



Department of Health and Family Welfare, Government of Chhattisgarh
Request for Proposal
For
**“Provision of Dialysis Service (Jeevan Dhara Scheme) at
Government Facilities of Chhattisgarh”**

RFP No.....

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1. INTRODUCTION

1.1 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 is less than half met with existing infrastructure. Since every Dialysis has an additional expenditure tag of about Rs.2000, it results in a monthly expenditure for patients to the tune of Rs.3-4 Lakhs annually. This therefore leads to financial catastrophe for practically all families with such patients. 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 service hiring mode.

Service hiring for Hemo-dialysis services:

- 1.1.1 It is desirable to roll out dialysis services to the patients diagnosed with kidney disease who are in need of dialysis as prescribed by qualified doctors, in the state, in specified public health facilities under service hiring mode
- 1.1.2 Service Provider shall have to provide
 - a. Required furniture , fixtures and electrical fittings
 - b. Human Resource which includes qualified medical officers ,staff nurses, and other skilled paramedical staff as specified.
 - c. All the time functional RO water plant infrastructure,
 - d. Dialyzer
 - e. All basic drugs required during dialysis
 - f. Consumables.
- 1.1.3 The Department of Health & Family Welfare shall provide –
 - a. Space for setting up the dialysis Unit i.e. Room size which can accommodate at least 6 beds in specified public health facility.

- b. Dialysis machines as per specification (If the Agency, selected under service hiring mode is asked to provide dialysis machine as per tender clause, then agency will have to provide the machines as per the specification laid down by the department. and agency have to ensure the machine are functional through the contract period)
- c. Point to draw electricity along with separate electric meter exclusively for the unit (The electricity bill is to be paid by the service provider/ service hired agency)
- d. Adequate water supply for the unit to the point from where agency selected under service hire mode need to establish a water treatment plant for the dialysis unit.
- e. Reimburse per patient cost of dialysis as the amount decided as per the contract.

2. NOTICE INVITING REQUEST FOR PROPOSAL

Letter No. /DFW / CKD / Dialysis

Raipur, dated / /2021

On behalf of Director Family Welfare, Chhattisgarh Medical Services Corporation (CGMSC) invites Request for Proposal for providing Dialysis Services in selected unit as listed in Appendix-A

Bidding Data Sheet

| Sr.No. | Particulars | Details |
|--------|--|---|
| 1 | Name of Purchaser | Department of Health and Family Welfare, Government of Chhattisgarh |
| 2 | Tender/RFP number | |
| 3 | Name of the Engagement | Provision of Dialysis Service (Jeevan Dhara Scheme) at Government Facilities of Chhattisgarh |
| 4 | Release Date of RFP | 28 October 2021, 17:00 Hrs https://eproc.cgstate.gov.in and www.cghealth.nic.in www.cgmsc.gov.in |
| 5 | Last date & time for submission of Pre-Bid Queries | Queries to be submitted on or before Pre bid meeting dhsdialysiscg@gmail.com 0771 2535937, 2222958 |
| 6 | Pre-Bid Meeting | 09 November 2021 Venue: Conference Hall, Directorate of Health Services, Department of Health and Family Welfare Government of Chhattisgarh, 3rd Floor, Indravati Bhawan, Atal Nagar Raipur, Chhattisgarh Note: An online pre-bid meeting will conduct if Covid situations continue and physical meeting will not be allowed, notice will serve on the website. |
| 7 | Last date for submission of the bid | 29 November 2021, 17:00 Hrs https://eproc.cgstate.gov.in |
| 8 | Opening of the Bid responses | 30 November 2021, 12:00 Hrs Conference Hall, Directorate of Health Services, Department of Health and Family Welfare Government of Chhattisgarh, 3rd Floor, Indravati Bhawan, Atal Nagar Raipur, Chhattisgarh |
| 9 | Opening of Financial Bids | 01 December 2021, 15:00 Hrs Conference Hall, Directorate of Health Services, Department of Health and Family Welfare Government of Chhattisgarh, 3rd Floor, Indravati Bhawan, Atal Nagar Raipur, Chhattisgarh |
| 10 | Validity of Proposal | Proposals must remain valid 180 days from the date of submission. |
| 11 | Method of Selection | The evaluation method which shall be used for the selection of Agency for Provision of Dialysis Service (Jeevan Dhara Scheme) at Government Facilities of Chhattisgarh. The bidder who quoted the lowest price in the financial bid shall be declared as the L1 bidder to award the contract and L2, L3 will be on the waiting list for the next 1 year. |
| 12 | Bidding in Consortium | No Consortium is allowed |
| 13 | Sub-Contracting | Sub-contracting is not allowed on the scope of work without written approval of client |
| 14 | RFP Document Fee | Rs. 10,000/- (Ten Thousand) |
| 15 | Earnest Money Deposit | Rs. 10,00,000/- (Ten Lakhs) |

1. The selection of Bidders shall be carried out through e-tendering process. Proposal/Bids are to be submitted online in electronic format on website <https://eproc.cgstate.gov.in> as per RFP document.
2. The RFP document cost of Rs. 10000/- ten thousand shall be paid, by way of RTGS to CGMSC Ltd. Equipment Procurement Cell, Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN0554090.
3. RFP document may be downloaded from the website- <https://eproc.cgstate.gov.in> and www.cghealth.nic.in. However, a filled bid shall be acceptable only after compliance of point 6 above.

Sd/-
Director
Health and Family Welfare,
Chhattisgarh

3.DISCLAIMER

- 3.1 The information contained in this Request for Proposal (hereinafter referred to as “RFP”) document is provided to the Bidders, by the Director, Family Welfare (on behalf of Department of Health & Family Welfare, Chhattisgarh) 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.
- 3.2 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.
- 3.3 DFW, Chhattisgarh 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.
- 3.4 DFW, Chhattisgarh, reserves the absolute right to cancel or amend, in part or in full, any part of the RFP document.
- 3.5 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.
- 3.6 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.
- 3.7 Any subsequent notice regarding this tender shall be uploaded on the website only. Bidders are advised to check website regularly at their convenience.

