

OPEN COMPETITIVE BIDDING DOCUMENT

Ref.No: 02/MPPHSCL/Dialysis/2014, Dt.2.08.2014

On behalf of DIRECTOR MEDICAL SERVICES,
(INCHARGE PROCUREMENT),
DIRECTORATE OF HEALTH SERVICES,
GOVERNMENT OF MADHYA PRADESH
Managing Director, MPPHSCL

INVITES

ONLINE PROPOSALS FROM BIDDERS WILLING TO INSTALL,
OPERATE AND MAINTAIN "HEMODIALYSIS UNITS" IN
DISTRICT HOSPITALS OF THE DEPARTMENT OF PUBLIC
HEALTH & FAMILY WELFARE, GOVT. OF M.P.

LAST DATE FOR ONLINE PURCHASING OF RFP DOCUMENT is
4th September 2014 till 1800hrs. from MP Govt. E-Procurement Portal
www.mpeproc.gov.in

Madhya Pradesh Public Health Services Corporation Ltd,
SatpuraBhawan, Bhopal 462004.

Phone: 0755-2571694

Website: www.health.mp.gov.in

[For any further clarifications / queries on e-Tendering, e-Procurement Cell can be contacted at:

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Managing Director
Madhya Pradesh Public Health Services Corporation Limited
(An autonomous body of Government of Madhya Pradesh)
4th Floor, SatpuraBhavan, Bhopal (MP)

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1. Notice Inviting Proposal

Managing Director,
 Madhya Pradesh Public Health Services Corporation Limited,
 Presentlyat
 4th Floor SATPURA BHAWAN BHOPAL-462004
 URL: www.health.mp.gov.in
 PHONE: 0755-2571694

Tender Enquiry No.: 02/MPPHSCL/Dialysis/2014

Dated 2/08/2014

NOTICE INVITING TENDERS (NIT)

1. Managing Director, MPPHSCL on behalf of Director Medical Services (In-charge Procurement), Directorate of Health Services, Department of Public Health & Family Welfare, Government of Madhya Pradesh, invites online sealed proposals (Technical and Financial) from eligible firms/companies/proprietors willing to install, operate and maintain "Hemodialysis Units" in district hospitals for the dialysis of patients admitted for treatment. The list of district hospitals, where installation, operation and maintenance of **Hemodialysis Units** are proposed, is given in twogroups as below:

Group-I

Sr. No.	Name of District	No. of Dialysis Machines required	Reverse Osmosis Plant (Big or Small), One at a place	No. of Dialysis Technicians required
Division: Bhopal				
1	Baitul	2	Small	1
2	Raisen	2	Small	1
3	Vidisha	2	Small	1
4	Sihor	2	Small	1
5	Rajgarh	2	Small	1
6	Hoshangabad	2	Small	1
7	Harda	2	Small	1
Division: Indore				

8	Jhabua	2	Small	1
9	Dhar	2	Small	1
10	Khandwa	5	Big	2
11	Barwani	2	Small	1
12	Khargon	2	Small	1
13	Burhanpur	2	Small	1
14	Alirajpur	2	Small	1
Division: Ujjain				
15	Ujjain	5	Big	2
16	Dewas	5	Big	2
17	Mandsour	5	Big	2
18	Neemuch	2	Small	1
19	Shajapur	2	Small	1
20	Agarkalan	2	Small	1
Division: Sagar				
21	Sagar	2	Small	1
22	Damoh	2	Small	1
23	Chatarpur	2	Small	1
Total:		58	19 Small and 4 big	27

Group-II

Sr. No.	Name of District	No. of Dialysis Machines required	Reverse Osmosis Plant (Big or Small), each a place	No. of Dialysis Technicians required
Division: Gwalior				

1	Gwalior	2	Small	1
2	Bhind	2	Small	1
3	Morena	2	Small	1
4	Shyampur	2	Small	1
5	Datia	2	Small	1
6	Guna	5	Big	2
7	Ashoknagar	2	Small	1
8	Shivpuri	2	Small	1
Division: Jabalpur				
9	Jabalpur	3	Big	2
10	Katni	2	Small	1
11	Balaghat	2	Small	1
12	Chindwara	2	Small	1
13	Narsinghpur	2	Small	1
14	Sivani	5	Big	2
15	Mandla	2	Small	1
16	Dindori	2	Small	1
Division: Rewa				
17	Rewa	2	Small	1
18	Satna	4	Big	2
19	Shahdol	2	Small	1
20	Annuppur	2	Small	1
21	Umaria	2	Small	1
22	Sidhi	2	Small	1
23	Singraoli	2	Small	1
Division: Sagar				

24	Panna	2	Small	1
25	Tikamgarh	2	Small	1
Total		59	21 small and 4 big	29

Interested parties are required to submit proposal considering each **group** as a unit. A party can apply for **single or both** groups, however proposal consisting of districts that partially cover one or both group(s) shall not be accepted.

Each District Hospital shall have two Hemodialysis Machines except in case of those District Hospitals having capacity of 400 beds or more (as per table above). ***In addition to the hemodialysis machine with UPS, there shall be a dedicated RO plant at each facility.*** Requirement of No. of machines, RO plants and Dialysis technicians are indicated against each district hospital in above tables. ***All these equipment i.e. dialysis machine(with UPS) and dedicated RO plant shall be supplied, installed and commissioned by the Agency. However, TIA reserves the right to change the no. of machines/technicians and/or option of small/big RO plants at the time of placement of order or on later date.***

2. Key Events (Tender No.: 02/MPPHSCL/DIALYSIS/2014)

Sl. No	Description	Schedule of Key Events
i.	Commencement dates of sale of RFP documents	5 th August 2014, 1830hrs
ii.	Closing date of sale of RFP Documents	4 th September 2014, 1800 Hrs.
iii.	Cost of the RFP Documents	INR5,000/- including online transaction fee
iv.	Pre Bid Meeting Date & Time	19th August 2014, 1200hrs
v.	Pre Bid Meeting Venue	Directorate of Health Services, 4 th Floor, Meeting Hall, SatpuraBhawan, Bhopal
vi.	End date of Online Technical and Financial Proposal submission	5th September 2014, 1500Hrs
vii.	End date of Physical submission of Technical Proposal	5th September 2014, 1500 Hrs
viii.	Opening of Technical Proposals (Envelope-A)	5th September 2014, 1530Hrs
ix.	Venue of Opening of Technical proposals	Same as (v)

- Interested bidders may obtain further information about this requirement from the above office. RFP Documents may be purchased online on payment of non-refundable fee of INR 5,000/- per set and **processing fee of Rs.1124/-**
- Bidders may also download the Tender/RFP documents from the web site www.mpeproc.gov.in or www.health.mp.gov.in (Go to link of MPPHSCL) RFP/Tender documents may be purchased only online from www.mpeproc.gov.in on mentioned dates as given under Para 2 (Key Events) above. Tender inviting Authority will not be responsible in any way for any delay. Bidders can

submit its technical and financial proposal online at www.mpeproc.gov.in or before the key dates given above. RFP/Tender document downloaded from the website www.health.mp.gov.in is for purpose of viewing only and it shall not be entertained as VALID download of RFP/Tender document. To participate in the proposal invitation, bidder should complete stages of PURCHASE, DOWNLOAD & FINAL PROPOSAL SUBMISSION through www.mpeproc.gov.in

5. The prospective bidders may attend the Pre bid meeting. The venue, date and time indicated in the Para 2 above.
6. Bidders shall ensure that their technical and financial proposals, complete in all respects, are submitted online, at the website mentioned above, and **physical copy of Technical proposal submitted on or before the closing date and time indicated in Para 2** (Key Events) above, failing which the tenders will be treated as late and rejected.

Managing Director
Madhya Pradesh Public Health Services Corporation Limited,
4th Floor, SatpudaBhavan
Bhopal- 462004
Madhya Pradesh

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Health Facility (ies)” means the Public Health Facility of the Govt. of Madhya Pradesh where the hemodialysis services are required to be performed as specified in the Contract. The same is also referred as Hemodialysis or Dialysis Unit in the document.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) “Contractor” or “Agency” or “Service Provider” or “Operator” means the successful tenderer selected for execution of contract for haemodialysis services.
- (iv) “Day” means calendar day.
- (v) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Health Facility (ies) under the contract.
- (vii) “Tender Inviting Authority” OR “Client” or “Tender Acceptance Authority” or “Contracting Authority” means the Managing Director, Madhya Pradesh Public Health Services Corporation Ltd, 4th Floor, SatpudaBhavan, Bhopal (MP).
- (viii) “Chairperson” is the District Collector cum chairperson of the District Health Society in respective jurisdiction.
- (ix) “CMHO” is Chief Medical & Health Officer located at district level;
- (x) “CS” is Civil Surgeon who is in-charge of district hospital wherein dialysis services are to be provided by the service provider.
- (xi) “Nodal Officer” is the designated officer of the Government Health Facility nominated by the Tender Inviting Authority/CS who supervises the work performed by the Contractor.
- (xii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (xiii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.

- (xiv) “Tenderer” or “Bidder” or “Proposer” or “Applicant” means entities which may be Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India or consortium of max. three entities.

