



MISSION DIRECTOR NATIONAL HEALTH MISSION, J&K

Jammu Office: Regional Institute of Health & Family Welfare, Nagrota, Jammu.

Fax: 0191-2674114; Telephone: 2674244. Pin: 181221

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Notice Inviting e-Bids

For and on behalf of the Governor of Jammu & Kashmir State, online bids are invited from the firms/ bidders, registered with the Health & Medical Education Department, Govt. of Jammu and Kashmir for Operationalization of Dialysis Service at 10 identified District Hospitals in J&K under “Pradhan Mantri National Dialysis Programme (PMNDP)” through Public Private Partnership (PPP) Mode as per detailed scope of work and terms & conditions mentioned in the NIT available on the website(s) www.jktenders.gov.in and www.jknhm.com.

**Sd/-
Mission Director
NHM, J&K**

No: SHS/NHM/J&K/4926-37

Dated: 24.06.2017



PURCHASE COMMITTEE, STATE HEALTH SOCIETY,
NATIONAL HEALTH MISSION, JAMMU AND KASHMIR

Name of the Group/ Project: Operationalization of Dialysis Service at 10 identified District Hospitals in Jammu and Kashmir under “Pradhan Mantri National Dialysis Services Programme (PMNDP)” through Public Private Partnership (PPP) Mode

NOTICE INVITING ONLINE BIDS

E-TENDER NOTICE 05 OF 2017

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For and on behalf of the Governor of Jammu & Kashmir State, online bids are invited from the firms/bidders, registered with the Health & Medical Education Department, Govt. of Jammu and Kashmir for Operationalization of Dialysis Service at 10 identified District Hospitals in J&K under “Pradhan Mantri National Dialysis Programme (PMNDP)” through Public Private Partnership (PPP) Mode as per detailed scope of work and terms & conditions mentioned in this NIT:

S. No.	Particulars of the Tender	Cost of Tender Fee & Tender Processing Fee	Earnest Money
01	Operationalization of Dialysis Service at 10 identified District Hospitals in J&K under Pradhan Mantri National Dialysis Programme (PMNDP) through Public Private Partnership (PPP) Mode	Rs.2,500/- only to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c	Rs.1,00,000/- only in the shape of CDR/ FDR, pledged to the FA & CAO, National Health Mission, J&K

1. Detailed tender document for the above work can be seen on the website www.jktenders.gov.in and www.jknrh.com from **28.06.2017 (1400 hrs.)**
2. The tender document can be downloaded from the above website from **28.06.2017 (1600 Hrs)** onwards.
3. Pre-Bid meeting shall be held in the Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K) on **12.07.2017 at 1400 Hrs.**
4. In order to avoid any kind of confusion, bids shall be submitted in electronic format on website www.jktenders.gov.in only from **14.07.2017 (1400 Hrs) upto 27.07.2017 (1600 Hrs)**.
5. The uploaded bids on the website will be opened on **29.07.2017 (1400 Hrs)** in Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K) in presence of bidders who wish to attend. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
6. Proof of deposit of Tender fee (including cost of Tender Document & Tender Processing Fee) amounting to Rs.2,500/- (Rupees Two Thousand Five Hundred only), to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 “Non-NHM Funds at SHS Level” with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023) and Earnest Money Deposit, in the shape of CDR/ FDR, **pledged to the FA & CAO, National Health Mission, J&K**, in original, should reach to the office of FA & CAO, State Health Society, NHM, J&K alongwith documents and undertaking mentioned at Annexure “B” through Speed Post/ Regd. Post/ in-person before due time of submission of bid. Purchase Committee of State Health Society, NHM, J&K shall not be responsible for any delay due to any reason.
7. Original copy of affidavit on Rs.100/- stamp paper duly attested by **1st Class Magistrate** with the effect that:

- a. The documents/ catalogues alongwith authority letter etc enclosed with the bid are genuine and have not been tampered or fabricated.
 - b. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ bidder.
 - c. If anything is found misleading/ false at any stage, I/ we shall be responsible and deem to any legal action against me/ us.
8. Complete bidding process will be on-line. Price bids are not to be submitted in physical form.
 9. Any clarification can be had from the office of the undersigned on any working day between 10.00 AM to 5.00 PM. In addition, queries regarding this NIT can also be submitted on the mail ID: mdnhmjk@gmail.com.
 10. Any Correspondence, required to be made regarding this tender, shall only be entertained if it is from the Proprietor/ Partner/ Managing Director/ Chairman of the bidding entity or its duly authorized signatory*.
*Authorized Signatory means a person duly authorized by the competent authority viz., Proprietor/ Partner/ Managing Director/ Chairperson/ Board of Directors through Power of Attorney to sign on behalf of the Firm/ Company.

**Sd/-
Mission Director
NHM, J&K**

No: SHS/NHM/J&K/4926-37

Dated: 24.06.2017

Copy for information to the: -

1. Commissioner/ Secretary to Govt., H&ME Deptt. (Chairman Executive Committee, SHS, J&K), Civil Secretariat, Srinagar
2. In-Charge, Programme Manager (IT), NHM, J&K to place the tender documents on web-site of NHM
3. **Joint Director Information Department Jammu for publication of Tender Notice in at least two leading National Papers and two local papers each from Jammu and Kashmir Division. Cuttings of the same be sent to this office for confirmation.**

Schedule of critical dates to be observed with respect to notice inviting online bids for Operationalization of Dialysis Service at 10 identified District Hospitals in J&K under Pradhan Mantri National Dialysis Programme (PMNDP) through Public Private Partnership (PPP) Mode