4. DEFINITIONS AND ABBREVIATIONS

4.1 Definitions

The following definitions and abbreviations, which have been used in this RFP shall have the meanings as indicated below:

- 4.1.1** “Appellate Authority” means Commissioner Health Services, Chhattisgarh.
- 4.1.2** “Authorized Representative” shall mean any person authorized in writing by the Bidder as defined in 4.1.3/firm/ society/ Company/agency.
- 4.1.3** “Bidder” shall mean Partnership Firm / Proprietorship Firm / Registered Society / Registered trust /Co-operative Society / Limited Liability Partnership (LLP) / Company incorporated, having existence in India for at least 5 years as on 31st March 2021, and they shall be governed by the respective Acts of India relating to these entities. Consortium will not be allowed as bidder.
- 4.1.4** “Contract” means the written agreement entered into between the Successful bidder and Contracting Authority together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- 4.1.5** “Contracting Authority” means Director Family Welfare, Chhattisgarh.
- 4.1.6** “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Bid.
- 4.1.7** “Letter of Intent” (LoI) means the letter issued by the Director Family Welfare to the Successful Bidder (s) for initiation of services.
- 4.1.8** “State Nodal Officer” for this RFP means, the designated State Nodal Officer for CKD prevention-control and dialysis program nominated by competent authority of state at Directorate of Health Services CG and “District Nodal Officer” of the unit nominated by the CMHO/Civil Surgeon or competent authority district level who supervises the work performed by the Successful bidder.
- 4.1.9** “Performance Security” means monetary or financial guarantee to be furnished by the successful Bidder for performance standards as due under the contract placed on it.
- 4.1.10** “Request for Proposal (RFP)” shall mean this document and its Annexure and any other document provided or issued during the process of selection of bidder(s), seeking any clarification etc., a set of solution(s), services(s), materials and/or any combination of them, including amendments, if any, after the pre-bid meeting.
- 4.1.11** “Successful bidder” shall mean the bidder, who is technically qualified and whose financial bid has been accepted by the tendering authority.
- 4.1.12** “Service Provider” means the successful bidder, who after, signing the agreement, is providing the services as enumerated in the RFP. It is also known as service hiring agency.
- 4.1.13** “Dialysis services” means, the scope of work together with Manpower and necessary equipment and consumables to perform hemodialysis of patients at the specified public health facility (s) under the contract.
- 4.1.14** “Tender Inviting Authority” means, “Director Family Welfare, Chhattisgarh,
- 4.1.15** “Unit” means the selected Public Health Facility (ies)

4.2 Abbreviations:

4.2.1 “AMC/CMC” means Annual/ Comprehensive Maintenance Contract

4.2.2 “BG” means Bank Guarantee

4.2.3 "CGMSC" means Chhattisgarh Medical Service Corporation

4.2.4 "DH" means District Hospital.

4.2.5 "DFW" means Director Family Welfare, Chhattisgarh

4.2.6 "EMD" means Earnest Money Deposit

4.2.7 “LoI” means Letter of Intent

4.2.8 “MoU” means Memorandum of Understanding

4.2.9 “RFP” means Request for Proposal

5.ELIGIBILITY CRITERIA FOR THE BIDDER

The bidder must possess the minimum qualifications, and required technical and financial capabilities in providing the services, necessary to meet the requirements, as described in the RFP. The bidder must also possess the technical know-how and the financial capacity that would be required to successfully provide the Dialysis services, which includes but not limited to, requisite manpower, equipment and the IT infrastructure, as sought under this RFP for the entire period of the contract. Invitation to this RFP is open to all bidders who satisfy the eligibility criteria as given below:

| Sr. | Particulars | Minimum requirements |
|-------|-----------------------------|---|
| 5.1.1 | Legal entity | The Bidder shall be a sole provider, Consortium will not be allowed. 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 Service provider should be registered as a legal entity. |
| 5.1.2 | Bidder turnover | 1. The principal bidder shall have an average turnover of Rs 5.00 Crores per annum in last three financial years that is (2018-2019, 2019-2020, 2020-2021) as per audited financial reports of (2018-2019, 2019-2020, 2020-2021) for the 3 last completed financial years. The above experience could be demonstrated by the single bidder only. Zero turn over in any financial year will not be accepted. |
| 5.1.3 | Nature & Experience of work | <ol style="list-style-type: none"> 1. The Bidder shall have a minimum of five years of experience in carrying out dialysis services in Govt. or public sector hospitals/PSU. In support of this, a statement regarding assignments of similar nature successfully completed during last five 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/PSU. should be specifically highlighted. (The decision of the Authority (DFW) 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.) 2. Operated & managed dialysis centers (Government / PSU), having at least a total of 50 Hemodialysis machines in any one of the three preceding financial years. 3. The above experience could be demonstrated by the single bidder only. 4. The Bidder should have Hemodialysis facilities, operational for at least 5 years prior to the submission date. 5. Bidder shall have successful track records of operating their existing dialysis machines has to show certificate of appreciation /Satisfactory Service Certificate by competent/ designated authority of Govt/ PSU |
| 5.1.5 | Blacklisting/ Bankruptcy | The bidder should not be debarred / blacklisted by Central Government / any State Government / PSU or under a declaration of ineligibility for corrupt or Fraudulent practices. There should be no police case pending against the bidder for corrupt practices. The bidder should not be bankrupt or filed for bankruptcy. An affidavit in this regard has to be submitted along with the proposal. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department. |

| | | |
|--|--------------------------|--|
| 5.1.6 | Essential registrations | <p>The bidder shall have the following Registrations and details of the same be provided in the technical bid:</p> <ul style="list-style-type: none"> a. EPF Registration if applicable b. GST Registration if applicable c. ESIC Registration if any if applicable d. PAN/ TAN Number |
| 5.1.7 | EMD | <p>A Bid Security amount of Rs. 10,00,000 (Rupees Ten lakh only) in the form of Demand Draft from any Nationalized bank issued in favor of "Director, Family Welfare Chhattisgarh" should accompany the Proposal.</p> |
| 5.1.8 | Qualified Human Resource | <p>Bidder must have minimum two qualified Nephrologist, minimum five MBBS Doctors, ten Dialysis Technician in pay role and having minimum two years of experience in bidder institute/ company with in last five years.</p> |
| <p>Eligibility criteria commitments to be printed in hundred rupees' stamp bond paper.</p> | | |