1.3 Abbreviations:

- (i) “BG” means Bank Guarantee
- (ii) “CMC” means Comprehensive Maintenance Contract including consumables
- (iii) “CST” means Central Sales Tax
- (iv) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (v) “GCC” means General Conditions of Contract
- (vi) “GIT” means General Instructions to Tenderers
- (vii) “JV” means Joint Venture
- (viii) “NIT” means Notice Inviting Tenders.
- (ix) “TE Document” means Tender Enquiry Document
- (x) “VAT” means Value Added Tax
- (xi) BMW means Bio-Medical Waste
- (xii) DoPH& FW means Department of Health & Family Welfare, Govt. of MP
- (xiii) MWA means Minimum Wages Act
- (xiv) O&M means Operation and Management
- (xv) RfP means Request for Proposal which also means Tender Document
- (xvi) RO means Reverse Osmosis
- (xvii) TIA means Tender Inviting Authority

2. Background

2.1 Overview of the Project

Department of Public Health and Family Welfare, Government of Madhya Pradesh has decided to provide hemodialysis facility to patients coming to government hospitals for treatment, at free of cost. The department has decided to provide hemodialysis facility in identified district hospitals. The department, after due deliberation, has decided to implement the scheme through a competent agency(s) (hereinafter called “Agency” or “Operator”) having requisite skill, expertise and managerial capacity for running the services at specified locations with efficiency, proficiency and quality. The department intend to select qualified operators(s) through a competitive bidding process.

2.2 Project Objectives

The project shall have following key objectives:

- a) Reduction in out of pocket expenses on health care by improving accessibility to this high-end healthcare service to the population so that patients need not travel too far for availing dialysis services.
- b) Capacity building of government health facilities’ doctors & staff through one month intensive training on dialysis procedure and practices.

2.3 Project Approach

- a) Objective shall be achieved by augmenting existing public health delivery system in the state by establishing hemodialysis units at all identified district hospitals with 2 (two) hemodialysis machines per hospital (having less than 400 beds) and more than two hemodialysis machines (having 400 beds or more).
- b) The project shall be implemented through qualified agency (s) having experience and expertise in health care in general and dialysis in specific for installation, maintenance and operation of hemodialysis units.
- c) The department shall provide required infrastructure including space with bed, electricity, water supply, drugs and consumables (Except consumables related to Dialysis Machines & RO Plants) etc.
- d) All the equipment required for the dialysis unit i.e. dialysis machine with UPS and RO plant shall be supplied and installed by the Agency as per technical specifications given in this document. The Tender Inviting Authority shall pay the

cost of such equipment supplied and installed by the agency as per the rate quoted in its financial bid.

- e) The Agency(s) shall operate hemodialysis machines employing its own manpower (technical) for at least two dialysis sessions/machine in a day at each designated health facility (except on Sundays). The selected Agency(s) needs to provide the services of qualified doctor i.e. Nephrologist over E-communication
- f) The agency shall be responsible for the repair and maintenance of the equipment. No separate charges shall be paid or reimbursed to the Agency towards repair or maintenance of the equipment (including spares & its consumables) supplied and installed by it during the currency of the contract other than the quoted charges at the contracted rate (as per financial bid).
- g) Under this project it is expected that the agency shall bring-in trained manpower and latest technology for uninterrupted operation of hemodialysis units.
- h) The O&M charges shall be paid to the Agency by the concerned facility in-charge on monthly basis at the rate as offered in the financial bid.

3. Instruction to Applicant (Proposer)

3.1 General Instructions

- a) The Applicant should prepare and submit its proposal (Technical and Financial) as per instructions given in this section.
- b) The proposal shall be complete in all respect. Incomplete proposals shall be liable for rejection.
- c) It is expressly stated that the Applicant/Bidder shall supply only brand new Hemodialysis Machines, RO Plants and UPS with minimum three years of warranty of required technical specifications and quality standards as specified in the bid document.
- d) The interested Agency may visit the site with prior information to the designated officials.
- e) The monthly O&M charges per dialysis unit shall be uniform for all locations falling under same Group. However, the monthly O&M charges at locations falling under second group may be different than the first Group. The format for financial bid is given in **Annexure 1**. However, the bidders are required to submit financial bid online only.
- f) Agency shall enclose detailed CV (s) of Nephrologist (s) whom the agency wishes to depute for attending calls over E-Communication.
- g) The Proposal (technical and financial) shall be submitted (with a covering letter as per **Annexure 2**) before the last date of submission. Late submission of proposal shall not be considered.
- a) No Bidder shall submit more than one Bid for any of the groups. A Bidder/applicant bidding individually or as a member of a JV/Consortium shall not be entitled to submit another bid either individually or as a member of any other JV/Consortium. The bidder can submit the proposal for both groups, however in such case the **bidder is required to submit separate financial bid for each Group.**

3.2 Earnest Money Deposit (EMD)

- a) Earnest Money Deposit (EMD) of Rs.10,00,000.00 (Ten lakhs) shall accompany the tender in the shape of Bank Guarantee (BG) from any Schedule Bank in favour of Managing Director, MPPHSCL payable at Bhopal. Bidders who are quoting for both the groups, EMD shall remain Rs. 10,00,000.00 (Rs. Ten Lakh). BG should be valid up to 180 days beyond the date of techno-commercial opening. Format of BG is given at **Annexure-7**.
- b) **It may be noted that no applicant is exempted from deposit of EMD. Proposal submitted without EMD shall be rejected.**
- c) The EMD of unsuccessful bidders will be returned to them, after conclusion of the resultant contract. The EMD of the successful bidder will be returned after receipt of **performance security** as per the terms of contract. No interest shall be paid on EMD.
- d) EMD of applicants may be forfeited without prejudice to other rights of the proposal inviting authority, if the applicant withdraws or amends its proposal 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 applicant's 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.

3.3 Structure of the Proposal

- a) The proposals are required to be submitted online in two parts (Technical and Financial) separately as explained below:
- b) **Envelope A: "Technical Proposal"** shall be submitted online as well as in physical form. It shall have **"Proof of Eligibility"** and **"Technical Details"** separately as follows:
 - (i) **Proof of Eligibility:** This will contain the documents in support of eligibility criteria mentioned in subsequent clauses;
 - (ii) **Technical Details:** This will contain the documents as mentioned in technical proposal described in subsequent clauses;
- c) **Envelope C: "Financial Proposal For Group....."**. The financial proposal for each Group shall be submitted online only and separately for each group.

- (i) Bidders are required to quote (a) cost of equipment; (b) manpower fee; (c) Operation & Management Charges for entire group, including management of training; and (d) CMC charges separately and as per Financial bid format which is given at **Annexure-1**.
- (ii) The O&M charges shall be paid to the agency (operator) on monthly basis towards manpower, facilitation and management of training and service charges/management fee. The agency shall be responsible for the maintenance of the plant and machinery during the currency of contract. Tender Inviting Authority shall pay CMC charges to the agency as per the quoted rates. CMC shall include all spares and consumables (filters etc.) of the machines. Agency shall be responsible for machine oriented disinfectant, ultra-filters and consumables and no extra payment shall be made by TIA/Facility In-charge towards this.
- (iii) Batch wise training charges at actuals shall be reimbursed to the agency on successful completion of training by Tender Inviting Authority.

3.4 Content of Technical & Financial Proposal

a) Technical Proposal (Envelop A)

It shall contain both Proof of Eligibility and Technical Details, separately.

b) Proof of Eligibility:

- (i) Bank Guarantee towards **E.M.D**.
- (ii) Duly signed "Letter of proposal" as per "**Annexure 2**".
- (iii) Particulars of the applicant as per "**Annexure 3**"
- (iv) Copy of the Certificate of Incorporation /Registration
- (v) Copy of the Income Tax Returns acknowledgement for last three financial years.
- (vi) Audited Statement of Accounts (Auditor's Report, Balance Sheet and Profit & Loss Account) and **Turnover Certificate** (issued by a chartered accountant in the letter head of the firm) for latest three completed financial years (2011-12, 2012-13 and 2013-14). If audited statement of FY 2013-14 is not available, please submit the said documents for FY 2010-11, 2011-12 and 2012-13 as well as non-audited statement of FY 2013-14.
- (vii) Copy of satisfactory performance certificate issued by client(s) evidencing the experience and work performance of operating hemodialysis units.
- (viii) Power of attorney in favour of signatory to the proposal.
- (ix) Manufacturer's authorization letter in favour of bidder for Hemodialysis machines and RO plant in case the bidder is not the manufacturer of quoted machines. The

letter should be in the format as prescribed at **Annexure-8**. In absence of manufacturer's authorization letter (if the bidder is not manufacturer), bid shall be rejected.