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	28/06/2017 at 1400 Hrs
2	Start Date of Downloading RFP from Website	28/06/2017 from 1600 Hrs
3	Websites for Downloading RFP	www.jktenders.gov.in , www.jknrh.com
4	Last Date of Downloading RFP from Website	27/07/2017 upto 1600 Hrs
5	Pre-Bid Meeting	12/07/2017 at 1400 Hrs
6	Venue of Pre-Bid Meeting	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
7	Website for Submission of Bids (Technical as well as Financial)	www.jktenders.gov.in
8	Start Date for Submission of Online Bids	14/07/2017 from 1400 Hrs
9	Last Date for Submission of Online Bids	27/07/2017 upto 1600 Hrs
10	Date of Opening of Technical Bids	29/07/2017 at 1400 Hrs
11	Place of Opening of Technical Bids	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
12	Date of Technical Presentation	To be Notified Separately
13	Date of Opening of Financial Bids	To be Notified Separately
14	Tender Fee (including Cost of Tender and Tender Processing Fee) (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023)	Rs.2,500/- (Rupees Two Thousand Five Hundred only)
15	Registration Fee (in case of new bidders only who are not already registered with Health & Medical Education Deptt.) (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023)	Rs.5,000/- (Rupees Five Thousand only)
16	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K)	Rs.1,00,000/- (Rupees One Lakh only)

**Sd/-
Mission Director
NHM, J&K**

Instructions to Bidders regarding e-tendering Process

1. The interested bidder can download the notice inviting EoI/ bidding document from the website <http://jktenders.gov.in>
2. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
4. Bids will be opened online as per time schedule mentioned in the notice inviting EoI.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
6. The State Health Society, J&K will not be responsible for delay in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled and submitted online.
8. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Speed Post/ Registered Post/ In-Person as per the time schedule specified.
9. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
10. Bidders can contact the FA&CAO, SHS, NHM, J&K for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
11. Bidders are advised to use "My Documents" area in their user on <http://jktenders.gov.in> e-tendering portal to store important documents like Balance sheet, VAT Certificate, Sales Tax Clearance Certificate, IT certificate, and other relevant documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
12. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
13. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.

Instructions regarding Registration of Bidders/ Submission of Bids

1. Bidders should be registered with the Health and Medical Education Department, Jammu and Kashmir.
2. New bidders can register themselves with the State Health Society, National Health Mission, J&K by submitting requisite documents alongwith registration fee, non-refundable, of Rs.5,000/- (Rupees Five Thousand only) to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023). Bidders shall have to submit notarized copies of following documents to the SHS, NHM, J&K for registration purposes, failing which bids will not be accepted:
 - a) Proof of deposit of Registration fee, non-refundable, of Rs.5,000/- (Rupees Five Thousand only), through online/ RTGS transfer, in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023);
 - b) Bidders shall have to submit notarized copies of following documents to the Purchase Committee, SHS, NHM, J&K for registration purpose, failing which bids will not be accepted:
 - i. Pan Card of the Organization and Authorized Signatory;
 - ii. Certificate of registration for Service Tax;
 - iii. Annual Turnover Certificate from Chartered Accountant not less than Rs.15.00 Crores in preceding three financial years;
 - iv. PAN Based copies of ITR for the preceding three years;
 - v. Certificate of registration under Employees State Insurance Act;
 - vi. Certificate of registration under Employees Provident Fund Act;
 - vii. Documentary evidence with respect to minimum three years' experience in carrying out similar type of assignment/ service in Private or Public Sector. In support of this, a statement regarding assignment of similar nature successfully completed during last three years should be submitted as per proforma in **annexure 'D'**. Experience certificate regarding satisfactory completion of assignment should also be submitted. The assignment of Govt. Depts./ Semi Govt. Depts. should be specifically brought out. Decision of the Purchase Committee, SHS, NHM, J&K 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;
 - viii. Documentary evidence regarding operationalization and management of dialysis facilities, having at least 50 Hemodialysis machines in any one of the preceding three financial years;
 - ix. An affidavit on Rs.100/- stamp paper duly attested by 1st **Class Judicial Magistrate** with the effect that:
 - a. The documents/ catalogues alongwith authority letter etc. enclosed with the bid are genuine and have not been tampered or fabricated.

- b. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ bidder.
 - c. If anything is found misleading/ false at any stage, I/ we shall be responsible and deem to any legal action against me/ us.
- c) **Registration of new bidders will commence from the date of uploading of the notice inviting online bids and shall close three days prior to the submission of online bids.**

3. Complete bidding process will be on-line.

4. **Bids are to be submitted under two cover system:**

A) **COVER 1st (Technical Cover), marked in bold letters as “Techno-Commercial Bid”, and should contain:**

- 1. Proof of deposit of tender fee (cost of tender & tender processing fee) to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K’s Bank A/c No.: 0021040500000042 “Non-NHM Funds at SHS Level” with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKA0LUXURY; MICR Code: 180051023); and
- 2. Scanned copy of EMD in the shape of CDR/ FDR, **pledged to the FA&CAO, National Health Mission, J&K.**

CDR/ FDR Format:

Received from M/s.....pledged to the _____

- 3. Annexures A to I, duly filled, ink-signed and notarized.
- 4. Scanned Copy of an affidavit on Rs.100/- stamp paper duly attested by 1st **Class Judicial Magistrate** with the effect that: -
 - i) The documents/ catalogues alongwith authority letter etc. enclosed with the bid are genuine and have not been tampered or fabricated.
 - ii) The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/ any other investigating agency, case pending against the firm/ bidder.
 - iii) If anything is found misleading/ false at any stage, I/ we shall be responsible and deem to any legal action against me/ us.

Scanned copies of below mentioned documents can be uploaded from My Document area.

- a) Pan Card of the Organization and Authorized Signatory;
- b) Certificate of registration for Service Tax;
- c) Annual Turnover Certificate from Chartered Accountant not less than Rs.15.00 Crores in preceding three financial years;
- d) PAN Based copies of ITR for the preceding three years;
- e) Certificate of registration under Employees State Insurance Act;
- f) Certificate of registration under Employees Provident Fund Act;
- g) Documentary evidence with respect to minimum three years’ experience in carrying out similar type of assignment/ service in Private or Public Sector; and

- h) Documentary evidence regarding operationalization and management of dialysis facilities, having at least 50 Hemodialysis machines in any one of the preceding three financial years

Documents submitted at the time of registration of bidders need not be submitted again unless and until there is some change/ amendment/ renewal in such documents.

