

राजस्थान सरकार

निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

क्रमांक: चि.प्र./पीपीपी/2017/379

दिनांक : 19/7/17

ई-निविदा सूचना

माननीय मुख्यमंत्री बजट घोषणा के अन्तर्गत राज्य के 25 जिला चिकित्सालयों (बीकानेर, हनुमानगढ़, डूंगरपुर, उदयपुर, प्रतापगढ़, टोंक, सिरोंही, दौसा जैसलमेर, बांसवाड़ा, नागौर, पाली, सवाई मोघोपुर, करौली, चित्तौड़गढ़, राजसमन्द, श्रीगंगानगर, बाड़मेर, जालौर, बारां, धौलपुर, अजमेर, कोटपूतली(जयपुर), पायटा (जोधपुर), मण्डोर (जोधपुर) में निजी जन सहभागिता के द्वारा हिमोडायलिसिस सुविधा का संचालन करना है। इच्छुक संस्थाएँ चिकित्सा विभाग की वेबसाइट www.rajswasthya.nic.in, www.eproc.rajasthan.gov.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर विस्तृत विवरण प्राप्त कर सकते हैं

खुली निविदा हेतु विवरण निम्न प्रकार है :-

1.	कार्यालय का नाम	निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, राज. जयपुर। (स्वास्थ्य भवन)
2.	कार्य का नाम	25 जिला चिकित्सालयों पर हिमोडायलिसिस सुविधा को पीपीपी मोड पर चलाये जाने के सम्बन्ध में
3.	अनुमानित लागत	55 लाख रुपये प्रति जिला चिकित्सालय
4.	अमानत राशि	1,10,000/- रुपये प्रति जिला चिकित्सालय
5.	प्री. बिड कान्फ्रेंस	31.07.17 प्रातः 11.00 बजे निदेशालय स्थित कान्फ्रेंस हॉल में
6.	ऑन लाईन निविदा प्रपत्र डाउनलोड एवं अपलोड की अवधि	21.07.17 से 28.08.17 सायं 05:00 बजे तक
7.	ऑन लाईन निविदा खोलने की दिनांक	29.08.17 को 03:00 PM बजे
8.	ऑन लाईन निविदा खोलने का कार्यालय,	निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, जयपुर
9.	निविदा फार्म शुल्क	1000/- रुपये डीडी निदेशक (जन स्वा) के पक्ष में
10.	निविदा प्रोसेसिंग शुल्क	1000/- रुपये डीडी MD(RISL) के पक्ष में

निविदा पत्रों को वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड किया जा सकता है, इन निविदाओं में भाग लेने वाले संवेदक निविदा को इलोकट्रोनिक फार्मेट में वेबसाइट www.eproc.rajasthan.gov.in पर अपलोड करा सकते हैं। वित्त विभाग की आदेश संख्या एफ. (1) एफ. डी. / जी. एफ. एण्ड ए. आर. / 2007 दिनांक 30.09.2011 (सर्कुलर नं. 19/2011) के अनुसार 50.00 लाख रुपये तक की राशि के कार्यों के लिए 500/- व 50.00 लाख रुपये से अधिक राशि के कार्यों के लिए 1000/- रुपये की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमांड ड्राफ्ट या बैंकर्स चेक के रूप में देय होगी। यह डिमांड ड्राफ्ट या बैंकर्स चेक या मनेजिंग डायरेक्टर, आर.आई. एस. एल., MD(RISL) के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।

- धरोहर राशि निविदा प्रपत्र में दर्शायी गयी कुल अनुमानित लागत की 2 प्रतिशत होगी निविदा शुल्क व डिमांड राशि/ बैंकर्स चेक Director (PH) के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।
- निविदादाता एक या एक से अधिक जिला चिकित्सालयों में हिमोडायलिसिस सुविधा का संचालन निजी जन सहभागिता से संचालन करने हेतु एक ही निविदा फार्म में आवेदन कर सकता है, लेकिन इस प्रकार के आवेदन के लिए निविदादाता को प्रत्येक जिला चिकित्सालयों में हिमोडायलिसिस सुविधा का संचालन करने के लिए अलग अलग रुपये एक लाख दस हजार की धरोहर राशि का डीडी/ बैंकर्स चेक को सीलबन्द लिफाफे में जमा करानी होगी एवं लिफाफे के बाहर आवेदन किये गये जिला चिकित्सालय का लोट नम्बर एवं नाम अंकित करना होगा।
- निविदा शुल्क, धरोहर राशि, MD(RISL) के पक्ष में देय शुल्क एवं शपथ पत्र (निविदा प्रपत्र में बताये अनुसार) की मूल प्रति संयुक्त निदेशक (चि.प्र.) कमरा नम्बर 108, निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, जयपुर में 29 अगस्त, 2017 को अपराह्न 11:00 बजे तक जमा कराया जाना आवश्यक है, इसके बिना तकनीकी निविदा को नहीं खोला जावेगा एवं उक्त की स्कैन प्रति निविदा प्रपत्र के साथ अपलोड करानी होगी।
- संबन्धित संयुक्त निदेशक (चि.प्र.) कमरा नम्बर 108, निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, जयपुर में संवेदक द्वारा 21.07.17 से 28.08.17 सायं 6:00 तक निविदा प्रपत्र को देखा जा सकता है अथवा वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर भी देखा जा सकता है। निविदा प्रपत्रों में निविदाकर्ता के लिए योग्यता सूचना

एवं निविदाकर्ता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राईंग, विविधन्न कार्यों की मात्रा एवं दरों का विवरण, नियम शर्तें व विवरण वर्णित है।

5. निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृति हेतु मान्य रहेगी, यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी धरोहर राशि जप्त करली जावेगी।
6. किसी भी निविदा को स्वीकार करने एवं बिना कारण बताए निरस्त करने के समस्त अधिकार निदेशक (जन स्वा०) के पास सुरक्षित है।
7. आरटीपीपी एक्ट 2012 एवं आरटीपीपी नियम 2013 के समस्त प्रावधान इस निविदा पर लागू होंगे।
8. ई-टेंडरिंग के लिए निविदादाता हेतु निर्देश:-
 - इन निविदाओं में दिलचस्पी लेने वाले निविदादाता निविदा पत्रों को वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड कर सकते हैं।
 - निविदाओं में भाग लेने निविदादाताओं को वेबसाइट www.eproc.rajasthan.gov.in पर रजिस्टर्ड करवाना होगा। ऑनलाइन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेन्शन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए द्वारा स्वीकृत ऐजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाता के पास पूर्व में वेद्य डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉरमेट में उपरोक्त साईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव भौतिक फॉर्म में स्वीकार्य नहीं होगा।
 - ऑनलाइन निविदाएँ निर्धारित दिनांक एवं समय पर ही खोली जायेंगी। यदि निविदा खोलने की दिनांक को राज्य सरकार के द्वारा किसी कारण से राजकीय अवकाश घोषित कर दिया जाता है तो निविदाएँ अगले कार्यदिवस को खोली जावेगी।
 - सशर्त निविदाओं को स्वीकार नहीं किया जावेगा।
 - इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवें की निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ संलग्न कर दी गई हैं।
 - कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
 - मूल निविदा एवं निविदा प्रपत्रों में आवश्यक सभी सूचियों/एनेक्सचर को सम्पूर्ण रूप से भरकर ऑनलाइन दर्ज किया जाना चाहिए।
9. निविदादाताओं को मूल निविदा प्रपत्रों के साथ निविदा शुल्क, प्रोसेसिंग शुल्क तथा धरोहर राशि के डिमांड ड्राफ्ट/बैंकर्स चेक, शपथ पत्र, रजिस्ट्रेशन प्रमाण पत्र एवं गत 3 वर्षों का बेलेंस सीट (सीए से प्रमाणित करवाकर) तथा गत तीन वर्षों की इनकम टैक्स रिटर्न प्रमाण पत्र की प्रतियाँ वेबसाइट www.eproc.rajasthan.gov.in पर अपलोड कराना आवश्यक है। निविदा शुल्क, धरोहर राशि, आरआईएसएल के पक्ष में देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक तथा शपथ पत्र की भौतिक प्रति उक्त निर्धारित तिथि एवं समय तक निदेशालय, चिकित्सा एवं सेवायें, जयपुर के कमरा नम्बर 108 में जमा करानी होगी इसके अभाव में निविदाओं पर विचार नहीं किया जावेगा।

यदि किसी कारणवश उस दिन अवकाश रहता है तो उसके अगले दिन उसी समय व उसी स्थान पर निविदाएं खोली जायेगी। निविदा खोलने की तिथि को किसी कारणवश सारी निविदाएं खोली नहीं जा सकती है तो उसके अगले कार्य दिवस शेष निविदाएं खोलने का कार्य जारी रखा जायेगा।

तकनीकी निविदा में सफल निविदादाताओं की वित्तीय निविदा खोलने की सूचना निविदादाताओं को ईमेल द्वारा दी जावेगी।

निविदा शुल्क, धरोहर राशि, प्रोसेसिंग फिस के डी.डी./बैंकर्स चेक एवं शपथ पत्र भौतिक रूप से इस निदेशालय को निर्धारित दिनांक पर जमा कराने होंगे। उक्त दस्तावेजों की स्कैन प्रति निविदा के साथ www.eproc.rajasthan.gov.in पर अपलोड करानी होगी इसके अतिरिक्त निविदा संबंधित प्रक्रिया ऑनलाइन होगी।

निदेशक (जन स्वास्थ्य)
चिकित्सा एवं स्वास्थ्य सेवाएं
राज.जयपुर

DEPARTMENT OF MEDICAL & HEALTH GOVERNMENT OF RAJASTHAN

REQUEST FOR PROPOSAL FOR HAEMODIALYSIS FACILITY AT DISTRICT HOSPITAL UNDER PPP MODEL



Contact Person Detail:

Joint Director (H.A.)

Room No. : 108

Directorate Medical & Health Services

Office Phone No. : 0141-2388020

Email_id : addtiha@gmail.com

Department website : www.rajswasthya.nic.in

Request for proposal (RFP)

Request for proposal (RFP) to the Private Organizations to execute the project "Contracting Haemodialysis at District Hospital under PPP model" in Rajasthan.

The bidding document may be downloaded from SPP Portal, departmental website and DIPR website and uploaded on the website www.eproc.rajasthan.gov.in

1. The application consists of (A) **Technical bid** for resource requirements details. (B) **Financial bid** The minimum quote for per session cost of Haemodialysis and factors all the infrastructure, HR (Nephrologist, medical officers, Nurses, technicians, supportive infrastructure, dialyzer and all other consumables etc.), operational and maintenance cost for the project will be selected.
2. The submitted applications will be evaluated by Department of Health & Family Welfare, Government of Rajasthan.

Following schedule will be observed in this regard:

Schedule	Time and Dates
Pre-bid conference	31.07.2017 at 11:00 AM
Last date for Submission of Bids	28.08.2017 at 05:00 PM
Opening of tender Document (Technical bid)	29.08.2017 at 03:00 PM

Director (PH)

"Directorate of Medical & Health Services"
Rajasthan, Jaipur

[Handwritten signature]

Table of Contents

S.No.	Content	Page No.
1.	PROJECT BACKGROUND	1
2.	SCOPE OF WORK	2
3.	INSTRUCTIONS TO BIDDER	3-4
4.	EVALUATION OF TENDER	5
5.	ELIGIBILITY CRITERIA	6
6.	TERMS AND CONDITIONS	7-13
7.	APPENDIX –A (FORWARDING LETTER FOR TECHNICAL BID)	14-15
8.	APPENDIX –B (BIDDER’S AUTHORISATION LETTER)	16
9.	APPENDIX –C (ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST TWO YEARS)	17
10.	APPENDIX –D (DECLARATION BY BIDDER)	18
11.	APPENDIX –E (FORMAT FOR CONSORTIUM AGREEMENT)	19-21
12.	APPENDIX –F(RECORDS FOR PROCEDURE)	22
13.	APPENDIX –G (STAFF PATTERN FOR DIALYSIS UNIT)	23
14.	APPENDIX –H (HAEMODIALYSIS MACHINE & ASSOCIATED SYSTEMS)	24-28
15.	APPENDIX –I FINANCIAL PROPOSAL (BOQ)	29
16.	ANNEXURE –A (COMPLIANCE WITH THE CODE OF INTEGRITY AND NO. CONFLICT OF INTEREST)	30
17.	ANNEXURE- B (DECLARATION BY THE BIDDER REGARDING QUALIFICATION)	31
18.	ANNEXURE – C (GRIEVANCE REDRESSED DURING PROCUREMENT PROCESS.)	32-33
19.	ANNEXURE – D (ADDITIONAL CONDITIONS OF CONTRACT)	34