1. INSTRUCTIONS TO THE BIDDERS

1 General Instructions

- 1 The bidder should prepare and submit its offer as per instructions given in this section.
- 2 The Bid shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- 3 The Bids which are for only a portion of the components of the service shall not be accepted.
- 4 The prices quoted shall be **firm** and shall be excluding of taxes and duties. This shall be quoted in the financial bid format as per attached **Appendix F** only.
- 5 The Bid (techno-commercial and financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date and time of submission. Bids submitted after due date and time shall not be considered.
- 6 Bidder has to bring one set of technical bid documents at the time of opening of technical bid and submit it before the committee. This technical bid documents must be similar as technical bid submitted during e-tendering.

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 submission of Bid as given in the tender schedule. The Director Family Welfare shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3 Earnest Money Deposit (EMD)

- 3.1 The Bid shall be accompanied by Earnest Money Deposit A Bid Security amount of Rs. 10,00,000 (Rupees Ten lakh only) in the form of Demand Draft from any Nationalized Bank issued in favor of "Director, Family Welfare Chhattisgarh" should accompany the Proposal and should be valid till 180 days from the last date of submission of the bid as per Bank Guarantee Format provided in Appendix-G.
- 3.2 It may be noted that no Bidding entity is exempt from deposit of EMD. Bids submitted without EMD shall be instantly rejected.
- 3.3 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 3.4 EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

4 Preparation of Tender

The bids shall be made in TWO SEPARATE Cover (Envelop) as follows:

- 4.1 The first cover (Envelop) shall be marked as “TECHNO-COMMERCIAL BID” which shall be sent along with a forwarding letter (“Appendix-E”) and shall include the following:
- 4.2 Receipt regarding payment of Tender Cost.
- 4.3 Confirmation regarding furnishing Performance Security in case of award of contract. Annexure to be attached.
- 4.4 Original tender document duly stamped and signed in each page along with the Forwarding Letter confirming the performing the assignment as per “Appendix E”.
- 4.5 Particulars of the bidder as per “Appendix-D”
- 4.6 Copy of the Income Tax Returns acknowledgement for last consecutive three financial years.
- 4.7 Copy of audited accounts statement for the last three financial years
- 4.8 Power of attorney in favour of signatory to tender documents and signatory to Manufacturer’s Authorization letter.
- 4.9 Copy of the certificate of registration of the firm/company with the appropriate authority valid as on date of submission of tender documents.
- 4.10 A duly notarized declaration from the bidder in the format given in the “Appendix-I” to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State. List of annexures should be attached.

In addition to the above documents,

- 4.11 The Bid of the Authorized Agent shall include the manufactures authorization letter as per proforma given in “**Appendix -B**”.
- 4.12 The Bid of others (i.e., those who are neither manufactures nor authorized agents) shall include a statement regarding dialysis services performed by them in last three financial years and user’s certificate regarding satisfactory completion of such jobs as per proforma given in “Appendix -C”.
- 4.13 The second Cover/ Envelop shall contain the financial proposal and shall be marked “FINANCIAL BID”. Prices shall be excluding of all taxes & duties and quoted in the proforma enclosed at “Appendix F” as per scope of work / service to be rendered.

5 Tender Validity Period and renewal of contract

- 5.1 The tender shall remain valid for 180 days and
- 5.2 the contract, shall be done for a period of three years and extend for additional two years subject to availability of fund for the program/service and performance.
- 5.3 The contract may be extended for another term of two years based on review by tender committee of performance and with mutual consent
- 5.4 If extended the Agency shall be eligible for 5% escalation for the extended period

6 Tender Submission

The two cover containing both technical and the financial bid shall be in separate cover/envelop, which shall be superscripted with “TENDER NO.

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

7 Opening of Tenders:

The technical bid will be opened at the time & date specified in the schedule. The bidders may attend the bid opening if they so desire. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. EVALUATION OF TENDERS

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(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. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary / Non-Conformity

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

3. Bid Clarification

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

4. Bid Evaluation

- After the successful completion of all technical conformity the financial bids shall be opened. The financial bid consists of 02 (two) variables of financial proposal (**Appendix F**). L1 of each variable shall be declared separately.
- Authority may or may not award the L1 of both or any one of the variables depending on the availability of Dialysis machines from the department.
- There may be single party or multiple party having L1 in each variable.
- In-case there is tie in financial bids the decision of authority shall be final.

3. SCOPE OF WORK

1. The Service Provider shall be responsible for operationalization of Hemodialysis facility at selected public health facilities and provide services to the patients registered in by Government Hospital and referred by any government health facilities or private qualified practitioners. The patient should have domicile of Chhattisgarh for free of cost services under this scheme. Service provider will not be responsible for fistula formation / or related surgery.
2. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. (Those fixed asset created whereas the items/articles /assets related to infrastructure in terms of Building and accessory fittings and fixtures in the specified space of the hospital shall have to be left over on as is and where is basis)
3. To establish the dialysis services, any of the two following methods may be opted, across various selected district hospitals / public health facilities in the state.
 - i. **Model One: - Dialysis services offered by service provider where authority do provide dialysis machines for setting up the unit**

Place for setting up Dialysis Center as given in **Appendix 'A'** and machines would be provided by the Authority with FOUR YEARS AMC/CMC after warranty. Depending upon the work load of the selected public health facility/hospital, the number of machine may be increased or decreased in the identified hospital/public health facility. However the service provider needs to provide all the associated equipment and facilities like water treatment plant, Vital Signs Monitor and Defibrillators etc. and provide operational maintenance support for the Dialysis Machines and allied equipment etc. mentioned in appendix. Service providers will also provide additional machines/equipment as per the specification laid down in GOI guideline in case of dialysis machines are provided by the authority.