- (x) A declaration from the applicant in the format given in "**Annexure 4**" to the effect that the firm has neither been declared as defaulter or debarred by any competent authority of a government department, government undertakings, local bodies, authorities or recognized corporate hospital(s).

c) Technical Details:

In addition to the above documents, Technical Proposal shall contain following details:

- (i) Provide a detailed profile of the organization, including experience in executing similar projects in dialysis management in past.
- (ii) Detailed CV(s) of Nephrologist(s).
- (iii) Provide a write-up on the manner in which the organization proposes to carry out the assignment. In particular, the write-up must include a detailed description of the following:
 - 1) Approach, methodology and technology including procedure and protocol for assessment, transmission, analysis and reporting.
 - 2) Manpower Planning including qualification, experience recruitment, training and induction.
 - 3) Comprehensive Quality Management Plan conforming to relevant statutory requirement.
 - 4) Detailed Process with flow diagram
 - 5) Repair & Maintenance Plan
 - 6) Any other information or details the applicant feels important for assessment.
- (iv) **Technical Compliance Sheet** of the quoted models of the machines against the technical specifications given at Schedule 2.

d) Financial Proposal (Envelope- C)

It shall contain the financial proposal and shall be submitted online only. No physical copy of the Financial Proposal is required. Format of the financial proposal is given in **Annexure-1**.

3.5 Validity of the Proposal

- a) The Proposal shall remain valid for 180 days beyond the date of techno-commercial proposal opening.

3.6 PREPARATION OF TENDERS

3.6.1. Documents Comprising the Tender

The **Two Bid Online System**, i.e. “Technical Bid” (Cover-A) and “Financial Bid” (Cover-C) prepared by the bidder, shall comprise the following:

A) **Techno – Commercial Tender - Un priced Tender (Cover-A)**

- i) Earnest money furnished in accordance with clause 3.2;
- ii) Documentary evidence, as necessary in terms of clauses 3.4 and Section 5 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted. Power of Attorney in favour of signatory of Tender Documents.
- iii) Documents and relevant details to establish in accordance with clause 3.4, Section 5 and Technical Specifications placed at Schedule 1 & 2 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Documents.
- iv) Eligibility & Qualifying Statement along with relevant copies of orders and end users’ satisfaction certificate in support as documentary proof.
- v) List of **quoted group(s)** filled up with all the details including **Make, Model etc.** of the goods offered.
- vi) Manufacturer Authorisation Form, if applicable, as per format given at **Annexure-8**
- vii) Checklist as per **Schedule-3** And
- viii) All other documents listed at Clause 3.4 (b) and (c).

B) **Price Tender (to be submitted online, no physical copy) – (Cover-C)**

As per Price Schedule at **Annexure-1** filled up with all the details including make, model etc. of the goods offered with all the prices filled and should be reproduced online with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of bidder to go through the Tender Document to ensure furnishing all required documents in addition to above, if any.

3.6.2 The authorized signatory of the bidder must sign on the physical copy of Tender Documents duly stamped at appropriate places and initial all the remaining pages of the tender. All the pages of Tender Document should be serially numbered.

3.6.3 A Tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

3.6.4 This is an e-tender but physical copy is also required to be submitted (without price bid). Tender sent by fax/telex/cable/e-mail shall be ignored.

3.7 Tender currencies

3.7.1 The bidder supplying indigenous/imported goods or already imported goods shall quote only in Indian Rupees.

3.7.2 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

3.8 Submission of Proposal

- a) Unless otherwise specified, tenders will be received online as per the Key Dates in the Notice published on the website <http://www.mpeproc.gov.in>
- b) Technical and Financial bid are to be submitted online at www.mpeproc.gov.in as per key schedule indicated in this document. Bidder is also required to submit a physical copy of Technical Bid along with original BG to the Tender Inviting Authority at the Office of the Chief General Manager, MPPHSC & Addl. Director-Procurement, DoHFW, 5th Floor, Satpuda Bhavan, Bhopal. Envelope, containing technical proposal and Bank Guarantee, shall be sealed and superscripted as **“RFP No. 02/MPPHSC/DIALYSIS/2014 Dated 2.08.2014 for INSTALLATION, OPERATION AND MANAGEMENT OF HEMODIALYSIS UNIT”** on top of it.
- c) For online bidding scan copy of needful documents in proper resolution should be uploaded online. Bidders are required to sign their bids online using Class III - Digital Certificates only, Contractors are advised to obtain the same at the earliest. For further information, Contractors are requested to read Users Guide available in M.P. Government's E-Procurement Portal <https://www.mpeproc.gov.in/>. The bidders may also contact E-Procurement Cell / Helpdesk at Toll Free No. 1800-274-5454 and 1800-274-5454 and e-mail: eproc_helpdesk@mpsdc.gov.in
- d) **Financial proposal should be submitted online only** and if found in physical copy with above envelope, the proposal may be rejected.
- e) The Bidders must ensure that they deposit their online/physical technical bid along with original EMD not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the physical technical bid and original EMD will be received up to the appointed time on the next working day.
- f) The proposal shall contain no interlineations or overwriting except as necessary to correct errors, in which cases the person or persons signing the tender must initial such correction. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.
- g) This is an e-tender and all documents including price details are to be submitted on the mentioned portal. However, physical copy of Techno-Commercial bid is required to be submitted which shall be accepted on or before the time as mentioned in the bid document. Physical copy shall be accepted before the date and time of online tender opening but not beyond that.
- h) The bidder, after submitting its tender online, is not permitted to alter / modify its tender.
- i) No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

3.7 Opening of Proposal:

- a) The Tender Inviting Authority will open the tenders 'online' at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening

falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.

- b) Technical Bid (Envelope-A) are to be opened online at the first instance, at the prescribed time and date as indicated in NIT followed by opening of physical copy of the technical bid. These Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the Tender Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Financial Bid (Envelope-C) of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical bid.

4. Scope of the Assignment

4.1 Modus Operandi

- a) The project shall be implemented through an agency selected through a competitive process.
- b) The agency (operator) shall be selected strictly on the basis of their technical and financial competency. The proposals shall be evaluated on the basis of the proposal submitted by the agency so as to meet the conditions as set out by the authority with respect to quality, efficiency and scope.
- c) These hemodialysis units along with trained manpower shall be provided by the agency (operator) and the government (Hospital Authority) shall provide necessary infrastructure including space with bed, electricity, water supply, drugs and consumables etc.
- d) The Department shall bear the cost of the equipment i.e. hemodialysis machines with UPS and RO Plants to be supplied by the selected agency.
- e) The agency (operator) shall engage required technical manpower for smooth operation and management of the dialysis units for 6 days in a week except on Sundays. In emergencies, service provider shall provide services beyond the operating time of dialysis units. Agency shall make all arrangement for its staff relieving, leaves, travel etc. and shall ensure un-interrupted services to the dialysis patients.
- f) All dialysis-oriented consumables, drugs etc. required to perform dialysis shall be provided by the respective health facility. Agency shall calculate the month wise requirement of consumables & drugs and inform the facility in-charge to keep sufficient stock of consumables for uninterrupted services.

Following policy and quality of consumables shall be maintained and followed:

- (i) Dialysis Concentrate: Commercially prepared or ready-made dialysate shall be accompanied by a certificate of analysis from an accredited laboratory or supplied by producers with a valid GMP/ISO certificate. The dialysate packaging shall have clearly labeled information such as manufacturer name, content, concentration of electrolytes, dialysate concentration ration, date of mfg. and expiry.

- (ii) Dialyzers: Dialyzers made from biocompatible membrane shall be used. Agency is allowed to use it up to 4 times only for the same patient. Dialyzer needs to be replaced immediately if it chokes any time during dialysis.
 - (iii) Bloodlines and catheters: Bloodlines can be re-used up to max. 3 times after sterilization for the same patient and catheters are disposable.
 - (iv) Any other dialysis oriented consumables not covered above such as disinfectant etc. as required as per manufacturer's guidelines.
- g) **The agency shall provide trained and qualified manpower required for operating and managing hemodialysis units at each health facility** under the particular group(s) entrusted to it.
 - h) Services of qualified Nephrologist shall be made available over video call as and when required by the technician/duty doctor in the hospital.
 - i) Agency shall not entertain any private patients in the dialysis units. All patients, who require dialysis, shall go through established registration process at all state government health facilities and agency (s) is allowed to do dialysis for those registered patients only.
 - j) Agency shall not charge any fee/charge whatsoever from the patients.
 - k) Performance shall be monitored centrally as well as locally at the facility level. However, the agency shall be primarily responsible to the local administration for the day-to-day operation and other contractual obligation.
 - l) A complaint register shall be maintained by the service provider to record or register patient(s) grievance/complaint.
 - m) Agency shall not claim any other charges and fees other than the O&M and other charges as per the rate offered in the financial bid.
 - n) Service provider has to ensure disinfection of Hemodialysis machines regularly after every dialysis.
 - o) All infected patients shall be referred to higher centers. In emergency situations, service provider has to provide services to these patients and then disinfect the machine for its regular use.
 - p) In case any amendment is warranted in the contract with emerging situation in course of time, whether specific to any facility or otherwise, the same can be incorporated only with the written consent of the Tender Inviting Authority.

4.2 Working Hours

Hemodialysis units shall remain open six days in a week (other than Sundays) with at least two dialysis sessions per machine in a day at each health facility under the entrusted group. Dialysis center in the health facility shall work from 8 AM to 4 PM. The respective hospitals authority in consultation with the agency shall decide the exact

working hours of hemodialysis unit for their respective facility as per patient load and pattern.