1. Project Background:

- i. Due to lack of specialist urologists/nephrologists, dialysis facilities are not available in district hospitals of Rajasthan.
- ii. Government of Rajasthan is seeking assistance of the private sector to partner with the government to improve the availability and quality of Dialysis Facility at District Hospital towards meeting gaps in dialysis facility at District Hospitals for chronic renal failure patient.
- iii. The Government of Rajasthan wishes to leverage a public-private partnership (PPP) for the health sector. The over-riding objective of the policy is to utilize the technical, financial and managerial resources available in the private sector for running existing dialysis facility at Chittorgarh, Pali and Rajsamand district hospitals and operationing new dialysis facility at remaining 22 district hospitals.
- iv. To improve the quality of dialysis facility at district hospital in Rajasthan, Government of Rajasthan has decided to contract out dialysis facility at district hospital. This project is executed by the Government of Rajasthan.
- v. The current RFP is being released to invite proposals for, operations and management of Haemodialysis machine in following District Hospital in the state.

Lot No.	Name of District Hospital
1.	District Hospital, Bikaner
2.	District Hospital, Hanumangarh
3.	District Hospital, Dungarpur
4.	District Hospital, Udaipur
5.	District Hospital, Pratapgarh
6.	District Hospital, Tonk
7.	District Hospital, Sirohi
8.	District Hospital, Dausa
9.	District Hospital, Jaismir
10.	District Hospital, Banswara
11.	District Hospital, Nagour
12.	District Hospital, Pali
13.	District Hospital, Sawai Madhopur
14.	District Hospital, Karauli
15.	District Hospital, Chittorgarh
16.	District Hospital, Rajsamand
17.	District Hospital, Shriganganagar
18.	District Hospital, Barmer
19.	District Hospital, Jalor
20.	District Hospital, Baran
21.	District Hospital, Dholpur
22.	District Satellite Hospital, Ajmer
23.	District Satellite Hospital, Kotputli (Jaipur)
24.	District Satellite Hospital, Paota (Jodhpur)
25.	District Satellite Hospital, Mandore (Jodhpur)

2. SCOPE OF THE WORK

The Service Provider shall be responsible for operationalization of Dialysis facility at district hospitals.

- I. Medical and Health department, Rajasthan, Jaipur will provide land/space and following equipment available at district hospital:-

S.No.	District Hospital Name	No. of Haemodialysis Machine	No. of Split air conditioner 1.5 Tonne	No. of Cardiac Monitor with Defibrillator	No of Motorized Bed	No. of RO Plant
1.	Bikaner	2	2	1	2	1
2.	Hanumangarh	2	2	1	2	1
3.	Dungarpur	2	2	1	2	1
4.	Udaipur	2	2	1	2	1
5.	Pratapgarh	2	2	1	2	1
6.	Tonk	2	2	1	2	1
7.	Sirohi	2	2	1	2	1
8.	Dausa	2	2	1	2	1
9.	Jaislmer	2	2	1	2	1
10.	Banswara	2	2	1	2	1
11.	Nagour	2	2	1	2	1
12.	Pali	8 (6+2)	6 (2+4)	1	8	2
13.	Sawai Madhopur	2	2	1	2	1
14.	Karauli	2	2	1	2	1
15.	Chittorgarh	8 (6+2)	6 (2+4)	1	8	2
16.	Rajsamand	4 (2+2)	2	1	4	2
17.	Shriganganagar	2	2	1	2	1
18.	Barnmer	2	2	1	2	1
19.	Jalore	2	2	1	2	1
20.	Baran	2	2	1	2	1
21.	Dholpur	2	2	1	2	1
22.	Hospital, Ajmer	2	2	1	2	1
23.	Kotputli (Jaipur)	2	2	1	2	1
24.	Paota (Jodhpur)	2	2	1	2	1
25.	Mandore (Jodhpur)	2	2	1	2	1

If extra Haemodialysis machine are needed, service provider will establish extra Haemodialysis machine at his own cost and rate per Haemodialysis session shall be the same as approved by Government. Department will provide only land/space and the service provider shall make complete arrangements to make the dialysis facility operational HR (trained Nephrologists, Medical officers, Nurses, technicians), supportive infrastructure, dialyzer and all other drugs & consumables etc., operational and maintenance cost for the project will be borne by service provider.

- II. The decision to refer a patient for dialysis in District hospital should originate from a qualified nephrologists. In all cases, the diagnostic tests (Urea, Creatinine, Sodium, Potassium, complete bio-chemistry & haematology profile) before and after the dialysis should be done through MNJY. Incorrect laboratory tests may lead to wrong referral for dialysis hence due precautions would be taken to refer a patient for dialysis and laboratory reports before and after the dialysis cycle should be recorded.
- III. Provide dashboard for monitoring of service delivery with due diligence to patient privacy for administrative Staff. Treating Nephrologist should have complete access to the dashboard.
- IV. SMS based appointment system for all patients enrolled for services.

3. INSTRUCTIONS TO BIDDER

I. **General Instructions :-** The bidder should prepare and submit its offer as per instructions given in this section.

- a) The tenders shall be completed with all documents and **uploaded on** website w.w.w. eproc.rajasthan.gov.in. Those submitted by fax or by email with attachments shall not be considered.
- b) The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders/bids should be for all components of the job /service.)
- c) The prices quoted shall be firm and shall include all applicable taxes and duties. This shall be quoted in the format as per BOQ only.
- d) The tenders (technical and financial) shall be uploaded (with a covering letter as per **Appendix 'A'**) before the last date of submission.

II. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of **uploading** of tender as given in the tender schedule. The Director (PH) shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

III. Earnest Money Deposit (EMD)

- a) Earnest money Rs. 1.10 Lakh (One Lakh Ten thousand) per Haemodialysis facility centre (district hospital) will be in form of Demand Draft/ Bankers Cheque drawn in favour of Director (PH) Medical & Health Services Rajasthan Jaipur. An applicant can submit proposal for one or more than one hospital in same application but in such case, he has to deposit earnest money in multiple of Haemodialysis at district hospital applied. For each Haemodialysis at district hospital bid a separate DD/Bankers cheque Rs. 1.10 Lakh as earnest money should be submitted, the envelope containing all DD/Bankers cheque should be sealed and lot number or name of Haemodialysis at district hospital applied should be clearly mentioned on the envelop.
- b) It may be noted that no tendering entity is exempt from deposit of EMD. Tenders submitted without EMD shall be rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) EMD of a bidder may be forfeited without prejudice to other rights of the procuring entity, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of Procuring entity, if it fails to furnish the required performance security within the specified period.



IV. Preparation of Tender

The bids shall be uploaded as follows:

i. TECHNICAL BID

Which shall be uploaded with forwarding letter ("**Appendix "A"**") and shall include the following:

- A. Rs. 1000/- DD/Bankers Cheque in favor Director (PH), DMHS, Jaipur regarding payment of Tender Cost.
- B. Rs. 1000/- DD/Bankers Cheque in favor MD (RISL), Jaipur regarding payment of Processing Fee.
- C. Bank Draft /Bankers Cheque Rs 1.10 lakh (One lakh ten Thousand only) each Haemodialysis facility at district Hospital in favor of Director (PH), DMHS, Jaipur payable at Jaipur towards E.M.D.
- D. Original tender document duly stamped and signed in each page along with the forwarding Letter confirming the performing the assignment as per "**Appendix "A"**"
- E. Experience particulars of the bidder as per "**Appendix -"C"**"
- F. Copy of the Income Tax Returns acknowledgement for last three assessment years 2014-15, 2015-16 & 2016-17.
- G. Copy of audited accounts statement for the last three financial years attested by CA.
- H. A duly notarized declaration from the bidder in the format given in the "**Appendix-"D"**" to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.
- I. Bidder experience should have operational Haemodialysis.

ii. FINANCIAL BID.

- a. **Financial bid open:-** financial bid of only those bidders will be opened, whose Technical bids are found eligible by the committee of Directorate, Medical & Health Services, Jaipur.
- b. **Financial bid Selection:-** The minimum quote for per session cost of Haemodialysis will be selected. **Prices** shall be inclusive of all taxes & duties. In each district hospital per session of Haemodialysis rate cost quoted in "**BOQ"**

V. Period of contract

The contract will be for 10 year from the date of MoU.

VI. Tender Submission

Bidder can submit for one or more than one Haemodialysis facility at District Hospital Technical proposal uploaded in same application but in such case, he has to deposit earnest money Rs. 1.10 lakh (One lakh ten thousand only) in multiple of tender for Haemodialysis facility at District Hospital applied. For each Haemodialysis facility at District Hospital bid as separate DD/Banker Cheque Rs. 1.10 lakh (One lakh ten thousand only) as earnest money should be submitted, envelope containing all DD/Banker Cheque should be sealed and Lot No. or Name of Haemodialysis facility at District Hospital applied should be clear mention on the envelope.

Each page form Annexure and Appendix of Request for Proposal (RFP) must be signed by bidder with seal of the firm/legal entity. If bidder not signed and if authorizing some other person then authorization letter. Appendix 'B' should be submitted with documents. If authorized signatory with seal of firm and legal entity is not found than application will not be accepted.

4. EVALUATION OF TENDERS

I. Scrutiny of Tenders

- a) The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Document.
- b) The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the Procuring entity as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify in technical bid, will be considered and opened.

II. Infirmary / Non-Conformity

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

III. Bid Clarification

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



5. ELIGIBILITY CRITERIA

- I. The agency (A preferably Not for Profit organization or a single legal entity/entrepreneur or a consortium (Appendix 'E') or thereof) selected through this RFP shall be required to run one or more of the dialysis facility at district hospital.
- II. The Bidder shall have a minimum of two financial years of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last two years should be submitted as per Performa in **Appendix 'C'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. /Semi Govt. Depts. should be specifically brought out. The decision of the Procuring entity as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.
- III. The facilities should have operational Haemodialysis facility for at least 2 financial years prior to the submission date.
- IV. The Bidder is not presently blacklisted/ debarred by the Procuring entity or by any State Govt. or its organizations by Govt. of India or its organizations.
- V. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department with latest position.
- VI. The principal bidder/lead partner shall have an average turnover of Rs 1.00 Crores per annum in last three financial years.
- VII. In case of audited financials not being available for the last completed financial year, CA certified provisional financials should be provided
- VIII. Each page, Form, annexure and Appendices of the original Request for Proposal (RFP) must be signed by bidder with seal of the firm/legal entity. If the bidder is not signing and if he is authorizing some other person through authorization letter Appendix 'B' should be uploaded with bid document. In absence of signature of authorized signatory, the proposal will not be accepted.
- IX. Bidder can submit bids for one or more than one Haemodialysis Center at district hospital proposal in same application but in such case, he has to deposit earnest money multiplied by Haemodialysis Center at district hospital applied. For each Haemodialysis Center at district hospital bid a separate DD/Bankers cheque Rs. 1.10 lakh (One lakh ten thousand) as earnest money should be submitted, envelope containing all DD/Bankers cheque should be sealed and lot number or name of Haemodialysis Center at district hospital should be clearly mention outside the envelop.
- X. Net worth certificate approved by CA.
- XI. The Director (PH), Medical & Health Services, Rajasthan, Jaipur reserves the right to accept or reject one or all applications without giving any explanation.

6. TERMS AND CONDITIONS

I. Signing of Contract

The Procuring entity shall issue the Notice for Award of Contract or LoA. to the successful bidder within the bid validity period. And the successful bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication.

II. Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties.

Modification, if any, to the contract shall be in writing and with the consent of the parties.