Or

- ii. **Model Two: - Dialysis services offered by service provider where authority do not provide any dialysis machines or other equipment for setting up the unit**

The service provider shall be allotted a space as given in **Appendix 'A'** (as fit to accommodate 6 beds) by the authority and the service provider shall make complete arrangements to make the dialysis facility operational (should factor all required infrastructure, dialysis machines, HR (trained full time Nephrologists, Medical officers, Nurses, technicians), supportive infrastructure beds etc., pediatric dialyzer

and all other consumables etc., operational and maintenance cost for the project including consumables and facility for pediatric patients.

- a. Service Provider should also provide dashboard for monitoring of service delivery with due diligence to patient privacy for administrative staff. Treating Nephrologist should have complete access to the dashboard.
 - b. SMS based appointment system for all patients enrolled for services
4. The decision to refer a patient for dialysis in selected public health facility should originate from a qualified specialist in a Government hospital. In all cases, the diagnostic tests (Urea, Creatinine, Sodium, Potassium, complete bio-chemistry & hematology profile) before and after the dialysis should be done through the free diagnostic program OR governments own laboratory. 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/ reports of authorized centre under nursing home /Clinical establishment act
5. 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 completely cashless to all patients referred by referred by any government health facilities or private qualified practitioners. The patient should have domicile of Chhattisgarh for free of cost services under this scheme. Service provider will not be responsible for fistula formation / or related surgery.

4. TERMS AND CONDITIONS

1 Signing of Contract

The Authority shall issue the Letter of Intent (LoI) for Award of Contract to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract unconditionally within 21 days of receipt of such communication.

2 Modification of Contract

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

3 Performance Security

- a. The successful bidder shall furnish a performance security in the shape of a Demand Draft/Bank Guarantee issued by a Nationalized Bank in favour of Tender Inviting Authority, Director Family Welfare for an amount equal to 5% of the annual cost which will be for 1 year renewable every year. The Bank guarantee shall be as per proforma at “**Appendix G**” and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of letter of Intent (LoI), failing which the EMD may be forfeited and the contract may be cancelled.

The contract value is calculated by the following formula:

The total contract value =

= No. of Machines X 12 X 52 X Contracted rate per procedure

(No. of machines X Minimum No. Procedures per week per machine X No. of weeks in a year X Contracted rate per procedure)

- b. If the firm / contractor violates any of the terms and conditions/clause of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Authority and the contract may also be cancelled.
- c. The Authority 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

- a. The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.
- b. Legal liability of the registered patient for the dialysis services provided by the bidder shall remain with the service provider. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.
- c. Any death certificate of registered patient who were in dialysis service under the scheme, shall be issued by the concern government institution.

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 Payment Mechanism

- a. 90% of the payment will be made on monthly basis within 30 days of submission of invoice through ECS that is Electronic Clearance System for all invoices raised. The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided.
- b. 10% of the payment will be made only after verification by cell/committee /agency/officer whoever will be designated by competent authority (Appendix P.2 would be used for verification and as per tender clause) as per which should take not more than 3 months.
- c. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

8 Penalty

- a. If the private partner does not start the operationalization of the Dialysis center within 3 months from the date of signing of Agreement, he will be liable for penalty of Rs 1000 per site per day once the place is completely ready and service provider is not able to operationalize, this will be on cumulative basis.
- b. If there is any complaint from the patients or their relative regarding denial of services, the service provider agency will be liable for penalty of Rs. 4000 for each case of denial, subject to verification of the complaint by the designated Contracting Authority either state or district level.
- c. If there is any complaint with regards to taking money from any of the patients, the private partner will be liable for penalty of, twice the amount what he has taken from the patients, and notice will be issued if proved by the committee setup by the Contracting Authority. Such type of three proved cases and notices, will compel to issue letter of recommendation for termination of service to higher authority. FIR to be lodged against the party.

9 Damages for Mishap/Injury

- a. 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 designated site (please define designated site/premises) premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.
- b. The Service Provider shall assume all responsibility and liability of every type of Claims resulting from the use and operation of the Dialysis Machines and Equipment.
- c. The service provider shall indemnify and hold harmless all the stakeholders including Trust & Authority from any and all Claims of whatsoever nature resulting from the use and operation of the Dialysis Machines and Equipments by the Dialysis Centre Operator.

10 Termination of Contract

- a. The Authority 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 Authority will have the right to award the contract to the next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulting bidder shall also be recovered to pay the balance amount of extra expenditure incurred by the Authority.

- b. It is desirable that the Dialysis Service Provider shall achieve the minimum utilization level of performing 40 dialysis procedures per machine per month within a period of twelve months from the date of commencement of services.
- c. Prior to the termination the Service provider will be served notice of termination explaining the reasons and will be given an opportunity to rectify the services within 30 days failing which the services will be terminated. Authority may consider a termination payment on the merit of the case.

11 Dispute resolution :

If dispute or difference of any kind shall arise between the Authority and the Bidder in connection with or relating to this RFP, either the Authority or the bidder shall make every effort to resolve the same amicably by mutual consultations other wise decision of Commissioner health Services shall be final and accepted to all parties.

12 Applicable Law and Jurisdiction of Court:

This RFP shall be governed and interpreted by the laws of India for the time being in force. The place where RFP is executed will be the respective and exclusive Jurisdiction of the High Court of Chhattisgarh to decide any dispute arising out of in respect of the RFP.

