

**NOTICE INVITING REQUEST FOR PROPOSALS TO ESTABLISH  
DIALYSIS UNIT ON PPP MODEL AT ESI HOSPITAL,  
BHUBANESWAR & CHOUDWAR.**

Request for proposals are invited for establishing DIALYSIS UNITS at ESI Hospital, Bhubaneswar & Choudwar on PPP model (equip, operate and manage). Request for Proposal (RFP) documents can be downloaded by the intending Bidders / Agencies from the ESI Directorate or Labour & ESI Department websites [www.esis.odisha.gov.in](http://www.esis.odisha.gov.in) or [www.labour.odisha.gov.in](http://www.labour.odisha.gov.in)

**RFP SCHEDULE**

Sl. No.	Details	Venue	Date & time
1.	Pre-bid meeting	At Conference Hall, ESIS Directorate, Plot No: A/122, Nayapalli, Unit-8, Bhubaneswar, Odisha, PIN- 751012.	On 11.01.2024
2.	Last date of Bid submission	Through Registered / Speed post only.	Up to 24.01.2024
3	Bid Opening	At Conference Hall, ESIS Directorate.	On 30.01.2024

If the date of Pre-bid meeting /opening of proposal is declared a public holiday, the meeting shall be held or the proposals shall be opened on the next working day at the same venue and time.

Sd/-  
ShriAshok Kumar Panda, OAS (SAG)  
D I R E C T O R  
E.S.I. Scheme, Odisha, Bhubaneswar

**REQUEST FOR PROPOSAL**

**TO ESTABLISH DIALYSIS UNITS**

**AT**

**ESI HOSPITAL, BHUBANESWAR &  
ESI HOSPITAL, CHOUDWAR**

**ON PPP MODEL**

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## **REQUEST FOR PROPOSAL TO SET UP DIALYSIS UNITS**

Request for proposal (RFP) is invited from reputed agencies for establishing, Equipping, Operating and Managing of Dialysis Units at ESI Hospital, Bhubaneswar & ESI Hospital, Choudwar on Public Private Partnership model.

### **1. INTRODUCTION:**

The ESIS Directorate is planning to develop Hemodialysis Units in its following Hospitals under Public Private Partnership (PPP) model.

Location of the Hospitals	ESI Hospital, Chandrasekharpur, Bhubaneswar
	ESI Hospital, Choudwar, Dist- Cuttack
Total area available for Dialysis center	Available required area
Total Dialysis machines expected for center	10 Nos or more
Availability of area for R.O Plant	Available
Availability of dedicated power supply for the unit	Available
Availability of dedicated water supply for the unit	Available
Availability of area for centralised oxygen supply for the unit	Available

(R.O Plant for Dialysis center and Oxygen Supply are to be maintained by the Service Provider)



## **2. INTENTION:**

- 2.1 Directorate, ESI Scheme, Odisha intends to provide Dialysis services to the ESI beneficiaries within own buildings / premises of the ESI Hospitals at Bhubaneswar & Choudwar through the Public Private Partnership on Equip, Operate and Manage model.
- 2.2 The Private Partner, henceforth referred to as Service Provider, shall establish a well-equipped Dialysis Unit with all required facilities, in the specified space and building which will be provided by the ESI hospitals. The Service Provider will procure/ avail all equipments, material including R.O. Plant, oxygen, qualified consultants and required manpower and prepare to provide round the clock Dialysis services, especially during the day hours, i.e. from 9 AM to 5 PM. The Service Provider shall have all responsibilities of procurement, operation and maintenance of all the equipments and other required medical and non-medical items including all back-up services for the unit at his own cost.
- 2.3 The ESI Hospital who will be the public partner of the project, henceforth referred as the Hospital, will pay to the Service Provider, for all the Dialysis services provided to the referred ESI beneficiaries, as per already notified latest CGHS Package rates for Dialysis, deducting the percentage discount offered in the financial bid, by the Service Provider to the Hospital. The Service Provider has to provide the treatment to the referred ESI beneficiaries as per the latest standard Guidelines on the subject.