4.3 Manpower Requirement

Details of minimum required qualification, experience and job responsibilities of the personnel to be engaged by the Agency in each hemodialysis units are given in **Schedule-2. The agency is required to provide one technician per dialysis unit where 2 machines are installed and 2 technicians per day for health facilities where 5 machines are to be installed. It is estimated that engaged nephrologist may get 2-5 calls/day/facility to respond. Nephrologist(s) shall also visit each dialysis unit every quarter. Minimum 2 Nephrologists per group shall be made available by the Agency for attending calls and should be available for e-communication during the working hours of dialysis units. Standby arrangements shall also be made in this regard. Agency needs to assess the nephrologist's workload and accordingly may quote additional no. of nephrologist per group. TIA shall not be responsible for any wrong calculation by the agency in this regard.**

4.4 Recurring Expenditure

The agency shall bear recurring expenditure towards salary of technicians and nephrologist (s), repair and management (including machine oriented consumables) of hemodialysis units at respective health facilities. Agency shall also manage and facilitate in conduction of training of hospital staff. Whereas the dialysis oriented consumables, electricity, water, drugs, syringes, etc. shall be provided by the respective hospital authority /department. All the procured machines shall have three years warranty which shall also include preventive maintenance kit, if any. After expiry of warranty period, cost of CMC shall be paid to the agency as per rates quoted in financial bid. CMC shall also include preventive maintenance kit, if any.

4.5 Roles and Responsibilities

a) Department of Public Health and Family Welfare, Madhya Pradesh

- (i) Provide furnished space with all consumables (except machine oriented), electricity connection, water supply, patient bed, mattresses, pillow, bed sheets, drugs, syringes etc., at each location (hospital) for hemodialysis. The space should be sufficient enough to accommodate two/five machines as the case may be.
- (ii) The water may be from bore well / supply water or water from any other source subject to availability and approvals wherever required. Health facility (ies) shall not be liable for the quality of the water made so available. Water shall be provided at a single point, not at multiple points.

- (iii) The health facilities shall not be liable for power interruptions or quality of the power supply made so available.
- (iv) Arterio-venous fistula needle and its procedure shall be the responsibility of respective health facility.
- (v) All investigations required before, during and after the hemodialysis treatment shall be provided by the respective health facility.
- (vi) Health facility doctors shall be available to look after patient treatment and complication management etc. Staff nurse and attendant shall also be provided by the respective health facilities.
- (vii) Reserves the right for routine process audit and standardisation.
- (viii) All medical insurance papers related formalities of patients shall be completed by the respective health facilities.
- (ix) The disposal of clinical waste shall be the responsibility of respective health facilities.
- (x) Designate person (s) to be as a single point of contact for the agency both at facility and state level.
- (xi) Set up monitoring committee at each facility for performance review and monitoring.
- (xii) The health facilities, entrusted to the agency for dialysis centre, are free to run their already installed dialysis machines as on date of handover of the sites and are also free to install any number of dialysis machines in future.
- (xiii) Preference in Dialysis will be given to Acute patients/Acute on chronic patients & Patients registered with Renal Transplant Centres for Renal Transplant patients.

b) Agency (Operator)

- (i) *Supply, install and commissioning of dialysis machines with UPS and RO plant at the rate as quoted in their financial bid.*
- (ii) Responsible for uninterrupted availability of machines and RO oriented consumables for proper functioning & maintenance of machines at its cost during the currency of contract.
- (iii) *Provide trained technician(s) every day, nephrologist (over video call) to operate these units six days in a week (except Sundays). All arrangements such as Tabs/computers/cameras/Mobiles etc. towards management of video calls to nephrologist shall be the responsibility of the agency. Agency shall ensure proper hemodialysis through the engaged nephrologists. Details of manpower and their responsibilities are mentioned at Schedule 2.*
- (iv) Engaged nephrologist (s) shall visit every dialysis unit quarterly in a year for review and management of dialysis centers.
- (v) Provide patient management software for day to day patient data/medical records, administration of patients, advisory received/given by technician/nephrologist respectively and continuous monitoring of patient treatment etc. Log in rights should also be given to representative of facility in-charge and Tender Inviting Authority.

- (vi) *All preventive maintenance kits, if any shall be supplied without any extra cost to TIA/Facility In-charge for uninterrupted operations of hemodialysis centers.*
- (vii) Provide service only to the patients referred by authorized doctor(s) of concerned facility.
- (viii) Take good care of all property or asset handed over to them by authority for operation and use.
- (ix) The Agency will return the RO wastewater without any charge to the health facility for recycling / conservation.
- (x) Insure all key equipment to ensure sustainable and uninterrupted service through appropriate insurance coverage and Comprehensive Maintenance Contract (CMC) with manufacturer/supplier's authorized service provider.
- (xi) Routine report on the regularity of the service, adherence to service level parameters; manage the data and providing analytics regarding all services.
- (xii) Ensure compliance of statutory requirements, if any.
- (xiii) Ensure that the staffs are with uniform and ID Cards (issued jointly by the Agency and Authority) any time during working hours.
- (xiv) Responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- (xv) Ensure adequate training of the staff in organizational behavior so that it is fully courteous and is full of enthusiasm while at work.
- (xvi) Service Provider has to provide/arrange dialysis training to doctors and nurses of health facilities. Training of doctors and nursing staff of health facilities shall be conducted at one or more of the following training centers (or equivalent) in India for a duration of one month:
 - i. Nizam's Institute of Medical Science, Hyderabad
 - ii. Symbiosis Department of Health Sciences, Pune, Maharashtra
 - iii. Sri Ramchandra University, Chennai, Tamil Nadu
 - iv. St. Johns National Academy of Health Sciences, Bangalore

There shall be 3 (three) nursing staff and one doctor from every health facility under the entrusted group who is required to be trained. The service provider shall develop curriculum for the training in coordination with training center. The service provider is expected to manage & facilitate all the logistic operations pertaining to training. Training should be done in close supervision of qualified nephrologist. The training institute shall issue a certificate on successful completion of training to the staff who attended the training program. Training cost at actuals shall be reimbursed to the service provider by TIA after successful conduction of training. TA/DA, lodging & boarding shall be the responsibility of Tender Inviting Authority/Facility In-charge (s).

- (xvii) Service provider shall be responsible for any negligence during dialysis.
- (xviii) *Water pipeline from RO to dialysis machines should be either of SS grade 316 or in medical grade pipes.*
- (xix) In any particular month, average down time should not exceed 5% for any reason, whatsoever, including mechanical, electrical or managerial. Non availability of government doctor should not be a limiting factor to run the services.

- (xx) The Standard Operating Procedures (SOPs) / Protocols and Guidelines for operations and delivery of hemodialysis services shall be developed by the agency.
- (xxi) The patient shall be suitably educated regarding the procedure to be undertaken and related complications. Such briefing provided by the agency shall preferably be in the patient's vernacular language or a language understandable to the patients.
- (xxii) Confidentiality of all patients to be maintained as per applicable laws.
- (xxiii) A detailed SOP shall be prepared towards disinfection and maintenance of equipment to prevent cross infection and all protocols should be followed diligently.

4.6 Time-line for commencement of services

The agency shall implement the project in all respect including manpower recruitment, training, installation, maintenance contracting etc. and start operation in all locations within **three months** of signing of Contract or handing over of site whichever is later. All sites shall be handed over to the entrusted agency within one year from the date of signing of the contract else agency shall have rights to refuse to take up the operations of those dialysis centers which are not handed over to them within the stipulated time.

5. Qualification Criteria

5.1 Qualification Criteria for the Applicants:

- a) Either a single entity or a JV/consortium of following entities duly registered /incorporated in India:
- 1) Hospital with minimum bed-strength of fiftywith functional dialysis unit of at least 10 machines for last three years from the date of submission of the bid. If quoting for both the groups, requirement shall be doubled.
 - 2) Dialysis Centre (s) which is (are) having experience in operation and maintenance of Hemodialysis unit(s) of at least 50 (fifty) machines/group. The applicant should have at least 5 machines at one center and at least 50 machines, in total, spread over one or more centers. Requirement shall be 100,if bidder quotes for both the groups.
 - 3) Hemodialysis equipment manufacturers having experience of supplying hemodialysis equipment to hospitals/dialysis centers in India. Manufacturers should have supplied & installed 100% quantity (of quoted quantity) in India in a year out of latestthree completed financial years.

In cases indicated above, if the bidder is not a manufacturer, authorization letter from the manufacturer of dialysis machines is required in the format given at Annexure-8.

Registration Certificate with appropriate authority and experience certificate issued by client (s) to this effect to be submitted along with the technical proposal as documentary evidence.

- b) In case of Clause 5.1a 1) and 2) above wherein bidders are Hospitals and Standalone Dialysis Unit Operators, dialysis equipment manufacturer should also meet the criteria specified at Clause 5.1a 3) above i.e. manufacturers should have supplied & installed 100% quantity (of quoted quantity) in India in a year out of latestthree completed financial years.
- c) Applicant should have minimum average annual turnover of 5.00 Crore/group inlatest three completed financial years. The Applicant must attach audited Statement of Accountsand a turnover certificate to this effect duly certified by a

practicing Chartered Accountant. In case of consortium, turnover of lead partner shall be considered.

- a) Should not have been blacklisted by any government agency or public sector undertaking in India.