13 Other Terms & Conditions

- a. The Project will be awarded for a period of 3 + additional 2 years and the Dialysis 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 Dialysis Service Provider does not follow the rules, regulations and terms and condition 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. In any of these cases refurbished dialysis machine is not allowed.
- c. 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 dialysis service provider at its own cost, with due permission of the Authority (permission required only if the space is provided by the Authority).
- d. New Installation & continuation- The dialysis service provider shall commission the Dialysis facility within 90days of the signing of the contract by

both parties. In case of continuation of the dialysis service provider for the subsequent contract period, this time period shall not be valid.

- e. Dialysis service provider shall administer, manage and operate the Dialysis Machines and Equipment during the Term in accordance with (i) the latest and highest Operating Manual of the Manufacturer (and which will include good medical practices, investigation and all renal treatment modalities as prescribed by the relevant Authorities etc from time to time, (ii) follow all the ethical and social good practices around patient care;
- f. One Dialysis facility would be installed for selected public health facility/hospital. The list provided by state is attached as **Appendix A**. which may be changed as per the requirement and context. Numbers of machine may increase or decrease at location or other locations within the State. Rate will be calculated as per the rate approved in slab.
- g. The district hospital/ public health facility administration will not be responsible for any loss/ damage to the machine/property due to natural hazard and the service provider will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The agency should maintain and keep operational all equipment and assets given by the Department and return back to the department after the contract period. The contract and terms thereof shall be governed by indemnification clause. The Electricity and Water connection will be provided by the Authority till the entry of the point of service. However internal electrification, furnishing and plumbing will be the responsibility of service provider and the service provider will make payment for the consumption of electricity and water by installing a sub-meter on actual basis.
- h. All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the services provider agency.
- i. The Service Provider shall ensure that the qualified Personnel at the Dialysis centre, are trained regularly from time to time to offer quality Dialysis treatment to the patients.
- j. The Dialysis service provider shall provide for storage of soft copy and hard copy of all records at the District Hospital/public health facility 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.
- k. Dialysis Service Provider shall use the Dialysis Machines and Equipment with due care and caution and shall keep and maintain the Dialysis Machines and Equipment in good order and condition (reasonable wear and tear excepted).
- l. Dialysis service provider shall ensure best quality of tests & protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority. Dialysis Service provider to provide the Kt/v and standardised Kt/V report for each patient to the committee. Cost of evaluation will be borne by hired agency.
- m. Annual review of performance and observance of terms & conditions shall be carried out by a committee which shall include CMHO, Civil Surgeon/ In-charge of public health facility along with other members nominated by the

authority along with designated nodal officer of the district. The report of this annual review shall form the basis of continuity of the contract during the contract period and committee may recommend to the state based on the report. The Service Provider shall provide an access to audit/monthly reports/ bills /invoices including service logs to the Authority regarding the use of the Dialysis Machines and Equipment, number of patients treated, the fees charged etc as required by the Authority.

- n. The Dialysis service provider shall have to maintain an uptime of 90% with maximum 7 days of downtime at a stretch of any single dialysis machine of the facility. In case the Dialysis service provider fails to do so, the provider shall pay a sum equivalent to cost of a single dialysis multiplied by total number of dialysis done per day during the given month, for each day of shutdown beyond 7 days. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled. Medicolegal responsibility of Dialysis of patients during the procedure of dialysis will be remained with service hired agency / Service provider. Dialysis Service Provider shall make alternative arrangements for provision of dialysis (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 24 hours. The rates at which the Authority has engaged the service provider shall not change in any case.
- o. The payment should be made within 30 days of submission of Invoice by the service provider. The Invoice should be submitted along with the Monthly Report as per “ **Appendix K**”. A **NO-FEE RECEIPT** shall be provided by the Dialysis 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 the authority to the Dialysis service provider for the said services. All receipts shall be subjected to a verification **QUARTERLY AUDIT (Appendix P.2)** and **OTHER AUDIT REPORTS** submitted as part of annual work report of the Dialysis service provider for that facility.)

14. The records shall be maintained on a daily basis by the Dialysis service provider :

- a. Daily patients register including outside as well as for patients referred by District Hospital to be separately maintained.
 - b. Logbook for record of any breakdown /shut down of the machine/facility.
 - c. For Balance 10% payment, the Service Provider will submit bills along with Daily and Weekly monitoring reports **Appendix P & Appendix P.1** to MS/CMS/Director on every 7th day of a month, to the associated authority and payment will be provided as per Performance Linked payment after due approval of the verification by designated person/cell within ninety days of submission of bills.
- 15 The Dialysis service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility. The Dialysis 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 Dialysis center.
- 16 The service provider shall take a third-party insurance policy to cover the patients sent by the District Hospital/ public health facility by qualified doctor against any mishap during patient transport, inside the dialysis facility and for consequences arising due to reporting error.
 - 17 Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/ liability of the service provider.
 - 18 After the expiry of the contract agreement between the bidder and the authority, the Bidder shall vacate the space occupied and hand over the Dialysis machines and Equipment, in good and working condition to the authority in case if service provider received equipment or machines from authority, forthwith.
 - 19 The Authority and the Bidders agree, confirm, acknowledge that during the tenure of the Agreement (between the Authority and the Bidder) and thereafter at all point of time,
 - 20 The Bidder confirms and agrees that the allocation and use of the Dialysis Machine and Equipment is non-exclusive, non-assignable, non-transferable and a temporary revocable right to use the Dialysis Machine and Equipment till the tenure of the Agreement.
 - 21 The service provider shall provide a resuscitation facility with crash cart for providing lifesaving support if required by patients within the dialysis facility.
 - 22 Dialysis Service Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for facility as decided by the authority.
 - 23 The Dialysis Service provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation of the RFP conditions the Agreement shall be terminated after providing an opportunity of hearing to the bidder, at one month's notice. 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.
 - 24 The Dialysis Service provider shall be obligated to provide 24X7 (round the clock) dialysis services, if required to meet the work load ensuring that no patient has a wait time of more than 24 hours from the scheduled dialysis session. Further, the increase in dialysis units shall be according to space availability and in case of space constraint the service provider shall create a facility within 3 Km of district hospital/public health facility to meet patient load.