## **3. ESSENTIAL QUALIFYING CONDITIONS:**

**The bidders who fulfill all the following conditions are eligible to apply:**

- 3.1 The required Earnest Money Deposit (EMD) i.e. Rs.2,00,000/- (Rupees Two Lakhs) in the form of Bank Demand draft and the original Demand Draft is to be submitted to the Directorate under proper acknowledgement. The earnest money deposit should be drawn in favour of Director, ESI Scheme, Odisha at Bhubaneswar.
- 3.2 The Service Provider must be the owner of a Multispecialty Hospital/Super Specialty Hospital with facilities of Dialysis unit having 10 or more beds and Nephrology department for **last three or more completed financial years.** (Attach registration certificate of hospital or similar proof of ownership and 3 years' experience)  
Or

Should be a company involved in a business of providing Dialysis services to the Public. The company must have at least three such running Dialysis units of minimum 10 beds each for last 3 completed financial years.

(Attach registration certificate of company or similar proof of ownership and 3 years' experience for Dialysis, like machines installation dates /affidavit)

**3.3 Financial Status and credibility:** The bidder's Hospital/Company should have minimum annual turnover of Rs.1.50 (Rupees One Crore Fifty Lakhs) in each last three financial years (2020-21, 2021-22 and 2022-23) from the medical services.

- a) The Service Provider should not be blacklisted or deregistered by ESIS /Central / State Governments/CGHS at the time of applying.
- b) **Affidavit Requirement:** All undertakings as per Annexure have to be submitted by the bidders.
- c) The Hospital / at least one Dialysis unit of the Service Provider should be Empaneled by ESI / CGHS / ECHS / State Government for providing dialysis Services. (Submit latest MOU).
- d) Authorization certificate for authorized signatory from company should be enclosed with the technical bid. (As per Annexure)

**4. PERIOD OF THE PARTNERSHIP CONTRACT:**

- 1) Initial Lock-in period shall be for **5 (Five) years**, thereafter extendable on yearly basis on the same terms and conditions, if agreed upon by both the parties. The tenure of partnership contract as mentioned herein above is also based on the satisfactory performance by the Service Provider, during the period of contract.
- 2) No subletting of part or whole of the process /infrastructure/services shall be allowed to the Service Provider.
- 3) On expiry of the contract, the Service Provider will take away all equipment and consumables that are under his ownership, without disturbing the physical structure of the premises provided by ESI hospital. After expiry of contract term including the extended period a grace period of 4 weeks may be allowed for removal of all infrastructure/ equipment/ consumables from the premises. If not cleared within this time frame, the Superintendent / Joint Director of ESI hospital will be at liberty to dispose of equipment etc. as deemed fit.
- 4) If the services of Service Provider are not found satisfactory at any point of time during the contract period, then the Hospital will give notice to the Service Provider for improvement of services / rectification of defects. Service Provider should respond within onemonth from the date of receipt of the notice for improving services. If the services are not improved to the satisfaction of the public partner within 90 days from the date of receipt of the notice then the contract the Service Provider is liable to be terminated with one month notice.



- 5) The contract may be terminated by either party at six months' notice without assigning any reason.

**5. SCOPE OF WORK AND SERVICES FOR THE SERVICE PROVIDER:**

The service provider has to establish a Dialysis unit in the hospital with all equipments, men and material of his own. With a view to provide the freedom of work, independence, and minimum interference from the Hospital, The Hospital will only provide the private partner a portion of the already constructed hospital building along with already installed fixtures, fittings, electricity and water supply on as is where is basis. No new civil, electrical modification, improvement or any other incidental work will be done by the Hospital once building is handed over. The Service Provider can inspect the availability of space and requirement of civil works etc. on the day of pre-bid meeting.

- 1) All arrangements, which are not in the scope of The Hospital, as mentioned in the schedule No. 6 below, but required by the private partner for smooth functioning of the Dialysis Unit has to be provided/procured by the service Provider at his own cost. Any modification/alteration/addition in the already constructed building of the Hospital has to be done by the private partner himself after obtaining prior permission of the Hospital Authorities, at his own cost.
- 2) The Service Provider has to procure, get installed and maintain the R.O. plant of the required capacity, to be used in Dialysis center. All R.O. water pipe lines and fittings if not available, have to be installed by the Service Provider at his own cost.
- 3) The repair and maintenance of the electrical lines, water pipe-lines, air conditioning fittings and any other type of fittings inside the building, handed over to the private partner will be the sole responsibility of the Service Provider.
- 4) Although the electricity and water shall be provided by the Hospital on as is where is basis but if there is any failure, the ad-hoc or emergency arrangement for the proposed Dialysis center has to be made by the Service Provider, at no extra cost to the Hospital.
- 5) The Service Provider has to procure all medical and non-medical equipment, furniture items, beds, linen, mattresses, stationary, drugs, dressings, consumables, non-consumables, all professional/ non- professional man power and any other material or service required to run the Dialysis Unit , at his own cost.