III. Performance Security

- a) Performance security shall be solicited from all successful bidder. The amount of performance security shall be Rs. 3.00 lakh for each hospital.
- b) Performance security shall be furnished in any one of the following forms:-
 - i. Deposit through eGRAS;
 - ii. Bank Draft or Banker's Cheque of a scheduled bank;
 - iii. National Savings Certificates and any other script/instrument under National Saving schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iv. Bank guarantee's of a scheduled bank . It shall be got verified from the issuing bank. Other condition regarding bank guarantee shall be as mentioned in the rule-42 of bid security of RTPP Rule 2013
 - v. Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharge by the bidder in advance. The procuring entity shall ensure before, accepting the Fixed deposit Receipt that the bidder furnishes an undertaking from the bank to make payment /premature payment of the fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- c) Performance Security furnished in the form specified in clause (ii) to (v) of sub-rule (b) shall remain valid for a period of sixty days beyond date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- d) If the firm/contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for the forfeiture, wholly or partly, as decided by the purchaser and the contract may also be cancelled.

IV. Compliance of Minimum Wages Act and other statutory requirements

The bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The bidder shall also comply with all other statutory provision including biomedical waste management, bio-safety, occupational, fire fighting system and environmental safety.

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

V. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the bidder's bills.

The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

VI. Damages for Mishap/Injury

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

VII. Termination of contract

The department/appropriate authority may terminate the contract if the successful bidder withdraws its tender after its acceptance or fails to submit the required performance securities for the initial contract and or fail to fulfil any other contractual obligation. In that event the Procuring entity will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Procuring entity.

VIII. Arbitration

-  a) If dispute or difference of any kind arise between the Directorate, Medical & Health Services and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations within 30 days.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within 30 days of commencement of consultations, then either the Directorate, Medical & Health Services or the service provider 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 arbitrator,

i.e. of an officer to be appointed by the Principal Health Secretary 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 Principal Health Secretary to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor and the arbitrator shall give reasoned award in every case referred to for arbitration and only award for Rupees One Lac (Rs.1,00,000/-) or more can be challenge in civil court.

- c) The service provider shall notwithstanding the existence of any dispute or difference continue to provide services under contract and service provider shall not withhold payment orders payable to medical and health department except such payment are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law in the court of law.
- e) Venue of Arbitration: the venue of arbitration shall be the place from where the agreement has been executed.

IX. Applicable Law and Jurisdiction of Court:

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

X. Other Terms & Conditions

- a) The Project will be awarded for a period of 10 years and the Service Provider will be obliged to manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the contractor does not follow the rules, regulations and terms and condition of the contract.
- b) The Authority may provide the required space, and equipment as prescribe in point 2 (I) scope of the work and service provider manage and operate of Project. A lease agreement shall be entered for the full term of the contract at value and terms declared by the authority. Possession Certificate in plain paper shall be issued while handing over the above mentioned space. At least two machines will be available in these hospitals. In case, the service provider is required to install more machines considering the volume of increased service, if constructed area is not available then the land or space will be made available and the construction have to be done by bidder at his own cost.
- c) Start of haemodialysis: The service provider shall start and functional of the haemodialysis facility within a period of maximum 1 month from the date of MoU. For

delayed start a penalty of Rs. 1000/- per day shall be levied. If delay is more than one month, the order would stand automatically cancelled and performance security shall stand forfeited.

- d) Financial capacity :- service provider should have financial capacity (Net worth) of Rs. 15.00 lakh (Approve by C.A.) for each hospital applied.
- e) At the end/breach of the contract period, the machine and its accessories will be return by service provider (bidder) to the department in the condition in which, it was handed over to the service provider subject to normal wear and tear. AMC of machines will be mandatory and charges of AMC shall be borne by service provider.
- f) Bid will be valid for 90 day from date of opening the Technical Bid.
- g) No guarantee will be given by the Medical & Health dept. regarding the minimum no. of Haemodialysis session done.
- h) In case of any conflict, regarding term and condition between service provider and Medical & Health Department the decision of Principal Health Secretary will be considered final.
- i) Technology Up gradation: The machine shall be suitably upgraded by the service provider under following conditions:
 - (i) Review by a board appointed by Authority upon assessing the need for a technology up gradation. Such reviews should not be made in less than one year.
 - (ii) Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology
- j) All the pre-requisites such as civil, electrical, computer or any other changes in the site for installation of machine will be executed by the service provider at its own cost, with due permission of the Authority (permission required only if the space is provide by the administration). The district hospital administration will not be responsible for any loss/ damage to the machine/ property due to natural hazard and licence will take adequate insurance cover at his own risk & liability for all damages arising out due to any unprecedented reasons. The service provider shall provide round the clock security services for the Dialysis facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnification clause.
 - 1. In case providing of electricity from existing power connection of the hospital is feasible, without incurring any additional cost to the hospital, the hospital authority may allow power consumption through a power sub-meter. The cost on such power connection and sub-meter shall be borne by the service provider. The power consumption charges shall also be borne by the service provider on proportional basis.
- k) All expenses on account of man power, electricity, water and other maintenance of premises, security or any other expenses incurred in the day to day running of the machine and AMC shall be borne by the service provider.