Sd/-
Director
Health and Family Welfare,
Chhattisgarh

LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

| Name of District Hospital/ Public Health Facility | No. of Dialysis Machines will be provided by the Authority/service provider (all depends on agreement) |
|--|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

- The number of units or machines/ locations may be increase or decrease as per the requirement of the department.

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

To
Director
Health and Family Welfare
Naya Raipur, Chhattisgarh

Ref. Your TE document No.-----, dated-----

Dear Sir,

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

1. Messrs----- (name and address of the agent)
is our authorized agents for -----
2. Messrs -----(name and address of the agent) have fully trained
and experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & Address of the Manufacturers]

Note:

1. **This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.**
2. **Original letter shall be attached to the tender.**

ASSIGNMENT OF DIALYSIS SERVICES SUCCESSFULLY COMPLETED

DURING LAST THREE YEARS

Attach users' certificates regarding satisfactory completion of assignments.

| Sr.No | Assignment contract No &date | Description of work services provided | No. of Machines | Contract price of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed (certificate to be attached) | Address of organization with Phone No. where assignment done |
|-------|------------------------------|---------------------------------------|-----------------|------------------------------|----------------------|--------------------|--|--|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |

Note: Attach extra sheet for above proforma if required.

Signature.....

Name

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by bidder)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organization Proprietor/Company/Trust/Not for Profit
5. Address of Service centers in the region:
 - (a) Total No. of services personnel at the existing center:
 - (b) Total No. of locations where organization currently has center
6. Number of service personnel: and mandate of Nephrologist, MD/MBBS, and Dialysis Technician qualification, council registration and experience in same organization and others, and primary/ secondary practice location if doing other places

| Name | Qualification | Council registration | Experience (Similar Service) |
|-------------|----------------------|-----------------------------|-------------------------------------|
| | | | |
| | | | |
| | | | (use extra sheet if necessary) |

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

Date:
Place:

Signature of Bidders
Name
Office Seal

FORWARDING LETTER FOR TECHNICAL BID

(To be submitted by all bidders on their letterhead)

Date.....

To
Director
Health and Family Welfare
Naya Raipur, Chhattisgarh

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

Sir,

We are submitting, herewith our tender for providing Dialysis services fornumber of districts in the state.

We are enclosing Receipt No.....or Bank Draft/Bankers Cheque No....., Dated.....(amount.....) towards tender cost/fee (if documents have been downloaded from website) and Bank Guarantee/ FDR No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favor of Director Family Welfare Chhattisgarh.

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per condition mentioned in Tender document.

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

Enclosures:

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

Signature of the Tenderer/Bidder.....

Seal of the Tenderer/Bidder.....

Appendix F

FINANCIAL BID

1. Name of the Tenderer/ Bidder.....
2. The Quote is for per session cost for dialysis as described in points 1.1.2, 8, Appendix-J, L, M and N of this tender document.

| Variable | Description of Services | Number of Dialysis Machine | Amount in (INR, Rounded up by Rs.1) per machine per session |
|----------|---|----------------------------|---|
| 1 | *Cost of Hemodialysis per session (With Machine) | 0 – 50 | |
| | | 51 – 100 | |
| | | 101 – 200 | |
| | | 201 – 300 | |
| | | 301 and above | |
| 2 | *Cost of Hemodialysis per session (Without Machine) | 0 – 50 | |
| | | 51 – 100 | |
| | | 101 – 200 | |
| | | 201 – 300 | |
| | | 301 and above | |

* Machine refer to Hemodialysis Equipment

*The quoted prices shall be excluding taxes and duties

*The quote excludes the cost of creation of AV fistula, AV fistula shall be which shall be responsibility of the beneficiary. There is provision for AV fistula creation under existing insurance which can be availed by the beneficiary.

Signature.....

Name.....

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Director Family Welfare,
3rd Floor, Indrawati Bhawan,
Naya Raipur, Chhattisgarh

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 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 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

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY (EMD)

(To be submitted on non-judicial stamp paper of appropriate VALUE purchased in the name of the issuing Bank)

1. Whereas
(Hereinafter called the “tenderer/Bidder”) has submitted their offer dated.....for the supply of
(Hereinafter called the “tender/Bidder”) against the Authority’s tender No.

2. KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto (hereinafter called the “Purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

3. CONDITIONS OF THIS OBLIGATION ARE:
(i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
(ii) If the tenderer/ bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
a. If the tenderer/bidder fails to furnish the Performance Security for the due performance of the contract.
b. Fails or refuses to accept/execute the contract.

4. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

5. This guarantee will remain in force up to and including 30 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date

..... (Signature of the authorized officer of the Bank)
..... Name of the officer
..... 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 document No. /

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

Signature of the bidder:

Date:

Name & Address of the Firm:

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

RECORDS FOR PROCEDURE

Dialysis center 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 another health facility)

2. Incident and accident (in logbooks)

- a. Complications related to dialysis procedure
- b. Complications related to vascular access
- c. Complications related to disease process
- d. Dialysis adequacy of patients on thrice weekly treatments
- e. Outcomes
- f. Staff/patient’s hepatitis status

3. Staff and patient vaccination and antibody titer status as applicable

- a. Hepatitis B (double dose) – 0, 1,2,6 months
- b. Influenza – annually
- c. Pneumococcal – every 5 years

4. Water treatment (Microbiologist non-medical/ medical to be empaneled for periodic monitoring)

- a. Bacteriological
- b. Endotoxin
- c. Chemical

5. Facility and equipment maintenance schedule

- a. Preventive maintenance
- b. Corrective measures

6. Monthly report required to be submitted along with the Invoice – One copy of the report to be forwarded to the Donor Agency as per details to be provided by the Authority.