- 6) The Service Provider has to make his own arrangement inside the building handed over to him (firm) for housekeeping and security services, including disposal of bio-medical waste (i.e. shifting/disposal up to the earmarked.
- 7) The Service Provider must have back up arrangement for any breakdown of medical gases if needed and electricity supply, through gas cylinders, UPS or Generator etc., at no extra cost to the Hospital.
- 8) The Service Provider has to procure all computers, Telephones, internet connection and all other facilities required by him for the center at his own cost.
- 9) All the consultants, specialists, nurses, technicians, Para-medical staff and all other man power have to be arranged by the Service Provider.
- 10) The Service Provider has to provide Dialysis services by posting qualified required manpower on shift basis at the Dialysis Centre on daycare basis. All Dialysis services will be considered day care procedures and will be on OPD basis for payment purpose.
- 11) The Service Provider has to provide dialysis services only to the ESI beneficiaries referred by the Insurance Medical Officer of the concerned Hospital / Dispensary to the Dialysis Unit. No patient without the referral form issued by the ESI Hospital / Dispensary should be treated at the Dialysis Centre. All equipments and materials must be used only for the treatment of ESI patients only.
- 12) Only newly purchased equipments must be installed by the Service Provider, intimating the details of all equipments to the ESI Hospital Administration. Already used equipment or instruments should not be used for the centre, which are of single use equipment / material.
- 13) All Dialyzer, consumables, drugs and dressings during treatment should be provided at the Dialysis unit by the Service Provider and in no case, the beneficiary will be asked to purchase any of the items.
- 14) The responsibility of managing complications arising out of and during the treatment of patients at the Dialysis Unit exclusively lies with the Service Provider. The Dialysis unit should have prior tie up arrangements to shift such patients to higher centers for management of complications in consultation with the Superintendent / Joint Director of the concerned ESI Hospital. The cost of management of such complications and emergencies shall be borne by the Service Provider without any liability, responsibility on the hospital authority.



- 15) Nephrologist should be available to attend cases during dialysis. The name, qualification detail and the other credential viz. Adhar card / Pan card / e-mail id / telephone no. of the doctor should be submitted to the Hospital Administration in advance. In case any indoor patient admitted in the Hospital needs Nephrologists' opinion, Dialysis unit's Nephrologists will give his consultation free of cost.
- 16) All Consultants, Specialists, Nurses, Technicians and all other manpower have to be provided by the Service Provider at his own cost. They shall always remain the employees of the Service Provider. Recurring cost of all facilities including staff salaries is to be borne by the Service Provider.
- 17) Service Provider should make alternative arrangements in the event of breakdown of the services at his own cost. In case the Service Provider fails to make such arrangement and the patient claims any damages, it shall be the responsibility of the Service Provider.
- 18) Service Provider must maintain all medico-legal & other records and should be able to provide them in hard and soft copy to the Hospital Administration on demand.
- 19) Service Provider must issue Identity cards and uniforms to the staff. It must also be ensured that staff is in uniform on duty. The colour pattern of the uniform should be different from that of regular hospital staffs.
- 20) Service Provider must obtain insurance cover for the equipments in the Centre at his own cost.
- 21) Obtaining any permit / license /authorization for running and operating Dialysis Unit including civil, electrical, radiation safety requirements and PC & PNDT etc. shall be the responsibility of the Service Provider only.
- 22) The Service Provider shall install new dialysis machines in the Dialysis unit for providing services to ESI beneficiaries only. If the patient load increases, Service Provider shall increase the number of Dialysis machines and shift of dialysis in the Hospital and for the purpose additional space mutually acceptable to both the parties shall have been agreed upon.
- 23) Service Provider will ensure remedial measures with regard to any deficiency in services pointed out by the authorities. Medico legal liability arising out of and during the course of treatment at the Dialysis unit shall be the sole responsibility of the Service Provider. The Service Provider shall keep the ESIS hospital/Administration duly indemnified against any medico legal case, Labor dispute /civil dispute arising out of working of the Dialysis unit at the ESIS hospital.

