units. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
17. I/ We agree to submit the Bid Declaration Form to the Authority in accordance with the RFP Document.
18. The Bids (technical and financial) have been submitted on the E-Procurement Website.
19. We agree to accept all the terms and conditions stipulated in your tender enquiry. We also agree to submit Performance Security as mentioned in the RFP.
20. We agree to keep our offer valid for the period stipulated in your tender enquiry. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
21. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/us or our Bid is not opened or rejected.
22. The cost per Haemodialysis session has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Agreement till occurrence of Financial Close in accordance with the Agreement.}
25. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

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(Signature, name and designation of the Authorized Signatory)

Name and seal of Bidder/Lead Member.

Date:

Place:

**ANNUAL TURNOVER STATEMENT**

[Refer 3.2.2.6 of ITT]

The Average Annual Turnover of M/s. \_\_\_\_\_  
for the past three years are given below and certified that the statement is true and correct.

<b>Sl.</b>	<b>Financial Year</b>	<b>Turnover (in Rs.)</b>
1.		
2.		
3.		
4.	<b>Total</b>	
5.	<b>Average of preceding three financial year</b>	

**Date:**

**Chartered Account's Signature:**

**Place:**

**Name:**

**Chartered Account's Seal:**

**Chartered Accountant's Registration Number:**

**APPENDIX-P****CRASH CART MEDICINES**

<b>Sl. No</b>	<b>Medicine*</b>	<b>Quantity</b>
1.	INJ. Atropine	5
2.	INJ. Adrenaline	5
3.	INJ. Avil	5
4.	INJ. Buscopan	5
5.	INJ. Deriphyllin	5
6.	INJ. Emeset	5
7.	INJ. Lasix	5
8.	INJ. Noradrenaline	5
9.	INJ Xylocaine	1
10.	INJ. Epsoline	5
11.	INJ. Hydrocortisone	5
12.	INJ. Calcium gluconate	5
13.	INJ. Soda bicarbonate	5
14.	Laryngoscope	1
15.	Air way (size 2 and 3)	1
16.	Suction catheter	1
17.	Feeding tube	1
18.	Dyna plaster	-
19.	Xylocane jelly	1
20.	IV Cannula 18 g	2
21.	IV Cannula 20 g	2
22.	IV Cannula 22 g	2
23.	IV Cannula 24 g	2
24.	Sterile water	1
25.	INJ. Dextrose 25%	1
26.	INJ. Dextrose 50%	1
27.	Ambu bag	1
28.	Neb mask	1
29.	O2 mask	1
30.	Neb. Asthalin, Duolin, Budecort	-
31.	Ringer's lactate (RS); Normal saline (NS); Dextrose normal saline (DNS)	1
32.	ECG electrodes	-
33.	Syringes- 2,5,10,20,50 ml	2 each
34.	Gloves	2

\* Consumables/medicines spent should be replaced and expiry date should be checked by the staff on the daily basis.

**Staff name and signature**

**APPENDIX-Q****PERFORMANCE STANDARDS**

<b>Sl. No.</b>	<b>Performance Standard</b>	<b>Monitoring of performance</b>	<b>Expected</b>	<b>Penalty</b>
1.	Commissioning of hemodialysis machines and dashboard	Authority	Actual Project Implementation Date is within 1 (one) month from the Scheduled Project Implementation Date	<p>For not commissioning of hemodialysis machines and dashboard by 120<sup>th</sup> day of handover of the facility, for every week of delay beyond 120 days from handover of the facility, the Service Provider shall pay penalty equal to 0.5% of the Contract value.</p> <p><b>Breach:</b> If Actual Project Implementation Date is beyond 1 (one) months from the Scheduled Project Implementation Date, it shall be considered to be Service Provider Default.</p>
2.	Maintain uptime of hemodialysis machines and associated equipment including emergency crash cart, medicines and defibrillator.	PMNDP Portal/Authority	95%	<p>1. For downtime of HD machine, the Service Provider shall ensure continuation of dialysis services at nearby dialysis centres. Transportation charges will be borne by the service provider without any cost to the patient.</p> <p>2. <b>Breach:</b> For downtime of HD machine for a period of 72 hours and beyond. A penalty of twice the applicable session cost (03 Sessions per machine) will be levied beyond 72 hours in case the patient is not provided dialysis in a alternative dialysis facility.</p>
3.	Deployment of required number of trained manpower for operation and maintenance of hemodialysis unit.	Biometric attendance system	100% attendance of trained manpower per shift per day	<p>Penalties below expected level of minimum HR:</p> <ul style="list-style-type: none"> <li>• <b>Nephrologist</b> Physical Visit of patients at least once fortnightly/ Monthly: INR 4,000 per default</li> <li>• Medical Officer &amp; Staff Nurse: INR 2,000 per day of non - availability</li> <li>• Dialysis Technician: INR 500 per shift per day/per day</li> <li>• Other Staff (Housekeeping and other administrative staff):</li> </ul>

				<p>INR 250 per shift per day</p> <p><b>Breach:</b> If</p> <ol style="list-style-type: none"> <li>1. Nephrologist is not available for a period of more than 30 days for consultation and/or</li> <li>2. All other human resources have 95% or less attendance per shift per day, it shall be considered to be Service Provider Default</li> </ol>
4.	Provide 04 hr duration of single hemodialysis session (Dialysis Adequacy)	Through PMNDP Portal/Machine Logs and Doctor Prescription	At least 4 hours in all cases. (Machine log for kt/V to be recorded in Patient Health record)	<p>Any deviation from expected levels – Entire fee for the particular session shall be forfeited.</p> <p><b>Breach:</b> If any hemodialysis session for a patient carried out for less than 04hours, it shall be considered to be Service Provider Default.</p>
5.	Dialyzer disinfection through dialyzer reprocessing unit & provision of disposable face masks & bedsheets (for each dialysis patient)	Authority/Facility In-charge	Maximum re-use of dialyzer is permitted for 05 times or 80% of bundle volume whichever is earlier, and disinfection for re-use dialyzer carried out by dialyzer reprocessing unit. For Sero-positive Patients single use dialyzer should be used	<p>Any deviation from expected levels – Entire fee for the particular session shall be forfeited.</p> <p><b>Breach:</b> Non-availability of dialyzer reprocessing unit, single use of dialyzer for seropositive patients, disposable face mask &amp; bedsheet at the facility shall be considered to be Service Provider Default.</p>
6.	Viral Marker (HIV/HBsAg/HCV) testing for each patient once in 03 month using ELISA kit.	Authority/Facility In-charge	Maintain record of Viral Marker (HIV/HBsAg/HCV) testing for each patient once in 03 month (Quarterly) using ELISA kit and produce the record for inspection by the Authority.	<p>Any deviation from expected levels (Quarterly reports for each patient) – INR 1000 per patient to be deducted.</p> <p><b>Breach:</b> Non-availability of viral marker report for the patients shall be considered to be Service Provider Default.</p>

7.	Provide drugs (Inj. Erythropoietin, Iron Sucrose & Heparin) in case not available under free drugs services initiative from the co-located hospital pharmacy	Authority/Facility In-charge	To provide Inj. Erythropoietin ,Iron Sucrose and Heparin as per the advice of Nephrologist	Any deviation from expected levels – Actual cost of the drug/s shall be deducted. (The amount to be deducted shall be at the rate purchased by the state or actual market rate whichever is higher).
8	Provide Diagnostic tests (Hb (Monthly), Complete LFT & KFT (Quarterly) iPTH, serum iron studies, vitamin D (06 Months)) in case not available under free diagnostic services initiative from the co-located hospital laboratory.	Authority/Facility In-charge	To provide diagnostic tests for all dialysis patients as per the norms.	Any deviation from expected levels – Actual cost of the diagnostic test shall be deducted. (The amount to be deducted shall be as per the CGHS rate for the state or actual market rate whichever is higher).
9.	Water testing (Pre & Post RO TDS on daily basis, chemical purity (every 03 month), endotoxin (monthly), bacteriological & fungal growth (monthly).	Authority/Facility In-charge	To undertake water testing and maintain records.	Any deviation from expected levels – INR 1000 per month for not conducting microbiological purity and endotoxin level test and INR 2000 for not conducting chemical purity tests to be deducted.  <b>Breach:</b> Non-availability of water test report (Chemical, microbiological purity and endotoxin) as per specified time period of testing shall be considered to be Service Provider Default.
10.	Train and build competency amongst the dialysis technicians, MO and Staff Nurse trained in renal on Basic life support (BLS).	Certificate of BLS training from the accredited institute/hospital.	To conduct refresher training sessions for the dialysis technicians, MO and Staff Nurse In-charge in BLS (once in 06 month)	Any deviation from expected levels – INR 5000 per HR to be deducted, not having the competency in BLS.  <b>Breach:</b> Non-availability of BLS training certificate from the accredited institute /Hospital shall be considered to be Service Provider Default.
11.	Submission of weekly/monthly report	Through Audit conducted twice a year by District level team	To submit weekly/monthly report to the Authority	<ul style="list-style-type: none"> <li>• Non-submission of weekly/ monthly report.</li> <li>• Poor condition of hemodialysis infrastructure such as broken beds, chairs etc.</li> <li>• Non adherence to infection control protocol as</li> </ul>

12	Proper maintenance of hemodialysis infrastructure such as beds, chairs etc.		Proper maintenance of hemodialysis infrastructure such as beds, chairs etc.	<p>per SOP</p> <ul style="list-style-type: none"> <li>• Non-maintenance of dashboard (PMNDP portal) as per the contract</li> </ul> <p>Service Provider shall pay penalty equal to 0.5% of the contract value for every instance of deviation.</p>
13	Maintenance of data on dashboard (PMNDP Portal) as per the Contract		Maintenance of data on dashboard (PMNDP Portal) as per the Contract	<p><b>Breach:</b> Any deviation of above condition will be considered as service provider default.</p>
14	Clear demarcation of service area, procedure room & utility room etc.	Through Audit conducted twice a year by District level team	Clear demarcation of service area, procedure room & utility room etc.	<ul style="list-style-type: none"> <li>• Non-availability of demarcation of service area, procedure room &amp; utility room etc.</li> <li>• Charging fee from patients for carrying out hemodialysis.</li> <li>• Failure to disinfect machines after every hemodialysis session.</li> </ul>
15	Providing dialysis services to patient		To provide free of cost dialysis services to the patients	<p>Service Provider shall pay penalty equal to 0.5% of the contract value for every instance of deviation.</p>
16	Failure to disinfect of machines after every hemodialysis session		Disinfect of machines after every hemodialysis session.	<p><b>Breach:</b> Any deviation of above condition will be considered as service provider default.</p>



**DIAGNOSTIC TESTS\***

1. Hemoglobin (HB) (Monthly)
2. Complete LFT (03 Months)
3. Complete KFT (03 Months)
4. Pre & Post hemodialysis urea
5. Viral Marker Tests (HIV/HBsAg/HCV) – Every 03 month
6. iPTH (Intact Parathyroid hormone) test- Every 06 Month
7. Vitamin D test – Every 06 month

**Note:** Diagnostic tests should be done under Free Diagnostic Services initiative program at the co-located DH/SDH/CHC. State may outsource the same to the service provider for inclusion in session cost, in case of non-availability at the designated facility.

**Staff name and signature:**

**PATIENT HEALTH RECORD**

Facility Name:

Address:

Contact No:

NIN ID:

Facility In charge Name:

**Patient Dialysis Report**

<b>Patient Name:</b>	<b>ABHA ID:</b>
<b>Age:</b>	<b>Mobile No:</b>

<b>Test</b>	<b>Value (Pre-Dialysis)</b>	<b>Value (Post Dialysis)</b>
<b>Blood Pressure</b>		
<b>Weight</b>		
<b>Kt/V</b>		
<b>Serum Creatinine</b>		
<b>Hemoglobin</b>		

**Doctor Name & Signature:**

**Date:**