MONTHLY REPORTS

Report For the Month & Year:

| Dialysis Machines | Dialysis Sessions / Day/ Machine | Total Dialysis / Month | Duration per Dialysis (hrs) |
|--------------------------|---|-------------------------------|------------------------------------|
| | | | |

MONTHLY PATIENTS DIALYSED ANALYSIS

| 12 Dialysis | 8 Dialysis | Less than 8 Dialysis | Total Stable Patients (Scr, HT, Hb) | Patients Dropouts | Patients Wait-listed | HBV, HCV, HIV Positive Patients |
|--------------------|-------------------|-----------------------------|--|--------------------------|-----------------------------|--|
| | | | | | | |

Deviation Report (if any):

1. Patients Charged Above Committed Dialysis Rate: _____
Deviation reasons:
2. Number of Dialysis Machines Not Working: _____
Reasons:
3. Details of Patient Awareness Initiative (if any):

EQUIPMENT LIST

Emergency equipment: The following equipment should be provided for by the service provider in any model either without machine or with machine:

| 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/nasal prongs/Spirit /cotton |
| 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

It is recommended to have the following minimum standards and staffing pattern for the Dialysis unit.

| Sr .No | Staff Ratio |
|---------------|---|
| 1 | Qualified Nephrologist / from recognized center (one for maximum 5 centres) performing one visit every fortnight and clinical review for all patients |
| 2 | Medical Officers – One doctor (MBBS) per shift (one shift = 8 hours) per unit. |
| 3 | Three qualified Dialysis Technicians/Nurses. Per unit |
| 4 | empaneled Dietician (optional), Non-medical or Medical Microbiologist (essential) for the project |
| 5 | Sweepers 1 for every unit per shift |
| 6 | Hospital attendant 1 for every unit per shift |

HEMODIALYSIS MACHINE & ASSOCIATED SYSTEMS

A. HD machine: To be provided by the Authority

B. DIALYSIS MACHINE & EQUIPMENTS SPECIFICATIONS:

Dialysis Machine with NIBP & TDMS Hardware

A. Open System

Transportation & Installation of Dialysis Machine at the Hospital

Comprehensive Warranty: 4 years

Comprehensive Insurance

B. HD machine: Storage Requirement

The Service Provider shall place the Dialysis Machines and Equipment's within the Hospital premises in a designated part of the Hospital. as per the Operating Manual of the Manufacturer and shall ensure that it shall not store any dangerous, inflammable or explosive material materials or articles or things near the Dialysis Machines and Equipment's by reason whereof any insurance effected by any insurer or warranty given by the Manufacturer on or in relation to the said Dialysis Machines and Equipment's may be rendered void or voidable and the service provider shall strictly comply with the recommendations of the Authority /Donor Agencies, the insurers and/or the Manufacturer in relation to storing and keeping the Dialysis Machines and Equipments in the Hospital. The Service Provider shall strictly comply with instructions of the Manufacture for maintaining, using, operating, preserving, etc the Dialysis Machines and Equipments.

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 the attesting should be performed. If the particular delivery system is equipped with a "self-alarm check" mode, it is important that the user understand that, most often, it is a check of the electronic circuitry, and not a confirmation of some of the vital functions of specific alarms.
9. 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.

Recommendation for once monthly evaluation and monitoring

11. Periodic (Monthly) Microbiological monitoring: water for production of dialysate and actual dialysate proportioned and exiting the dialyzer should be monitored for bacterial levels on no less than a monthly basis. Microbiological monitoring is performed to establish ongoing validation of proper disinfection protocols. The sampling should be done at the termination of dialysis at the point where dialysate exits the dialyzer. Results for total microbial counts shall not exceed 2,000 colony forming units per ml. For this agency has to empanel microbiologist (Non-Medical or Medical).
12. Assessing trends: Pertinent information, i.e., bacterial levels, conductivity and pH readings, etc., should be logged on a chart across a page so that readings can be examined and compared over an extended period of time. This tool makes it possible to compare current readings to those taken during the past several days/weeks/months.

D. Dialyzer (filter) specifications:

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

used in the dialysis unit may also be routinely stocked or should be made available at a short notice when the need arises.

E. Recommendations for dialyzer use in HD:

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

F. Dialysis fluid specifications:

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

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

at least 2monthly, preferably every 15 days. The colony count in dialysate samples collected at the termination of dialysis a) in a single pass system or b) in a re-circulating single pass system at the periphery of the re-circulating chamber containing the dialyzer shall be less than 2000 colony-forming units/ml. Dialysate containing glucose at 100- 200 mg/dl concentration should be used.

G. Recommendations for storing and mixing dialysis concentrate:

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

H. Water Treatment System:

1. Dual water treatment system is mandatory.
2. Each water treatment system includes reverse osmosis membranes.
3. The water treatment system components are arranged and maintained so that bacterial and chemical contaminant level in the product water does not exceed the standards for Hemodialysis water quality.
4. Proper function of water treatment system is continuously monitored during patient treatment and be guarded by audible or visual alarm that can be heard or seen in the dialysis treatment area in case performance of the water treatment system drops below specific parameters.
5. Written logs of the operation of the water treatment system for each treatment day are in place.
6. Procedure guidelines for Disinfection of Reverse Osmosis Machine and Loop as recommended by the manufacturer are in place.
7. No Hemodialysis procedure is performed during disinfection of the water treatment system and the loop.
8. Microbiological testing of the treated water from the water treatment system and the loop is done regularly and preferably monthly.
9. For dialysis unit performing HDF, testing of treated water for endotoxin at regular interval is needed.

10. Written record and results of microbiological and chemical testing of water are in place and reviewed. Corrective action is recorded if indicated.