- 24) No additional service/ facility shall be provided to the Service Provider except the services/facilities mentioned in the tender document. The Service Provider has to make rest of the arrangements at his own cost.
- 25) Service Provider will be authorized to make changes in fittings, cablings etc. as per the requirement of operating equipments with written permission from hospital authority.
- 26) Structural modification shall not be permitted except in exceptional cases.
- 27) Service provider shall employ trained technicians and dialysis nursing staff for quality dialysis delivery.
- 28) Service Provider shall maintain dialysis machine in proper working condition with regular maintenance to ensure adequate dialysis delivery to the patients.
- 29) The duration of each dialysis should not be less than four hours. The  $KT/v$  valve should be 1.2 if the patient is undergoing dialysis three times in a week. This will be monitored by Hospital authorities.

**6. WORK AND SERVICES UNDER SCOPE OF THE PUBLIC PARTNER (THE HOSPITAL).**

- 1) The Hospital will provide the rent-free space and the building on is where basis is. Before bidding, the Service Provider is advised to make a visit to the Hospital and see, what infrastructure is available for the proposed Dialysis unit.
- 2) Payment of property tax, and any other property related payments will be the responsibility of the Hospital.
- 3) Electricity, water, and Centralized Gases supply (if available) will be provided to the handed over portion of building as provided to the rest of the Hospital. No fresh fittings or pipelines will be laid down by the Hospital.
- 4) No civil or electrical job inside the handed over portion of the building will be taken up by the Hospital. Service Provider will make his own arrangement inside the building, for all his requirements at his own cost.
- 5) Free Services Laundry will be provided to the Service Provider. In case of any break down of these services, the Service Provider shall have to make his own arrangements for the same at his own cost. In case the Hospital makes some tie up arrangements for these services, the Service Provider may use the same for him on the same terms and conditions of payments, at the cost of Service Provider. Hospital will not be liable for any loss or compensation in this regard. No payment will be done to the Service Provider for making his own arrangements.



- 6) A Specialist Doctor shall be nominated by the Superintendent / Joint Director, of the Hospital to co-ordinate with the Service Provider.

**7. GENERAL:**

- 1) All ESI Beneficiaries reporting to the hospital and needing dialysis will be referred to the Dialysis unit on the referral letter by the Superintendent / Joint Director, along with duly attested photograph and attested signature of the patient over it. The Service Provider will provide the treatment as per the referral request. The Service Provider will keep check on the patient's identity. The details of the referral procedure can be discussed with the Superintendent in case of any dispute.
- 2) The Service Provider will be expected to raise bills for Dialysis, along with original referral letters and with other papers and items demanded by the Hospital, on weekly basis and payments will be cleared by the Hospital normally within 4-6 weeks from the date of submission of the bills.
- 3) RO Plant: The quality of RO water should be as per AAMI standards. The RO water shall be tested in any NABH accredited laboratory every three month by the Service Provider.
- 4) Equipment Details: List of the equipment with the number of the procured for this centre by the Service Provider has to be submitted. All the dialysis machines and defibrillator are expected to be the FDA / CE approved quality. separate dialysis machines should be available machines should be available for seropositive and sero-negative patients.
- 5) Dialysis Machines: All the dialysis machines to be installed in the centre should be with volumetric UF control system, facility of NIBP along with remote monitoring hardware and software.
- 6) Dialyzer re-processing unit: The Service Provider shall have dialyzer re-processing the dialyzer before re-use. The dialyzer should not be used for more than five (05) times or 70% of fiber bundle volume whichever is achieved earlier.
- 7) Service Provider shall avoid dialyzer reuse or use single use dialyzer to ensure adequate dialysis and to avoid outbreak of HIV /HBV/HCV infection (blood borne infection).

**8. LEGAL:**

- a. The Service Provider and its staff can be given access to all the relevant areas of the hospital after showing identity card.