- l) The service provider shall provide for storage of soft copy and hard copy of all records at the District Hospital at its own cost. In case of change of service provider for any reason, the stored data must be transferred to the new provider for continuation of storage.
- m) Service Provider shall ensure best quality of haemodialysis and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority. Service provider to provide the Kt/v and standardised Kt/V report for each patient to the committee.
- n) Quarterly review of performance and observance of terms & conditions shall be carried out by a committee which shall include PMO & senior specialist. MD Medicine.
- o) The service provider will have to maintain an uptime of 90% with maximum 7 days of downtime at a stretch of any single dialysis machine of the facility. In case the service provider fails to do so, the provider shall pay a sum equivalent to cost of a single dialysis multiplied by total number of dialysis done per day during the given month, for each day of shutdown beyond 7 days. If shut down extends beyond 10 days in a month due to technical and/or administrative reasons on the part of service provider, the contract may be revoked/cancelled by order of Procuring Entity. Service provider shall make alternative arrangements for procedure of dialysis (including free transportation of patients) in case the machine is out of order/ broken down for period greater than 48 hours. The rates, at which the Authority has engaged the service provider, shall not change in any case.
- p) The service provider will provide free Haemodialysis to BPL, all female patients, senior citizen, Astha card holder (Special able people), Prisoner patient on submission of document for verification to PMO in above categories as per government norms. A copy of all such receipts shall be submitted on a monthly basis by the service provider to the District Hospital Authority. This will form the basis of monthly payment by PMO to the service provider for the said services. All receipts shall be subject to a third party annual audit and the audit report submitted shall be considered as part of annual work report of the service provider for that facility.
- q) AV Fistula/ Intra-jugular catheterization or any such other procedure.
The service provider may charge the cost of AV Fistula/Intra-jugular catheterization procedure from the patient. However the patients is at liberty to get done this procedure form elsewhere/District hospital on payment basis.
- r) Service provider will charge Haemodialysis charges from non free patients on approved rates Service provider will provide receipt of all haemodialysis session to the patients.
- s) The following records shall be maintained on a daily basis by the service provider:
- Daily patients register including outside as well as for patients referred by District Hospital to be separately maintained.
 - Log book for record of any breakdown/shut down of the machine/facility.
 - Each Haemodialysis session patient charge receipt register.

- t) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility. The service provider may however refer the haemodialysis to another government recognized centre in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred centre.
- u) The provider shall take a third party insurance policy to cover the patients sent by the District Hospital against any mishap during patient transport, inside the dialysis facility and for consequences arising due to reporting error. Conforming to the provision of the consumer protection act shall be the sole and absolute responsibility/liability of the service provider.
- v) Vacate Premises:- Premises will revert back to the possession of Medical & Health Department, Rajasthan, Jaipur within a period of 30 days from the date of expiry/termination of the contract. In case the service provider fails to vacate the premises within a period of 30 days, penalty charge Rs. 5000/- per day upto 7 days will be charged from service provider by Hospital Administration and after 7 days haemodialysis facility will be forfeited by the Hospital Administration and service provider will not claim for it.
- w) Provider shall arrange for appropriate and adequate signage and IEC (Information-education- communication) activities for facility as decided by the authority.
- x) The provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.
- y) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Bids.
- z) The Service provider shall be obligated to provide 8AM to 8 PM dialysis services, if required to meet the work load ensuring that no patient has a wait time of more than 24 hours from the scheduled dialysis session.
- aa) Medical and Health Department will not have any liability to regularize the contractual staff hired by service provider after termination of contract period
- bb) Bidder should write page no. On every page of technical bid document and it's any annexure and present index at the first page indicating titles of document.
- cc) Training: Service provider will provide Haemodialysis training to nominated Hospital staff for clinical and research work during the hospital hours.
- dd) The Service provider (First Party) will manage and maintain fire fighting system and maintenance and should also have to take necessary fire insurance.
- ee) The issue for which the RFP Document is silent will be dealt and decided as per the relevant provisions of RTTP Act 2012 Rules 2013.

XI. Training/Skilling:

The service provider will create a training center at District Hospital Chittorgarh, Pali & Rajsamand for dialysis technologist, dialysis nurses, RO operator, and diabetic educator and provide relevant training in theory, practical and on the job. The service provider will not be paid any charges for skill development training; however, the department does not have any objection if the service provider obtain funds for such skill development training from any other department/agency of the State/Central Government. Number of students in a batch around 30-50 and duration of training 3 months with minimum 90 hours of on the job training and 60 hours of class room training. The service provider is required to conduct atleast one training course in a financial year. The number of students may be increased / reduced on mutual consent. Service provider may take up other courses in health sector as well. The service provider shall run only those courses which are recognized by law./policy. No such course/activity shall be conducted which is illegal or not allowed as per law/ rules / MCI guidelines etc.

The Service provider will carry out the following activities:

- a) Minimum one skill development training course of 3 months in a financial year.
- b) Prepare a training program and training calendar. A draft training program will be submitted to the department for its inputs / validation. It is required that the private partner provides details of the curriculum, number of hours of practical training / theory / on the job training. On approval of the training program / curriculum by the department, the private partner will be provide training to the trainees
- c) Provide necessary course materials and other relevant material required for skilling
- d) Conduct periodic assessments and exams and certify the students.
- e) Maintain a database of trainees attending the program and share the details with the department.
- f) Provide on the job training for dialysis technicians, dialysis and RO maintenance Operators.

The service provider will provide adequate manpower for skilling purposes.

The Service provider will maintain training simulators for the candidates

- Haemodialysis Practice Arm
- Haemodialysis Practice Arm Vein Replacement.
- Haemodialysis Practice Arm Vein Replacement for use with Haemodialysis Practice Arm

XII. Additional qualification criteria for 3 districts (Chittorgarh, Pali and Rajsamand)

The bidders should have organised at least three skill development training programmes of 3 months duration in the field of Haemodialysis.

XIII. The bidders who intend to submit proposal for the district hospital Chittorgarh, Pali and Rajsamand are required to have additional qualification as mentioned at para XII in addition to other criteria mentioned in this RFP.

XIV. The bidders who submit proposal for hospitals other than Chittorgarh, Pali, and Rajsamand are not required to meet the criteria/conditions mentioned in para XI and XII.

APPENDIX -A

Forwarding Letter for Technical Bid (To be submitted by all bidders in their letterhead)

Date:.....

To

Director(PH)
Directorate Medical & Health Services,
Swasthya Bhawan, C-scheme, Tilak Marg Jaipur,
Rajasthan

Sub: Tender for Providing of Hemodialysis services at District Hospital under
Tender No....

Sir,

1. We are submitting, herewith our tender for providing Dialysis services for District Hospital
Name and Lot No. :-

- i.
- ii.
- iii.

