

DEPARTMENT OF HEALTH & FAMILY WELFARE  
(National Health Mission) Himachal Pradesh

Tender Enquiry Document For  
Provision of Dialysis Facility at  
District Hospitals Hamirpur,  
Chamba and Civil Hospitals  
Nurpur, Palampur & Ponta sahib  
In Himachal Pradesh

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# SECTION –I

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## 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 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 PPP mode. Further, a consultation with experts in this field as well as private service providers was held in the Ministry of Health & Family Welfare to discuss Public Private Partnership (PPP) for the envisaged program.

Public Private Partnership for Hemodialysis services:

Based on consultation with experts and discussion with some of the states implementing the Dialysis program in the PPP mode, the following was considered as the ideal and cost -effective approach.

- (i) It is desirable to roll out dialysis services in the states, beginning with the District Hospitals in a PPP mode. Direct provisioning by the state governments would be time consuming and likely to be costly and risky.
- (ii) Service Provider should provide medical human resource, dialysis machine along with RO water plant infrastructure, dialyzer and consumables.
- (iii) Payer Government should provide space in District Hospitals, Drugs, Power and water supply and pay for the cost of dialysis for the poor patients.

Financing the program:Currently, under NHM 100 % of the service procedure fees for patients from below poverty line (BPL) economic group is proposed to be covered. However, non BPL patients would have the benefit of accessing the services close to the community at the district hospitals at same rates as paid by the Government for the BPL patient. While there are health schemes such as RashtriyaSwasthyaBima Yojana (RSBY) funded by Govt. of India which cover hemodialysis procedure, it is evident that due to high cost and recurring sessions required over the life time, the total cost for providing dialysis cannot be adequately covered. However, for BPL families registered under RSBY, the cost of dialysis care shall be catered through RSBY funding up to its maximum coverage. The additional resources required would be provided to the state under the National Health Mission. The dialysis units has been started in district Hospital Mandi, Dharamshala ,Solana and Kullu. Similar work has been awarded for the district hospital Shimla, Bilaspur, Nahan and Una in HP under this program

## SECTION –II

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### NOTICE INVITING TENDER

National Health Mission Himachal Pradesh  
SDA Complex Kusumpti Shimal-9  
Email –md-hp-nrhm@nic.in  
Telephone Phone- 01772624505

### *NOTICE INVITING TENDERS*

1. Mission Director, National Health Mission (MDNHM) Himachal Pradesh invites sealed tenders from eligible service providers for supply of services as given in **Section-IV** of this document.
2. Schedule of Events

Sl. No.	Description	Schedule
1	Date of sale of Tender Enquiry Documents at MDNHM Office. (The document can be downloaded from our website <a href="http://www.nrhm.gov.in">www.nrhm.gov.in</a> )	On or before 22.9.2017 between 10 am to 5 PM in all working days
3	Cost of the Tender Enquiry Document	Rs 1000/-
4	Pre bid meeting in the office of MDNHM Shimla	16.9.2017 at 11 AM
6	Closing Date and Time of Receipt of Tender	23.9.17 till 12 noon in the office of MDNHM Shimla-9
7	Earnest Money Deposit (EMD)	Rs 1 lack rupees in the form of bank guarantee
8	Time, Date and Venue of Opening of Technical Tender/Bid	23.9.17 at 3 PM at NHM office Shimla-9
9	Time, Date and Venue of Opening of Financial Tender/Bid	Will be communicated later

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs 1000/- per set in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favor of **MDNHM HP** payable at Shimla . **In case the tender document is downloaded from our website then the tender fee of Rs 1000 shall be paid as demand draft during submission of the technical bid in a separate envelope**
4. All prospective renderers may or may not attend the Pre Tender meeting as per the schedule
5. Tenderers shall ensure that their tenders, complete in all respects, are submitted in the office of the MDNHM on or before the closing date and time indicated above failing which the tenders will be treated as late tender and rejected.