- b. Service Provider will be authorized to make changes in fittings, cables etc. as per the requirement of operating equipments with prior permission from Hospital authority.
- c. In case of change of legal status of Service Provider, fresh mutual agreement will come in force, subject to the condition that the new entity is eligible for running Dialysis unit.
- d. Force Majeure will be applicable to both parties. A party claiming Force Majeure shall exercise reasonable diligence to seek overcome the Force Majeure event and to mitigate the chances of non-performance of its obligation under the tender.
- e. In the event of any dispute or difference arising out or touching to this agreement/contract and/ or in relation to the implementation hereof, the same shall be resolved initially by mutual discussion and conciliation. But in the event of failure thereof, the same shall be referred to sole arbitration of the Director, ESI Scheme, Odisha his nominee. The decision of the Sole Arbitrator shall be final and binding upon the parties. The place of the arbitration will be at Bhubaneswar. The arbitrator shall conduct the arbitration proceedings in English in accordance with the provisions of "The Arbitration and Conciliation Act, 1996". Both the parties know that sole Arbitrator might have dealt with the contract agreement in question and is an employee or officer of Directorate Employee State Insurance Scheme, Odisha, but the same shall also not disqualify him in any manner from acting as a sole Arbitrator. In this clause the expression of Director "Employee State Insurance Scheme, Odisha" shall also include any person who is for the time being the administrative head of Employee State Insurance Scheme, Odisha.
- f. Provision of Consumer Protection Act and RTI Act are applicable to the Service Provider also.
- g. All the applicable Laws of land including Minimum Wages Act, ESI Act, EPF Act, Income tax, service tax etc. shall be the responsibility of Service Provider. The Service Provider shall ensure due compliance of all labor laws during the period or setting up, maintenance and running of the Dialysis unit
- h. The Bidder/Service Provider shall be responsible for compliance/ responsibility under all labor laws, IT laws, statutory requirements pertaining to its employees and establishment. The bidder / Service Provider shall keep ESIS Indemnified against any claim, litigation, and proceedings on this account.
- i. Director, ESI Scheme, Odisha reserves the right to reject any application(s) if any of the following happens:-

- a) At any time, a material misrepresentation is made or uncovered.
- b) The Service Provider does not provide within the time specified by ESIS, the supplemental information sought by ESIS for evaluation of the application(s). Such misrepresentation/ improper response shall lead to the disqualification of the Service Provider.
- c) Bidder's Service Provider's failure to submit sufficient and complete details for evaluation of bid within the prescribed time.
- d) Bids received without pre-qualification documents as required.
- e) Bidders not meeting the pre-qualification criteria stipulated in the proposal.
- f) Bidders not agreeing to furnish required security deposit.
- g) Bids/quotations not received through the procedure channel and manner presented.
- h) The decision of Director, ESI Scheme, Odisha to accept or reject any or all of application shall be final.

**9. FINANCIAL EXPECTATIONS:**

Optimum utilization of the proposed Dialysis Unit is expected but for actual workload of Dialysis patients the bidder may contact the Joint Director / Superintendent of the concerned ESIS Hospitals.

**10. PERFORMANCE MONITORING:**

- 1) The Hospital authorities are free to monitor the quality of services rendered by the Service Provider on a periodical basis. Any shortcoming will be communicated to the Service Provider in a written format and Service Provider will be responsible for rectification/action if any. Monthly statistics must be sent to the Hospital authority by 10th of the following month by Service Provider.
- 2) Regular patient satisfaction survey shall be carried out by the Hospital and shared between Service Provider and Superintendent / Joint Director. Corrective action taken needs to be intimated in writing by the Service Provider.
- 3) The Superintendent / Joint Director or his authorized person shall have the right to inspect the Centre at any time.
- 4) The Service Provider will nominate an official for liaison work and performance monitoring.

**11. PREPARATION AND SUBMISSION OF THE PROPOSAL**

- 1) Interested bidders / Service Providers are requested to learn about the project minutely and advised to visit the Hospital to see the space/building to be provided before submitting their proposal. They should be absolutely clear and sure about the feasibility of establishing the Dialysis Unit other required services in the provided built up space before submitting the proposal.



- 2) The proposal is to be submitted as **two bid system** i.e. (A) **Technical** and (B) **Financial bid**. Both bids should be submitted in separate sealed covers super-scribed as such. Both the sealed covers should be put inside a bigger sealed cover super-scribed as “**Submission of RFP for establish of Dialysis Units**”.
- 3) The Big sealed cover containing the financial and technical bids with requisite documents for the RFP, shall be submitted only through registered post/ Speed post on or before the due date i.e.21/01/2024
- 4) All attached documents must be serially numbered and signed by the authorised signatory with stamp on each page before submission (Authorization certificate for authorized signatory from company should be enclosed with the technical bid).