Note:

- (i) In case of consortium, there should be a formal agreement between the partners accepting severe and joint responsibility for implementing the project, reference of the Lead Partner and percentage of holding of each partner in the consortium. The maximum permissible partners in the consortium are 3 (three).
- (ii) All consortium partners individually should meet the minimum eligibility criteria specified at Para 5.1 (a) above. That means other than three options mentioned at 5.1 (a) are not eligible to be a member of consortium.
- (iii) **The proposer is required to furnish adequate documentary evidence in support of compliance of eligibility & Qualification criteria along with the proposal.**

6. Evaluation of Proposal

6.1 Scrutiny of Proposal

The technical proposal will be scrutinized first 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 **Sections III & V** and **Schedule 2** of this RFP. The proposals, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and shall be ignored. The decision of Tender Inviting Authority as to whether the applicant is eligible and qualified or not and whether the proposal is responsive or not shall be final and binding on the proposers. Financial Proposal of only those applicants, who qualify in the technical evaluation, will be considered for opening.

6.2 Documents establishing Good's Conformity to TE document.

- 6.2.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the TE documents. For this purpose the bidder shall also provide a clause-by-clause statement of compliance on the technical specifications and other technical details incorporated by the Tender Inviting Authority in the TE documents vis-à-vis the technical details of the offered product to establish technical responsiveness of the goods and services offered in its tender.
- 6.2.2 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 6.2.3 If a bidder furnishes wrong and/or misleading/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.
- 6.2.4 Tender Inviting Authority reserves the right to call the Bidder to demonstrate his/her quoted model (s) before the Tender Evaluation Committee within 7-15 days from the date of issuing letter/online intimation. The time range shall depend upon the type of equipment.

6.3 Infirmary / Non-Conformity

The inviting authority may waive minor infirmity and/or non-conformity in a proposal, provided it does not constitute any material deviation. The decision of the Tender Inviting

Authority, as to whether the deviation is material or not, shall be final and binding on to the bidders.

6.4 Clarification of RFP Document

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

6.5 Evaluation Process

Tender Evaluation Committee duly appointed by the department in the following manner shall evaluate the proposals:

Stage 1: Technical Evaluation

The proof of eligibility and qualification of all applicants shall be examined to confirm if all eligibility/qualification criteria mentioned in **Section III and V** are met and technical specifications of the quoted models are meeting the prescribed specifications given at Schedule 2. The bidder should also agree to provide qualified technicians and nephrologist as mentioned in the RfP document. The applicants who fail to meet one or more of the stipulated eligibility and qualification criteria shall be declared 'ineligible'.

The Tender Inviting Authority may call the eligible bidders to present their approach, methodology and other planning to evaluate the feasibility of the proposal with respect to the requirement and may ask to modify it accordingly. The decision in this regard shall be final and binding to the bidder.

Stage 2: Opening and evaluation of Financial Proposal

- (iv) The financial proposal of only those applicants' meeting minimum eligibility and qualification criteria and other conditions of the bid document in the technical evaluation shall be considered for opening.
- (v) Department will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per Scope of Work within the total quoted price shall be that of the Service Provider.
- (vi) Among the technically qualified applicants who shall have the lowest price quote of 5 years contract as per the financial proposal (**Annexure-1**) submitted, shall be invited for signing the contract (format given in **Annexure - 6**) to take up the assignment as per the terms and conditions defined in this RFP.

7. Terms and Conditions

7.1 Signing of Contract

The proposal inviting authority shall issue the Notice for Award of Contract to the successful bidder within the bid validity period. The successful bidder will be required to sign and submit the contract (format given in **Annexure 6**) unconditionally within 21 days of receiving of Notice of Award of Contract.

7.2 Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the assignment and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties. However, in no circumstances, the contract should not be inconsistent with the RFP provisions.

7.3 Duration of the Contract

The contract shall be for an initial period of **5 (five) years** from the date of signing of it subject to an extension of another six months at the same rate and terms & conditions of the contract. This shall be a fixed value contract and the monthly O&M charges per group as payable to the service provider shall remain valid and unchanged during the tenure of the contract.

7.4 Performance Security

- a) The successful applicant/bidder shall furnish a performance security in the shape of a Bank Guarantee issued by a Scheduled Bank in India in favour of Tender Inviting Authority. The amount of the performance security shall be decided in the manner given below:

S.No.	Particular	Amount	Period
1	Performance Security (PS) for the Service Contract (Operation & Management)	5% of the O&M contracted value per Group.	For entire contract period of five years + three months. The amount shall be reduced by half (1/2) on satisfactory completion

			of two & half years of services.
2	Performance Security for supply and installation of equipment (Capital Goods).	5% of total Capital cost(Hemodialysis machine with UPS + RO) to be supplied as per the particular Group(s) awarded to the Agency.	Thirty nine months from signing of the contract or from the date of supply of machines whichever is later.

- b) The Bank guarantee shall be as per the format given at “**Annexure 5**”. The performance security towards the operation and maintenance obligation shall remain valid for a period, which is three months beyond the date of expiry of the contract. O&M performance security shall be reduced annually as indicated above on successful completion of services every year. Whereas the performance security towards supply and installation of equipment (capital item) shall be for a period of 39 months from the date of signing of the contract or from the date of supply of machines whichever is later. This shall be submitted within 21 days (maximum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled.
- c) If the Agency/operator 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 in addition to premature termination of the contract.
- d) The Authority will release the balance Performance Security without any interest to the Agency (Operator) on successful completion of contractual obligations.

7.5 Compliance of Minimum Wages Act and other applicable Labour Laws

The agency shall comply with all the provisions relating to applicable labour laws including Minimum Wages Act, ESI Act and EPF Act. If any damages/penalty/suits etc. are imposed by any court/authority in this regard, the same shall be paid by the service provider.

7.6 Payment/ Reimbursement of Operational and Capital Expenditure

- a) The respective health facility in-charge (Authority) shall release the payment to the Agency (Operator) on monthly basis against the bill raised after making necessary adjustments and deductions towards taxes (TDS) and penalties for each hemodialysis unit separately. The Authority shall also pay Service Tax, if contractually applicable,

on submission of proof of payment of service tax to Excise and Customs Authority. The Operator is required to submit the monthly bill of each health facility separately with the designated authority by 1st week of every month. The Authority shall release the bill after necessary scrutiny and amendment, if any, within 3 weeks of submission of bill by the Agency. For calculating facility wise O&M charges, the quoted group O&M fee (in financial bid) shall accordingly be divided among group facilities. The O&M charges (including technicians) of only those facilities which are made functional shall be paid to the agency.

- b) Nephrologist(s) charges shall be reimbursed by the Tender Inviting Authority.
- c) The Tender Inviting Authority shall release payment towards supply and installation of capital items including hemodialysis machine with UPS and RO Plant after successful installation, commissioning and operation of awarded group(s)' dialysis units. Payment of CMC (as quoted) and training (on actuals) shall also be made by Tender Inviting Authority.
- d) The officials duly appointed by the Tender Inviting Authority (TIA) or by the Director-Hospital Administration, DoPHFW shall inspect the installation at the site and issue Certificate of Satisfaction. TIA shall take necessary steps to complete the inspection maximum within 30 days of commissioning of hemodialysis unit at respective health facility. The agency shall supply all necessary documents (i.e. user manual, warranty and manufacturers letter of commitment to provide maintenance support beyond warranty period against CMC).

7.7 Performance Parameter and Penalty

The Agency (Operator) is required to meet the performance parameter failing which penalty shall be levied on it. The penalty, if any, shall be adjusted against the monthly service charges payable to Agency for each facility separately by the authority. Details of the penalty against each performance parameter are given below:

S. No.	Performance Parameter	Penalty and Quantification (Each Facility separately)
1	Downtime of the facility (Hemodialysis Unit) shall be limited to 5% of the total working hours in a month (i.e. 26 days, Sundays not included), which shall be calculated facility-wise separately.	Rs.1,000.00 per machine for each day or part thereof of downtime beyond the allowed limit of 5%. (Down time to be calculated for each machine separately)
2	Technician (s) absenteeism.	Rs. 1,000.00 per person day in case of absenteeism.
3	No response from Nephrologist (s)	Rs. 500.00 per call and 2% per day of the monthly

		O&M charges/facility in case of non-response throughout the day.
4	Absence of quarterly visit at dialysis unit (s) by nephrologist	2% of total monthly O&M cost/facility per absence
3	The agency shall implement the project in all respect including manpower recruitment, training, installation, maintenance contracting, etc. and start operation in all hemodialysis units within three months of signing of Contract or handing over of site whichever is later.	Rs. 1,000.00 per each day of delay per machine.
4	Damage caused to the government property including unauthorized alteration, replacement or modification due to negligence in part of the Agency and its staff.	On actual basis as per assessment.

7.8 Damages due to Mishap, Injury and Negligence

- a) The authority shall not be responsible for damages of any kind or nature due to any mishap/injury/accident caused to any personnel employed by the Agency or to the property belongs to the agency while performing the duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the agency.
- b) However, in case of any damage (including unauthorized modification and alteration) caused to the property of the government due to the negligence in part of the agency or its staff then the agency shall be made accountable for the damage and loss caused.