2. We are enclosing:-

- i. Each page, form, Annexure and Appendix of the original Request for Proposal (RFP) must be signed by bidder with seal of firm/legal entity .
- ii. Declaration by Bidder (Appendix. D)
- iii. Rs. 1000/- DD/Bankers Cheque No. Dated : in favour of Director(PH) toward tender fees.
- iv. Rs. 1000/- DD/Bankers Cheque No. Dated : in favour of MD(RISL) toward Processing fees.
- v. Detailed of Earnest Money :-

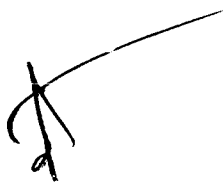
- a) Name of District Hospital..... Earnest Money Ammount.....
DD/Banker Cheque No. Dated :
- b) Name of District Hospital..... Earnest Money Ammount.....
DD/Banker Cheque No. Dated :
- c) Name of District Hospital..... Earnest Money Ammount.....
DD/Banker Cheque No. Dated :

Toward Earnest Money Deposit (EMD), in favour of Director (PH) Directorate
Medical & Health Services, Jaipur, Rajasthan.

3. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per terms and condition No.....
4. We agree to keep our offer valid for the period for the period stipulated in your tender enquiry.

Signature of the Bidder.....

Seal of the Bidder.....



APPENDIX -B

BIDDER'S AUTHORISATION LETTER

(To be submitted by authorized agent)

To

Director (PH)
Directorate Medical & Health Services,
Swasthya Bhawan, C-scheme, Tilak Marg, Jaipur,
Rajasthan

Ref. Your TE document No. _____, dated _____

Dear Sirs,

We, _____ are the service
provider of _____ (name of services(s) and hereby
conform that;

1. Messrs. _____ (name and address of the agent) is our authorized agents for

2. Messrs. _____ is authorized to sign and submit the RFP on our behalf.

Yours faithfully,

[Signature with date,

name and address]

Of the authorized Agent



[Signature with date, name and designation]

For and on behalf of

Messrs _____

[Name & Address of the Service provider]

Note:

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



APPENDIX - C

ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST TWO YEARS

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

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

Note: Attach extra sheet for above Performa if required.

Signature.....

Name

APPENDIX -D

Declaration By Bidder

I/We agree that we shall keep our price valid for entire period of contract. I/We will abide by all the terms & conditions set forth in the tender documents No. /

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



Signature of the bidder:

Date :

Name & Address of the Firm:



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

APPENDIX -E

Format For Joint Bidding Agreement

(Format for Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement executed on this _____ day of _____ Two thousand _____ Eleven between M/s [insert name of Lead Member] _____ a Company

incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____

_____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details and percentage

shareholding separately of all the Consortium Members] for the purpose submitting response to RFP, and execution of "Agreement" (in case of award), against RFP dated _____ issued by Directorate of Medical and Health Services (DM&HS), Government of Rajasthan and having its Registered Office at Swasthya Bhawan, Jaipur.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the DM&HS intends to operate professionally managed and running "Existing CT Scan Machine"

WHEREAS, the DM&HS had invited response to RFP vide its Request for Proposal (RFP) dated _____.

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by DM&HS wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead

Member as defined in the RFP for self and agent for and on behalf of Member-2, ---, Member-n.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion

Name	Percentage
Member 1	-----
Member 2	-----
Member n	-----
Total	100%

We acknowledge that after execution of the "Agreement", the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained till the completion of the same.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper Financial Closure.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof for which the Lead member agrees thereto.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of DM&HS in terms of this RFP.
12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the "Agreement" between DM&HS, Government of Rajasthan and the bidder consortium and shall remain valid until the expiration or early termination of the same.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP Bid.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the "Agreement" except with prior written consent of DM&HS.

15. This Agreement

a) It has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

I may not be amended or modified except in writing signed by each of the Members and with prior written consent of DM&HS.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP& Agreement.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature

Signature

Name:

Name:

Address:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature

Signature

Name:

Name:

Address:

Address:

For M/s-----[Member n]



(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature


Signature

Name:

Name

Address:

Address:

Signature and stamp of Notary of the place of execution

APPENDIX -F

Records for Procedure

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

1. Patient care
 - a. Dialysis charts
 - b. Standing order for haemodialysis - updated quarterly
 - c. Physician's order
 - d. Completed consent form
 - e. Patient's monitoring sheet
 - f. Standing order for medication
 - g. Laboratory results
 - h. Confinements with corresponding date and name of hospital
 - i. History and physical examination
 - j. Complication list
 - k. Transfer/referral slip (for patients that will be transferred or referred to
 - l. another health facility)
2. Incident and accident (in logbooks)
 - a. Complications related to dialysis procedure
 - b. Complications related to vascular access
 - c. Complications related to disease process
 - d. Dialysis adequacy of patients on thrice weekly treatments
 - e. Outcomes
 - f. Staff/patient's hepatitis status
3. Staff and patient vaccination and antibody titer status as applicable
 - a. Hepatitis B (double dose) - 0, 1,2,6 months
 - b. Influenza - annually
 - c. Pneumococcal - every 5 years
4. Water treatment
 - a. Bacteriological
 - b. Endotoxin
 - c. Chemical
5. Facility and equipment maintenance schedule
 - a. Preventive maintenance
 - b. Corrective measures

APPENDIX -G

Staff Pattern for Dialysis Unit

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

Sl.No	Staff
1.	Qualified <i>Nephrologist</i> / MD Medicine with one year dialysis training from recognized centre performing one visit every fortnight and clinical review for all patients
2.	Medical Officers and Dialysis technician.
3.	Dietician (optional)



APPENDIX -H

Haemodialysis Machine & associated Systems

A. Monitoring and Evaluation of HD machine

1. Conductivity of the final dialysate being delivered to the dialyzer should be checked before every treatment. According to manufacturers' instructions, the conductivity should be checked with an independent reference meter which is known to be properly calibrated. Conductivity must be within the manufacturer's stated specifics. The frequency of checking with independent reference meter should be as per manufacturer's guideline and also every time the machine is calibrated and repaired.
2. When used, the pH of bicarbonate dialysate should also be confirmed before each treatment. If the pH is below 6.5 or above 7.5, dialysis should not be started, even when conductivity within limits acceptable. The pH can be checked with a similar pH meter.
3. Temperature should also be within the manufacturer's specifications. Temperature may be checked with an independent reference meter or with a reference thermometer.
4. Absence of residual germicide should be verified on all delivery systems connected to a single water treatment "loop" before dialysis begins. Such testing must be performed with an assay known to detect the minimum standard level.
5. A test of proper functioning of the air/foam detector should be performed before dialysis is initiated. This test should be a direct test of function of the alarm, causing interruption of the blood pump an actuation of the blood line clamp, either by introducing air into the venous level detector or by removing the tubing so that air is sensed by the detector as recommended by the device manufacturer
6. The blood detector must be checked for proper armed status according to the method recommended by the manufacturer.
7. The user should perform applicable tests of the UF control system as prescribed by the manufacturer.
8. All other alarms must be tested according to the manufacturer's instructions for use before every treatment including low and high conductivity alarm, low and high temperature alarm, dialysate pressure alarm, water pressure alarm, etc. Documentation of that testing should be performed. If the particular delivery system is equipped with a "self-alarm check" mode, it is important that the user understand that, most often, it is a check of the electronic circuitry, and not a confirmation of some of the vital functions of specific alarms.
9. Observation of dialysate flow should be made while the machine is in a "dialyzing" mode. Absence of dialysate flow should be confirmed when the machine is in "bypass" mode actuated by both manual setting of the machine to bypass or via any of the alarm functions that will cause the machine to enter a bypass mode.
10. The automatic "self-test" should be performed if this facility is available prior to each HD treatment to confirm proper performance of operative and protective functions of the machine and should never be bypassed.

Recommendation for once monthly evaluation and monitoring:

11. Periodic (Monthly) Microbiological monitoring: water for production of dialysate and actual dialysate proportioned and exiting the dialyzer should be monitored for bacterial levels on no less than a monthly basis. Microbiological monitoring is performed to establish ongoing validation of proper disinfection protocols. The sampling should be done at the termination of dialysis at the point where dialysate exits the dialyzer. Results for total

Microbial counts shall not exceed 2,000 colony forming units per ml.

12. Assessing trends: Pertinent information, i.e., bacterial levels, conductivity and pH readings, etc., should be logged on a chart across a page so that readings can be examined and compared over an extended period of time. This tool makes it possible to compare current readings to those taken during the past several days/weeks/months.

B. Dialyzer (filter) specifications:

The hollow fiber dialyzer forms the central component of dialysis deliver system, where in actual process of transfer of solutes and water occurs across a semi-permeable membrane.

A large array of dialyzers is available for clinical use with several permutations and combinations based on biocompatibility, flux and surface area of the dialyzer. Most often a single type of dialyzer may be sufficient in most patients in a dialysis unit. However, some patients may have specific needs and may require change in the dialyzer specifications. Hence, dialyzers with specifications other than that generally used in the dialysis unit may also be routinely stocked or should be made available at a short notice when the need arises.

C. Recommendations for dialyzer use in HD:

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

D. Dialysis fluid specifications:

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

the water used to dilute the concentrate is critical. The following is to be ensured:

1. Electrolyte content of dialysate includes sodium, potassium, chloride, magnesium, calcium, glucose (optional), and bicarbonate as a buffer. The concentration of HD solutions should be such that after dilution to the stated volume the final concentrations of the ions expressed as mmol/L are usually in the following ranges: Sodium 135-145, 40 Potassium 0-4, Calcium 1.0-2.0, Magnesium 0.25-1.0, bicarbonate (32-40, Chloride 95-110. 42; Sodium concentration may be adjusted to levels outside the range of 135-140 mmol/L by HD machines with variable sodium capabilities only when prescribed by physician in charge.
2. Commercially produced concentrates are classified as medical devices and should be approved for clinical use by appropriate authority. The dialysate should contain bicarbonate as the buffer.
3. The final diluted dialysate should be analyzed every 6 months, with every new batch of dialysate and after each major servicing/repair of dialysis machine.
4. Water used to prepare the dialysate must have a bacteriological colony count of less than 200 CFU/ml. Bacteriological analysis of the dialysate shall be carried out at least 2 monthly, preferably every 15 days. The colony count in dialysate samples collected at the termination of dialysis a) in a single pass system or b) in a re-circulating single pass system at the periphery of the re-circulating chamber containing the dialyzer shall be less than 2000 colony-forming units/ml. Dialysate containing glucose at 100- 200 mg/dl concentration should be used.

E. Recommendations for storing and mixing dialysis concentrate:

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

F. Water Treatment System:

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

G. Reuse of Haemodialysis and related devices

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

H. Other Activities for patient care

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

APPENDIX- I

FORMAT FOR FINANCIAL PROPOSAL

BOQ

S.No.	Name of District Hospital	Per Haemodialysis Session rate (In Figure)	Per Haemodialysis Session rate (In Word)
1.	Bikaner		
2.	Hanumangarh		
3.	Dungarpur		
4.	Udaipur		
5.	Pratapgarh		
6.	Tonk		
7.	Sirohi		
8.	Dausa		
9.	Jaisalmer		
10.	Banswara		
11.	Nagour		
12.	Pali		
13.	Sawai Madhopur		
14.	Karauli		
15.	Chittorgarh		
16.	Rajsamand		
17.	Shriganganagar		
18.	Barmer		
19.	Jalore		
20.	Baran		
21.	Dholpur		
22.	Ajmer		
23.	Kotputli (Jaipur)		
24.	Paota (Jodhpur)		
25.	Mandore (Jodhpur)		

Note:-

1. The price quoted shall be firm and inclusive of all taxes and duties.
2. In respect of District Hospital Chittorgarh, Pali and Rajsamand the financial bids of only those bidders shall be entertained who fulfill the additional criteria contained in para XII along with other criteria.

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f) not obstruct any investigation or audit of a procurement process;
- g) disclose conflict of interest, if any; and
- h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to.

- a. have controlling partners / shareholders in common, or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative or purpose of the Bid, or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decision of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject or the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/ consultant for the contract.-in-charge/ consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for Procurement of in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of taxes payable to the Union and the State Government or any local authority as specified in the Bidding Documents;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:



4) Form of Appeal

- a) An appeal under Para (I) OR (3) above shall be in the annexed Form along with as many copies as there respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts states in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority.

5) Fee for filing Appeal

- a) Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

6) Procedure for Disposal of Appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be up on filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Providing that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid does not accept the forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities

- i. At the time of award of contract, the quality of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of Procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and condition of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.