## 12. **TECHNICAL BID:**

It should contain the documents required for essential qualification:

- 1) **EMD** (Earnest Money Deposit) of **Rupees Two Lakhs** in the form of Demand Draft drawn on any nationalized bank in favor of **Director, ESI Scheme, Odisha**. **EMD** will be refunded after the finalization of the proposal. If the bidder does not deposit the required performance guarantee after the notification of award or not willing to accept the contract after award or withdraws its proposal after specified tender opening time and date, the earnest money shall stands forfeited.
- 2) **Proof of Ownership** of a Multispecialty/Super specialty Hospital with Dialysis Unit of 10 or more beds/ Independent Dialysis units Three or more with 10 beds each for last three Financial years .(as mentioned earlier. (Attach registration certificate of hospital or similar proof of ownership).
- 3) Copies of complete Audited **Balance sheets** and/or Financial statements with profit and loss account for 3 financial years (2020-21, 2021-22 and 2022-23) duly audited by Chartered Accountant, indicating an annual turnover of **Rupees One Crore and Fifty Lakhs or more**. The financial statements should reflect the financial situation of the bidder's owned hospital/Dialysis units and not the other types of associated sister concerns, companies or partners.
- 4) **Experience:** Evidence of running a 10 bedded Dialysis Unit in the Hospital of the Service Provider / Independent Dialysis units Three or more with 10 beds each, for last three financial years (2020-21, 2021-22, 2022-23) (Attach Proof of Installation of Haemo-Dialysis machines with date / affidavit).



- 5) The bidder who will offer maximum discount in percentage on the CGHS rates for Dialysis as per Financial proposal will be awarded the project subject to fulfillment of all the mandatory qualifying conditions as per proposal document.
- 6) Final selection of the bidder is at the discretion of Competent Authority.
- 7) The Competent Authority reserves full right to accept or reject any or all the proposal without assigning any reason thereof, at any stage.
- 8) AFFIDAVITS: The bidder has to submit all affidavits as per Annexures.

### **13. FINANCIAL PROPOSAL/BID:**

Financial Proposal should be uploaded separately. Discount offered in percentage on the Latest CGHS rates for Non-NABH institutions in the city, as mentioned in the Notified CGHS rate list pertaining to Dialysis. As and when there is revision of these rates by CGHS, the agreed percentage discount will be applicable on such revised rates. All Dialysis services will be considered day care procedures and will be on OPD basis for payment purpose. The bidder should consider the same before quoting discount.

### **14. SELECTION PROCESS:**

A Pre-Bid conference shall be held on a fixed date and time after the request for proposal has been advertised, well before the last submission date in the Directorate, ESI Scheme, Odisha to clarify any doubt on the subject.

- 1) Technical evaluation of the proposals shall be carried out by a committee duly constituted by Competent Authority of Directorate, ESI Scheme, Odisha. Along with the scrutiny of the proposals, the committee may even visit the Hospitals of the bidders to assess and confirm their capabilities on the subject.
- 2) The financial bids of the incomplete or proposals will not be considered.
- 3) Among all the bidders, those who are eligible as per essential qualification requirement (as listed in the proposal document) will be considered technically qualified.
- 4) The Financial bids of the technically qualified bidders will be opened by a committee, in presence of the bidders if they wish to attend.
- 5) The bidder who will offer maximum discount in percentage on the CGHS rates for Dialysis as per financial bid will be awarded the project subject to fulfillment of all the mandatory qualifying conditions as per tender document. In case of tie the bidder with higher annual financial turnover of his hospital in the last financial year will be awarded the project.
- 6) Final selection of the bidder is at the discretion of the Competent Authority.
- 7) The competent authority has full right to accept or reject any or all the tenders

without assigning any reason thereof, at any stage.

**15. FIXED TIME FRAME TO COMPLETE THE PROJECT:**

Maximum time expected to complete and start the functioning of Dialysis Unit is 3 months from the date of handing over the Space for Dialysis Unit to the Service Provider by the authority.

After the expiry of 3 months, Rs.20, 000/- (Rupees Twenty Thousand) only per week will be recovered as the penalty for delay of the project for next 3 months. After penalty period is over the deposited performance security will be forfeited and contract will stand cancelled.

**16. PERFORMANCE GUARANTEE:**

Bank guarantee ( five years validity) of Rs. 5 Lakhs or refundable security amount in the form of demand draft of the same amount to Director, ESI Scheme, Odisha payable at Bhubaneswar have to be submitted to the respective Medical Superintendent of the Hospital, as performance guarantee. In case the bidder does not fulfill the contractual obligations the performance guarantee amount may be forfeited. EMD will be forfeited if the bidder does not deposit the required performance guarantee within the demanded period by The Hospital or not willing to accept the contract after the notification of award. Performance guarantee has to be deposited within notified period from the date of offer made to the Service Provider over e-mail/dispatch of hard copy. It will be refunded without any interest after 60 days of the end of the contract period.