7.9 Termination/Suspension of Agreement

- a) The Authority (Contracting Authority) may, by a notice in writing suspend the agreement (in whole or part) if the Agency (Operator) fails to perform any of his obligations including carrying out the services, provided that such notice of suspension --
 - (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- b) The Authority after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i)

to (iv) mentioned below, may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- (i) If the Service Provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Authority have subsequently approve in writing.
 - (ii) If the Service provider becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - (iv) If, in the judgment of the Authority, the Service Provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.
- c) In case of premature termination of the contract by the service provider, the service provider shall ensure that all equipment and machineries are functional and under comprehensive maintenance contract (including machine oriented consumables) with the supplier(s) of equipment/machineries. The same should be pledged in the name of Tender Inviting Authority. All penalties regarding non-functioning of machines as mentioned above shall also be applicable to the equipment supplier.

7.10 Arbitration

- a) If dispute or difference of any kind shall arise between the Authority and the Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the proposal inviting authority as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by tender inviting officer to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which his predecessor left it.
- c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or

payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Bhopal.

7.11 Applicable Law and Jurisdiction of Court:

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

7.12 Force Majeure:

- a) The Operator shall not be allowed to suspend or discontinue Services during occurrences of emergencies or Force Majeure events.
- b) Provided, in such circumstances of emergencies and Force Majeure event, if the Performance Standards are not complied with because of any damage caused to any of the Project Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure events or circumstances then no penalties as applicable for the relevant default in meeting Performance Standards would be applied.
- c) Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of the Hemodialysis unit, a suspension of or failure to provide Services on the occurrence of a Force Majeure event will be an Event of Default.
- d) The failure of Operator/Agency 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 Agency affected by such an event (i) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and (ii) Has informed the other party as soon as possible about the occurrence of such an event.

<Tender inviting Authority>

Madhya Pradesh Public Health Services Corporation Limited

SECTION VIII

A. FORMS & FORMATS

ANNEXURE-1

FINANCIAL PROPOSAL

(Please submit separate Financial Proposal if quoting more than one group as provided)

Dated:

To,

<Insert details of Proposal/Tender Inviting Authority>

Sub: Financial Proposal for operation and maintenance of Hemodialysis Unit.

Dear Sir or Madam:

We, the undersigned, offer to provide above service in accordance with the terms and conditions as mentioned in the RFP. Our financial offer for providing the services is as follows:

(All amount in Rupees)

I. Monthly O&M charges including management of training per group:

Name of the Group being quoted:

S. No.	Description	Consolidated Monthly rate (in Rs.)	Total nos. of persons	Amount per month (in Rs.)
1	Qualified Technician		Please indicate nos. as given in the respective group table.	
2	Qualified Nephrologist		02 ¹	
3	Monthly management fee in Rs. for the quoted group dialysis units			
Grand Total				

¹Bidders can quote higher nos. However, financial comparison shall be made by equating the nos. of nephrologist.

II. Cost of Equipment²{inclusive of transportation, installation, Warranty (3 yrs)}(Capital/Non-recurring)

S. No.	Particulars/Item (Please also mention Make, Model name and Country of Origin)	Unit Price	CST/ VAT in %	Value of CST/ VAT	No of units required for the Group	Total Cost
		a	b	c	d	e=(a+c)x d
1	Dialysis Machine with UPS					
2	RO Plant (Small*)					
3	RO Plant (Big*)					
	Total					

* As per prescribed specifications of RO plants in the Tender document.

III. Comprehensive Maintenance Charges including consumables (i.e. all filters, batteries etc.) after expiry of warranty period:

1	2	3		4
BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise ³ .		Total Annual Comprehensive Maintenance Contract Cost for 4 Years [2 x (3a+3b)]
		1 st	2 nd	
		A	b	
Dialysis Machine with UPS				
RO Plant (Small*)				
RO Plant (Big*)				
Grand Total				

* As per prescribed specifications of RO plants in the Tender document.

Total Cost Per group for 5 years:

TotalCost = 60*(I)+ II + III

- (a) Service tax shall not be taken into price comparison while evaluating financial offers. However, CST/VAT shall be taken into price comparison.
- (b) Training charges for hospital staff shall be reimbursed to the service provider at

² The price shall be valid for one year from the date of signing of the contract.

³ Including all consumables and spare parts.

- actuals after successful conduction of training.
- (c) O&M charges shall be reimbursed by respective health facility in-charge. Quoted O&M charges shall be divided equally to calculate facility wise O&M charges.
 - (d) Machine related consumables i.e. disinfectant, filters, PPM kit etc. shall be the responsibility of the Agency. No extra payment shall be made towards this.
 - (e) Bidder shall submit financial bid separately for each group, in case the bid is for more than one group.
 - (f) CMC shall include all machines' consumables such as internal rubber parts, washers, tubing, batteries, filters etc. The payment of CMC shall be made to the Agency by TIA at the end of CMC period.
 - (g) Service Tax shall be payable at the rate as applicable at the time of payment against proof of deposit.
 - (h) The service charge quoted as above shall remain fixed during the currency of the contract. There shall be no annual increment in the service charges. The applicant is expected to build-in the inflation factor in the quoted price. Further, other charges as quoted above shall remain constant during the currency of the contract.

We certify that financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e.....(date).

We further undertake that if this contract is awarded to us for execution, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,
Authorized Signature:
(Name, Designation and Address)

COVERING LETTER (TECHNICAL PROPOSAL)

**Letter of Proposal
(On Applicant s Letter Head)**

Dated:

To,

<Insert details of Proposal Inviting Authority>

Sub: Proposal for Supply, Installation, Operation and Management of Hemodialysis Units in District Hospitals.

Ref: RFP No.....dated.....

Dear Sir or Madam:

- a) I/we, having examined the RFP Documents and understood their contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
- b) All information provided in the Proposal and in the Annexure to that is true and correct.
- c) This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
- d) I/ We shall make available to the Authority/Department any additional information it may find necessary or require to supplement or authenticate the proposal.
- e) I/ We acknowledge the right of Authority/Department to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- f) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- g) I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.

- (b) I/ We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf have engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- h) I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- i) I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- j) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- k) We further certify that no investigation by any govt.authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- l) In the event of my/ our being declared as the successful, I/We agree to enter into an Agreement in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- m) The amount offered by me/us is after taking into consideration all the terms and conditions stated in the RFP.
- n) I/We undertake to provide Performance Security of ₹..... in case the contract is being awarded to us.
- o) The EMD of ₹..... in the form of a Bank Guarantee (BG no. ----- dated ----- drawn on -----, ----- Branch) valid up to -----, is attached.
- p) I/We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- q) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- r) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with

the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Date:

Place:

PARTICULARS OF THE APPLICANT

1. Name of the Organization:
2. Registered Office Address:
4. Date of Incorporation: (copy of registration/incorporation certificate/deed to be enclosed)
5. Constitution of the Organization: (Memorandum & Article of Association in case of Company, Deed in case of Partnership or Trust to be enclosed)
6. Names of Govt. Dept. / Public Sector undertaking /International clients to whom the Applicant has provided similar services, if any:
7. Main Business Activities:
8. Details of Branches,if any:
9. Annual turnover of the Firm (in INR) from SimilarActivity in India during latest three completed Financial Years. (Please attach copy of the Audited Financial Statements and turnover certificate issued by a Chartered Accountant with year-wise break-up)
 - a) 2011-2012:
 - b) 2012-2013:
 - c) 2013-2014*:
*If audited statement of FY 2013-14 is not available, please submit FY 2010-11 audited turnover statement as well as non-audited statement of FY 2013-14.
10. Details of Contact Person

NAME:
DESIGNATION:
CONTACT TEL. NO:
MOBILE NO:
FAX NO:
EMAIL ID:
POSTAL ADDRESS:

(Signature of Authorized signatory)

Declaration by the Applicant

I / We agree that we shall keep our offer valid for a period of five years from the date of signing the contract. I / We will abide by all the terms and conditions set forth in the RFP documents No. /

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

Signature of the Applicant:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.50.00 stamp paper.

PROFORMA FOR BANK GUARANTEE

To,
<insert The Office and Designation of the Authority>

WHEREAS.....(Name and address of the Operator)
(Hereinafter called " Agency" has undertaken, in pursuance of contract No.....
dated.....(Herein after "the contract") to install, operate and maintain hemodialysis units
at elected Health Facilities.

AND WHEREAS it has been stipulated by you in the said contract that the Agency 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 Agency;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf
of the Agency, 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 Agency to be in default under the contract and without cavil or argument, any sum or
sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove
or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency 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 Agency 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 63 months from the date of signing of contract i.e. up
to..... (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

FORMAT FOR AGREEMENT

An agreement made this.....day of 2014 BETWEEN.....(hereinafter called "the Agency", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the one part AND the <Designation & Address of the Authority> (hereinafter called " the AUTHORITY" which expression shall, where the context so admits be deemed to include his successors in office and assigns) of the other part.

Whereas the Authority has agreed to provide required space and facilities including patient bed, electricity, water supply to the Agency and the Agency agrees to install, operate and maintain these Hemodialysis machines, RO plant, UPS and the cost of which shall be paid/reimbursed by the department

The agency shall provide trained manpower to operate the machine in the manner set forth in the Request For Proposal (RFP).