I. Reuse of Haemodialyzers and related devices

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

J. Other Activities for patient care

1. Blood chemistry and haematocrit (or hemoglobin) of each dialysis patients are checked at regular interval (preferably every month) to ensure patient's well being and viral markers be tested every 3 months (HIV/HBsAg/HCV) iPTH and vitamin-D should be done every 6 monthly.
2. Contingency plan or procedures are available in case of equipment failure, power outages, or fire so that the patient health or safety can be ensured.
3. Drill for CPR and emergency conditions outlined are performed regularly.
4. Routine disinfection of active and backup dialysis machines are performed according to defined protocol. Documentation of absence of residual disinfectants is required for machines using chemical disinfectant.
5. Samples of dialysate from machines chosen at random are cultured monthly. Microbial count shall not exceed 200 colony forming units per millilitre (cfu/ml) for HD and shall not exceed 10 –1 cfu/ml for online HDF before IV infusion into the patient's circulation. Periodic testing of inorganic contaminant is performed.
6. Repair, maintenance and microbiological testing results of the hemodialysis machine are recorded with corrective actions where indicated.
7. All staff including janitorial staff is educated with clear instruction on handling blood spillage on equipment and the floor.
8. All blood stained surface shall be soaked and cleaned with 1:100sodium hypochlorite if the surface is compatible with this type of chemical treatment.
9. All new dialysis patients or patients who return to the dialysis unit after treatment from high- or unknown-risk areas are tested for HbsAg and Anti-HCV etc.
10. HBsAg/HCV-positive patient should be treated in a segregated area with designated Hemodialysis machines.
11. Carrier of HCV receives hemodialysis using designated machines.
12. Patient with unknown viral status is dialyzed using designated hemodialysis machines until the status is known.

CONTRACT FORMAT

CONTRACT FORM FOR PROVIDING DIALYSIS FACILITIES

Director Family Welfare,
3rd Floor, Indrawati Bhawan,
Naya Raipur, Chhattisgarh

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 20... between (name of tender
inviting authority) (hereinafter called the Authority) 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 entire RFP document including but not limited to, following documents shall be
deemed to form part of and be read and constructed as integral part of this Agreement,
viz.:
(i) Terms and Conditions;
(ii) Location and Description of Equipment;
(iii)Job Description;
(iv)Manufacturer's Authorization Form (if applicable to this tender);
(v) Purchaser's Notification of Award.
2. In consideration of the payments to be made by the Procurer the Service Provider hereby
covenants to provide the Comprehensive Maintenance Services for the specified
equipment in conformity in all respects with the provisions of the Contract.

3. The Authority hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs. _____ [(fill amount) equivalent to 5% (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 failing which the EMD shall be forfeited.
5. Payment terms: The payment will be made against the bills raised to the Authority by the Service Provider on 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 Procurer i.e. Office, Authority)

(Signature, name and address of authorized official)
For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____
(Name and address of the Provider)
(Seal of the provider)

Date: _____

Place: _____

MONITORING AND AUDIT FORMATS**Daily Checks-Report will be required during Audit.**

| Parameter | Remarks- In case of NO please specify the deficiency |
|---|--|
| 1. Dialysis M/C and Dialyzer Re-processors functional. | YES/NO- S/N of Machines to be recorded |
| 2. Water quality as per Association for the Advancement of Medical Instrumentation (AAMI) | YES/NO-Record the deficiency |
| 3. Availability of Doctor and Monitoring by Nephrologist as specified. | YES/NO- Record deficiency |
| 4. Availability of empaneled Dialysis Technicians. | YES/NO-Record deficiency |
| 5. Reuse of Dialyzer.(Max 5 times or till 75% of fibre volume) | YES/NO-Record deficiency |
| 6. Dialysis procedure time > 4 hrs | YES/NO-Record deficiency |
| 7. Availability of Power back up. | YES/NO-Record deficiency |
| 8. Cleanliness in Dry Storage area | YES/NO-Record deficiency |
| 9. Cleanliness in wet storage area. | YES/NO-Record deficiency |
| 10. Accessibility of waiting chairs | YES/NO-Record deficiency |

Comments and recommendations of the representative of the Nodal Officer

Signature of representative of Service Provider

Signature of representative of Hospital

Signature of Medical Superintendent

Weekly Monitoring Sheet

| Parameter | Complied/Not complied | Score Complied=10 Not complied=0 | Remarks |
|--|-----------------------|-------------------------------------|------------------------|
| 1. No dialysis machine and dialyzer down for more than 48 hours | YES/ NO | | Record S/N of MACHINES |
| 2. No legs of Bed/Chair broken and all mattresses in working condition. | YES/ NO | | Record deviation |
| 3. Power Back up availability | YES/ NO | | Record deviation |
| 4. Patient clinical record maintenance of pre and post | YES/ NO | | Record deviation |
| 5. Treatment as per standard treatment guideline by MoHFW and monitoring by Nephrologist for each patient personally at least a month.(to maintain records) | YES/ NO | | Record deviation |
| 6. Dialysis process timings more than 4 hours | YES/ NO | | Record deviation |
| 7. Display of Schedule at Nursing Station. | YES/ NO | | Record deviation |
| 8. Rectification of Daily Checks deficiencies as per daily checks. | YES/ NO | | Record deviation |
| TOTAL SCORE- Out of 80 | | | |

Recommendations and comments of representative of Medical Superintendent-

Signature of representative of Service Provider

Signature of representative of Medical Superintendent

Quarterly Internal Audit Sheet

| Parameters | Score: 1. Complied=2, 2. Partially Complied=1 3. Not Complied=0 | Remarks and records |
|---|--|---|
| 1. Whether all the Essential Equipment has been Calibrated, Maintained and are working. | | List the equipment not working |
| 2. Whether the Water Quality is as per AAMI Std | | Record the measured Water Quality |
| 3. Whether the Patients Schedule is Displayed | | |
| 4. Is the procedure timing recorded for each patient? | | Record the deviations if the timing is below 4 hours. |
| 5. Are the Waste Disposals being done as per the Act? | | |
| 6. Is the Dialyzer disposed off after maximum 5 uses or with less than 75% fiber volume and is this recorded | | |
| 7. Is the Dialyzer reused on the same patient and is the patient informed about this before the start of procedure. | | |
| 8. Whether key Manpower are all available. | | Name the manpower with their details and signatures |

Comments and recommendations of Auditors and advice to rectify the deficiencies if any

Member-1

Member-2

Member-3

Representative of Service Provider

Representative of Hospital