Below Mentioned Documents have to be submitted with the office of the FA&CAO (Chairman), Purchase Committee, State Health Society, National Health Mission, J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K):

1. EMD, in original;
2. Affidavit, in original;
3. All the above documents from **a to h**, duly signed & notarized; and
4. Tender document, alongwith Annexure 'A' to 'I' duly signed & notarized

B) COVER 2nd (Financial Cover), marked in bold letters as “Financial Bid”, and should contain:

1. Bidders shall have to submit financial bid strictly as per the BOQ, uploaded on www.jktenders.gov.in;
2. Bidders shall have to submit financial bid as per Annexure “E” and scope of work/ service to be provided as given in this NIT;
3. Financial bid (Price bid) will have to be submitted **on-line only** and shall not be submitted in physical form, failing which online bid will be treated as cancelled;
4. Prices shall be fixed and inclusive of all taxes & duties presently in force.

Both the envelopes containing the technical and the financial cover, duly sealed in a single envelope and super-scribed with “Tender No.: 05 of 2017 – Due Date for Opening of Technical Bids: 31.07.2017”, shall reach to the office of FA&CAO, State Health Society, NHM, J&K through Speed Post/ Regd. Post/ in-person before due date & time of submission of on line bids.

5. Financial bids of only those bidders will be opened who qualify in Technical evaluation alongwith Technical Presentation. Date of opening of financial bids will be notified separately.

In acceptance
Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Special Terms & Conditions

A) Scope of Work/ Service to be Provided:

1. Detailed scope of work/ service to be provided by the Successful Bidder, hereinafter referred to as 'Service Provider', is given in detail hereunder in this document.
2. Service Provider shall be responsible for operationalization of *Dialysis* service at identified District Hospitals to the patients coming from various health facilities.
3. Service provider shall not be entitled to levy any charges from the patients of "Below Poverty Line (BPL)". However, in case of patients "Above Poverty Line (APL)", price coming into force as a result of this notice inviting bid, as per the scope of work read with annexure "E", can only be charged
4. Service Provider is expected to deliver the services for a minimum period of five (5) years.
5. The decision to refer a patient for dialysis in District Hospital should originate from qualified Nephrologist/ Physician.
6. In all cases, the Diagnostic Tests (Urea, Creatinine, Sodium, Potassium, complete Bio-Chemistry & Hematology profile) before and after the dialysis should be done from any Govt. Lab under "Free Diagnostic Service" initiative. Incorrect laboratory tests may lead to wrong referral for dialysis hence due precautions should be taken to refer a patient for dialysis and laboratory reports before and after the dialysis cycle should be recorded.
7. Service Provider is required to achieve minimum utilization level of at least 40 Dialysis Sessions per Machine per Month.

B) Facilities to be provided by the District Hospital to the Service Provider:

- a) Two (2) dialysis machines plus one (1) dedicated machine for infective cases (Hepatitis B, Hepatitis C, and HIV etc.) or four (4) dialysis machines with one/ two (1/ 2) dedicated machine for infected cases or five (5) dialysis machines with one (1) machine dedicated for isolation cases would be provided through the District Hospital Authorities;
- b) Dialysis Machines provided will be with four (4) years warranty/ CMC and the fifth (5th) year will have to be provided by the bidder;
- c) Space (@ 200 sq. ft. per machine) at the District Hospital level is to be provided by Hospital Authorities;
- d) Facilities such as Observation Rooms, Recovery Rooms; and
- e) Electricity and water connection till the entry of the point of service is also to be provided by the District Hospital Authorities.

C) Services to be Provided/ Arrangements to be managed by the Service Provider:

- a) Service provider shall be obligated to provide 24X7 (round the clock) dialysis service, if required, to meet the workload ensuring that no patient shall have to wait for more than 24 hours from the scheduled dialysis session.
- b) Service provider shall make complete arrangements to make the dialysis service operational (should factor all required Infrastructure, HR (Trained Nephrologists/ Physician, Medical Officers, Nurses, Technicians), Supportive Infrastructure, Pediatric Dialyzer and all other consumables etc., Operational and maintenance cost for the project including consumables and facility for pediatric patients also.
- c) List of equipment alongwith suggestive minimum standards and staffing pattern for dialysis unit, to be managed by the service provider, as given at Annexure "G" and "H". In addition, detail of Dialysis machines & equipment, to be provided by the District Hospital, is given at Annexure "I".
- d) 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 from the District Hospital Authorities.

- e) Service provider needs to provide the associated equipment and facilities like water treatment plant, vital signs monitor and Defibrillators' etc. and will provide maintenance support for the dialysis machines and allied equipment.
- f) Internal electrification, furnishing and plumbing will be the responsibility of service provider and the service provider will make payments for the consumption of electricity and water by installing a sub-meter on actual basis.
- g) Service provider shall provide resuscitation facilities alongwith crash cart for providing lifesaving support, if required by patients within the dialysis facility
- h) Service provider shall take a third party insurance policy to cover the patients against any mishap during patient transport, inside the dialysis facility and for consequences arising due to reporting error. Conforming to the provisions of Consumer Protection Act shall be the sole and absolute responsibility/ liability of the service provider.
- i) Provide dashboard for monitoring of service delivery with due diligence to patient privacy for administrative Staff. Treating Nephrologists/ Physician should have complete access to the dashboard.
- j) Develop SMS based appointment system for all patients enrolled for services.
- k) Arrange for appropriate and adequate signage and IEC (Information-Education-Communication) activities for facility as communicated by State Health Society.
- l) Service provider shall have to maintain following records on daily basis:
 - i. Daily patients register including outside as well as for patients referred by District Hospital to be maintained separately; and
 - ii. Log book for record of any break down/ shut down of the machine/ facility.