And whereas the Agency has agreed to deposited a sum of Rs.....(Rupees.....) only in the form of as security for performance of the project.

NOW THE PRESENT WITNESSES:

a) The Authority shall pay monthly charges to the Agency as per the rate quoted in the financial proposal for each group. The prices as quoted by the Agency and agreed by the Authority are given below:

1) Capital Cost:

2) Operational Cost:

b) In case the "Agency" fails to meet the performance parameter then penalty shall be levied on them and accordingly deduction shall be made from the monthly service charges payable to them in the manner as given below:

S. No.	Performance Parameter	Penalty and Quantification (Each Facility separately)
1	Downtime of the facility (Hemodialysis Unit) shall be limited to 5% of the total working hours in a month (i.e. 26 days, Sundays not	Rs. 1,000.00 per machine for each day or part thereof of downtime beyond the allowed

	included),which shall be calculated facility-wise separately.	limit of 5%. (Down time to be calculated for each machine separately)
2	Technician (s) absenteeism.	Rs. 1,000.00 per person day in case of absenteeism.
3	No response from Nephrologist (s)	Rs. 500.00 per call and 2% per day of the monthly O&M charges/facility in case of non-response throughout the day.
4	Absence of quarterly visit at dialysis unit (s) by nephrologist	2% of total monthly O&M cost/facility per absence
5	The agency shall implement the project in all respect including manpower recruitment, training, installation, maintenance contracting, etc. and start operation in all hemodialysis units within three months of signing of Contract or handing over of site whichever is later.	Rs. 1,000.00 per each day of delay per machine.
6	Damage caused to the government property including unauthorized alteration, replacement or modification due to negligence in part of the Agency and its staff.	On actual basis as per assessment.

- c) The terms of the RFP appended to this agreement will be deemed to be the integral part of this agreement and are binding on the parties executing this agreement.
- d) Following letters/correspondence undertaken between the parties shall also form part of this agreement-

Authority	Agency
1. Request for proposal and amendment there to, if any.	(a) Proposal Submitted in response to RFP
2. Notice of Award of Contract	

e) Termination /Suspension of Agreement

- (1) The “Authority” may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension --
- (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- (2) The Client after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- (i) If the “Agency” do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Client have subsequently approved in writing.
 - (ii) If the Service provider becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - (iv) If, in the judgment of the Authority, the Service Provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.
- g) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Committee duly appointed by Commissioner – Health Services, DoPHFW, Government of Madhya Pradesh.

In witness whereof the parties hereto have set their hands on the.....day of.....2014.

For and on behalf of Agency

Authorized Signatory
<name & address of the organisation>

Date:

Managing Director, MPPHSCL
For and on behalf of Directorate of Health
Services, Government of Madhya Pradesh

<Office and Designation of the Authority>
DHS, DoPHFW, GoMP

Date:

1.Witness

1. Witness

2.Witness

2. Witness

BANK GUARANTEE FORM FOR EMD

In consideration of the Managing Director, Madhya Pradesh Public Health Services Corporation Limited, Bhopal (hereinafter called the "Tender Inviting Authority" or "Client") has floated tender/RFP no. -----(hereinafter called "said tender"), for wet leasing of providing Haemodialysis services as per terms and conditions mentioned in the above tender, M/s -----(hereinafter called "Tenderer") has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We _____ (hereafter referred to as the "Bank") hereby undertake following:

1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

Manufacturer's Authorization Form
(On the letter head of the manufacturer)

To

**Managing Director, Madhya Pradesh Public Health Services Corporation Limited, 4th
Floor, SatpudaBhawan, Bhopal (MP)**

Dear Sir,

Ref. Your Tender Enquiry document No _____, dated _____
We, _____ who are proven and reputable manufacturers
of _____ (name and description of the goods offered in the tender)
having factories at _____, hereby authorise
Messrs _____ (name and address of the agent) to submit a
tender, process the same further and enter into a contract with you against your requirement as
contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of e agent(s) who have been duly
authorised by the manufacturer to quote in this tender) is authorised to submit a tender,
process the same further and enter into a contract with you against your requirement as
contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty and CMC including machine oriented consumables
such as rubber parts, filters, batteries etc. (and except disinfectants & ultra-filters) as
contained in the above said tender document, read with modification, if any, for the goods and
services offered for supply by the above firm(s) against this TE document.

We further guarantee that all the machineries manufactured by us, which are being quoted by
M/sin the said tender, shall be under Comprehensive
Maintenance Contract with all parts and machine oriented consumables for the entire period
of the contract as envisaged in the above tender enquiry document.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note: 1. this letter of authorisation should be on the letter head of the manufacturing firm
and should be signed by a person competent and having the power of attorney to
legally bind the manufacturer.
2. Original letter may be sent
3. Power of Attorney by director(s) of the company in favour of signatory of above
letter

SCHEDULES

Schedule-1: Required Qualifications and Experience of Personnel

Particulars	Hemodialysis Technician	Nephrologist
Qualification	Diploma in Hemodialysis from an institute recognized by Paramedical Council of any State Government. The candidate should have registration with MPParamedical Council.	DM (Nephrology) or DNB (Nephrology) and Registered with any state medical council or MCI
Experience	Min. 12 months post qualification experience in dialysis management in a registered hospital.	
Job Responsibilities including but not limited to:	<ol style="list-style-type: none"> 1. Performing all aspects of the dialysis procedure as per prescription. 2. To be involved in day to day patient management. 3. Before starting dialysis: Assess hemodynamic status, indication of dialysis, vascular access, and any co-morbid illness. 4. During dialysis: Overall direct monitoring including dialysis prescription, care of vascular access, adequacy of flow, complications, and maintain liaison with and follow instruction of the nephrologist. 5. At the time of closure: Check access site, hemodynamic status, any complication, and give specific instruction if needed. 6. Conducting discharge assessment. 7. Following instructions of the dialysis doctors. 8. Conveying to the dialysis doctor any new event/change in patient status and recommending changes in the treatment based on the current needs of the patient. 9. Facilitating communication between the patient and patient's family on one side and the treating team on the other. 10. Keeping an inventory of items in the unit. 11. Providing oversight and direction to the trainee technicians/nurses. 12. Maintain and supervise dialyzer 	<ol style="list-style-type: none"> 1. Responsible for overall functioning of the unit. 2. Assess all patients, frame dialysis prescriptions, evaluate comorbid illnesses, advice concomitant therapies, and make/approve specific recommendations. 3. Perform regular review of all patient charts and visit every dialysis facility quarterly in a year. 4. Carry out periodic review of water quality and infection control measures. 5. Periodically evaluate the performance of dialysis doctors, technicians, and nurses. 6. Provide 24×7 hour consultation cover. 7. Be responsible for enforcement of patient care and safety rules and regulations. 8. Act as liaison between the hospital management, statutory bodies, dialysis staff, and patients. 9. Protect patient rights. 10. Supervise in-house teaching program. 11. Be part of periodic performance audit. 12. She/he should sit with the team and discuss all issues of concern. The unit should maintain a record of performance parameters, including but not limited to: proportion of patients with arteriovenous fistula (AV) fistula, treatment compliance

	reprocessing. 13. Participating in continuous quality improvement activities. 14. Entry and maintenance of records of all patients and produce them for medical auditing. 15. Disinfect Heamodialysis Machines as per required norms.	rates, infection rates categorized by site,organism and sensitivity, nutrition, rehabilitation status,co-morbidity management, clinically important events,drop-outs, and outcomes.
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Schedule-2:Technical Specification of Equipment to be Supplied:

(i) Dialysis Machine

Sr. No.	Description of Technical Specification
1	Description of Function
1.1	Dialysis M/C provides the facility to pure the body blood when kidney not in working condition or chronic kidney failure.
2	Operational Requirements
2.1	The blood pump should be able to run at least from 50 to 500ml/min and adaptable to standard A-V blood lines and should run even in the absence of water or dialysis flow.
2.2	Machine should have facility for variable Sodium, Bicarbonate, Regulated Ultra Filtration, Sequential Dialysis (Isolated UF).
2.3	Upgradable to future software developments and can be linked with Patient Data Management System.
3	Technical Specifications
3.1	Should have Na, Bicarbonate and UF profiling.
3.2	Variable conductivity setting between 12.5 to 15 mS/cm or wider.
3.3	Heparin pump with adaptability of various sizes of syringes up to 20 ml with pump flow rate from 1-10 ml/hr (0.1 ml increments).
3.4	Ultra filtration 0.1 to 2.5 litres/hr or more. The in and out fluid circuit must be separated so that there is no chance of contamination in the event of membrane rupture.
3.5	Should have integrated heat and chemical disinfection facility with both short and long disinfection program with day, night and week schedule.
3.6	All important data should be pre-setted so that machine can be used anytime without feeding data every time.
3.7	Should have automatic self-test Facility.
3.8	Machine can be connected to computer to feed all data and trouble shoot whenever any problem.
3.9	Alarm for reverse Ultra filtration and also be able to do sequential dialysis.
3.10	Audio visual alarms on limit violation of conductivity, blood leak, air leak, trans-

	membrane pressure, Dialysis temperature, Haemodialysis Completion, end of disinfection process, bypass and blood pump stop.
3.11	Battery back-up for 20-30 minutes for returning blood to patient at the time of power down.
3.12	Treatment parameter should be displayed on a touch color screen.
3.13	All Important parameters should be displayed at the time of dialysis.
4	System Configuration Accessories, spares and consumables
4.1	All necessary Accessories like pickup tubes (for A & B part), Filters should be supplied free of cost.
5	Environmental factors
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0 to 50°C and relative humidity of 15-90%
5.2	The unit shall be capable of being operated continuously in ambient temperature of 0 to 40°C and relative humidity of 15-90%
6	Power Supply
6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2	UPS of suitable rating with minimum 60 minutes battery back-up to run machine on a patient.
7	Standards, Safety and Training
7.1	Should be US FDA / CE ("ConformitéEuropéene") / UL / BIS/ MOH Japan Certified
7.2	Manufacturer/Supplier should have ISO certification for quality standards.
8	Maintenance
8.1	Should attend Planned Preventive Maintenance every quarter in a year during warranty and CMC period.
8.5	Comprehensive training for Dialysis staff and support services till familiarity with the system.
9	Documentation
9.1	User/Technical/Maintenance manuals to be supplied in English.
9.2	Certificate of calibration and inspection.
9.3	List of important spare parts and accessories with their part number and costing.
9.4	Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.