6. In the event of any of the above mentioned dates being declared as a holiday the tenders will be sold/received/opened on the next working day at the appointed time.
7. The Tender Enquiry Documents are not transferable.
8. All Tenders must be accompanied by EMD as mentioned against each item. Tenders without EMD shall be rejected.
9. Chief Medical Officer will be the Signing Authority and the Medical superintendent / In charge of the Hospital will be implementing the project and will be the implementing Authority and will be herewith be referred to as "Authority"
10. The bidder has to apply separately for each Hospital. So the tender fee will be charged Rs 1000 for each bid .However single technical bid is sufficient for all Hospitals but the EMD and the financial bid will be separate. The EMD will be charged for each hospital separately. For example a bidder applying for 5 hospitals has to deposit Rs 5000 (in separate envelope) as tender fee and 5 EMDs (amounting Rs 1 lack each for each hospital) separately but a single technical bid only
11. In the districts where any firm/bidder has been assigned the similar dialysis work already , the existing firm/bidder has to apply through tender process again for this tender. The lowest bidder will be identified by this tender process however the existing firm/bidder will have the right to opt for the services on the L-1 (lowest price). If the existing firm is not opting for the work on the L-1 then the work will be assigned to the L-1 qualified bidder selected through this tender process.(The condition has been laid down in some existing concession agreements like District Hospital Dharamshala at Kangra )

MDNHM Himachal Pradesh

## **SECTION –III**

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### **INSTRUCTIONS TO BIDDER**

#### **1. General Instructions**

- a) The bidder should prepare and submit its offer as per instructions given in this section.
- b) The tenders shall be complete with all documents and duly signed on each page by the authorized person and shall be submitted as a hard copy
- 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, duties and consumables required for the dialysis. No medicine/drug /no consumable shall be demanded from the patient. The financial bid shall be submitted in the format as per attached **Appendix 'F'** only.
- e) The tenders (technical and financial) shall be submitted (with a covering letter as per **Appendix 'E'**) before the last date of submission. Late tenders / bids shall not be considered.

#### **2. Inspection of Site and Equipment**

The interested bidder may inspect the locations where the services are to be rendered on working days till last date of sale of tender as given in the tender schedule. MDNHM shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

#### **3. Earnest Money Deposit (EMD)**

- a) The tender shall be accompanied by Earnest Money Deposit (EMD) as specified in the Notice Inviting Tender (NIT) in the shape of Bank Guarantee of a scheduled bank of Fixed Deposit from any Schedule Bank in favour of MDNHM HP payable at Shimla 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.
- b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) 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.

- d) 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 SEALED ENVELOPES for each hospital separately as follows:

- I. The **first envelopes** shall be marked in bold letter as **"TECHNICAL BID"** which shall be sent forwarding letter(**"Appendix-E"**) and shall include the following:
  - 1) Receipt regarding payment of Tender Cost.
  - 2) **Earnest Money deposit /E.M.D.**
  - 3) 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) Particulars of the bidder as per **"Appendix-D"**
  - 5) Copy of the Income Tax Returns acknowledgement for last three financial years.
  - 6) Copy of audited accounts statement for the last three financial years
  - 7) Power of attorney in favour of signatory to tender documents and signatory to Manufacturer's Authorisation letter if applicable.
  - 8) Copy of the certificate of registration of the firm/company with the appropriate authority valid as on date of submission of tender documents.
  - 9) A duly notarized declaration from the bidder in the format given in the **"Appendix-H"** 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.

*In addition to the above documents,*

- 1) The tender of the Authorized Agent shall include the manufactures authorization letter as per perform given in **"Appendix -B" if applicable.**
- 2) The tender of others (i.e. those who are neither manufactures nor authorized agents) shall include a statement regarding similar services performed by them in last one years and user's certificate regarding satisfactory completion of such jobs as per proforma given in **"Appendix -C"**.

- II. The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL BID”. Prices shall be inclusive of all taxes, duties including all consumables 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**

The tenders shall remain valid for 180 days and contract shall be for a period of 5 years and the prices quoted shall remain for the duration of the contract with 5% escalation on the quoted financial bid per annum with respect to preceding year. The contract may be extended for another term based on review of performance and with mutual consent.

## **6. Tender Submission**

The two envelopes containing both technical and the financial bid shall submitted separately. 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.

## **SECTION –IV**

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### **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 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 may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. MDNHM has the right to ask for any clarification or additional /support document from the bidder. He and his nominee has the right inspect, inquire anything about the dialysis service related issues. 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 purchaser 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.

## SECTION –V

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### SCOPE OF WORK

The Service Provider shall be responsible for operationalisation of *Dialysis* facility at district/sub-district hospital. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider.

I. The service provider is allotted adequate space by the authority and the service provider shall make complete arrangements to make the dialysis facility operational (should factor all required infrastructure, Human Resource, supportive infrastructure, pediatric dialyzer and all other consumables etc., operational and maintenance cost for the project including consumables and facility.

II. One dedicated machines for infective cases (Hepatitis B, Hepatitis C, HIV etc) shall be dedicated. Dialysis Machines would be provided by the Authority with FOUR YEARS AMC/CMC after warranty. However the service provider needs to provide the associated equipment and facilities like water treatment plant, Vital Signs Monitor and Defibrilators etc. and provide maintenance support for the Dialysis Machines and allied equipment.

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 services shall be provided completely free to the BPL (below poverty line and other notified patients) and on payment from non BPL patients on the price as quoted in the price bid. However the cost of the BPL and other notified patients shall be recovered from the RKS (Rogi Kalian Smiti) of the concerned hospital

## SECTION –VI

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### ELIGIBILITY CRITERIA

1. The Bidder shall be a sole provider or a group of providers (maximum 3) coming together as Consortium to implement the Project, represented by a lead partner. No bidder can place more than one bid in any form for the same hospital. 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.
2. The Bidder shall have a minimum of one year 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 one year 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. Operated & managed dialysis facilities, having at least a total of 6 Hemodialysis machines (one unit) in a year.
4. The above experience could be demonstrated by the single bidder or the lead member of the consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the technical eligibility independently.
5. The facilities should have operational Hemodialysis facility for at least 1 year prior to the submission date
6. The Bidders are not presently blacklisted by the Purchaser or by any State Govt. or its organizations by Govt. of India or its organizations.
7. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department
8. The principal bidder/lead partner shall have an average turnover of **Rs1.00 Crores per annum** in last three financial years. The above experience could be demonstrated by the single bidder or the lead member of the consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the technical eligibility independently.
9. In case of audited financials not being available for the last completed financial year, CA certified provisional financials should be provided
10. The principal bidder/lead partner shall be legally responsible and shall represent all consortium members, if any, in all legal matters
11. The principal bidder/lead partner shall have successful track records of operating their existing dialysis machines with efficiency of at least 6 dialysis machine

## **SECTION –VII**

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### **TERMS AND CONDITIONS**

#### **1. Signing of Contract**

The Authority shall issue the Notice 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 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 of Rs 10 lacks per hospital in the shape of a Demand Draft/Bank Guarantee issued by a Nationalised Bank in favour of Tender Inviting Authority. 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 Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- b) If the firm / contractor violates any of the terms and conditions 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**

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.

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 within 30 days of submission of invoice to the in charge of the Hospital . The bidder will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

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

The Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the designated site (please define designated site/premises) premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

The Dialysis Service Provider shall assume all responsibility and liability of any and every type and of all Claims resulting from the use and operation of the Dialysis Machines and Equipments and 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

## **8. Termination of Contract**

The Authority may terminate the contract, if the successful tenderer 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 purchase the same goods/ equipment from 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.

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.

9. Mediation/Conciliation:

- a) 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.

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

This RFP shall be governed by and interpreted in accordance with 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 Courts to decide any dispute arising out of in respect of the RFP.

**11. Other Terms & Conditions**

- a) The Project will be awarded for a period of 5 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.
- c) 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.
- d) Dialysis service provider shall administer, manage and operate the Dialysis Machines and Equipments 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;
- e) List of tests & their associated cost may be furnished as per **Appendix F**

- f) One Dialysis facility would be installed for every district/sub-district hospital. The list provided by state is attached as appendix A.
- g) 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 provide by the Authority ). The district /hospital 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 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 provider. The Service Provider shall ensure that the Personnel at the Hospital/Nursing Home/Dialysis centre, are trained regularly from time to time to offer quality Dialysis treatment to the patients
- i) The Dialysis 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.
- j) Dialysis Service Provider shall use the Dialysis Machines and Equipments with due care and caution and shall keep and maintain the Dialysis Machines and Equipments in good order and condition (reasonable wear and tear excepted) and shall ensure best quality of tests and 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. Annual review of performance and observance of terms & conditions shall be carried out by members nominated by the authority. The report of this annual review shall form the basis of continuity of the contract during the contract period. The Service Provider shall provide a access to audit/monthly reports/ bills /invoices including service logs to the Authority regarding the use of the Dialysis Machines and Equipments, number of patients treated, the fees charged etc as required by the Authority.
- k) The Dialysis service provider will provide 24x7 facilities. In case the service providers fails /refuses to provide dialysis services to patients a penalty of Rs 1000 per case will be levied and the amount shall be recovered from the performance security. 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. Dialysis Service Provider shall

make alternative arrangements for provision of dialysis 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.

- l) State authority shall make payment to the service provider for its services on monthly basis for all invoices raised for the previous month. 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 “Annexure-I”. 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 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 third party annual audit and the audit report submitted as part of annual work report of the Dialysis service provider for that facility-
- m) The records as per n and o below shall be maintained on a daily basis by the Dialysis service provider :
- n) Daily patients register including outside as well as for patients referred
- o) Log book for record of any breakdown/shut down of the machine/facility.
- p) 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.
- q) The provider shall take a third party insurance policy to cover the patients sent by the 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. After the expiry of the the contract agreement between the bidder and the authority, the Bidder shall vacate the space occupied and hand over the Dialysis machines and Equipments, in good and working condition to the authority, forthwith.
- r) 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, the Trust shall be the Sole Legal Owner and the Legal possession of the Dialysis Machines and Equipments shall exclusively vests with the Trust at all point of time. Neither the Authority nor the Bidder shall have any right, title, interest, claim, lien, encumbrance or charges in respect of the Dialysis Machines and Equipments.
- s) 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.

- t) Availability of Space, Electricity, water, shall be provided by the authority in accordance with Clause 11.g.
- u) The service provider shall provide a resuscitation facilities with crash cart for providing lifesaving support if required by patients within the dialysis facility.
- v) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for facility as decided by the authority.
- w) 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.
- x) 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

MDNHM HP

## Appendix-A

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### LOCATION OF FACILITY AND FACILITY WISE DESCRIPTION OF SERVICES REQUIRED

Name of Hospital	No. of Dialysis Machines to be provided by the Authority	Make and type of machines	Space to be provided by the corresponding Hospital (Yes/No)
District Hospital Hamirpur	6 (4 to be donated by Fairfax Company and 2 by local donors –Sarbat da Bhala, Charitable trust )	Fairfax- open system compatible with all type of HD disposables Local donor-Single patient dialysis machine Model-DIAMAX	Yes
District Hospital Chamba	6 (all six to be donated by Fairfax)	Fairfax- as above	Yes
Civil Hospital Nurpur	3 (all three to be donated by Fairfax)	Fairfax- as above	Yes
Civil Hospital Ponta sahib	3 (1 to be donated by Fairfax and 2 by local donors –Sarbat da Bhala and Rotary	Fairfax- as above Local donor- Standing towers above 200*400mm ,NIPRO	Yes
Civil Hospital Palampur	3 ( 1 machine to be donated by Fairfax and two by local donors)	Fairfax- as above Local donor-single patient ,Surdial 55 plus,NIPRO	Yes
Total	21		

## Appendix-B- Submit, if APPLICABLE

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

To

The MDNHM

Ref. Your Tender notice -----, dated-----

Dear Sirs,

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.

## Appendix-C

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### **ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST ONE YEARS**

To whom it may concern

It is certified that MS/name of the bidder/firm/party has successfully operationalized /run the dialysis unit (at least with 6 machines) in the following institute from date .....to .....

Name and signature of the in charge of the Hospital  
Date & stamp

## Appendix-D

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### PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all tenderers / bidders AND in case of consortium separately by all the members of the consortium)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
4. Type of Organisation  
:Prop./Partnership/Company/Consortium/Trust/ Not for Profit Organization
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)
		(use extra sheet if necessary)

7. Whether the bidder has 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 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
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Date:  
Place:

Signature of Bidders  
Name  
Office Seal

## Appendix- E

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### Forwarding Letter for Technical Bid

(To be submitted by all bidders/tenderer on their letterhead)

Date.....

To

The MDNHM

Sub: Tender for supply of services under Tender dated

Sir,

We are submitting, herewith our tender for providing Dialysis services for .....(name of the hospital)

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 MDNHM

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per Clause No. 3 of Section VI of Tender Enquiry document.

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

Enclosures:

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

Signature of the Tenderer.....

Seal of the Tenderer.....

## Appendix-F

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### FINANCIAL BID

1. Name of the Tenderer.....
2. The Quote is for per session cost for all the supporting infrastructure (such as RO plant etc.), HR (qualified Nephrologist, trained medical officers, Nurses, technicians,) supportive infrastructure, dialyzer, tubings , essentials medications like erythropoietin, IV Iron and all other consumables etc., operational and maintenance cost for the project. However the Fistula making charges if applicable will be as per CGHS rates. The quote excludes the cost of dialysis machines since they would be provided for by the Government, however takes into account all such costs as may be incurred in their shipment, logistics, installation and other associated activities. The Dialysis Machines will be with Four Years warranty/CMC and the fifth year will be provided by the bidder.
3. The bidder is expected to deliver the services for a minimum period of five years
4. The bidder has to deposit 5% of the contract value as performance security in form of Irrevocable Bank Guarantee with validity through the duration of the contract.

Description of Services	Price
Price quoted per dialysis including all type of taxes and consumables for Hemodialysis session (No consumable/ medicine/ nothing shall be demanded from the patient)	Rs .... In words (.....)

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

Signature of the Authorized signatory .....

Name.....

## Appendix-G

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### PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The MDNHM HP

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

## 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") has submitted their offer dated.....for the  
supply of .....  
(hereinafter called the "tender") against the Purchaser's tender enquiry 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 of .....20.....

### 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 having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a. If the tenderer 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

## Appendix - H

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### 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 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.

# Appendix-I

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## 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
- 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

- 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 alongwith 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:**

<b>Dialysis Machines</b>	<b>Dialysis Sessions / Day/ Machine</b>	<b>Total Dialysis / Month</b>	<b>Duration per Dialysis (hrs)</b>

### **MONTHLY PATIENTS DIALYSED ANALYSIS**

<b>12 Dialysis</b>	<b>8 Dialysis</b>	<b>Less than 8 Dialysis</b>	<b>Total Stable Patients (Scr, HT, Hb)</b>	<b>Patients Dropouts</b>	<b>Patients Waitlisted</b>	<b>HBV, HCV, HIV Positive Patients</b>

Deviation Report (if any):

1. Patients Charged Above Committed Dialysis Rate: \_\_\_\_\_
2. Deviation reasons:
3. Patients Charged Above Committed EPO Rate: \_\_\_\_\_
4. Deviation reasons:
5. Patients Charged Above Committed IV Iron Rate: \_\_\_\_\_
6. Deviation reasons:
7. Patients Charged Above Committed Fistula Making Rate: \_\_\_\_\_
8. Deviation reasons:
9. Number of Dialysis Machines Not Working: \_\_\_\_\_
10. Reasons:
11. Details of Patient Awareness Initiative (if any):

## Appendix-J

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### 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/nasal prongs
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

## Appendix-K

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### STAFFING

The minimum number of key personnel with minimum qualification and experience would require to be provided by the successful bidder as.

S.No.	Description	Minimum Qualification and experience	Number
1	Consulting Nephrologists (in house/on call /on tele-consultation)	DM or DNB in Nephrology or MD Medicine with at least two year experience in dialysis (to be certified by an expert of the dialysis centre)	1
2	Dialysis Doctor ( at least one will be available 24X7 in the centre )	MBBS with at least 1 years experience in dialysis (to be certified by an expert of the dialysis centre)	2
3	Dialysis Technician( at least one will be available 24X7 in the centre )	At least one year certificate course in Dialysis Technology	4
4	Nurses( at least one will be available 24X7 in the centre )	Certified Auxiliary nurse midwife (ANM) or GNM (General Nursing and Midwifery)	4
5	Ward Boys/Attendant( at least one will be available 24X7 in the centre )	At least one year experience in any Government/private hospital or clinic (to be certified by the in charge of the institute)	2

## Appendix-L

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### Hemodialysis Machine & associated Systems

#### A.HD machine: To be provided by the Authority

#### **DIALYSIS MACHINE & EQUIPMENTS SPECIFICATIONS to be Provided by the Authority as per annexure- A**

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 Equipments within the Hospital 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 Equipments 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 Equipments may be rendered void or voidable and the service provider shall strictly comply with the recommendations of the 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 dialyzers 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 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 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.

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 delivery 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., cuprophane). Cuprophane 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 bereused.

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

Dialysate, or dialysis fluid, is a non-sterile aqueous solution with anelectrolyte 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 2 monthly, 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 1 hour of Citric and thermal disinfection 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 healthy 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 1:100 sodium 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.

## Section- IX

### CONTRACT FORMAT

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PLEASE NOTE THAT THE CONTRACT BETWEEN THE AUTHORITY AND THE SUCCESSFUL BIDDER HAS TO BE IN DETAIL AND NOT THE BELOW. FURTHERMORE THE SAME HAS TO SPECIFY THAT THE TRUST IS THE OWNER OF THE DME.

#### 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 ..... Dated .....and subsequent Amendment No ....., dated ..... (if any), issued by the Tender Inviting Authority (ii) Service provider's Tender No ..... Dated .....and subsequent communication(s) No ..... Dated ..... (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the ..... Day of ..... 20... between (name of tender inviting authority) (hereinafter called the **Procurer**) of one part and ..... (name of service provider)(Hereinafter called the **Service Provider**) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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) 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 equipments in conformity in all respects with the provisions of the Contract.
3. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
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 Procurer by the Provider on weekly 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 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: \_\_\_\_\_