D) Financial Bid

- a) Bid parameter is %age of Discount over the Base Rate of Rs 950/- per session/ procedure.
- b) The quote shall be for Per Session Cost for all the Supporting Infrastructure (such as RO Plant etc.), HR (Qualified Nephrologist/ Physician, Trained Medical Officers, Nurses, Technicians,) Supportive Infrastructure, Dialyzer, Tubings , Essential Medications like, Erythropoietin, IV Iron and all other Consumables etc., Operational & Maintenance cost for the Project. However, Fistula making charges, if applicable, will be charged extra as per CGHS Rates.
- c) The quote excludes the cost of Dialysis Machines since these are provided under National Health Mission.
- d) ***If the rates offered by two or more bidders are found to be the same, then the equivalent bidders may be asked to submit financial bids with revised prices within the time given by the State Health Society, NHM, J&K. In case, even after that the prices quoted by two or more bidders are found to be same, the contract will be administered through all such bidders with mutual consent.***

UNDERTAKING:

I/ We do have read and clearly understood all the above-mentioned terms and conditions and hereby agree to abide by all these terms and conditions.

In acceptance
 Sig. & Seal of the Bidder
 alongwith Full address
 Contact No.:
 e-Mail ID:

Eligibility Criteria

1. Bidder should be registered as a legal entity. Any Individual or group of Individuals, unless registered as a legal entity, cannot participate in the bidding process.
2. The bidder shall be a sole provider or a group of providers (with maximum 3 members) coming together as consortium to implement the Project, represented by a lead partner. A bidder cannot bid as a sole provider as well as a member in a consortium.
3. No bidder can place more than one bid in any form in the State.
4. Bidder should have average annual turnover, preferably from Healthcare business, of at least Rs.15 Crores, as per the Audited/ Provisional Income Statements of the last three financial years. Certificate from Chartered Accountant, in Original, should be attached
5. The bidder shall have minimum of three years of experience in carrying out similar type of assignment/ service in Private or Public sector. A statement regarding assignments of similar nature successfully completed during last five years should be submitted as per annexure 'D'. Experience 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 Purchase Committee as to whether the assignment is similar or not and whether the bidder possesses adequate experience or not, shall be final and binding on all the bidders).
6. Operated & managed dialysis service, having at least a total of 50 Hemodialysis machines, in any one of the three preceding financial years.
7. The bidder shall have successful track record of operating existing dialysis machines with efficiency of more than 40 dialysis/ machine/ month.
8. The bidder should not have been blacklisted by Central/ State Govt. or any Govt./ Private institution of the country.
9. The bidder shall have to declare all ongoing litigations, it is involved in, with the Central Govt./ any of the State Govt./ any Government Agency/ Central/ State Govt. Department.
10. **In case of consortium of bidders:**
 - a) Lead Partner as well as all other members should be individually registered as a legal entity;
 - b) Intimation regarding lead partner of the consortium shall have to be submitted at the time of registration of bidders, failing which consortium will not be entertained;
 - c) The principal bidder/ lead partner shall be legally responsible and shall represent all consortium members, if any, in all legal matters;
 - d) All the consortium partners have to submit an affidavit/ undertaking, on non-judicial stamp paper of Rs.100/-, that they will maintain the consortium throughout the period of the project, failing which State Health Society, National Health Mission, J&K reserves the right to dis-continue the project with immediate effect alongwith necessary action against all the consortium partners;
 - e) Fulfillment of eligibility criteria in respect of previous work experience, Turn-over, etc. shall be with respect to the Lead Partner individually or all the consortium partners taken together

UNDERTAKING:

I/ We do have read and understood the above-mentioned eligibility criteria and hereby state that I/ we fulfill the eligibility criteria. Further, in case, at any stage, it is established that I/ we do not fulfill the eligibility criteria or have furnished incorrect particulars with regard to our eligibility to participate in the said e-bid, State Health Society, NHM, J&K reserves the right to terminate the contract forthwith, without any notice in this regard and will initiate appropriate necessary action against me/ us, including all the members of the consortium, if applicable.

In acceptance
Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

General Terms & Conditions

1. The interested bidder may inspect the locations where the services are to be rendered during the working hours and on all working days till last date of downloading of NIT as given in the tender schedule. State Health Society/ District Hospital Authorities shall not be liable for any expenditure incurred in such inspection or in preparation of the bid(s).
2. The bidders shall carefully examine all the terms & conditions. In case of any doubts, he shall refer the same to the Tender Inviting Authority, in writing, by or before the pre-bid meeting and get clarifications. Failing to comply with any of the terms and conditions will lead to rejection of bid, even if it is competitive offer.
3. The bidders/ authorized representatives, including any other stakeholder, should point out to the Tender Inviting Authority regarding embitterment, if any, prior to and on the day of pre-bid meeting. Thereafter, the bidders/ authorized representatives, including any other stakeholder, will have no legal right to confer or to represent on one ground or the other.
4. After pre-bid meeting, necessary modifications in notice inviting EoI, if required, can be made and same will be uploaded on website(s) www.jktenders.gov.in and www.jknhm.com. **The same shall neither be published in any newspaper** nor be informed individually. Hence, bidders are advised to keep themselves updated through these websites.
5. State Health Society, NHM, J&K will not be responsible for delay in online submission of bids, whatsoever reasons may be.
6. No conditional bids will be accepted.
7. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this tender. Any alleged oral agreement or arrangement made by the bidder with any Department, Agency, Officer or Official of NHM, J&K shall not affect the definitive agreement that results from this Tender process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than from the office of NHM, J&K shall not affect the implementation of the Project unless approved and agreed to by NHM, J&K Authorities.
8. Bidders that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any officer/ official of the State Health Society, NHM, J&K, for getting the project issued in its favour can be disqualified from the process at any stage without any notice in this regard.
9. The same person should sign the entire correspondence, letter and documents who has signed the original tender. In case of change to this effect, an affidavit shall have to be sent in support of the change.
10. **Tender Validity:** Tenders shall remain valid for 180 days.
11. **Evaluation of Bids:**
 - a. The tenders will be scrutinized by the Purchase Committee to determine whether these 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 Notice inviting bids. The bids, which do not meet the specified requirements, are liable to be treated as non-responsive and may be ignored. The decision of the Purchase Committee 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 all the bidders.

- b. ***After opening of Technical bids, all the bidders have to demonstrate their roadmap relating to project to the Purchase Committee, State Health Society, NHM, J&K and other officers of the Health Department, J&K in the Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K). Technical bids will be finalized in terms of the documents submitted alongwith the roadmap presented by the bidders.***
 - c. Financial bids of only those bidders, who qualify in technical bid alongwith presentation, will be considered and opened.
 - d. The Purchase Committee may waive minor infirmity and/ or non-conformity in the bid, provided it does not constitute any material deviation. The decision of the Purchase Committee as to whether the deviation is material or not, shall be final and binding on all the bidders.
 - e. Wherever necessary, Purchase Committee may, at its discretion, seek clarification, if any required, from the bidders seeking response by a specified date. If no response is received by this date, the committee shall evaluate the bids as per available information.
12. **Contract Period & Escalation:** Contract shall be for a period of 5 years and the prices quoted shall remain for the duration of the contract with 3% escalation on the quoted financial bid per annum with respect to preceding year.
13. **Renewal of Contract:** The contract may be extended for another term based on review of performance and with mutual consent.
14. **Earnest Money Deposit:**
- i. Tender shall have to be accompanied with an Earnest Money Deposit of **Rs.1,00,000/- (Rupee One Lakh only)** in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K without which tenders will not be considered as valid. Scanned copies of CDR/ FDR shall have to be uploaded alongwith Technical bid and shall have to be deposited, in original, in the office of FA&CAO, National Health Mission, J&K before the last date and time of bid submission. **EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.**
 - ii. **Forfeiture of EMD:** EMD of the bidder will be forfeited in following cases –
 - a) Withdraws or modifies the offer after opening of tender;
 - b) Violates any terms & conditions of the tender document;
 - c) Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder;
 - d) Fails to deposit the security money within the prescribed time;
 - e) Fails to commence the services as per contract within the prescribed time.
 - iii. EMD of unsuccessful bidder shall be refunded after finalization of the tender, whereas, it shall be retained in case of successful bidder and will be adjusted against the Performance Security Deposit to be refunded to successful bidder after completion of the project.
 - iv. EMD lying with National Health Mission, J&K in respect of any other tender, awaiting approval or rejected or on account of contracts being completed, shall not be adjusted towards EMD for this tender. The earnest money may, however, be taken into consideration in case tenders are re-invited for the same project.
15. **Agreement pursuant to Award of Contract (AoC):**
- a) State Health Society, NHM, J&K shall issue “Award of Contract (AoC)” to the successful bidder within the bid validity period and the successful bidder will be required to execute an agreement in this behalf on Non Judicial Stamp Paper of Rs.100/- with the FA&CAO, State Health

Society, National Health Mission, J&K within 15 days from the date of AoC communicated to him through e-mail/ fax/ courier, etc. whichever is earlier.

- b) However, Mission Director, National Health Mission, J&K may condone the delay in execution of contract by the successful bidder, if required.
- c) All the expenses in this regard are to be borne by the bidder and the successful bidder will furnish one executed copy of the agreement free of cost to the State Health Society, National Health Mission, J&K.
- d) 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.

16. Performance Security Deposit:

- a) Successful bidder shall have to deposit Performance Security Deposit, in the form of CDR/ FDR/ Bank Guarantee issued by a Nationalized Bank, in favour of FA&CAO, State Health Society, National Health Mission, J&K for **an amount equal to five per cent (5%) of the total Contract Value** within **15 days** from the date of AoC communicated to him through e-mail/ fax/ courier, etc. whichever is earlier, failing which EMD submitted by the successful bidder is liable to be forfeited and the contract may be cancelled. The security amount shall in no case be less than the EMD.

- b) **Contract Value for determination of Performance Security:**

Contract Value = No. of Machines x No. of Procedures per Week per Machine x No. of Weeks in a Year x Contract Period in Years x Contracted Rate per Procedure
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- c) EMD of successful bidder may be adjusted towards Performance Security Deposit and balance be given in the form of CDR/ FDR/ Bank Guarantee favoring FA&CAO, State Health Society, National Health Mission, J&K.
- d) Bank Guarantee which shall remain valid for a period of six months beyond the date of expiry of the contract.
- e) The security shall be refunded after satisfactory completion of contract period and after satisfying that there are no dues outstanding against the successful bidder.
- f) Earnest money/ security deposit, on account of any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this Rate Contract and therefore fresh security deposit is to be furnished.
- g) State Health Society, NHM, J&K will not pay any interest on Performance Security Deposit/ Earnest Money Deposit.

17. Responsibilities of the successful bidder: In addition to the responsibilities defined under Scope of Work for this project, successful bidder, hereinafter referred as 'service provider', -

- a. The obligations of the service provider under this service contract shall include all service activities and commitments.
- b. The service provider shall not be entitled to levy any charges from the patients of "Below Poverty Line (BPL)". However, in case of patients "Above Poverty Line (APL)", price coming into force as a result of this notice inviting bid, as per the detailed scope of work read with annexure "E", can only be charged.
- c. Service Provider will be obliged to establish, manage and operate the project in accordance with the provisions of contract agreement and terms and conditions therein. It can be cancelled at any time after providing an opportunity of hearing by the State Health Society, NHM, J&K in case, the service provider does not follow the rules, regulations and terms and conditions of the contract;
- d. Service provider shall commission the dialysis facility within 90 days of the signing the contract by both parties;

- e. 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, investigations 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. The service provider confirms and agrees that the allocation and use of dialysis machines and equipment is non-exclusive, non-assignable, non-transferable and a temporary revocable right to use the dialysis machines and equipment till the tenure of the agreement/ contract period;
- g. The District Hospital Administration will not be responsible for any loss/ damage to the machines/ property due to natural hazard and the service provider will take adequate insurance cover at its own risk & liability for all damages arising out due to any unprecedented reasons. The contract and terms thereof shall be governed by indemnification clause;
- h. All expenses on account of manpower, electricity, water and other maintenance of premises and the machines, security or any other expenses incurred in the day to day running of the machines shall be borne by the service provider. The service provider shall ensure that the personnel at the District Hospital/ Dialysis centre, are trained regularly from time to time to offer quality dialysis treatment to the patients;
- i. Service provider shall provide for storage of soft copy and hard copy of all records at the 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 service provider for continuation of storage;
- j. Service provider shall use dialysis machines and equipment with due care and caution and shall keep and maintain the same in good order and condition (reasonable wear and tear expected) and shall ensure best quality of tests and protocols;
- k. Service provider shall submit a half yearly report of clinical audit done by a third party, as nominated by the State Health Society, NHM, J&K. Service provider shall have to provide the Kt/v and standardised Kt/V report for each patient to the audit committee/ State Health Society/ Committee;
- l. Annual review of performance and observance of terms & conditions shall be carried out by a committee to be constituted in this behalf with Chief Medical Officer of the concerned District, Representative of Mission Director, National Health Mission, J&K, Representatives of Director Health Services, Jammu/ Kashmir along with other members nominated by the Mission Director, NHM, J&K as its members. The report of this annual review shall form the basis of continuity of the contract during the contract period. The Service Provider shall provide access to audit/ monthly reports/ bills/ invoices including service logs to the committee regarding use of dialysis machines and equipment, number of patients treated, fee charged etc.;
- m. The service provider will 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 service provider fails to do so, the service 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. 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 more than 24 hours. The rates at which the State Health Society has engaged the service provider shall not change in any case;
- n. The service provider shall not sell or transfer any proprietary right or entrust to any other 3rd party for running the facility. The service provider may however refer the test to another center in case of breakdown/ shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred dialysis center;
- o. **Compliance with the Minimum Wages Act and other Statutory Requirements:** The service provider shall comply with all the provisions of Minimum Wages Act and other

applicable labour laws including EPF Act, ESI Act, etc. The service provider shall also comply with all other Statutory provisions, including but not limited to, provisions regarding medical education and eligibility criteria of human resources used by the service provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety;

p. Legal liability of the services provided shall remain with the service provider, but in case of any death, the certificate shall be issued by the designated Government Doctor of the District Hospital.

q. **Damages for Mishap/ Injury:** The State Health Society/ District Hospital Authorities shall not be responsible for damages of any kind or for any mishap/ injury/ accident caused to any personnel/ property of the service provider while performing duty in the designated sites/ premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider.

The service provider shall undertake all responsibility and liability of any and every type and of all claims resulting from the use and operation of the dialysis machines and equipment and shall indemnify and hold harmless all the stakeholders including Trust & State Health Society from any and all claims, of whatsoever nature, resulting from the use and operation of the dialysis machines and equipment by the dialysis center operator;

r. Service provider shall engage qualified and skilled manpower for the purpose and strictly comply with all laws, rules regulations as per the law in force. For any violation in this regard the service provider shall be solely responsible without any liability on the part of the authorities;

s. The service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security as well;

t. Service provider shall ensure that the staff deployed by him should not be involved in any unlawful activities, prior to and during the course of the Project, which can malign the image of the Programme/ NHM/ Health Department. In case, at any point of time, it comes to the notice of the State Health Society, NHM, J&K that any of the staff, so deployed under the contract, is involved in any unlawful activities, Mission Director, NHM, J&K reserves the right even to terminate the contract with immediate effect alongwith forfeiture of EMD/ Security Deposit/ any other payment due and also recommend/ initiate necessary action including black-listing/ debarring of successful bidder and other legal action as per the law in force;

u. Service provider shall bear any liability arising out of any litigation (including those in Consumer Courts) due to any act of the staff deployed by him including all expenses/ fines. The concerned staff/ service provider shall attend the Court as and when required;

v. After the expiry of contract agreement between the State Health Society and the service provider, later shall vacate the space occupied and hand over the dialysis machines and Equipment, in good and working condition to the District Hospital administration, forthwith; and

w. Abide by the various rules and regulations, in force, alongwith other terms and conditions imposed by the State Health Society, NHM, J&K, the District Hospital Authorities and other Statutory bodies from time to time, as required.

18. **Payment:**

a) Payments shall be made on monthly basis.

b) Service provider shall submit the invoice, in triplicate, alongwith the monthly report as per annexure "F".

c) A no-fee charged receipt shall be provided by the service provider to Below Poverty Line (BPL) patients. A copy of all such receipts shall be submitted, on monthly basis, by the service provider to the District Hospital Authorities. This will form the basis of monthly payment to the service provider.

d) All receipts shall be subject to a 3rd party annual audit and the audit report submitted as part of annual work report of the service provider for that facility.

- e) No advance payments shall be made to the service provider.
 - f) Statutory dues, as applicable under rules, shall be deducted at source from the invoices of service provider.
 - g) Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the service provider.
19. Prices charged under the contract by the service provider shall in no event exceed the lowest price charged by it from any other persons/ organizations during the period of the project. If any time, during the project period, service provider reduces the price chargeable under the contract, it shall forthwith notify such reduction to the State Health Society and the price payable under the project, after the date of coming into force of such reduction, shall stand correspondingly reduced.
20. **Termination of Contract:** In following cases, State Health Society, National Health Mission, J&K reserves the right to terminate the contract alongwith forfeiture of the EMD/ Performance Security deposit/ any other payment due to the service provider, after providing it an opportunity of being heard:
- a) If the service provider withdraws tender after its acceptance or fails to submit the required Performance security deposit for the initial contract;
 - b) In case of failure to abide by the conditions of the NIT, the contract and the agreement;
 - c) If the contract is found "Not Workable", for any reason whatsoever, to be recorded in writing.
 - d) If any of the staff deployed by successful bidder is found indulged in any type of malpractice or a complaint is received against him, the Mission Director, NHM, J&K shall be competent to hold an enquiry against such personnel & if it is established that the personnel is involved in any kind of malpractice, the service provider shall be responsible & suitable penalty, as deemed fit by the Mission Director, NHM, J&K will be imposed on the service provider which may also include termination of the contract. The decision of the Mission Director, NHM, J&K shall be final & binding. Besides, if warranted under law, criminal proceedings may also be initiated against such personnel.
- Prior to the termination of services under the contract, service provider will be served notice of termination explaining the reasons and will be given an opportunity to submit its response/ rectify the services within 30 days failing which the State Health Society, NHM, J&K may initiate necessary action against the service provider, as it deems fit in the case.
21. Any loss sustained by the State Health Society as a result of re-tendering the contract or allotting the same to 2nd lowest bidder due to backing out by the successful bidder, shall be recovered from the defaulting bidder out of his earnest money/ security deposit or from any of his pending bills, as the case may be. Even if the second lowest bidder agrees to carry the contract at the rate of first lowest, EMD of first lowest bidder will be forfeited and he shall have no claim for the same and also shall have no right to raise this issue in any Court of Law. The same procedure will be adopted in case of second lowest on his default and likewise for 3rd lowest.
22. **Disqualification of bidders/ service provider:** In following circumstances, State Health Society, NHM, J&K reserves the right to disqualify a bidder, including the approved bidder:
- i. Direct or indirect canvassing for favour in allotment of contract on the part of bidders or their representative shall disqualify their bids outrightly.
 - ii. Approved bidder/ service provider may be disqualified, banned or suspended during the rate contract if:
 - a) fails to execute a contract or fails to execute it satisfactorily;
 - b) Declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;

- c) Suspected to be of doubtful loyalty for the State;
- d) The State Vigilance Organization (SVO) or any other Investigating agency recommends such a course in respect of the bidder;
- e) State Health Society is prima-facie of the view that it is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said service provider;
- f) If any certificate/ documents/ information submitted by the service provider is found to be false/ forged/ fabricated;
- g) If any information furnished by the service provider is found to be misleading or not based on facts.

However, said list is indicative and without prejudice to the right of the State Health Society, NHM, J&K to take appropriate necessary action in any other circumstances not listed above but warranted such action.

23. Purchase Committee, State Health Society reserves the right to call for any information from the bidders, including Successful bidder, as it deems fit in the interest of the bidding process/ execution of the contract and the bidders, including successful bidder, are bound to furnish the same within the stipulated time failing which State Health Society will be at liberty to take necessary action including rejection of bid(s)/ cancellation of Rate Contract/ forfeiture of EMD/ Performance Security Deposit.
24. Purchase Committee, State Health Society, NHM, J&K makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this notice inviting bids.
25. The information contained in this notice inviting bids is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that a bidder requires. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms and conditions including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on the website www.jknrhm.com and it will become part and parcel of notice inviting bids.
26. Purchase Committee, State Health Society is competent and reserves the right to consider, ignore, or reject all or any of the bids received in response to this notice inviting EoI at any stage, without assigning any reason what so-ever.
27. The failure of either of the party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:
 - a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - b) Has informed the other party as soon as possible about the occurrence of such an event.
28. **Dispute Resolution:**
 - a) In case of any dispute/ difference or doubts or any other issue that may come up during the course of contract, every effort shall be made to resolve the same amicably by mutual consultations.
 - b) In case of failure to resolve the dispute/ difference, as per (a) above, the matter shall be referred to the Mission Director, NHM, J&K who will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of the dispute.

- c) The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission.
- d) If the officer designated as Arbitrator fails to dispose off the grievance filed within the period or if the successful bidder or the Purchase Committee or any other person is aggrieved by the order passed by the Arbitrator, it may file an Appeal before the Mission Director, NHM, J&K being the final Appellate Authority whose decision shall be final and binding upon all the Parties.
29. In the absence of any specific provision in the agreement/ contract, the issue will be decided on mutual agreement.
30. Although every legitimate effort shall be made to encourage maximum participation of bidders in the tendering process. However, in case No. of bids received will be less than minimum No. bids required for opening of bids or only a single bid is received, Purchase Committee, State Health Society, NHM, J&K will go for re-tendering. In case, even after re-tendering, No. of bids received will remain less than minimum specified bids, keeping in view the essential nature of services, matter will be referred to the Mission Director, NHM, J&K for appropriate necessary decision in the matter inter-alia including awarding of contract to single bidder. However, before finalization, MD, NHM, J&K will take into consideration various factors like No. of bids received, prevailing market rates and other related factors assessed through survey, etc. by the committee constituted for the purpose.
31. This notice inviting bids shall be governed by and interpreted in accordance with the laws applicable in the State of Jammu and Kashmir for the time being in force. All the Legal proceedings that may arise at any time shall be subject to the exclusive jurisdiction of Courts of J&K State only.
32. All the terms and conditions from 1 to 31 are applicable for the tendered services and forms an integral part of the notice inviting bids.

Sd/-
Financial Advisor & CAO
NHM, J&K

UNDERTAKING:

I/ We do have read and understood all the above-mentioned terms and conditions and hereby agree to abide by all these terms and conditions.

In acceptance
Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure 'A'

Location of Facility and Facility Wise Description of Services Required

Name of District Hospital	No. of Dialysis Machines to be Provided	Whether Space to be provided by the District Hospital Authorities (Yes/No)
District Hospital Kathua	6	Yes
District Hospital Udhampur	5	Yes
District Hospital Doda	5	Yes
District Hospital Rajouri	3	Yes
District Hospital Kishtwar	3	Yes
District Hospital Anantnag	6	Yes
District Hospital Baramulla	6	Yes
District Hospital Leh	3	Yes
District Hospital Pulwama	3	Yes
District Hospital Handwara (Kupwara)	5	Yes
Total	45	

Annexure "B"

(To be typed on Letterhead of the Bidder)

1. Name, address of Bidder : _____
2. Telephone No : _____
3. Registration No : _____
4. Name, Designation, Address: : _____
(of Authorized Signatory who is
authorized to deal with SHS, NHM, J&K) : _____
: _____
5. PAN no. : _____
6. Service Tax Registration No: _____
7. Provident Fund Account No: _____
8. ESI Code Number: _____
9. Annual Turn Over for the year
 - ➔ 2014-15 _____,
 - ➔ 2015-16 _____,
 - ➔ 2016-17 _____
10. Details of Bid Security/Earnest Money deposit: _____
 - a. Amount : _____
 - b. Demand Draft No : _____
 - c. Date of issue : _____
 - d. Name of issuing Bank :

 - e. Any other information: _____

Declaration by the bidder

This is to certify that I/ we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by the same/ it.

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure “C”

(To be typed on Letterhead of the Bidder)

UNDERTAKING

To

The Mission Director
National Health Mission
Jammu and Kashmir

Subject: Operationalization of Dialysis Service at 10 identified District Hospitals in Jammu and Kashmir under “Pradhan Mantri National Dialysis Programme (PMNDP)” through Public Private Partnership (PPP) Mode

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/ We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
3. I/ We abide by the provisions of Contract Labour Act and other statutory provisions like provident Fund Act, ESI Act, Bonus, Gratuity, Leave Relieving charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per the contract labour act and as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/ We do hereby undertake the execution of the Project shall be ensured by me/ us.

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure “D”

(To be typed on Letterhead of the Bidder)

Assignment of Similar Nature Successfully Completed During Last Three Years

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

S. No	Assignment & contract No date	Description of work/ services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Name and 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 Performa if required.

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure “E”
FINANCIAL BID

1. Name of the Bidder:
2. The Quote is for per session cost for all the supporting infrastructure (such as RO plant etc.), HR (qualified Nephrologist/ Physician, trained medical officers, Nurses, technicians) supportive infrastructure, dialyzer, tubings, essential 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 charged extra as per CGHS rates.
 - ✓ The quote excludes the cost of dialysis machines since these would be provided for under National Health Mission.
 - ✓ 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 throughout the duration of the contract.
5. The bid parameter is discount over base rate fixed by the Authorities. The BASE RATE is fixed at Rs 950-00 per session

Description of Services	% age discounts over the base rate of Rs 950 per procedure.
Provision of Hemodialysis session, with Essential Medicines.	

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

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure “F”

RECORDS FOR PROCEDURE

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

1. Patient care

- a. Dialysis charts
- b. Standing order for hemodialysis – to be updated quarterly
- c. Physician’s order
- d. Completed consent forms
- e. Patient’s monitoring sheets
- 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 other 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 along with the Invoice – One copy of the report to be forwarded to the Donor Agency as per details to be provided by the Authorities.

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 Waitlisted	HBV, HCV, HIV Positive Patients

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:

Details of Patient Awareness Initiative (if any):

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure "G"

Equipment List

Emergency equipment: The following equipment should be provided 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 & Pediatric (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

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure “H”

Staffing

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

S. No.	Staff Ratio
1.	Qualified Nephrologist / MD Medicine with one year dialysis training from recognized center performing one visit every fortnight and clinical review for all patients
2.	Medical Officers (on duty) – One doctor (MBBS) per shift for a maximum of 10 machines.
3.	Three Dialysis Technicians/ Nurses. One technician for every 3 machines and one dedicated for dialysis machine for patients with blood borne infections per shift
4.	Dietician (optional)
5.	Safai Karamcharis 1 for every five machine per shift
6.	Hospital attendant 1 for every five machines per shift

Sig. & Seal of the Bidder
alongwith Full address
Contact No.:
e-Mail ID:

Annexure "I"

Dialysis Machines & Equipment Specifications to be provided by the State Health Society/ District Hospital Authorities

Hemodialysis Machine & Associated Systems

A. HD machine: Storage Requirement

- The service provider shall place the dialysis machines and equipment 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 materials or articles or things near the dialysis machines and equipment 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 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 equipment in the Hospital.
- The service provider shall strictly comply with instructions of the manufacturer for maintaining, using, operating, preserving, etc. the dialysis machines and equipment.

B. 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 specifications. The frequency of checking with independent reference meter should be as per manufacturer's guidelines 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 bloodline 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.
11. Recommendation for once monthly evaluation and monitoring.
12. 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.
13. 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.

C. 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.

D. 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.
 - a. Bloodline, Transducer Protectors, IV sets, Catheters any other disposables should not be reused.

E. 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:

- a. 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.
- b. 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.
- c. 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.

F. 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.

G. 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.

H. 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 disinfection shall be done to all HD machines. The same shall be documented

I. Other Activities for patient care

1. Blood chemistry and hematocrit (or hemoglobin) of each dialysis patients are checked at regular interval (preferably every month) to ensure patient's well being and viral markers be tested every 3 months (HIV/ HBsAg/ HCV) iPTH 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 milliliter (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.

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