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**ANNEXURE-I**

**PERSONAL DETAILS OF THE BIDDER/ AGENCY**

Signature of the authorized Person  
Name:  
Place:  
Seal:



**ANNEXURE-II**

**Format for Affidavit certifying that Entity/Promoter(s) /  
Director(s)/Members of Entity are not blacklisted**

**AFFIDAVIT**

I, M/s ..... (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/director(s) are not barred by or blacklisted by any state government or central government/ department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated this ..... Day of , 2024.

Name of the Applicant

Signature of the

Authorized Person

Name of the

Authorized Person

**Format for Power of Attorney for Signing of Application**

(On a Stamp Paper of value Rs. 100/-)

**POWER OF ATTORNEY**

Know all men by these presents, We Mr./Mrs. (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Mrs. (Name and residential address and PAN), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of -----  
----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "RFP for Establishing Dialysis Unit in ESIS Hospital PPP Mode" including signing and submission of all documents and providing information / responses to the Directorate, ESI Scheme, representing us in all matters before Directorate, ESI Scheme, Odisha in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the                      day of 2024

**A c c e p t e d**

**(Signature)**

For \_\_\_\_\_

(Name, Designation and

Address) \_\_\_\_\_

**ANNEXURE-IV**

**AFFIDAVIT**

1. I,.....Son /Daughter of.....

Shri..... Owner/Authorized



Signatory of

am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same and will abide to all if selected.
3. The information, documents, data of financial status and credibility, details of Dialysis Unit operations, experience details etc. furnished along with the tender bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I further certify that the bidder's hospital has been running 10 bedded Dialysis Unit for more than 3 last Financial years./ The bidder is running 3 Dialysis units of 10 beds each for last 3 years.
5. In case my proposal is accepted I assure that:
  - a. A Nephrologist will be appointed by us for the proposed Dialysis Unit at ESI Hospital, Bhubaneswar & Choudwar who must have an experience of more than 3 years after gaining his DM/DNB degree in Nephrology.
  - b. The rest of the Specialists who will be working in the proposed Dialysis Unit shall have minimum 3 years' experience on Dialysis Management after their MD/DNB (Medicine/Nephrology) degree.
  - c. For the proposed Dialysis Unit in addition to above & other conditions in the RFP document we shall provide other required equipment and staff as per standard norms for the proposed services.
  - d. I have appraised myself fully about the job to be done during the period of agreement and also acknowledge to bear the consequences of non-performance or deficiencies in the services on my part.

Signature of the authorized signatory Date:

Full Name:

Place:

Company's Seal:

***N.B.:The above declaration, duly signed and stamped by the authorized signatory of the company, on stamp paper of Rs. 100/- and duly notarized, should be enclosed with Technical bid.***

## ANNEXURE-V

Name of Institution:

Annual turnover last three Financial years with details (Audited Balance sheet to be submitted)		
Years	Turnover in INR	Profit after Tax
2019-20		
2020-21		
2021-22		

**Note: The Audited Balance sheets / Turnover of last three years should be certified by the Chartered Accountant and the original has to be attached along with technical bid or else the bid will not be considered for opening of financial bid.**

Signature of

authorized Person

Name:

Place:

Seal:



**FINANCIAL BID**

**Discount offered in percentage on the Latest CGHS rates at Bhubaneswar / Choudwar, pertaining to Dialysis listed in CGHS rate list.**

**The bidders are requested to upload only the amount arrived after offering discount on the latest CGHS rates for Non-NABH.**

For example, If the latest CGHS rate for dialysis is Rs. 2,000/- and bidder offers 40% of discount on the latest CGHS rate for dialysis then, the bidder has to upload Rs. 1,200/- in the price bid column provided by the GeM.

- i. Considering the latest CGHS rate for dialysis is Rs. 2000/-
- ii. Bidder offer of discount

**(Example-40% (Forty Percent)  $2000 \times 40/100 = 800$**

**$2000 - 800 = 1200$ )**

**The above example is purely illustrative.**

**It's the bidder liberty to offer their own discount.**

**All Dialysis services will be considered day care procedures and will be on OPD basis for payment purpose.**

Signature of the  
authorized signatory

Date:

Full Name:

Place:

Company:

Seal: