



MISSION DIRECTOR, NATIONAL HEALTH MISSION, J&K

Jammu Office: Regional Institute of Health & Family Welfare, Nagrota, Jammu - 181221

Fax: 0191-2674114; Telephone: 2674244; e-mail: mdnhmjk@gmail.com

Kashmir Office: Block 'A', Ground Floor, Old Secretariat, Srinagar Pin: 190001

Fax: 0194-2470486; 2477309; Telephone: 2477337; e-mail: mdnhmjk@gmail.com

NHM Help Line for Jammu Division: 18001800104; Kashmir Division: 18001800102

Notice inviting e-Bids for Provision of Tele-Radiology Services by way of Transmission of Medical Images & Reporting thereof at the Healthcare Facilities in J&K

For and on behalf of the Governor of Jammu & Kashmir, online bids are invited for provision of Tele-Radiology services by way of transmission of medical images & reporting thereof at the healthcare facilities in J&K, as per detailed specifications and terms & conditions mentioned in the tender document (SBD), for an initial period of three (3) years, and further extendable for two (2) years on annual performance basis:

S. No.	Particulars	Date/ Time
1	Date of Publishing SBD	28.08.2019 at 1400 Hrs
2	Start Date of Downloading SBD from Website	28.08.2019 from 1400 Hrs
3	Websites for Downloading SBD	www.jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading SBD from Website	21.09.2019 upto 1600 Hrs
5	Seek Clarification Start Date	29.08.2019 from 1000 Hrs
6	Seek Clarification End Date	05.09.2019 upto 1200 Hrs
7	Pre-Bid Meeting	07.09.2019 at 1400 Hrs
8	Start Date for Submission of Online Bids	12.09.2019 from 1400 Hrs
9	Last Date for Submission of Online Bids	21.09.2019 upto 1600 Hrs
10	Date of Opening of Technical Bids	23.09.2019 at 1200 Hrs
11	Date of Opening of Financial Bids	To be Notified Separately

Sd/-

Mission Director
National Health Mission
Jammu

No: SHS/NHM/J&K/Estt./9906-12

Dated: 27.08.2019



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

Name of the Group/ Item: Provision of Tele-Radiology Services by way of
Transmission of Medical Images & Reporting thereof at
the Healthcare Facilities in Jammu and Kashmir

NOTICE INVITING BIDS

e-BID NOTICE 02 OF 2019

e-BID NOTICE 02 of 2019

**Notice inviting e-Bids for Provision of Tele-Radiology Services by way of
Transmission of Medical Images & Reporting thereof at the Healthcare
Facilities in Jammu and Kashmir**

For and on behalf of the Governor of Jammu & Kashmir, online bids are invited for provision of Tele-Radiology services by way of transmission of medical images & reporting thereof at the healthcare facilities in Jammu & Kashmir, as per detailed specifications and terms & conditions mentioned in this tender document (SBD), for an initial period of three (3) years, and further extendable for two (2) years on annual performance basis:

S. No.	Particulars of Tenders	Tender Fee including Cost of Tender and Tender Processing Fee	Earnest Money Deposit (EMD)
01	Provision of Tele-Radiology Services by way of Transmission of Medical Images & Reporting thereof at the Healthcare Facilities in Jammu and Kashmir	✓ Rs.10,000/- (Rupees Ten Thousand only)	✓ Rs.5,00,000.00 (Rupees Five Lakhs only)

1. Detailed tender document alongwith terms and conditions can be downloaded from the website **www.jktenders.gov.in** or **www.jknhm.com** from **28.08.2019 (1400 Hrs onwards)**.
2. Pre-bid meeting shall be held in the conference hall of State Health Society, National Health Mission, at Nagrota, Jammu on **07.09.2019 at 1400 Hrs**.
3. Bidders shall have to bid for all components taken together. Bids which are only for one or more components, but not all the components, shall not be accepted.
4. Bids (both Technical as well as Financial bid) shall be submitted in electronic format on website **www.jktenders.gov.in** from **12.09.2019 (1400 Hrs) upto 21.09.2019 (1600 Hrs) only**.
5. Technical bids will be opened on **23.09.2019 (1200 Hrs)** in the Office of State Health Society, NHM, J&K at Jammu. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
6. Financial bids of bidders qualifying the Technical evaluation and demonstration shall be opened on later date which will be notified separately.
7. Intended bidders, or its authorized representatives, not more than two (2) in Nos., may visit the identified health facilities, if required, on any working day between 10.00 AM to 4.00 PM, till the last date for submission of online bids, after seeking written authorization from the Mission Director, NHM, J&K, to assess the location of health facilities, available machines & other infrastructure.
8. **Complete bidding process will be on-line. Bidders are not required to submit technical/ financial bid(s) in physical form.**
9. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Managing Director/ Chairman of the bidding entity or its duly authorized signatory*.
*Authorized Signatory means a person duly authorized by the competent authority viz., Managing Director/ Chairperson/ Board of Directors through Power of Attorney to sign on behalf of the Company/ Society/ Trust/ LLP.

**Sd/-
Mission Director
(Tender Inviting Authority)
National Health Mission, J&K**

No: SHS/NHM/J&K/Estt./9906-12

Dated: 27.08.2019

Schedule of critical dates to be observed with respect to Notice inviting e-Bids for Provision of Tele-Radiology Services by way of Transmission of Medical Images & Reporting thereof at the Healthcare Facilities in Jammu and Kashmir

S. No.	Particulars	Date/ Time
1	Date of Publishing SBD	28.08.2019 at 1400 Hrs
2	Start Date of Downloading SBD from Website	28.08.2019 from 1400 Hrs
3	Websites for Downloading SBD	www.jktenders.gov.in , www.jknhm.com
4	Last Date of Downloading SBD from Website	21.09.2019 upto 1600 Hrs
5	Seek Clarification Start Date	29.08.2019 from 1000 Hrs
6	Seek Clarification End Date	05.09.2019 upto 1200 Hrs
7	Pre-Bid Meeting	07.09.2019 at 1400 Hrs
8	Venue of Pre-Bid Meeting	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
9	Website for Submission of Bids (Technical as well as Financial)	www.jktenders.gov.in
10	Start Date for Submission of Online Bids	12.09.2019 from 1400 Hrs
11	Last Date for Submission of Online Bids	21.09.2019 upto 1600 Hrs
12	Date of Opening of Technical Bids	23.09.2019 at 1200 Hrs
13	Place of Opening of Technical Bids	Conference Hall of State Health Society, National Health Mission, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)

S. No.	Particulars	Date/ Time
14	Date of Technical Demonstration	To be Notified Separately
15	Place of Technical Demonstration	State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181221 (J&K)
16	Date of Opening of Financial Bids	To be Notified Separately
17	Tender Fee (including Cost of Tender and Tender Processing Fee) (to be deposited through online/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "Non-NHM Funds at SHS Level" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFSC Code: JAKAOLUXURY; MICR Code: 180051023)	Rs.10,000/- (Rupees Ten Thousand only)
18	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K)	Rs.5,00,000/- (Rupee Five Lakhs only)

Sd/-
Mission Director
(Tender Inviting Authority)
National Health Mission, J&K

Instructions to Bidders regarding e-Tendering Process

1. The interested bidder can download the Standard Bid Document (SBD) from the website <http://jktenders.gov.in> and www.jknhm.com.
2. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
4. Bids will be opened online as per time schedule mentioned in the SBD/ NIT.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
6. The State Health Society, J&K will not be responsible for delay in online submission of bids, whatsoever reasons may be.
7. All the required information for bid must be filled and submitted online.
8. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents.
9. Bidders can contact the FA&CAO, State Health Society, National Health Missions, J&K for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
10. Bidders are advised to use “My Documents” area in their user account on <http://jktenders.gov.in> e-tendering portal to store important documents like Balance Sheets, GST Certificate, IT Returns, and other relevant documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
11. Bidders are advised not to make any change in BoQ (Bill of Quantity) contents or its name. In no case they should attempt to create similar BoQ manually. The BoQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
12. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF scan properly.
13. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.
14. **Scanned copies of the below mentioned documents can be attached from My Document area for tenderers on e-Procurement portal viz., www.jktenders.gov.in:**
 - a. PAN Card
 - b. GST Registration Certificate
 - c. Audit Reports alongwith Balance Sheets and ITRs for last three financial years
 - d. Average annual turnover certificate, issued by Chartered Accountant, for average turnover of last year not below Rs.5.00 Crore
 - e. ITRs/ Performance Certificates/ Other Documents

Terms and Conditions

1. Scope of Work

A) Background

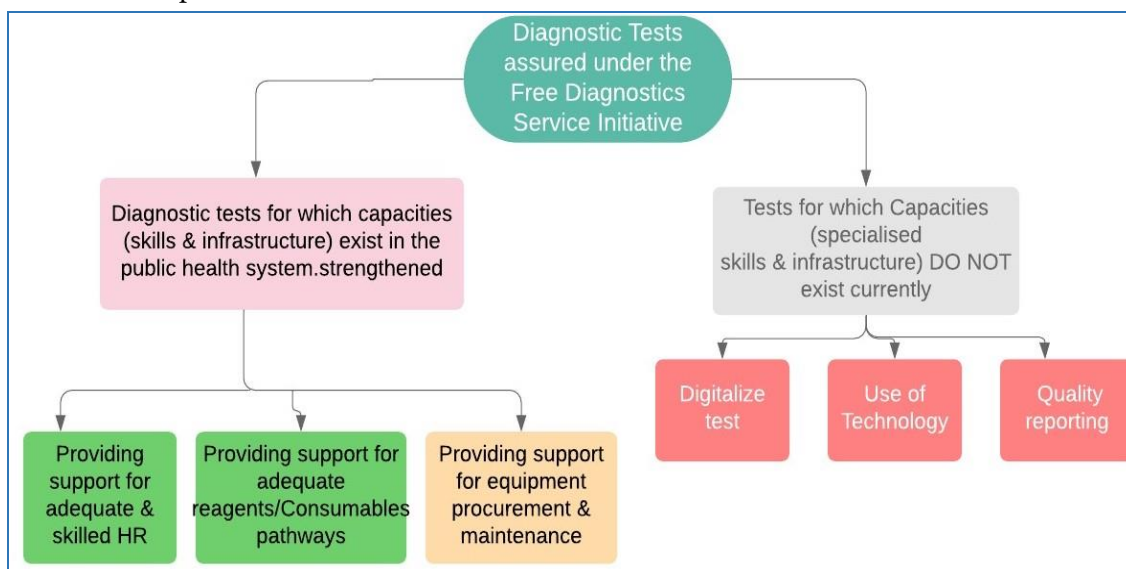
The Government of Jammu & Kashmir has been implementing National Health Mission, one of the flagship centrally sponsored schemes of the Government of India. Under National Health Mission, the Govt. of India has launched “Free Diagnostics Service initiative.

Diagnostics are an integral part of the health care system and provide information needed by health care service providers to make informed decisions about care provision related to prevention, screening, detection, treatment and management.

Limited availability and access to quality laboratory and radiology services are among the major challenges contributing to delayed or inappropriate responses to disease control and patient management. This also results in continued reliance on empirical patient care or irrational diagnostic prescription, practices that waste scarce resources.

Out of Pocket Expenditure on diagnostic tests are high and rising, sometimes even overtaking the costs of medicines. The poor who access public health care facilities have access to limited set of diagnostic services. Other challenges in provision of a set of diagnostics at each facility level include availability of skilled personnel, reagents, consumables and kits.

Under the framework for free diagnostics services, efforts were taken to strengthen the availability of quality and timely diagnostics services. Framework for Free Diagnostics Services initiatives is reproduced herein-below:



B) Tele-Radiology Services

NHM, J&K intends to hire the services of a Tele-Radiology Service provider for setting up of technology systems for digitisation, transmission of medical images viz. X-Ray, CT Scan to its location, deploy qualified and experienced radiographers for analysis and reporting, transmit the diagnostics reports back to the medical facility with the agreed service level agreements.

C) Identified Healthcare Facilities and Infrastructure Available:

The facilities covered under the scope of work include 7 District Hospitals (DHs) and 52 Community Health Centres (CHCs) across the state of Jammu & Kashmir, where the services of Radiographers are available. Summary of medical facilities covered under the initiative are given below:

Table – I: Summary of Public Healthcare Facilities Covered under Tele-radiology

Division	Category of Health Facility		Total	Services Required at Corresponding Facilities
	District Hospitals	CHCs		
Jammu	4	24	28	Transmission of Images and Reporting on X-Ray and CT Scan
Kashmir	3	28	31	
Total	7	52	59	

Details of above-mentioned public Healthcare facilities, that are part of proposed Tele-Radiology services, are given in annexure – ‘I’. No. of public healthcare facilities indicated above is indicative and may increase, or decrease, to provide tele-radiology services.

Equipment available at the healthcare facilities, proposed to be covered under the assignment, may or may not have DICOM compliant medical imaging equipment. Details of equipment, including model, make, Date of Installation, etc. available at respective healthcare facilities are also give in annexure - ‘II’. It is advised that the intended bidder(s) should satisfy themselves about any other details they may require for submission of bid(s).

In case, medical imaging equipment is not functioning, concerned healthcare facility will take necessary steps to fix the glitch and ensure transmission of images.

Intended bidders, or its authorized representatives, not more than two (2) in Nos., may visit the identified health facilities, if required, on any working day between 10.00 AM to 4.00 PM, till the last date for submission of online bids, after seeking written authorization from the Mission Director, NHM, J&K, to assess the location of health facilities, available machines & other infrastructure.

D) Scope of Work Defined

As part of the assignment, service provider is required to carry out following broad activities during the **Contract Validity Period, which shall be initially for a period of three (3) years, extendable for another period of two (2) years on annual performance basis:**

- a. Identify technological pathways and setting up of systems for digitization, transmission and reporting of X-Rays & CT Scan images. This would facilitate capturing of images at healthcare facilities using available medical infrastructure. Digital infrastructure/ IT based solutions would be used to transfer images to specialists available at the Service/ processing centres of service provider;
- b. Provide a dedicated web based IT application/ software for seamless transmission of images from District Hospitals and CHCs and dissemination of diagnostics reports back to the District Hospitals and CHCs;
- c. Deploy a team of sufficient number of qualified and experience radiologist to undertake analysis, interpretation and reporting with correct diagnostics of medical images viz., X-Ray and CT Scan images received from the healthcare facilities;
- d. Deploy maker checker approach to minimise the margin of error in the interpretation and reporting and ensure that the quality of report/ diagnostics should be as per the Guidelines issued by the Govt. of India;
- e. Provide signed report from qualified Radiologist, having Post Graduate Degree/ Post Graduate Diploma in Radiology and Imaging;
- f. Ensure necessary support systems to help radiologists in analysis, interpretation and reporting/ preparation of results and make sure to transmit the results to respective healthcare facilities;

- g. Report should expressly bear on its face, in bold letters “Valid for Medico-Legal Purposes”;
- h. Put in place required infrastructure such as, CR systems & CR cassettes, to digitize images from existing X-rays at District Hospitals and CHCs (DHs), where DICOM compliant equipment with necessary CR systems, are not available;
- i. In case, existing X-rays are not in working condition or integration of Computed Radiography (CR) system may not be possible, concerned healthcare facility will make necessary arrangements for procurement, installation and operationalisation of imaging machinery;
- j. Depending upon the make and model of machines presently available in the identified healthcare facilities, provide alternative methods for digitisation and transmission of images, if required;
- k. In addition to IT infrastructure, wherever required, put in place X-Ray film Digitizer (Medical Grade), as per following specifications, for digitization & transmission of image from existing X-Ray machines in the facilities:
 - i. Shall produce quality digital images;
 - ii. Shall create DICOM images from conventional x-ray film;
 - iii. Resolution: 600 dpi and above;
 - iv. Optical Density (DMAX): 4 and above;
 - v. Bit Depth: 16 bits grayscale output;
 - vi. Speed: as appropriate for the facility;
 - vii. Interface: Hi-Speed USB 2.0 or higher;
 - viii. Should be capable to connect with remote PACS via internet;
 - ix. Shall be capable of scanning image of various sizes of X-Ray films available in the X-Ray facility at District Hospitals (DHs)/ CHCs;
- l. Ensure periodic maintenance and corrective maintenance of all hardware and software (including X-Ray film digitizer, IT peripherals, printers etc.);
- m. Provide training to radiographers deployed at healthcare facilities to undertake good quality images, digitization and transmission of images with quality;
- n. Reporting of all X-ray films/ images from District Hospitals/ CHCs electronically;
- o. To provide all the images scanned during each month, alongwith the reports thereof, on a CD to the State Health Society, NHM, J&K as well as the respective Directorate of Health Services, Jammu/ Kashmir which will serve as audit evidence in case of any 3rd Party audit;
- p. Ensure data privacy and data security of patient information, including medical images and results thereof. The approved service provider shall not use the patient information for any purpose, other than provision of tele-radiology services. Any breach in data security and data privacy will lead to serious consequences. The confidentiality of data will continue even after conclusion/ termination of contract.

E) Key Features of Web-Based Application/ Software to be Deployed by Successful Bidder

- i. Web application shall be one of the critical facilities that shall support key modules/ functionalities viz., (i) User module; (ii) Patient module; (iii) User/ facility-wise reports; (iv) Consolidated Report(s) for the State; (iv) Exception reports;
- ii. Patient module should allow the users to:
 - ✓ Upload and transmit individual patient images along with basic details of patient, such as, Patient Category (Trauma/ OPD), Name of Patient, Sex, Age, Registration No., Date & Time of Test. Name of healthcare facility from where test is carried out should be mapped with the users of system; and
 - ✓ Access the diagnostics report.

Web based MIS application/ Software provided will be capable of working with low/ light internet connectivity.

- iii. Web-based dashboard for monitoring and evaluation of Project shall provide all Tele-radiology performance indicators mentioned in SBD/ agreement;
- iv. Facility of exceptional SMS to the Stakeholders, hierarchy-wise, in addition to regular SMS to patients;
- v. In addition to other things, web-based dashboard should also reflect – (i) Date of Last Updation of Dashboard Last; and (ii) Count of Visitors to the Dashboard;
- vi. Any up gradation of software, during the currency of contract, shall be the responsibility of successful bidder and shall be free of cost. In addition, with the aim to improve the efficacy & efficiency of healthcare system, any customization of report(s), whenever required by National Health Mission/ H&ME Deptt., J&K, based on actual need and feedback from operation of system, shall be made by successful bidder free of cost;
- vii. Access of dash-board should be given to the State Health Society, NHM, J&K as well as the Directorate of Health Services, Jammu/ Kashmir, throughout contracting period to review daily work-done with respect to services provided, both health facility wise as well as consolidated reports for the State, including exceptional reports. Details of exceptional reports will be provided in due course. Successful bidder should have the capabilities to provide exceptional reports through its web-based application.

F) Commitments

1. Provision of Tele-radiology service (Digitization, Transmission, Reporting etc.) as per agreement till the conclusion/ termination of contract agreement;
2. Submission of mutually agreed Standard Operating Procedures (SOPs) at the time of signing agreement:
 - i. SOP on clinical protocols used for preparing investigational report or interpretation of radiology images and protection of patient privacy;
 - ii. SOP on training X-Ray Technicians of health facilities on Tele-Radiology;
 - iii. SOP on preparation of structured radiological investigational report;
 - iv. SOP on transmission of X-Ray images or investigational report to and fro from the public health facilities;
 - v. SOP for transferring all the data captured and reports interpreted at the time of termination of contract;
 - vi. SOP for acceptance of report by health facilities and payment. This include format on which health facility authority will provide consolidation of service in a month, non-compliance to prescribed turnaround time and percentage of normal and abnormal cases in facility;
 - vii. SOP on operating and maintenance of Digitizer, IT hardware and Software;
 - viii. SOP for dealing with unforeseen activities;
 - ix. Performance indicators reflected on open access web based dashboard, SOP on dashboard;
 - x. Format of Digital Case Register, Codification of Patient Data/ Images, Record of Discontinuity of Services at successful bidder's end and log book of discontinuity of services at health facility;
 - xi. SOP on all communications with Tender Inviting Authority or its representative(s);
 - xii. SOP used by successful bidder for internal quality monitoring/ assurance of Tele-radiology service;
 - xiii. SOP for uninstalling successful bidder's property (digital infrastructure) from health facility(ies) within 30 days after termination of contract; and
 - xiv. SOP for dealing with X-Ray images under doubtful observation/ repeat investigation;

3. Successful bidder should provide credentials of Radiologists and all other representatives associated with the agreement. Changes on the same has to updated to the State Health Society, NHM, J&K as and when happens.
4. All Radiologists engaged by successful bidder shall mandatorily meet the following minimum qualification and minimum experience:
 - a. MBBS with MD in Radiology;
 - b. Valid registration with Medical Council of India;
 - c. Competent to deliver investigational report from images generated by X-Ray film digitizer adhering to SOP.
5. During the currency of contract, if the manpower deployed by successful bidder is identified by the State Health Society, NHM, J&K as incompetent, the successful bidder shall immediately remove such manpower from the project and provide alternate competent manpower immediately.

G) Key Performance Indicators (KPIs)

- i. Daily Status Reporting: Total number of patients whose X-ray image is send for Tele-reporting, Total number of X-ray reports issued, Number of reports accepted with satisfaction by concerned health facility, Reports in progress, etc.;
- ii. Turnaround Time (TAT): Images dispatched to successful bidder between 8.00 AM to 6.00 PM in a day and reported within first 5 hour from time of receipt of image, Images dispatched between 8.00 AM to 6.00 PM in a day and reported after first 6 hour from time of receipt of image, Images dispatched after 6.00 PM in a day and reported by morning 10.00 AM. Total reports not meeting the above prescribed TAT in a day;
- iii. Number of Patients availed Tele-radiology service more than once (Repeat patients), Number of non- repeated patients;
- iv. Number of reports not provided by service provider due to poor quality of transmitted image/ film processing, Number of images asked for repeated transmission due to poor quality (i.e., Due to improper chemical processing or damage of X-Ray film) initial image;
- v. Classification on the types of study i.e., chest, forearm etc.;
- vi. When data is downloaded from website, it should have the Date and time stamp on every page. Year wise and month wise navigation of data should be available on dashboard. Drill down navigation facility from State level -> District level -> Community level. District wise data on the lowest and highest number of X-Ray images reported;
- vii. Facility-wise patient count, District-wise total number of X-Rays;
- viii. Percentage of normal and abnormal X-Rays at each public health facility;
 - a. Normal X-Ray Image: An X-Ray image transmitted from health facility and interpreted as normal (i.e., not requiring any clinical treatment or medical attention) by successful bidder's radiologist shall be classified as 'normal';
 - b. Abnormal X-Ray Image: An X-Ray image transmitted from health facility and interpreted as case requiring any clinical treatment or medical attention, by successful bidder's radiologist shall be classified as 'abnormal'.

H) Monitoring and Evaluation

- i. Successful bidder should cooperate in monitoring activities undertaken by the State Health Society, NHM, J&K/ Directorate of Health Services, Jammu/ Kashmir;
- ii. Monitoring & evaluation of entire Tele-radiology services would be reflective of the annual performance evaluation by the State Health Society, NHM, J&K and would aid contracting authority to take appropriate action;

- iii. State-level or District-level review meetings on Tele-radiology services may be conducted quarterly by the State Health Society in which Officers of Health & Medical Education Deptt., J&K and representatives of successful bidders would participate. Queries/ Grievance/ Suggestions on service, in terms of technical and financial, would be a part of review meetings;
- iv. Successful bidder shall cooperate with the State Health Society, NHM, J&K/ Directorate of Health Services, Jammu/ Kashmir in campaigns/ IEC activities about free tele-radiology service among citizens;
- v. For the purpose of quality check, State Health Society, NHM, J&K/ Directorate of Health Services, Jammu/ Kashmir may send same image transmitted to successful bidder to a Government Radiologist for reporting. Reports from successful bidder and the Government Radiologist would be compared for measuring the quality of reporting. Sample taken for quality check may be 10% of the total images transmitted to successful bidder in a month. Initially, samples would be taken at every quarter; however, frequency or percentage of samples taken for quality check may be increased, in case poor quality, due to improper chemical processing or damaged X-Ray film, is observed and may lead State Health Society, NHM, J&K/ Directorate of Health Services, Jammu/ Kashmir to take appropriate action;
- vi. Images reported as poor quality, due to improper chemical processing or damaged of X-Ray film, by successful bidder would be scrutinized during monitoring & evaluation activity by State Health Society, NHM, J&K/ Directorate of Health Services, Jammu/ Kashmir;
- vii. Compression of X-ray Image obtained from digitizer for transmission to successful bidder shall not be allowed

2. **Eligibility Criteria:** Prior to submission of bids, bidder shall ensure the following(s) -

- a. Bidder shall be a sole provider registered as a Legal Entity, such as Company/ Society/ Trust registered under the Companies Act, the Societies Registration Act, the Trust Act respectively, or a Limited Liability Partnership (LLP), or an entity established under any law applicable in the Country. In addition, Group of Companies (maximum - 3), coming together as Consortium to implement the Project, can also bid. Lead Member should have 51% stake in the consortium and must also have all legal liabilities;
- b. Any Individual, or Group of Individuals, is not eligible for bidding purposes;
- c. A bidder cannot bid as a sole provider as well as a member in a consortium. No bidder can place more than one bid in any form, i.e., any individual bidding entity cannot at the same time be member of any consortium submitting bid for the similar project. Likewise, a member of a particular bidder consortium cannot be a member of any other bidder consortium submitting bid for the similar project;
- d. Bidder shall have an **annual average turnover of Rs.5.00 Crore (Rupees Five Crore only) during last three financial years** duly supported by audited financial statements and certificate issued by the Chartered Accountant;
- e. Bidder shall have **minimum three (3) 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 three years should be submitted as per proforma in annexure 'D' Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts./ Semi Govt. Depts. should be specifically brought out. Decision of the State Health Society, NHM, J&K as to whether the assignment is similar or not and whether the bidder(s) possess adequate experience or not, shall be final and binding on the bidders);

- f. Bidder shall have at least one Processing/ Service Center (with fully trained service personnel), where reporting is made and provides reports for a minimum of **10,000 radiology images per annum in one or more State(s) of India;**
 - g. Bidder should have a **team of at least five (5) qualified and experienced Radiologists**, having a Post Graduate Degree/ Post Graduate Diploma in Radiology and imaging, on its rolls; or it should have at least 2 Radiologists on its rolls and may have 3 Consultant Radiologists working with it during last 3 years, whose services will be available for tele-radiology services. All the Radiologists/ Consultant Radiologists should have more than 5 years of experience in analysis, interpretation and reporting of medical images such as X-Rays and CT Scans;
 - h. Bidder should not have been blacklisted by any Govt./ Private Institution of the Country and there is no vigilance/ any other Investigating Agency, case pending against the bidding entity/ its Directors/ Members;
 - i. Bidder should have a web based IT application/ software that can handle transmission of images from healthcare facilities to the processing centre of the bidder and dissemination of reports back to the concerned healthcare facility(ies).
3. **Bid Preparation and Submission:** Online bids shall have to be submitted under **Two Cover System:**
- A. Cover 1st - Technical Cover:**
1. Scanned Copy of Tender Fees of Rs.10,000/- (Rupees Ten Thousand only);
 2. Scanned copy of EMD amounting to Rs.5,00,000/- (Rupees Five Lakhs only);
CDR/ FDR Format:
Received from M/s (Name of the bidder) pledged to the FA & CAO, NHM, J&K.
 3. Scanned Copy of affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1st Class Magistrate** stating that: -
 - a. The bidding entity has not been de-recognized/ blacklisted by any Govt./ Private Institution of the Country and there is no vigilance/ any other Investigating Agency, case pending against the bidding entity/ its Directors/ Members.
 - b. If anything found wrong at any stage, bidding entity, and its authorized representative, shall be responsible and deem to any legal action against it.
 4. Details of bidder(s), as per annexure 'A';
 5. Undertaking, as per annexure 'B';
 6. Statement showing fulfillment of eligibility criteria, as per annexure 'C';
 7. Scanned copies of following documents, in-force at the time of uploading of bids, duly self-attested by the authorized signatory, alongwith seal:
 - a. Certificate of Registration/ Incorporation;
 - b. PAN Card of bidding entity viz., Company/ Society/ Trust, etc. and its Authorized Signatory;
 - c. GST Registration Certificate;
 - d. Latest GST Return 3B, i.e., for the Month of July, 2019;
 - e. Statement regarding assignments of similar nature successfully completed during last three (3) years, as per annexure 'D'. Users' certificates regarding satisfactory completion of assignments should also have to be uploaded alongwith the same, specifically mentioning the assignments of Govt./ Semi Govt. Deptts.;
 - f. Detail(s) of Processing/ Service Centre(s) alongwith total No. of radiological images processed during the financial year – 2018-19. Certificate issued by the auditors of the bidding entity in this regard shall have to be uploaded;
 - g. Details of Radiologists/ Consultant Radiologists working with/ for the bidding entity alongwith their CVs
 - h. Audited Annual Reports, including all financial statements, for the financial year(s) – 2015-16, 2016-17 and 2017-18;
 - i. ITR(s) of last three financial year(s) viz., 2015-16 (A.Y. – 2016-17), 2016-17 (A.Y. – 2017-18) and 2017-18 (A.Y. – 2018-19);

- j. Average Annual Turnover Certificate, issued by the Chartered Accountant, with Average Annual Turnover of last three Financial Years not less than Rs.5.00 Crore;
- k. Board Resolution from the Bidder/ Members for submission of proposal, and if successful, to participate and undertake the project;
- l. Tender document, alongwith Corrigendum & Addendum, if issued, duly signed & stamped

In case of a consortium, documents of lead partner should be submitted alongwith a binding **Memorandum of Understanding (MoU)** entered between all the members for purpose and expressly stating that in case of consortium being declared as successful bidder, the members undertake to keep the Consortium alive till the completion of the Contract

B. Cover 2nd - Financial Cover:

1. Bidder(s) should quote blended rate(s) which include cost of receipt of digital image(s) through web-based IT/ software application, analysis, interpretation, reporting of medical image and also include cost of training radiographers on digitization of images and transmission through web application and access to tele-radiology reports.
2. Rates should be inclusive of GST/ other taxes and charges
3. Rates have to be quoted strictly as per BoQ.
4. Rates are to be quoted in Indian Rupee (INR) only.

C. Preparation and Submission of Bid(s):

1. Bidders shall have to bid for all components taken together. Bids which are only for one or more components, but not all the components, shall not be accepted;
2. Bidder(s) shall prepare and upload bid(s) strictly in accordance with the terms & conditions set forth in the SBD. Bid(s) should be uploaded positively by or before the due date in the manner and form as detailed in this SBD. Bids submitted in any other manner will not be accepted;
3. All the documents uploaded by the bidder should be valid at the time of uploading of bid, duly signed by authorized signatory alongwith date and seal of the bidding entity;
4. In view of long duration of the project, it will be the responsibility of successful bidder to get its documents renewed/ updated, wherever and whenever required. In case of any default in renewal/ updation of documents, State Health Society, NHM, J&K may withhold the payments due in favour of successful bidder and initiate appropriate necessary action;
5. Pages of the bid shall be clearly numbered, indexed and stamped with the office seal of bidder(s);
6. It will be the responsibility of bidder to mention any special offers clearly in the technical bid only;
7. **Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., www.jktenders.gov.in. Bidders have to upload the bids, both technical/ financial, on the said portal. Moreover, bidders are not required to submit technical/ financial bid(s) in physical form;**
8. Bidder(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at bidders' own risk and make the bid(s) non-responsive;
9. Bidder(s) shall provide all the information sought under this SBD. Tendering Committee will evaluate only those bids that are received in required formats and complete in all respects. Incomplete and/ or conditional bids may be liable for rejection outrightly.

D. Clarifications and Pre-Bid Meeting:

- a. To address the queries/ concerns of intended bidders, **Pre-bid Meeting** has been scheduled in the office of State Health Society, NHM, J&K at Regional Institute of Health &

Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu on **07th September, 2019** at **1400 Hrs.** However, all the intended bidder(s) are advised to keep themselves updated with the date & time fixed for Pre-bid meeting, including any changes regarding the same;

- b. Any intended bidder(s) requiring any clarification regarding the content, terms & conditions, etc. mentioned in SBD, may submit its queries, and suggestions if any, **at least two days prior** to the date of pre-bid meeting so that the same can be discussed and clarified during the pre-bid meeting;
- c. Queries shall be clearly stated mentioning the content, terms & conditions/ clause No., alongwith relevant page No. of SBD, and the concern(s) of intended bidder(s), alongwith suggestion(s) if any;
- d. Intended bidders, including all other stakeholders, are free to raise queries/ concerns relating to successful and effective implementation of project in J&K. However, queries should clearly spell the rationale behind required change(s)/ modification(s)/ updation(s)/ deletion(s) in SBD, and should not be merely a vague attempt to divert the Committee, or other intended bidders, from discussing genuine queries;
- e. Queries/ suggestions can be submitted through e-mail at: mdnhmjk@gmail.com **by or before 05th September, 2019 upto 1000 Hrs.** Queries received through any other mode shall not be entertained;
- f. Bidder(s)/ authorized representative(s) should point out to the Tender Inviting Authority regarding embitterment, if any, in writing prior to pre-bid meeting. Thereafter, bidder(s)/ authorized representative(s) will have no legal right to confer or to represent on any ground. No representation shall be allowed, accepted and entertained after the pre-bid meeting;
- g. Tender Inviting Authority at its sole discretion may also hold further discussions with the intended bidder(s), or its authorized representatives, to finalize any other issue(s) related with the project. This would be common for all the intended bidder(s);
- h. Intended bidder(s), willing to participate in pre-bid meeting, shall have to submit an **advance intimation** regarding the same, alongwith name and designation of the Officer/ Official attending the pre-bid meeting, on the e-mail ID: psfmgnhm@gmail.com latest by **06th September, 2019 upto 1600 Hrs.**

E. Amendments/ Modifications in SBD and Extension of Last Date for Submission of Bid(s):

- a. After pre-bid meeting, necessary changes in bid conditions, if deemed appropriate by the Tendering Committee, may be made after approval from the Competent Authority;
- b. All Corrigendum/addendum, if any issued post pre-bid meeting, shall be the integral part of terms & conditions of SBD and will be published on the website(s): www.jktenders.gov.in and www.jknhm.com;
- c. All the intended bidder(s) are advised to submit bid(s) only after pre-bid meeting as per the terms & conditions of original SBD read with the clarifications/ modifications/ amendments issued post Pre-bid meeting. All these clarifications/ modifications/ amendments shall also be uploaded, after duly signed and stamped, with the bid document by the bidder;
- d. To allow reasonable time to intended bidder(s) for taking into consideration the clarifications/ modifications/ amendments issued post pre-bid meeting, and accordingly prepare its bid(s), the Tender Inviting Authority may, at its sole discretion, but not under any obligation to do so, extend the last date for submission of online bid(s) by issuing appropriate addendum uniformly for all bidders. All such addendums will be published on the website(s) – www.jktenders.gov.in and www.jknhm.com;

- e. All the intended bidder(s) are advised to remain updated through above-mentioned website(s). State Health Society, National Health Mission, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of intended bidder(s) to keep themselves updated through these websites.

F. Bid Validity Period and Extension thereof:

- a. Bid(s) submitted by bidder(s) shall remain valid for a period of **180 (One Hundred and Eighty) days** from the last date for submission of online bid(s);
- b. In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request the bidder(s) to extend the period of validity for a specified additional period, **not exceeding 90 (Ninety) days** from the expiry of original bid validity date. All the communication(s) in this regard, including request of Tender Inviting Authority and the bidder's response shall be in writing;
- c. In case of any extension of validity period is requested by the Tender Inviting Authority, bid(s) of all such bidder(s), who fails to extend the validity period of its bid(s), shall be deemed to be rejected;
- d. Bid validity period of the approved bidder shall be automatically extended till the date on which the Agreement is signed.

G. Modification/ Substitution/ Withdrawal of Bid(s): Bid(s) once uploaded, are not allowed to be modified, substituted or withdrawn by bidder. Therefore, it is emphasized upon all the intended bidder(s) that all terms & conditions of the SBD should be carefully studied for successful submission of complete and comprehensive bid. Failing to comply with any of the terms & conditions will only lead to rejection of bid, even if it is the most competitive offer.

H. Acknowledgement by Bidder: It shall be deemed that by submitting the bid, bidder has:

- a. made a complete and careful examination of the SBD;
- b. received all relevant information requested from the Authority;
- c. satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Project in accordance with the bidding document and performance of all of its obligations there under;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
- e. acknowledged that it does not have a Conflict of Interest;
- f. agreed to be bound by the undertakings provided by it under and in terms thereof; and
- g. The Tender Inviting Authority, or any of the Officer/ Official of National Health Mission, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to the NIT or the bidding process, including any error or mistake therein or in any information or data given in the SBD;
- h. It shall be deemed that by submitting the bid, bidder agrees and releases the Mission Director, National Health Mission, J&K and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

4. **Earnest Money Deposit (EMD):**

- a) Bid(s) shall be accompanied with an Earnest Money Deposit of **Rs.5,00,000.00 (Rupees Five Lakhs only)**, without which bid(s) will not be considered as valid and will be rejected outrightly;
- b) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K;
- c) EMD shall remain valid for a period of three (3) years, to be reckoned from the last date for submission of online bids;
- d) Bidder(s) have to upload scanned copy of CDR/ FDR alongwith the technical bid. Only the successful bidder shall have to deposit EMD, in original, in the office of FA&CAO (Chairman), Purchase Committee, State Health Society, NHM, J&K. Successful bidder shall have to ensure that original EMD shall be the same as uploaded during online submission of bids. Any variation between the copy of EMD uploaded and the original EMD may lead to outright rejection of the bid of successful bidder alongwith initiation of necessary action against the successful bidder;
- e) EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected;
- f) EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to Tender Inviting Authority as per the SBD and/or the agreement, or otherwise, under the following conditions:
 - i. If the bidder withdraws or modifies the bid, or impairs or derogates from the bid in any respect, during the period of bid validity, as specified in this SBD and as extended by mutual consent of respective bidder, or after opening of bids;
 - ii. If any bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this SBD;
 - iii. If it is established that the information/ documents furnished by the bidder(s) is incorrect, false, misleading or forged;
 - iv. If there is any kind of dissolution between the members of Consortium, applicable for all members including lead member of Consortium, during the bid validity period;
 - v. In addition to above-mentioned conditions, in case of successful bidder, if the successful bidder -
 - a. fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the rate contract;
 - b. fails to execute the agreement within the specified time or extended time by Competent Authority on the request of the bidder;
 - c. fails to deposit the Performance Security Deposit within the prescribed time;
 - d. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
 - e. violates any terms & conditions of the tender document/ agreement.
- g) EMD of unsuccessful bidder shall be refunded soon after finalization of bids, whereas it shall be retained in case of successful bidder and adjusted against Performance Security Deposit which is to be refunded to the successful bidder after completion of the Contract period;
- h) EMD lying with State Health Society in respect of any other tender, awaiting approval or rejected or on account of contracts being completed, shall not be adjusted towards EMD for this tender. EMD may, however, be taken into consideration in case tenders are re-invited for the similar work;
- i) No bidding entity is exempt, in any manner whatsoever, from submission of EMD. Bid(s) uploaded without EMD shall be outrightly rejected;
- j) In case the Tender Inviting Authority decides to terminate the bidding process, or abandon the Project at any stage, it will promptly release all the EMDs.

5. **Opening of Technical Bids:**

- a. Technical bids will be opened in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, near Sainik School, Kandoli Nagrota, Jammu on **23rd September, 2019 at 1200 Hrs**, in presence of bidder(s) or its authorized representative(s);
- b. Bidder(s) willing to attend the bid opening process shall have to submit advance intimation to State Health Society, NHM, J&K on the e-mail ID: psfmgnhm@gmail.com latest by **21st September, 2019 upto 1600 Hrs**.

6. **Evaluation of Bids:**

- a. Every endeavour shall be made to finalize the NIT on **Least Cost (L-1) basis**, amongst the **Technically Qualified Bidders**;
- b. Complete evaluation of bids shall comprises of following stages:
 - A. Stage – I - Preliminary Evaluation of Bids:** After opening of technical cover, preliminary evaluation of bids will be made, in light of the checklist of documents as per SBD, for acceptance/ rejection of bids. Bidders, who fail to upload all the requisite documents, will not be entertained and their bids shall be summarily rejected during preliminary evaluation and accordingly, such bidders are not considered any further;
 - B. Stage – II – Technical Evaluation of Bids:** Technical evaluation of documents, uploaded by the bidders in response to NIT, shall be made by the existing Tendering Committee of State Health Society, NHM, J&K to ensure eligibility criteria of bidders including Turnover, Experience, etc. Bidders who upload valid, and currently active documents, will further qualify for Stage – III. Any document(s) which has been expired three (3) months prior to the date of publication of NIT/ uploading of SBD, whichever is earlier, and require renewal/ applied for till the last date of uploading of bids, shall not be entertained at all;
 - C. Stage – III – Technical Demonstration of Solution:** It comprises of demonstration of solution, including alternative solution, if any, offered by the intended bidder(s) including technological pathways, process of digitization, reporting, maintenance/ upkeep & security of database, Turn-Around-Time (TAT), Up-Time/ Down-Time for maintenance of web interface, maintenance of relevant records, both online & offline, quality assurance, etc. before the Tendering Committee and the representative(s) from Health & Medical Education Deptt., J&K and IT Deptt., J&K. Only those bidders, who successfully qualify Stage – II, will be accorded the opportunity to demonstrate their proposals. Every bidder, qualifying technical evaluation, shall be allowed 30 minutes for technical demonstration, in the form of power-point presentation, to be structured strictly in following six(6) heads, before the Tendering Committee:
 - a) Profile of the bidding entity emphasizing financial capabilities and work experience;
 - b) Detail of Key Management and Technical Personnel associated with bidding entity. In case of Consortium, including both Lead Member as well as other members;
 - c) Profile of Radiologists involved with the bidding entity;
 - d) Details of Service/ Processing Centre of bidding entity where images will be received, analyzed, interpreted and reported;
 - e) Detailed solution offered including IT solution, training solution, reporting solution, monitoring & evaluation solution, etc.; and
 - f) Likely challenges foreseen by the bidder in implementation of Project in J&K, solution offered to overcome these challenges alongwith alterative mechanism available, if required to be deployed.

- D. Stage – IV – Financial Evaluation:** Financial bids of only those bidders will be opened who qualify in technical demonstration of solution as per Stage – III, and accordingly, the **Lowest Bidder (L-1)** will be issued the Letter of Intent (LoI). In the event of two or more bidders quoting the same rate(s), thereby resulting in a **tie** between such bidders, the Tender Inviting Authority shall identify the successful bidder by ‘**Draw of Lots**’, which shall be conducted, with prior notice, in the presence of tie bidders who may choose to attend.
- c. To facilitate smooth and effective evaluation of bids, Tender Inviting Authority may, at its sole discretion, but under no obligation to do so, seek clarifications in writing from any bidder regarding its bid. Notwithstanding anything contained in the SBD, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the bid(s). At any point in time during the bidding process, if required by the Authority, it is the bidders’ responsibility to provide required evidence with respect to its eligibility as per the terms of SBD, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the bid;
 - d. Bids shall be deemed to be under consideration immediately after they are opened and remain so till official intimation of award/ rejection to the bidders. While bids are under consideration, bidders, its authorized representatives or other interested parties are advised to refrain, save and except as required under SBD, from contacting by any means, any Officer/ Official of National Health Mission, J&K on matters related to the bid under consideration.

7. Issuance and Acceptance of Letter of Intent (LoI) and Execution of Agreement:

- a. After finalization of bids and subsequent approval from the Competent Authority, Letter of Intent (LoI) will be issued to the successful bidder;
- b. Within 15 (Fifteen) days from the date of issuance of LoI, successful bidder shall have to submit original copy of acceptance of the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an agreement in this regard with the National Health Mission, J&K. Stamp duty, if any, payable on the agreement shall be borne by the successful bidder;
- c. Officer signing the LoI and entering into agreement, on behalf of successful bidder, with the National Health Mission, J&K shall have written approval/ resolution regarding the same;
- d. Successful bidder shall be party to the Agreement as a ‘Confirming Party’. Successful bidder shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained;
- e. Successful bidder shall also execute such further documents and deeds as may be required;
- f. In case, the agreement does not executed within 30 (Fifteen) days of acceptance of LoI, the Authority reserves the right to terminate the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the successful bidder shall be forfeited;
- g. Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest bidder, due to non-acceptance of LoI, or non-execution of agreement, by the successful bidder within the stipulated time period, shall be recovered out of its EMD. Even if the 2nd lowest bidder agrees to carry out the contract at the rate of 1st lowest, EMD of 1st lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

8. Performance Security Deposit:

- a. Successful bidder, for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Security Deposit, **@ 5% of the estimated total annual project cost**, in favour of FA & CAO, State Health Society, NHM, J&K at the time of execution of agreement;
- b. Performance Security Deposit shall be in the form of unconditional, unequivocal and irrevocable Bank Guarantee issued by any Scheduled/ Nationalized Bank;
- c. Performance Security Deposit shall remain in force till six (6) months after completion of the Contract period as defined in the agreement executed in this behalf;
- d. EMD of successful bidder shall be adjusted towards Performance Security Deposit (PSD);
- e. The Security shall be refunded after satisfactory completion of contract and after satisfying that there are no dues outstanding against the successful bidder;
- f. It is to be noted that previous EMD/ Security Deposit, on account any previous tenders, even if lying with the State Health Society, NHM, J&K, shall not be considered towards this NIT and therefore fresh security deposit is to be furnished;
- g. State Health Society, NHM, J&K will not pay any interest on Performance Security Deposit/ Earnest Money Deposit;
- h. Performance Security Deposit may be forfeited, wholly or partially, in case the successful bidder -
 - a. fails to provide the services as per the rate contract/ agreement within the time prescribed; or
 - b. violates any terms & conditions of the NIT/ agreement;
- i. In case the Tender Inviting Authority decides to terminate the Project at any stage, it will promptly release the Performance Security Deposit after satisfying that there are no dues outstanding against the successful bidder.

9. Validity of Rates and Escalation Clause:

- a. Rates coming into force as the outcome of this NIT shall remain valid for the entire Contract Period, including initial period of three (3) years as well as extended period of two (2) years, and will be subject to following price escalation;
- b. Approved rates shall be annually escalated by 5% (Five percent), to be calculated on the rates of year – 1, for each subsequent year(s), for e.g., if the approved rate is Rs.100/- for year - 1, then rate for each subsequent year(s) shall be increased by Rs.5/- (i.e., 5% of Rs. 100), as compared to the rate of immediate preceding year(s). Accordingly, rate applicable for year – 2 will be Rs.105/- and for year – 3 will be Rs.110/-, and so on;
- c. First annual escalation shall be applicable with effect from completion of one year of the project after its final commissioning as per the date defined in the agreement to be signed in this behalf.

10. Terms of Payment:

- a. Successful bidder shall submit invoice(s), in **triplicate**, in the office of State Health Society, National Health Mission, **Nagrota (Jammu)/ Old Secretariat (Srinagar)**, duly accompanied by record of services provided, duly verified by the In-charge of concerned healthcare facility(ies);
- b. Invoice(s) for the services rendered during a particular month shall be submitted in the offices of State Health Society, NHM, J&K, as per (a) above, by 05th of next month. In case, successful bidder fails to submit invoice by the scheduled date, such invoice(s) shall be entertained alongwith invoice of subsequent month;
- c. Payment shall be made only after receipt of verification report from the In-charge of concerned healthcare facility(ies) and after deducting the Statutory Dues, if any;

- d. Verification report(s) for a particular month, from the In-charge of the concerned healthcare facility(ies), shall reach to the offices of State Health Society, NHM, J&K, as per (a) above, by 10th of next month. It shall be the responsibility of the successful bidder to coordinate with the In-charge of concerned healthcare facility(ies) regarding the same;
- e. State Health Society, NHM, J&K shall make every endeavor to release the payment immediately upon receipt of invoice(s) alongwith Verification report(s);
- f. State Health Society, NHM, J&K shall use the online dash board for monitoring, cross verification, sample verification or evaluation;
- g. Payment shall be made by RTGS/ NEFT/ PFMS. Expenses on this account, if any, shall be borne by the successful bidder;
- h. The expected normal to abnormal ratio will be 60% to 40% of total X-ray reporting done. For 10% increase in normal X-ray reporting beyond 60%, and each percent thereafter, 5% deduction in unit cost per reported test will be in effect for the surplus normal test beyond 60%.
- i. No payment shall be made for non-reported X-Ray images, which are transmitted to successful bidder;
- j. No advance payments/ mobilization advance shall be made.

11. **Responsibilities of Successful Bidder:** In addition to detailed Scope of Work described under Clause (1) of the Terms & Conditions, responsibilities of shall include, but not limited to, the following:

- a. Successful bidder is bound to stick on the rate(s) approved in its favour. In addition, it shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract/ agreement;
- b. Successful bidder should adhere to Standard Operating Procedures (SOPs) for each of the services finalized in consultation with the Tender Inviting Authority;
- c. Successful bidder will provide signed reports from Qualified Radiologists having Post Graduate Degree/ Post Graduate Diploma in Radiology and Imaging;
- d. All operational cost within the declared scope of work, including cost of deployment of personnel, if any, will be borne by successful bidder;
- e. Successful bidder shall provide all the pre-requisites such as hardware, software, computer & related peripherals, mobile connection or any other requirement;
- f. Successful bidder shall be responsible for execution of contract in full, as per Scope of Work defined in this SBD, and shall not in any case assign or sub-let approved contract or any part thereof to other party. Suitable penalty up-to 10% of the total value of contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of EMD/ Security deposits/ with-holding of other deposits in with State Health Society, National Health Mission, J&K as a whole or even debarring/ black listing of successful bidder;
- g. Successful bidder will have to manage the records including - (i) Digital Cases Register, (ii) Record of Discontinuity of Services at the end of successful bidder, and (iii) Log book of discontinuity of services at the end of healthcare facility(ies);
- h. Successful bidder shall have to impart training to radiographers for digitalization of images;
- i. Successful bidder shall have to tag patient information and images to Unique ID(s) to be generated by it. The codification shall follow GS1 standards as given by Ministry of Commerce, Govt. of India;
- j. Legal liability to the extent of reporting of images for each reported case extends to the successful bidder. However, overall legal responsibility of provision of medical care lies with the concerned healthcare facility;
- k. Successful bidder shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security;

- l. Ownership of entire data, including images as well as reports, shall be sole property of State Health Society, NHM, J&K/ Health & Medical Education Deptt., J&K. Successful bidder shall not sell or transfer any proprietary right or entrust to any other 3rd party for running the proposed project, the duration for which the license has been issued;
- m. Successful bidder shall be responsible for damages of any kind or for any mishap/ injury/ accident caused to its personnel/ property while performing duty in the concerned healthcare facility(ies). All liabilities, legal or monetary, arising in that eventuality shall be borne by the successful bidder;
- n. Successful bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. It shall also comply with all other statutory provisions, including but not limited to, provisions regarding medical education and eligibility criteria of human resources used by it for providing services, biomedical waste management, bio-safety, occupational and environmental safety. In case, successful bidder fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the State Health Society, NHM, J&K/ Health & Medical Education Deptt., J&K, by Court orders or otherwise, successful bidder shall be fully responsible to compensate/ indemnify to the State Health Society, NHM, J&K/ Health & Medical Education Deptt., J&K for such liabilities;
- o. Successful bidder shall provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes;
- p. Successful bidder shall perform the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques & practices, observing sound management practices, employing appropriate advanced technology and safe methods.
- q. Successful bidder is required to observe the highest standard of ethics and shall not use 'corrupt/ fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government;
- r. After completion of contract period, including extended period if any, successful bidder shall have to uninstall its digital infrastructure within 30 days of contract closure date.

12. Responsibilities of Concerned Healthcare Facilities:

- a. Arrange for well-functioning of X-Ray and CT Scan machines, alongwith Preventive Maintenance (PM) and Corrective Maintenance (CM) of the same **through respective Directorate of Health Services, Jammu/ Kashmir;**
- b. Ensure other pre-requisites such as power supply, internet connectivity, radiographers, etc.;
- c. Make provision for storage of images and clinical data;
- d. Verification of monthly invoice(s) and substantiating evidences regarding provision of services; and
- e. Report violation of any terms & conditions by the successful bidder immediately to the State Health Society, NHM, J&K as well as respective Directorate of Health Services, Jammu/ Kashmir for appropriate necessary action.

13. Responsibilities of State Health Society, National Health Mission, J&K:

- a. Provide list of availability of X-Ray and CT Scan equipment, alongwith make and model, available at identified District Hospitals (DHs) and Community Health Centres (CHCs);
- b. Ensure regular IEC of the Project so that benefit of Tele-Radiology services under 'National Free Diagnostics Service' can be made available to the poor and needy people residing in remote locations of J&K;

- c. Ensure periodic review/ prescription audit and observance of terms & conditions, including quality of tests, to be conducted by the Committee of Experts from the Govt. Medical College, Jammu/ Srinagar, the Directorate of Health Services, Jammu/ Kashmir and Department of Information & Technology, J&K;
- d. Ensure timely payment in favour of successful bidder after receipt of monthly invoice(s), alongwith substantiating evidences regarding provision of services, duly verified by the by the In-charge of concerned healthcare facility(ies).

14. Scheduled Service Delivery Time Lines vis-à-vis Penalties Imposable:

- a. The very purpose of hiring Tele-Radiology services is to provide timely and quality diagnostics and reporting. In order to achieve better service delivery, patient makeover, it is important to have timely reporting with correct and accurate diagnostics;
- b. Uploading time of images should not be more than 45 minutes after completion of test. Images will also be made available by the successful bidder to the concerned healthcare facility within 45 minutes after completion of test;
- c. The upkeep time of transmission and reporting of services should be minimum 98%, but a single shutdown shall not be more than one (1) week in a single stretch;
- d. Successful bidder is required to adhere to scheduled time lines while delivery of services, failing which suitable penalties would be leviable as detailed herein-below:

S. No.	Activity	Expected Service Level	Penalty for Delay/ Non-Adherence
1.	Uptime of Web Based MIS application/ Software	<ul style="list-style-type: none"> • The application should be up and running with 98 % of uptime. • Scheduled maintenance should be taken up only during the second half on a public holiday. • When the system is down for maintenance, a dedicated email should be made available and an executive should continuously attend the images of trauma patients. 	<ul style="list-style-type: none"> • No penalty will be charged, if the successful bidder resolves the issue within 24 Hours. • Penalty @ Rs.1,000/- per day will be charged, if the application is not available for more than one day. Penalty will be charged from 1st day of non-availability till the days it remain non-functional, but maximum till 7th day after which the contract is liable for cancellation • In addition, successful bidder shall have to make alternative arrangement, at its own cost, for reporting of cases at the approved rates in case system is out of order/ shutdown for greater than 24 Hours

S. No.	Activity	Expected Service Level	Penalty for Delay/ Non-Adherence
2.	Analysis of X-Ray/ CT Scan of a Patient from the Out Patient Department (OPD)	<ul style="list-style-type: none"> • If the Tests/ X-Ray image is transmitted to successful bidder between 8.00 AM to 6.00 PM, results shall be interpreted, diagnosed and reported within 5 Hours of receipt of image and reporting should be completed and made available. • If the Tests/ X-Ray image is transmitted to successful bidder between 6.00 PM to 8.00 AM next morning, results shall be interpreted, diagnosed and reported within 5 Hours of receipt of image and reporting should be completed and made available 	<ul style="list-style-type: none"> • In case of reporting after 5 hours of receipt of image, 10% of the fee will be deducted • In case report is not ready by 10.00 AM, 10% of the fee will be deducted
3.	Analysis of X-Ray/ CT Scan of an Emergency/ Trauma Patient	<ul style="list-style-type: none"> • If the Tests/ X-Ray image of Trauma/ Emergency Patient is transmitted to successful bidder, it shall make sure that results shall be interpreted, diagnosed and reported within <u>Half an Hour</u> (Level-0) of receipt of image and reporting should be completed and made available. 	<ul style="list-style-type: none"> • In case there is a delay in report, penalty will be levied. • Level – 1 Penalty for delay up to 15 minutes: 20% of fees for such reporting will be deducted. • Level – 2 Penalty for delay beyond 15 minutes and upto 30 minutes: 50% of fees for reporting of such individual image will be deducted as penalty. • Level – 3 Penalty for delay beyond 30 minutes: No fees will be paid. • For e.g., CHC, 'ABC' has transmitted an X-Ray of an emergency patient. Digital X-Ray image was uploaded on the web application provided by successful bidder at 10.30 AM. Since, it is an emergency case, diagnostics report should be made available within 30 minutes i.e., by or

S. No.	Activity	Expected Service Level	Penalty for Delay/ Non-Adherence
			before 11.00 AM on the same day. If successful bidder provides report by 11.14 AM on the same day, it will be a Level 1 Penalty and 20 % of fee for such reporting will be deducted. In case, report is provided at 11.16 AM, it will be treated as Level 2 Penalty and 50 % of fee will be deducted. In case delay is more than 30 minutes, such events shall be treated as Level 3 Penalty and entire fee payable will be deducted as penalty.
4.	False/ Incorrect Reporting	<ul style="list-style-type: none"> • Successful Bidder shall have to provide signed reports from Qualified Radiologists having Post Graduate Degree/ Post Graduate Diploma in Radiology and Imaging and maintaining highest standards of Integrity 	<ul style="list-style-type: none"> • Suitable Penalty to be decided by the Committee constituted by the Mission Director, NHM, J&K
5.	Failure to make Alternative Arrangements for Reporting	<ul style="list-style-type: none"> • Successful bidder shall have to make alternative arrangement, at its own cost, for reporting of cases at the approved rates in case system is out of order/ shutdown for greater than 24 Hours 	<ul style="list-style-type: none"> • Penalty @ Rs.100/- per day per Institution will be charged for such failure
6.	Breach in Data Security and Data Privacy, even after conclusion/ termination of contract	<ul style="list-style-type: none"> • Successful bidder shall have to ensure data privacy and data security of patient information, including medical images and results thereof. It shall not use the patient information for any purpose, other than provision of tele-radiology services. 	<ul style="list-style-type: none"> • Suitable Penalty to be decided by the Committee constituted by the Mission Director, NHM, J&K
7.	Delay/ Failure in Renewal/ Updation of Documents	<ul style="list-style-type: none"> • In view of long duration of the project, it will be the responsibility of successful bidder to get its documents renewed/ updated, wherever and whenever required, on timely basis. 	<ul style="list-style-type: none"> • Suitable Penalty to be decided by the Committee constituted by the Mission Director, NHM, J&K

S. No.	Activity	Expected Service Level	Penalty for Delay/ Non-Adherence
8.	Any other matter associated with the Project which impair successful implementation of the Project, or brings any bad name to NHM/ H&ME Deptt., J&K, and for which no express penalty has been provided	<ul style="list-style-type: none"> • Successful bidder shall have to perform as Trusted Partner of the Govt./ NHM/ H&ME Deptt., J&K and shall have to maintain Highest Standards of Integrity 	<ul style="list-style-type: none"> • Suitable Penalty to be decided by the Committee constituted by the Mission Director, NHM, J&K

15. Cancellation/ Termination of Rate Contract:

- a. State Health Society, NHM, J&K may terminate the contract if the successful bidder -
 - i. withdraws/ modifies its offer after acceptance;
 - ii. fails to execute the agreement and furnish the required Performance Securities Deposit within the stipulated time;
 - iii. fails to provide the proposed services within 30 days of signing the agreement;
 - iv. fails to rectify the system shut down within one week;
 - v. cease to have requisite qualified staff on its rolls, or otherwise;
 - vi. fails to fulfil any other contractual obligations;
 - vii. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT;
 - viii. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency;
 - ix. upon any enquiry initiated by the Mission Director, NHM, J&K, on receipt of any written complaint, found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.
- b. Cancellation/ Termination of the project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard;
- c. In case of cancellation/ termination of Contract, State Health Society, NHM, J&K will have the right to ensure same services from next eligible bidder;
- d. Any loss sustained by State Health Society, NHM, J&K, as a result of re-tendering the contract or allotting the same to 2nd lowest bidder, due to backing out by the successful bidder, shall be recovered from the defaulting bidder out of its EMD/ Security deposit or from any of its pending bill(s), as the case may be. Even if the 2nd lowest bidder agrees to carry out the contract at the rate of 1st lowest, EMD of 1st lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law. The same procedure will be adopted in case of 2nd lowest on its default and likewise for 3rd lowest.

16. Arbitration:

- a. **Dispute:** Either party, including Purchase Committee of State Health Society, NHM, J&K, upon receipt of any information from the Directorate of Health Services, Jammu/ Kashmir or the concerned Health Facility(ies) or any other stakeholder, and the successful bidder, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in

- connection with the NIT, including its existence or validity or termination (collectively called as “Dispute”), by giving written notice to the other party, which shall contain -
- i. Description of dispute
 - ii. Ground for such dispute
 - iii. Written material in support of its claim
- b. Other party shall, within thirty (30) days of issuance of dispute notice, furnish:
- i. Counter claim and defenses, if any, regarding the dispute; and
 - ii. All written material in support of its defenses and counter claim.
- c. **Dispute Resolution by Amicable Settlement:** Within thirty (30) days of issuance of notice by any party, both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty (30) days of receipt of notice referred above, same shall be referred to the Mission Director, National Health Mission, J&K for its reference to arbitration.
- d. **Dispute Resolution by Sole Arbitrator:** In addition to (c), dispute may also include any dispute arising out of contract with regard to interpretation, meaning and breach of the terms of contract. Upon receipt of information, Mission Director, National Health Mission, J&K will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty (30) days from the date of receipt. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. 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 Mission Director, National Health Mission, J&K 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.
- e. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable to successful bidder shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration
- f. **Final Appeal:** If the officer designated as Arbitrator fails to dispose off the grievance filed within the period, or successful bidder or Purchase Committee or any other person aggrieved by the order passed by the Arbitrator, he/ it may file an Appeal before the Mission Director, NHM, J&K being the final Appellate Authority whose decision shall be final and binding upon all the Parties
- g. **Governing Law:** This NIT shall be governed by and construed in accordance with the Laws of Jammu & Kashmir and the Laws of India, as applicable to Jammu & Kashmir.
- h. **Venue of Arbitration:** Venue of arbitration shall be the place from where contract has been issued.

17. Right to Accept or Reject the Bid(s):

- a. Notwithstanding anything contained in this SBD, the Tender Inviting Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh bids hereunder;
- b. The Authority reserves the right to reject any bid if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;
- c. In case, it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the bidder, or the bidder has made material

misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this SBD, be liable to be terminated, by a communication in writing by the Authority to the bidder, without the Authority being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which the Authority may have under this SBD, the agreement or under applicable law(s);

- d. The Authority reserves the right to verify all statements, information and documents submitted by the bidder in response to the SBD. Any such verification or lack of such verification by the Authority shall not relieve the bidder of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.

18. Saving Clause:

- a) In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement
- b) Failure of either party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:
 - i. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - ii. Has informed the other party as soon as possible about the occurrence of such an event.

19. Miscellaneous:

- a. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this tender. Any alleged oral agreement or arrangement made by the bidder with any Officer/ Official of NHM, J&K shall not affect the definitive agreement that results from this bidding process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than NHM, J&K shall not affect the implementation of contract unless approved and agreed to by NHM, J&K.
- b. Bidders that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour can be disqualified from the process at any stage without any notice in this regard.
- c. The information contained in this NIT is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that bidders require. Purchase Committee, State Health Society in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on the respective website(s) – www.jktenders.gov.in and www.jknhm.com and will become part and parcel of this NIT.
- d. The Tender Inviting Authority, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms & conditions relating thereto;
 - ii. consult with any bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted by any bidder; and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by any bidder.
- e. All other issues that may come up during the course of compilation of contract shall be decided by the Mission Director, NHM, J&K and his decision shall be final.

- f. The bidding process shall be governed by, and construed in accordance with, the Laws of India and the Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

Sd/-
Mission Director
(Tender Inviting Authority)
National Health Mission, J&K

I/ We have read the above terms & conditions and I/ We agree to abide myself/ ourselves by the above terms & conditions of the NIT.

In Acceptance

Sig. & Seal of Authorized Representative
alongwith Date & Contact No.:

Details of Public Healthcare facilities that are part of Proposed Tele-Radiology Services

A) District Hospitals:

S. No.	Healthcare Institution	Availability of LAN	Status of X-Ray Machine	No. of X-Ray Conducted in 2018-19 (Provisional Figs.)	Status of CT Scan	Avg. No. of CTs Scans Conducted in 2018-19 (Provisional Figs.)
1.	DH Doda	A	F	8,042	F	32
2.	DH Poonch	A	F	18,365	F	329
3.	DH Ramban	A	F	7,462	F	30
4.	DH Reasi	N.A.	F	10,488	N.F.	-
5.	DH Bandipora	A	F	11,856	N.A.	-
6.	DH Ganderbal	N.A.	F	18,638	N.A.	-
7.	DH Kargil	N.A.	F	11,223	F	1,101

(A = Available; N.A. = Not Available; F = Functional; N.F. = Non-Functional)

B) CHCs/ SDHs:

S. No.	Name of Healthcare Facility	District	Availability of LAN	Status of X-Ray Machine	No. of X-Ray Conducted in 2018-19 (Provisional Figs.)
1	CHC, Bhaderwah	Doda		F	3,364
2	CHC, Gandoh	Doda		F	3,794
3	CHC, Thathri	Doda		F	1,110
4	CHC, Bishnah	Jammu	A	F	1,952
5	CHC, Jourian	Jammu		F	1,371
6	CHC, Khour	Jammu		F	414
7	CHC, Marh	Jammu		F	96
8	CHC, R.S. Pura	Jammu	A	F	4,801
9	CHC, Sohanjana	Jammu		N.F.	-
10	CHC, Bani	Kathua	A	F	2,425

S. No.	Name of Healthcare Facility	District	Availability of LAN	Status of X-Ray Machine	No. of X-Ray Conducted in 2018-19 (Provisional Figs.)
11	CHC, Basohli	Kathua	A	F	3,861
12	CHC, Billawar	Kathua		F	7,097
13	CHC, Parole	Kathua		F	401
14	CHC, Marwah	Kishtwar		F	45
15	CHC, Mandi	Poonch	A	F	3,188
16	CHC, Mendhar	Poonch	A	F	6,019
17	SDH, Kalakote	Rajouri	A	F	96
18	SDH, Nowshera	Rajouri	A	F	1,855
19	SDH, Sunderbani	Rajouri	A	F	4,051
20	CHC, Gool	Ramban		F	1,156
21	CHC, Katra	Reasi		F	5,883
22	CHC, Mahore	Reasi		F	834
23	AH, Ghagwal	Samba		F	1,706
24	CHC, Ramnagar	Udhampur		F	4,102
25	CHC, Bijbehara	Anantnag	A	F	9,694
26	CHC, Dooru	Anantnag		F	7,110
27	CHC, Seer	Anantnag		F	9,367
28	CHC, Shangus	Anantnag		F	2,690
29	CHC, Dawar	Bandipora		F	2,148
30	CHC, Hajan	Bandipora		F	5,608
31	CHC, Sumbal	Bandipora		F	8,784
32	CHC, Chandoosa	Baramulla		F	0
33	CHC, Pattan	Baramulla		N.F.	1,979
34	CHC, Sopore	Baramulla		F	26,264
35	CHC, Tangmarg	Baramulla		F	6,120
36	CHC, Uri	Baramulla		F	4,192
37	CHC, Chadoora	Budgam		F	15,949
38	CHC, Pakherpora	Budgam		N.F.	0
39	CHC, Chiktan	Kargil		F	356
40	CHC, Drass	Kargil		F	532

S. No.	Name of Healthcare Facility	District	Availability of LAN	Status of X-Ray Machine	No. of X-Ray Conducted in 2018-19 (Provisional Figs.)
41	CHC, Padum	Kargil		F	522
42	CHC, Sankoo	Kargil		F	1,221
43	CHC, DH Pora	Kulgam		F	3,277
44	CHC, Qazigund	Kulgam		F	8,337
45	CHC, Yaripora	Kulgam		F	6,630
46	CHC, Sogam	Kupwara		F	4,403
47	CHC, Tangdar	Kupwara		F	5,700
48	CHC, Zachaldara	Kupwara		F	281
49	CHC, Rajpora	Pulwama		F	1,012
50	CHC, Tral	Pulwama		F	4,563
51	CHC, Zainapora	Shopian		F	3,333
52	SDH, Keller	Shopian		F	1,812

(A = Available; N.A. = Not Available; F = Functional; N.F. = Non-Functional)

Note: No. of public healthcare facilities indicated above is Indicative and may increase, or decrease, to provide Tele-Radiology Services

**Sd/-
Mission Director
(Tender Inviting Authority)
National Health Mission, J&K**

**Details of Equipment, including Model, Make, Date of Installation, etc.
available at respective Healthcare Facilities**

A) District Hospitals:

Name of District Hospital	X-Ray			CT Scan		
	Make	Model	DOI	Make	Model	DOI
DH Doda	300 MA	2k120330010-x	16/04/2012	Toshiba	ERBIS-	17/12/2013
DH Doda	500 MA/40KV	-	15/02/2019	-	-	-
DH Doda	GE	Genius-60 M	13/03/2014	-	-	-
DH Doda	Allenger	MARS-6	09/05/2019	-	-	-
DH Poonch	1-BPL 2-Alenger 3-Siemns	-	2015 2010 1993	Toshiba	-	2014
DH Ramban	ST-20mA	X-Ray Plant 20mA	31/05/2006	Toshiba	3CA13X2283	15/09/2015
DH Ramban	Rays India	X-Ray Plant 100mA	05/06/2006	-	-	-
DH Ramban	Allenger	X-Ray Plant 100mA	30/09/2013	-	-	-
DH Ramban	Allenger	X-Ray Plant 300mA	30/09/2013	-	-	-
DH Reasi	Allenger, Rays India, Siemens	300MA, 325FS/MP SNO. 2K111030748,300MA, 100 MA	2011,2006 & 2011	-	-	-
DH Bandipora	-	DX 300	12/10/2005	NA	NA	NA
DH Ganderbal	1. Allengers- 325, 2. CR SYSTEM KONICA	300 MA	2012, 12/14/2018	-	-	-
DH Kargil	Siemen	2014	6,2014	Toshiba	16 Slice Activion	Sep.2011

B) CHCs/ SDHs:

Name of CHC	District	X-Ray		
		Make	Model	DOI
CHC Shangus	Anantnag	Genius-100	G-0221-0337	29/09/2002
CHC Seer	Anantnag	Adnosis	150314	19/04/2015
CHC Dooru	Anantnag	G Medical system	Simplix table	2002
CHC Bijbehara	Anantnag	Konica	Regius Model 110HQ	20/04/2019
CHC Hajan	Bandipora	Rays India	1960	
CHC Sumbal	Bandipora	GE 300 MA	SIMPLEX TABLE	
CHC Dawar	Bandipora	Wipro GE	DX 300 MA	2013
CHC Uri	Baramulla	-	-	-
CHC Chandoosa	Baramulla	-	-	-

Name of CHC	District	X-Ray		
		Make	Model	DOI
CHC Sopore	Baramulla	-	-	-
CHC Tangmarg.	Baramulla	-	-	-
CHC Pattan	Baramulla	-	-	-
CHC Pakherpora	Budgam	NA	NA	NA
CHC Chadoora	Budgam	Konica	40460111	13/05/2019
CHC Bhaderwah	Doda	Allenger	2k15060212-BX/LS	2015
CHC Thathri	Doda	Rise of India	100 MA	2002
CHC Gandoh	Doda	Rays India	R120611105	12/05/2019
CHC Jourian	Jammu	SIEMENS	5201	NA
CHC Marh	Jammu	Allenger	300 MA	01/05/2019
CHC Khour	Jammu	SIEMEN	24010085	2018
CHC R.S. Pura	Jammu	GME100	GME300(L.G)	1998
SDH Bishnah	Jammu	Siamens	Nano 100	-
CHC Sohanjana	Jammu	-	-	-
CHC Sankoo	Kargil	Allenger	2010	3.06.2010
CHC Drass	Kargil	Allenger	2010	3.7.2010
CHC Chiktan	Kargil	Allenger	2010	02.07.2010
CHC Padum	Kargil	Allenger	2010	16.08.2010
CHC Parole	Kathua	Genius	Genius 60 mobile	1993
CHC Basohli	Kathua	Prognosys	PRO-RAD-3 NC	2017
CHC Billawar	Kathua	Allenger	300 MA	2009
CHC Bani	Kathua	Allenger 3.25 PC	2015	05/12/2015
CHC Marwah	Kishtwar	-	-	-
CHC Yaripora	Kulgam	NA	DX 300	2007
CHC DH Pora	Kulgam	Rays India	CML	NA
CHC Qazigund	Kulgam	Rays India	-	10/05/2010
CHC Sogam	Kupwara	GE 300 MA	DX 300	10/01/2003
CHC Tangdar	Kupwara	ADONIS	300 MA Digital Radiography S.No 160117	01/05/2016
CHC Zachaldara	Kupwara	2000	GE 100	01/01/2001
CHC Mandi	Poonch		GENIOUSPO	26.2.2019
CHC Mendhar	Poonch	Allenger 300AMP	373	8.11.2009
CHC Tral	Pulwama	Wipro GE	DX 300 Ma	
CHC Rajpora	Pulwama	Allenger	525	12/06/2017
SDH Sunderbani	Rajouri	Allenger	325FCF/MT	Oct-09

Name of CHC	District	X-Ray		
		Make	Model	DOI
SDH Nowshera	Rajouri	BPL	X-Rad 300	18/08/2018
CHC Kalakote	Rajouri	GE Medical System	Genius -60 M	2003
CHC Gool	Ramban	2006	HG-6051552	28-7-2007
CHC Katra	Reasi	Allenger	300 MA, Allenger 325 MA, 125 KVP	09/09/2011
CHC Mahore	Reasi	Allenger	Allengers-60-CBM	2010
AH Ghagwal	Samba	wiproge medical system	Genius 100/S	24/08/2000
CHC Zainapora	Shopian	300 MA	ADONIS 150327 29/04/15	29/04/2015
SDH Keller	Shopian	SIEMENS	5201	2007
CHC Ramnagar	Udhampur	Genius (GE Medical System)	GENIUS 100FR	2006

Sd/-
Mission Director
(Tender Inviting Authority)
National Health Mission, J&K

Detail of Bidder

(to be Submitted on Letterhead of Bidding Organization)

S. No.	Particulars	To be filled in by the Bidder
(1.)	Detail of Bidding Entity	
(a)	Legal Name of Bidding Entity	
(b)	Legal Status of Biding Entity (Company/ Society/ Trust/ LLP/ Consortium)	
(c)	Date of Establishment/ Incorporation of Bidding Entity	
(d)	PAN	
(e)	GST No.	
(f)	EPF	
(g)	ESI	
(2.)	Registered Address	
(3.)	Contact No.	
(4.)	FAX No.	
(5.)	e-Mail ID	
(6.)	Detail of Authorized Person	
(a)	Name	
(b)	Designation	
(b)	Date of Board Resolution authorizing such Person to Sign the Bidding Document/ Other Correspondence with NHM, J&K. Copy of Board Resolution to be annexed.	
(c)	PAN of Authorized Person	
(d)	Mobile No.	
(e)	e-Mail ID	
(7.)	Detail of Existing Service/ Processing Centres	
(a)	Total No. of Service/ Processing Centres Operational at Present. Detailed list, alongwith Name, Address, Contact No. of all such Service/ Processing Centres has to be annexed	
(b)	Total No. of On-Roll Service Personnel presently Working in such Service/ Processing Centres alongwith their Names, Qualification, Experience and Year since Working with Bidder	

S. No.	Particulars	To be filled in by the Bidder
(c)	Total No. of Off-Roll Service Personnel presently Engaged at such Service/ Processing Centres alongwith their Names, Qualification, Experience and Year since Working with Bidder	
(d)	Total No. of X-Ray Images Processed and Reported at all such Service/ Processing Centres taken together	
(e)	Total No. of CT Scan Images Processed and Reported at all such Service/ Processing Centres taken together	
(8.)	Whether Bidder has NABL/ NABH/ ISO or any other Accreditation?	
(a)	If Yes, Details of Registration	
(b)	Validity of Accreditation. Copy of Accreditation Certificate to be Uploaded	
(8.)	Average Annual Turnover of last three (3) Financial Years. Audited Financial Statements and Certificate issued by the Chartered Accountant to be annexed	
(9.)	Detail of Tender Fees	
(a)	Amount	Rs.10,000/- (Rupees Ten Thousand only)
(b)	Date of RTGS/ Online Transfer	
(c)	Bank	
(d)	Branch	
(e)	UTR/ Reference No.	
(10.)	Detail of Earnest Money Deposit (EMD)	
(a)	Amount	Rs.1,00,000.00 (Rupee Five Lakhs only)
(b)	CDR/ FDR No.	
(c)	Date	
(d)	Issuing Bank	
(e)	Branch	
(f)	Valid Till	

In Acceptance

Sig. & Seal of Authorized Representative
alongwith Date & Contact No.:

UNDERTAKING

(to be Submitted on Letterhead of Bidding Organization)

To

The Mission Director,
National Health Mission,
Jammu and Kashmir

Subject: e-Bid Notice No.: 02 of 2019 for Provision of Tele-Radiology Services by way of Transmission of Medical Images & Reporting thereof at the Healthcare Facilities in Jammu and Kashmir

Sir,

1. I, _____ (**Name of Authorized Person**), working the capacity of _____ (**Designation of Authorized Person**) with M/s _____ (**Name of Bidding Entity**), having Registered Office at _____, have been authorized by the Board/ Committee, vide Resolution/ Power of Attorney passed/ executed on _____ (**Date of Board Resolution/ Execution of Power of Attorney**), to represent, and sign requisite documents including bid document(s) for and on behalf of, my Organization in the bidding process initiated by the National Health Mission, J&K for provision of tele-radiology services by way of transmission of medical images & reporting thereof at the healthcare facilities in J&K.
2. I/ We declare that vide above-mentioned Board Resolution/ Power of Attorney I have been given the capacity to bind my Organization towards implementation of the ambitious project of the National Health Mission, J&K.
3. I/ We hereby agree to abide by all terms and conditions laid down in the NIB read with the Corrigendum/ Addendum.
4. I/ We, before signing this bid on behalf of my Organization, have read and fully understood all the terms & conditions and instructions contained therein and undertake myself/ ourselves to abide by all the said terms and conditions.
5. I/ We declare that our Organization is a going concern and our financial position is sound and we are competent to execute the project as & when allotted.
6. I/ We declare that we will not ask/ expect any financial assistance from the State Health Society, NHM, J&K, or any of its peripheral Agency(ies).
7. I/ We declare that if approved in our favour, we will execute the project strictly in accordance with the terms & conditions of the Notice Inviting Bids, as well as the agreement to be entered in this behalf.
8. I/ We also declare that we have not submitted any other bid, either in individual capacity or as a member of any Consortium/ LLP, except this bid.
9. I/ We also undertake that in case any of the information/ additional information provided by us proves to be false/ misleading, or the documents uploaded by us are found to be fake/ forged/ incorrect, our bid shall be treated as void ab-initio and the State Health Society, NHM, J&K may be at liberty to take appropriate necessary action against the bidding entity as well as the authorized representative.

In Acceptance

Sig. & Seal of Authorized Representative
alongwith Date & Contact No.:

Statement regarding Fulfilment of Eligibility Criteria

(to be Submitted on Letterhead of Bidding Organization)

S. No.	Eligibility Criteria	Bidders Response	Document(s) to be Uploaded along with Bid
1	In case of Consortium, Lead Firm/ Agency should have 51 % Stake in Consortium and should be willing to take all Legal Liabilities under the Proposed Contract		Memorandum of Understanding (MoU) entered into between all the Members nominating one of the member as Lead Member and authorizing Lead Member to participate in the bid
2.	Bidder should be Registered as a Legal Entity such as Company under the Companies Act, Society under the Societies Registration Act, Trust Act, Limited Liability Partnership or an entity established under an equivalent Law applicable in the Country		Certificate of Registration/ Incorporation
3	Bidder shall have Minimum Three (3) Years of Experience in carrying out Similar Type of Assignment/ Service in Private or Public Sector		Statement regarding Assignments of Similar Nature Successfully Completed during last Three (3) Years – annexure ‘D’. In addition, Users’ Certificate regarding Satisfactory Completion of assignments should also be Uploaded. Assignments of Govt. Depts./ Semi Govt. Depts. should be specifically mentioned.
4	Bidder shall have at least one Service/ Processing Center where reporting happens and provides Reports for a minimum of 10,000 Radiology Images per annum in One or more States of India		Details of Service/ Processing Center alongwith total Number of Radiology Images Processed and Reported during last One Year are to be given in annexure ‘A’
5	Bidder should have a Team of at least 5 Qualified and Experienced Radiologists on its roles or should have at least 2 Radiologists on its Rolls and		Details to be given as per annexure ‘A’. In addition, CVs of Radiologist are to be uploaded

S. No.	Eligibility Criteria	Bidders Response	Document(s) to be Uploaded along with Bid										
	<p>3 Consultant Radiologists working with it from last 3 years.</p> <p>All the Radiologists/ Consultant Radiologists should have more than 5 Years of Experience in Analysis, Interpretation and Reporting of Medical Images, viz., X-Ray, CT Scan, etc.</p>												
6	<p>Bidder should Not have been Blacklisted by any Govt./ Private Institution of the Country and there is no vigilance/ any other Investigating Agency, case pending against the bidding entity/ its Directors/ Members</p>		<p>Affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 1st Class Magistrate to be Uploaded</p>										
7	<p>Bidder should have a Web Based IT application/ Software that can handle Transmission of Images from the Healthcare Facilities to the Service/ Processing Center of Bidder and Dissemination of Reports back to concerned Healthcare Facilities</p>		<p>Details/ Key Features of Web-based IT/ Software application to be deployed for Transmission of Digital Images and Reporting to be Uploaded in the form of a Descriptive Note on the Letterhead of the Bidding Entity and should be duly signed, alongwith Stamp & Date, by the Authorized Signatory</p>										
8	<p>Bidders shall have an Annual Average Turnover of Rs.5.00 Crore during last three (3) Financial Years</p>	<p>Turnover of Preceding Three (3) Financial Years</p> <table border="1" data-bbox="614 1451 1003 1809"> <thead> <tr> <th data-bbox="614 1451 810 1585">Financial Year</th> <th data-bbox="810 1451 1003 1585">Turnover Amount (in Cr)</th> </tr> </thead> <tbody> <tr> <td data-bbox="614 1585 810 1630">FY 2017-18</td> <td data-bbox="810 1585 1003 1630"></td> </tr> <tr> <td data-bbox="614 1630 810 1675">FY 2016-17</td> <td data-bbox="810 1630 1003 1675"></td> </tr> <tr> <td data-bbox="614 1675 810 1720">FY 2015-16</td> <td data-bbox="810 1675 1003 1720"></td> </tr> <tr> <td data-bbox="614 1720 810 1809">Average turnover</td> <td data-bbox="810 1720 1003 1809"></td> </tr> </tbody> </table>	Financial Year	Turnover Amount (in Cr)	FY 2017-18		FY 2016-17		FY 2015-16		Average turnover		<p>Audited Financial Statements and Certificate issued by the Chartered Accountant are to be Uploaded</p>
Financial Year	Turnover Amount (in Cr)												
FY 2017-18													
FY 2016-17													
FY 2015-16													
Average turnover													

In Acceptance

Sig. & Seal of Authorized Representative
alongwith Date & Contact No.:

Assignment of Similar Nature Successfully Completed During Last Three (3) Years

(to be Submitted on Letterhead of Bidding Organization)

No.	Name of Client - Govt. Semi-Govt./ Private	Address of Organization alongwith Name, Designation & Contact No. Responsible Officer	Assignment Contract No & date	Description of Work/ Services Provided	No. of Radiologist Deployed/ Engaged	No. of X-Ray Images Processed and Reported	No. of CT Scan Images Processed and Reported	Contract Price of Assignment	Date of Commencement	Date of Completion

Note:

- 1.) Details are to be provided starting from the financial year(s) – 2018-19, 2017-18, 2016-17 and so on.
- 2.) Users' Certificate regarding Satisfactory Completion of assignments are to be Uploaded failing which the above-mentioned detailed shall not be entertained

In Acceptance

Sig. & Seal of Authorized Representative
alongwith Date & Contact No.:

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the bidder(s), in documentary or any other form, by or on behalf of the National Health Mission, Jammu & Kashmir (Procuring Entity), or any of its employees, is provided to bidder(s) on the terms & conditions set out in this bid document and such other terms & conditions subject to which such information is provided to the bidder(s). Whilst the information in this bid document has been prepared in good faith and contains general information in respect of proposed procurement, the bid document is not and does not purport to contain all the information, which the bidder may require.

National Health Mission, J&K, does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid document, or on which this bid is based, or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by the National Health Mission, J&K, to the prospective bidders or any other person. The purpose of the bid document is to provide interested parties with information to assist the formulation of their proposal/ offer. The information contained in this bid document is selective and is subject to updation, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the National Health Mission, J&K, and the base information on which they are made, which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

National Health Mission, J&K, including its employees, make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

National Health Mission, J&K also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document. National Health Mission, J&K may in its absolute discretion, but

without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that National Health Mission, J&K is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the National Health Mission, J&K reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the National Health Mission, J&K, or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall remain with the bidder and the National Health Mission, J&K shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/ documents including information/ documents pertaining to this bid or subsequently provided to bidder and/ or selected bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/ or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/ documents.

Sd/-
Mission Director
(Tender Inviting Authority)
National Health Mission, J&K