(ii) Reverse Osmosis (RO) Plant -Small

Sr. No.	Description of Technical Specification
1	Description of Function: The RO Plant is meant for filtration of inlet water suitable for operation of dialysis machines
2	Operational Requirements
2.1	Should be dialysis compliant Online RO Plant with closed loop System.

2.2	It should have capacity to produce 250 Litre/Hour post RO water.
2.3	Should be of Microprocessor based double pass RO system.
3	Technical Specifications
3.1	The pre-treatment and RO system should be fully automatic.
3.2	It should have Raw water tank with level detector for controlling overflow(6000 litres capacity), feeding pump(should be of Stainless Steel Head), Sand Filter, Iron removal, Charcoal (twin) Filter, softener, Reverse Osmosis, Ultra Violet Steriliser, RO water Storage tank of 1500 litres (stainless steel with conical bottom) with delivery pump (should be of stainless steel head).
3.3	Should have internal plumbing for RO System by medical grade PVC pipeline or stainless steel grade 316.
3.4	Should have plumbing for RO water storage tank (treated water) to each machine by medical grade PVC pipeline or stainless steel grade 316 with stainless steel connector.
3.5	Connection from RO Tank to Dialysis Machines should be returned back to RO Tank (Line should make Closed Loop)
3.6	Should have RO water Level Sensor in RO Storage Tank with Audible Alarm System.
3.7	Should have pre RO 0.2 and 0.5 micron filter for Bacterial protection.
3.8	Should have Rinse and Flush facility for the membranes in R.O. Unit.
3.9	Should have Conductivity meter, Pressure Gauge, Flow indicator.
3.10	There should be adjustments for output for water saving depending on the number of Machines in use.
3.11	RO Storage Tank should have Level sensor with high and low limit for automatic control on RO Pump.
3.12	Preferred to locate RO Plant and Raw water tank on same floor.
4	System Configuration Accessories, spares and consumables
4.1	All consumables required for installation and standardization of system to be given free of cost
5	Environmental factors
5.1	The unit shall be capable of operating continuously in ambient temperature of 10 -40 C and relative humidity of 15-90%
5.2	The unit shall be capable of being stored continuously in ambient temperature of 0 -45 C and relative humidity of 15-90%
5.3	Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
6	Power Supply
6.1	Protection against over voltage and over current line conditions.
7	Standards and Safety
7.1	Should have FDA or CE or BIS standard / for assembled component the quality standard should be as per approval of Appropriate standard authority related to used component.
7.2	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450

7.3	Manufacturer should have ISO certification for quality standards.
7.4	The chemical, contaminants, endotoxin and microbial tests of post R.O. water should Pass AAMI standards.
8	Documentation
8.1	User manual / Service manual in English
8.2	Certificate of calibration and inspection from factory.
9	Installation and maintenance
9.1	The bidder must arrange for the equipment to be installed by certified or qualified personnel; any prerequisites for installation to be communicated to the purchaser in advance, in detail.
9.2	The bidder to also provide user training (including how to use and maintain the equipment) and a comprehensive maintenance plan. The cost of the maintenance plan to be defined and guaranteed over the period of warranty.
9.3	The supplier to provide an after-sale service that covers the whole State. The service to have competent staff, adequate infrastructure and sufficient spare parts to be able to respond to any complaints and to repair or replace the equipment within 3 days.

(iii) Reverse Osmosis Plant-Big

Sr. No.	Description of Technical Specification
1	Description of Function: The RO Plant is meant for filtration of inlet water suitable for operation of dialysis machines
2	Operational Requirements
2.1	Should be dialysis compliant Online RO Plant with closed loop System.
2.2	It should have capacity to produce 500 Litre/Hour post RO water.
2.3	Should be of Microprocessor based double pass RO system.
3	Technical Specifications
3.1	The pre-treatment and RO system should be fully automatic.
3.2	It should have Raw water tank with level detector for controlling overflow(12000 litres capacity), feeding pump(should be of Stainless Steel Head), Sand Filter, Iron removal, Charcoal (twin) Filter, softener, Reverse Osmosis, Ultra Violet Steriliser, RO water Storage tank of 3000 litres (stainless steel with conical bottom) with delivery pump (should be of stainless steel head).
3.3	Should have internal plumbing for RO System by medical grade PVC pipeline or stainless steel grade 316.
3.4	Should have plumbing for RO water storage tank (treated water) to each machine by medical grade PVC pipeline or stainless steel grade 316 with stainless steel connector.
3.5	Connection from RO Tank to Dialysis Machines should be returned back to RO Tank (Line should make Closed Loop)

3.6	Should have RO water Level Sensor in RO Storage Tank with Audible Alarm System.
3.7	Should have pre RO 0.2 and 0.5 micron filter for Bacterial protection.
3.8	Should have Rinse and Flush facility for the membranes in R.O. Unit.
3.9	Should have Conductivity meter, Pressure Gauge, Flow indicator.
3.10	There should be adjustments for output for water saving depending on the number of Machines in use.
3.11	RO Storage Tank should have Level sensor with high and low limit for automatic control on RO Pump.
3.12	Preferred to locate RO Plant and Raw water tank on same floor.
4	System Configuration Accessories, spares and consumables
4.1	All consumables required for installation and standardization of system to be given free of cost
5	Environmental factors
5.1	The unit shall be capable of operating continuously in ambient temperature of 10 -40 C and relative humidity of 15-90%
5.2	The unit shall be capable of being stored continuously in ambient temperature of 0 -45 C and relative humidity of 15-90%
5.3	Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
6	Power Supply
6.1	Protection against over voltage and over current line conditions.
7	Standards and Safety
7.1	Should have FDA or CE or BIS standard / for assembled component the quality standard should be as per approval of Appropriate standard authority related to used component.
7.2	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
7.3	Manufacturer should have ISO certification for quality standards.
7.4	The chemical, contaminants, endotoxin and microbial tests of post R.O. water should Pass AAMI standards.
8	Documentation
8.1	User manual / Service manual in English
8.2	Certificate of calibration and inspection from factory.
9	Installation and maintenance
9.1	The bidder must arrange for the equipment to be installed by certified or qualified personnel; any prerequisites for installation to be communicated to the purchaser in advance, in detail.
9.2	The bidder to also provide user training (including how to use and maintain the equipment) and a comprehensive maintenance plan. The cost of the maintenance plan to be defined and guaranteed over the period of warranty.

9.3	The supplier to provide an after-sale service that covers the whole State. The service to have competent staff, adequate infrastructure and sufficient spare parts to be able to respond to any complaints and to repair or replace the equipment within 3 days.
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SCHEDULE – 3

CHECKLIST

Name of Bidder:

Name of Manufacturer of Dialysis Machines:

Name of manufacturer of RO plants:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Annexure-7 ?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 180 days from Techno Commercial Tender Opening date as per relevant clause of bid document?			
2.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
c.	Have you uploaded quoted equipment catalogue/brochure indicating equipment's technical specifications?			
d.	Have you submitted CVs of Nephrologist to be deployed?			
4. a.	Have you submitted satisfactory client certificate in support of operating dialysis units (if applicable) ?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	Have you submitted copy of the order(s) and end user certificate with respect to dialysis machines?			
5.	Have you submitted List of quoted group(s), quoted machines' make, model, country of origin etc.in technical?			
6.	Have you submitted prices of goods, turnkey (if any) in the Price Schedule as per Section Annexure-1?			
7.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number?			
9.	Have you fully accepted payment terms as per TE document?			
10.	Have you fully accepted delivery period as per TE document?			
11.	Have you accepted conditions regarding dialysis units working hours, 3 years warranty period including consumables & spares stipulated in bid document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per Tender Documents?			
15.	Have you furnished audited Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
16	Have you accepted that you shall depute required no. of dialysis technician and Nephrologist of mentioned qualification & experience and also agrees to their job description mentioned at Schedule 1 of bid document?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)