



DEPARTMENT OF HEALTH & FAMILYWELFARE

GOVERNMENT OF (Insert name of the State)

REVISED BID DOCUMENT
For Provision of Hemodialysis
Services at District Hospitals

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Section-I

INTRODUCTION

Dialysis Program under the National Health Mission

Rationale:

Every year about **2.2 Lakh new patients of End Stage Renal Disease (ESRD) get added in India resulting in additional demand for 3.4 crore dialysis every year. With approximately 4950 dialysis centers, largely in the private sector in India**, the demand remains unmet with existing infrastructure in the country. Since every Dialysis causes catastrophic effects to the patient and his family both emotionally and financially. An expenditure of about Rs.2000 per session resulting in monthly expenditure over Rs 16000 and around 2-3 lakhs annually. It has been felt that both in terms of provision of this important lifesaving procedure and also for reducing impoverishment on account of out of pocket expenditure for patients, a Dialysis program is required. Accordingly, MoHFW with support from the National Health Systems Resource Centre (NHSRC) studied relevant models on Dialysis services being practiced under PPP mode.

Out sourcing of Hemo-dialysis services:

It is desirable to roll out dialysis services in the state, to start with the District Hospitals in the first phase under outsourcing mode. Service Provider shall have to provide required furniture, fixtures and electrical fittings along with the followings:

- a. Human Resource which includes qualified medical officers, staff nurses, and other skilled paramedical staff as specified.
- b. RO water plant infrastructure,
- c. Dialyzer
- d. Drugs, including Erythropoietin (EPO) and iron
- e. Consumables.

The Department of Health & Family Welfare shall provide –

- Space (Room size which can accommodate at least 6 beds) in specified District Hospitals,
- Point of Electricity along with separate meter (The electricity bill is to be paid by the service provider)
- Point of Water supply (Available water as supplied to the Hospital, where as RO etc. has to be established by service provider)
- Pay for the cost of dialysis for the patients
- Pay for the cost of Arterio-Venous (AV) Fistula - Financial support under Pradhan Mantri National Dialysis Programme for an amount of INR 6000 per patient as one-time support for successful AV fistula (without prosthesis) making charges for the below poverty line patients not covered under PMJAY scheme.

Section-II

NOTICE INVITING TENDERS (NIT)

<Insert the name of the Procuring Authority

(Department/Directorate/Agency/Institution)>

Address:..... URL: 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 sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document for the period from.....to.....
2. 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	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 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 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.

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-III

INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The bidder should prepare and submit its offer online on the eprocure.gov.in portal as per instructions given in this section. The bidder shall also give a declaration in hard copy as per **“Appendix D”**
- b) The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- c) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- d) The prices quoted shall be **firm** and shall include all applicable taxes and duties. This shall be quoted in the format as per attached **Appendix ‘E’** only.
- e) The tenders (technical and financial) shall be submitted online. before the last date of submission. Late tenders / bids shall not be considered.
- f) 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 where the services are to be rendered during

10.00 AM TO 5.00 PM on all working days till 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).

Bid Security Declaration

3. Bidders have to submit “Bid Security Declaration Form” (as per Annexure – N) 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).

Preparation of Tender

Online payment for e-Tenders: The bids submitted by Bidders shall be considered only after payment for e-tenders. The bids will not be considered for further processing if bidders fail to comply the above on tender fee deposit.

I. Tendering System:

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 (eprocure.gov.in) website till the last date and time for submission.

Technical and Price bid in physical format shall not be accepted in any case.

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.

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.

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.

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.

The bids should be in conformity with the general guidelines for E-Procurement under Central Public Procurement portal (www.eprocure.gov.in).

Documents Comprising Preparation and Submission of Bids should be submitted as per the RFP on e-procurement portal.

Copy of the certificate of registration of GST, EPF, ESI, Bidder's Certificate of Incorporation with the appropriate authority valid as on date of submission of tender documents.

4. Tender Validity Period and renewal of contract

The contract shall remain valid for 5 years for acceptance and the prices quoted shall remain for the duration of the contract with 3% escalation on the quoted financial

bid per annum with respect to preceding year, however, State may decide the escalation percentage as per the context. The contract may be extended for another term based on review of performance and with mutual consent.

5. Tender Submission

The bidders are advised to follow the instructions given by Tender Inviting Authority for submission of bids on e-procurement portal.

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.

SECTION IV

EVALUATION OF TENDER

1. Scrutiny of Tenders

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. The bids which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered, and opened. State health society will provide information on the location of the facility and facility wise description of services required as per Appendix 'A' while publishing the Request for Proposal. On completion of the tender process, a MoU/ Contract will be signed by both parties as per the Contract Format (Appendix 'L').

2. Bid Evaluation methodology

A. Technical Evaluation

Scrutiny of tender received online by the selection committee as mentioned above. Scrutiny of compliance statement as follows:

- **Appendix B-** Certificate from Dealer/Agency supplying HD Machines
- **Appendix C-** Assignment of similar nature successfully completed during last 3 years
- **Appendix D-** Particulars of the bidder's company (includes certificate of registration GST, EPF, ESI, audited account statements for past three financial years (annual turnover), copy of income tax returns for past three financial years)
- **Appendix F-** Proforma for bank guarantee for performance security
- **Appendix G-** Declaration by bidder (non-conviction)
- **Appendix H-** Records for procedure
- **Appendix I-** Equipment List
- **Appendix J-** Staff requirements for dialysis unit
- **Appendix K-** Hemodialysis machine & Water treatment systems and Monitoring protocols
- **Appendix L –** Contract Format
- **Appendix M –** Bid Security Declaration Form

B. Financial Evaluation

Lowest quote offered by technically qualified bidders, for per session cost of Hemodialysis, including infrastructure, HR (trained and qualified staff), supplies (dialyzer and other consumables), operational and maintenance cost for the project will be accepted as per the format given in Appendix 'E'

Section - V

SCOPE OF THE WORK

The Service Provider shall be responsible for operationalization of Dialysis facility at district/ sub-district hospital to the patients referred by District Hospital. The ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. This could be achieved by a mix of any of the following across several districts in the state:

- I. The service provider is allotted a space (@ 120 sq. ft. per machine) by the authority and the service provide shall make complete arrangements to make the dialysis facility operational (should factor all required infrastructure, HR (trained Nephrologists, Medical officers, Nurses, technicians), supportive infrastructure, dialyzer and all other consumables etc., operational and maintenance cost for the project including consumables and facility for pediatric patients. 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. There should also be a designated area for continuous ambulatory peritoneal dialysis (CAPD) training for the patient and his/her family members. Separate area for donning/doffing and storage of fluids should be kept. Entry/exit should be separated while designing the dialysis unit for ensuring infection prevention and control.
- II. The decision to refer a patient for dialysis in District/ hospital 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 (Urea, Creatinine, Sodium, Potassium, complete biochemistry & hematology profile) before and after the dialysis should be done through Government health facilities laboratories. Incorrect laboratory tests may lead to wrong referral for dialysis hence due precautions would be taken to refer a patient for dialysis and laboratory reports before and after the dialysis cycle should be recorded. A minimum of 5 (4+1) Dialysis machines with one machine dedicated for infective cases (Hepatitis B, Hepatitis C, HIV etc) is recommended as per IPHS 2022. However, facility having low caseloads (Northeastern States and hilly areas) can also plan for establishing a minimum of 2 bed dialysis unit for emergency dialysis purposes at the

hospital.

- III. In case non availability of space at DH level, service provider may plan for dialysis unit at Area hospital/Sub- district hospital as specified by Tender Inviting Authority.
- IV. 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 government official on demand.
- V. 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 details of various services required at different locations and type of facilities is given in **Appendix ‘A’**. 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 hospitals.
- VI. The minimum requisite equipment and staffing norms for provisioning of Hemodialysis services by the service provider is placed as **Appendix- ‘I’ & ‘J’** respectively.
- VII. 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.

Section-VI

ELIGIBILITY CRITERIA

1. 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. The Service provider should be registered as a legal entity.
2. The Bidder shall have a minimum of three years of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
3. The bidder should have operated & managed dialysis facilities for the past three years with a workforce of dialysis technicians/nurse trained in dialysis having the capability to work in three shifts 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"**
4. The above experience could be demonstrated by the single bidder or the lead member of the consortium.
5. 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"**
6. The principal bidder/lead partner shall have an average turnover of **Rs 10.00 Crores per annum** in last three financial years.
7. In case of audited financials not being available for the last completed financial year, CA certified provisional financials should be provided.
8. The principal bidder/lead partner shall be legally responsible and shall represent all consortium members, if any, in all legal matters.

Section-VII

TERMS AND CONDITIONS

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 shape of a Bank Guarantee (Appendix F) issued by a Scheduled Commercial bank or a Nationalized Bank in favour of Tender Inviting Authority for an amount equal to 3% of the total contract value. The Bank guarantee shall remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract. For new project, the contract value will be calculated as per projection of total number of dialysis assuming two dialysis session per machine per day.
- b) If the service providers violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.
- c) The Purchaser will release the Performance Security without any interest to the firm/contractor on successful completion of contractual obligations.

4. Compliance of Minimum Wages Act and other statutory requirements

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and

eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, biosafety, occupational and environmental safety.

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

5. Income Tax Deduction at Source

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

6. Periodicity of Payment

The payment will be made on monthly basis. The purchaser 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. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws. The bills for payment to the service provider should be reconciled with dialysis sessions held during the reporting month.

7. Damages for Mishap/Injury

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

8. Termination of Contract:

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

9. Arbitration

- a) If dispute or difference of any kind shall arise between the purchaser and the firm/

contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the <insert tender issuing authority> as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by <insert tender issuing authority> to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1,00,000/-).
- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued by Tender inviting authority or the state health societies (NHM office).

10. Applicable Law and Jurisdiction of Court:

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

11. Other Terms & Conditions

- a) The Project will be awarded for a period of 5 years and extendable for next five years based on satisfactory performance as assessed by the tender inviting authority/SHS/purchaser. Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and

terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor does not follow the rules, regulations and terms and conditions of the contract.

- b) The Authority may provide the required space, for establishing the Project. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space. In 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. 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.
- c) The service provider shall commission the Dialysis facility within 90 days of the signing of the contract by both parties. A penalty of Rs. 5000/ week/center or an appropriate amount decided by the state will be levied in case of noncompliance.
- d) The service provider will train his staff and will maintain electronic records of all dialysis patients using the PMNDP portal. Payment will be made by the state after reconciliation with sessions held as per PMNDP portal.
- e) List of tests & their associated cost may be furnished as per **Appendix E**
- f) 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 district hospital administration will not be responsible for any loss/ damage to the machine/ property due to natural hazard and licensee will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round-the-clock security services for the Dialysis facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by an indemnification clause.
- g) 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 Service provider to record the usage.
- h) The service provider shall provide for storage of soft copy and hard copy of all

records at the District/Sub-district Hospital at its own cost. In case of change of service provider for any reason, the stored data must be transferred to the new provider for continuation of storage.

- i) The service provider shall be maintaining EMR-Electronic Medical record of each dialysis session and update the requisite information on PMNDP portal.
- j) Service Provider shall ensure the 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.
- k) Annual review of performance and observance of terms & conditions shall be carried out by a committee which shall include CMO & Head of department of Nephrology of the Govt. Teaching hospital along with other members nominated by the authority. The report of this annual review shall form the basis for extension of the contract annually within the contract period.
- l) State authority shall make payment to the service provider for its services on monthly basis for all invoices raised for the previous month.
- m) A no-fee receipt shall be provided by the service provider to every patient. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the District Hospital Authority. This will form the basis of monthly payment by purchasing authority to the service provider for the said services. All receipts shall be subjected to a third-party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.
- n) 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.
- o) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility. The service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
- p) The provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap during patient transport, inside the dialysis facility and for consequences arising due to reporting error. Conforming to the

provision of the consumer protection act shall be the sole and absolute responsibility/liability of the service provider.

- q) After closure of the contract agreement between the service provider and the authority, the service provider shall vacate the space occupied, if provided by the authority, within a period of 60 days.
- r) The service provider shall provide a resuscitation facility (oxygen, Automated External Defibrillation (AED), suction, Ambu bag) with crash cart containing emergency medications for providing lifesaving support if required by patients within the dialysis facility.
- s) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for facility as decided by the authority.
- t) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- u) 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.
- v) 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.
- w) The service provider will have to maintain an uptime of 90% with maximum of 7 days of downtime at a stretch, of any single dialysis machine at the facility. In case the service provider fails to do so, the service provider shall pay a sum of INR 2000 per day beyond 7 days.

APPENDIX - A

LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

[illegible]

**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 TE document No.-----, dated-----

Dear Sirs,

We,----- are the suppliers of -----
----- (Name of services(s) and hereby conform
that;

1. M/s ----- (Name and address of the agent) is our authorized agents....
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.

Yours faithfully,

[Signature with date, name and designation]

Authorized Dealer/Agency

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

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

Sr.No	Assignment contract No & date	Description of work services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactory	Address of organization with Phone No. where
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

1 Note: Attach extra sheet for above Performa if required.

2 Remarks _____

3 Undertaking of non- conviction duly notarized to be attached along with the above Performa **(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 (Proprietor/Partnership/Consortium)
5. Address of Service centres in the region:
 - (a) Total No. of services personnel at the existing centres:
 - (b) Total No. of locations where organization currently has centres:
6. Number of service personnel:

Name	Qualification	Experience (Similar Service)

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 Quote is for per session cost of Hemodialysis and factors all the infrastructure, HR (trained & qualified Nephrologist, medical officers, Staff Nurses, dialysis technicians, supportive infrastructure, dialyzer and all other consumables etc.), operational and maintenance cost for the project.**
3. The bidder is expected to deliver the services for a minimum period of five years.
4. The bidder has to deposit 3% of the contract value as performance security in form of Irrevocable Bank Guarantee with validity through the duration of the contract.

The cost per Hemodialysis session Rs...../- (in words 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 provided Dialysis services.

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

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

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

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

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

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

.....

(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 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 / black listed 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

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

1. Patient care
 - a. Dialysis charts
 - b. Standing order for hemodialysis – updated quarterly
 - c. Physician's order
 - d. Completed consent form
 - e. Patient's monitoring sheet
 - f. Standing order for medication
 - g. Laboratory results
 - h. Confinements with corresponding date and name of hospital
 - i. History and physical examination
 - j. Complication list
 - k. Transfer/referral slip (for patients that will be transferred or referred to
 - l. another health facility)
2. Incident and accident (in logbooks)
 - a. Complications related to dialysis procedure
 - b. Complications related to vascular access
 - c. Complications related to disease process
 - d. Dialysis adequacy of patients on thrice weekly treatments
 - e. Outcomes- Patient's intra dialytic complications, Mortality and hospitalization rates
 - f. Staff/patient's hepatitis status
3. Staff and patient vaccination and antibody titer status as applicable
 - a. Hepatitis B (double dose) – 0, 1,2,6 months
 - b. Influenza – annually
 - c. Pneumococcal – every 5 years
 - d. Water treatment as per AAMI 13959: 2014/ISO 23500: 2019/BIS 17646

- e. Microbiological
- f. Endotoxin
- g. Chemical
- 4. 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:

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

Staffing requirement for dialysis unit

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

- 1 Qualified Nephrologist / MD Medicine trained in renal care shall visit once in a fortnight and undertake clinical review for all dialysis patient.
- 2 Medical Officers (on duty) – One doctor (MBBS) per shift for a maximum of 10 machines.
- 3 Three Dialysis technicians/ nurses: One technician for every 3 machines and one dedicated dialysis machine for patients with blood borne infections per shift.
- 4 Dietician (optional)
- 5 Sweepers 1 for every five machine per shift
- 6 Hospital attendant 1 for every five machines per shift

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°C
10. Volumetric UF control
11. Safety devices functioning alarms, venous blood clamp
12. Dialysate filter
13. The HD machine should be FDA approved or European CE marked.

B. HD machine: Optional

1. Online blood volume monitor
2. Online 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. The 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 understand that, most often, it is a check of the electronic circuitry, and not a confirmation of some of the vital functions of specific alarms.
9. 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 AAMI 13959: 2014/ISO 23500: 2019/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 a 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 use for NOT more than 10 times or till the bundle volume is more than 80% of original capacity (whichever is earlier) and in such cases reused only for the same patient after due sterilization using dialyzer reprocessing unit. Dialyzer should not be reused for sero positive cases on isolated machine, in such case 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:

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

1. Electrolyte content of dialysate includes sodium, potassium, chloride, magnesium, calcium, glucose (optional), and bicarbonate as a buffer. The concentration of HD solutions should be such that after dilution to the stated volume the final concentrations of the ions expressed as mmol/L are usually in the following ranges:

Sodium 135-145, 40 Potassium 0-4, Calcium 1.0-2.0, Magnesium 0.25-1.0, bicarbonate (32-40, Chloride 95-110. 42; Sodium concentration may be adjusted to levels outside the range of 135-140 mmol/L by HD machines with variable sodium capabilities only when prescribed by physician in charge.

2. Commercially produced concentrates are classified as medical devices and should be approved for clinical use by appropriate authority. The dialysate should contain bicarbonate as the buffer
3. Water used to prepare the dialysate must have a bacteriological colony count of 100 CFU/ml as per AAMI 13959: 2014/ISO 23500: 2019/BIS 17646. Bacteriological and fungal growth in the dialysate shall be checked at least once monthly preferably fortnightly (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 13959: 2014/ISO 23500: 2019/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 (2¹/₂-4 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. Dual water treatment system is mandatory which consists of pretreatment system and main RO system.
2. Pretreatment should consist of:

-Filtration for suspended particles

-Activated carbon filtration

-Softener or deionizers

3. The main water treatment system should have reverse osmosis membranes.
4. The water treatment system components are arranged and maintained so that bacterial and chemical contaminant level in the product water does not exceed the standards for Hemodialysis water quality as stated in AAMI 13959: 2014/ISO 23500: 2019/BIS 17646.
5. 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 samples must be sent for detailed chemical analysis to an independent laboratory having adequate instrumentation for testing as per AAMI 13959: 2014/ISO 23500: 2019/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, preferably fortnightly (depending upon the raw water condition) to achieve the standards as per AAMI 13959: 2014/ISO 23500: 2019/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 preferably fortnightly (depending upon the raw water condition) to achieve the standard as per AAMI AAMI 13959: 2014/ISO 23500: 2019/BIS 17646 standards.

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	<100 (Action level 50)	<0.25 (Action level 0.125)

	system		
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.

Component	Monitoring parameter	Maintenance Required	Recommended frequency
Depth Filter	Pressure drop across filter	Backwashing & Rinsing	Twice a week and daily during the monsoon or when water extra suspended particles/impurities

			.
Activated carbon filter	Chlorine in product water	Changing of charcoal	If >0.1 ug/ml
Softner	Hardness	Regeneration	Failure to achieve 10-fold decrease
Membrane Filters	Pressure drop across filter	Change of filter	>25%
Reverse osmosis membranes	-Inlet, reject and permeate pressures & flows - conductivity	-Increase in inlet pressure >25% or decrease in permeate flow by 25% -increase by 50% from baseline	-Cleaning of membranes offline -cleaning of membranes offline or replacement
Deioniser	Conductivity or resistivity	<1megaohm or >0.5 microohms	Regeneration with acid and alkali
Storage tank and pipeline	Bacterial counts	>50% increase over baseline	Cleaning and disinfection

- 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 records 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 hematocrit (or hemoglobin) of each dialysis patients are checked at regular interval (preferably every month) to ensure patient's well-being and viral markers be tested every 3 months (HIV/HBsAg/HCV) iPTH (intact Parathyroid hormone) 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. HBsAg/HCV-positive patient should be treated in a segregated area with designated Hemodialysis machines.
8. Carrier of HCV receives hemodialysis using designated machines.
9. Patient with unknown viral status is dialyzed using designated hemodialysis machines until the status is known.

CONTRACT FORMAT

CONTRACT FORM FOR PROVIDING DIALYSIS FACILITIES

.....

.....

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

CM Contract No. _____ **dated** _____

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

.....**dated .**

Name & address of the Service Provider:

.....

Reference: (i) Tender Enquiry Document No Datedand subsequent Amendment No, dated (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No Datedand 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.....Year between (name of tender inviting authority) (hereinafter called the **Purchaser**) of one part and (name of service provider) (Hereinafter called the **Service Provider**) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and

constructed as
integral part of this Agreement, viz.:

- (i) Terms and Conditions.
- (ii) Location and Description of Equipment.
- (iii) Job Description.
- (iv) Purchaser's Notification of Award.

2. In consideration of the payments to be made by the Purchaser the Service Provider hereby covenants to provide the Dialysis Services for the specified facilities in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs. _____ [(fill amount) equivalent to 3% (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.
5. Payment terms: The payment will be made against the bills raised to the Procurer by the 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.
6. 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

(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.