Corrigendum/ Addendum

In reference to the discussion during the pre-bid meeting held, to discuss, and address, the queries/concerns of intended bidders with respect to e-NIT No.: 02 of 2019, vide No.: SHS/NHM/J&K/Estt./9906-12 dated: 27/08/2019, for “Provision of Tele-Radiology Services by way of Transmission of Medical Images & Reporting thereof at the Healthcare Facilities in J&K” under National Free Diagnostics Service, on 07th September, 2019 at 1400 Hours at State Health Society, NHM, J&K, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu, and subsequent discussion, following modifications/ updations shall now be the part of Standard Bid Document and the terms & conditions of the SBD shall be construed accordingly:

1.) **Clause 1(B) ‘Tele-Radiology Services’ shall now be read as:**

   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 for analysis, reporting, transmitting the diagnostics reports back to the medical facility with the agreed service level agreements.

2.) **Clause 1(D) ‘Scope of Work Defined’ shall now be read as:**

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. Put in place requisite infrastructure, either CR system or X-Ray Film Digitizer (Medical Grade), wherever required and as deemed appropriate by the intended bidder(s), for digitization of images, of standard size and optimum quality capable of being transmitted & reported, transmission thereof and consequent reporting. Quality of images should be ensured during transmission and accordingly, no adverse impact on reporting of the images so digitized & transmitted;
   
   c. 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;
   
   d. Deploy a team of sufficient number of qualified and experienced radiologists to undertake analysis, interpretation and reporting with correct diagnostics of medical images viz., X-Ray and CT Scan images received from the healthcare facilities;
   
   e. 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 various bodies including Indian Council of Medical Research, New Delhi, National Accreditation Board for Testing and Calibration of Laboratories (NABL) from time to time;
   
   f. Provide signed report from qualified Radiologist having PG Diploma/ MD/ DNB in Radiodiagnosis. In case of Digital Signatures, it has to be ensured that report should be digitally signed by the qualified radiologist using valid class III Digital Signatures only;
g. 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;

h. Report should expressly bear on its face, in bold letters “Valid for Medico-Legal Purposes”;

i. In case, existing X-rays are not in working condition or integration of Computed Radiography (CR) 
system/ Digitizer 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. Ensure periodic maintenance and corrective maintenance of all hardware and software (including 
CR System/ X-Ray film digitizer, IT peripherals, printers etc.);

l. Provide sufficient hands on training, on-site/ off-site, to radiographers deployed at healthcare 
facilities to undertake good quality images, digitization and transmission of images with quality. 
Approved service provider has to provide its resource person to train the radiographers regarding 
techniques of digitization, transmission & reporting, etc. as per the approved rates, as a result of 
this NIT, including cost of travelling, boarding & lodging, etc. and all the associated costs including 
logistics/ transportation of radiographers shall be borne by NHM/ Health Deptt., J&K;

m. Reporting of all X-ray films/ images from District Hospitals/ CHCs electronically;

n. To provide all the images scanned during each month, alongwith the reports thereof, on a CD/ 
DVD 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;

o. 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.

3.) Sub-Clause (4) of Clause 1(F) ‘Commitments’ shall now be read as:

4. All Radiologists engaged by successful bidder shall mandatorily meet the following minimum 
qualification and minimum experience:

a. PG Diploma/ MD/ DNB in Radio-diagnosis;

b. Valid registration with Medical Council of India/ Other Competent Authority/ Body;

c. Competent to deliver investigational report from images generated by X-Ray film digitizer 
adherring to SOP.

4.) Sub-Clause (ii) of Clause 1(G) ‘Key Performance Indicators (KPIs)’ shall now be 
read as:

ii. Images dispatched to successful bidder between 8.00 AM to 6.00 PM in a day shall have to be 
reported within first 6 hours from time of receipt of image. Images dispatched between 6.00 PM 
to 8.00 AM next morning, shall have to be reported by 10.00 AM. In emergency and trauma cases, 
reporting shall be 1 hour for X-rays and in 2 hours for CT scans after uploading of image. Total 
reports not meeting the above prescribed TAT in a day.

5.) Monitoring and Evaluation – Clause 1(H):

a. Sub-Clause (vi) shall now be read as:

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. In case 
of frequent receipt of poor quality images from any healthcare facility, approved service 
provider shall bring the same to the notice of the concerned Officer In-charge as well as State 
Health Society, NHM, J&K and the respective Directorate of Health Services, Jammu/ 
Kashmir.
b. Sub-Clause (vii) shall now be read as:
   vii. Compression of X-ray Image obtained from digitizer for transmission to successful bidder shall not be allowed.
In case the successful bidder has any proven proprietary compression methodologies and technologies, it may be allowed subject to the agreement that the compression methodologies and technologies adopted by the approved service provider won’t adversely affect the quality of reporting in any way.
In case, it is observed that there is any wrong reporting due to such compression methodologies and technologies, State Health Society, NHM, J&K would be at liberty to forfeit the Performance Security Deposit of the successful bidder, alongwith the payments due in its favour, and initiate appropriate necessary action against the approved service provider.

6.) In Clause 3(A) ‘Bid Preparation and Submission’, existing terms & Condition “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”, shall now be read as “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. The said MoU shall be on Non-Judicial Stamp Paper of Rs.100/-, duly attested by Notary Public”.

7.) Clause 14(d)(2) & (3) shall now be read as:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Expected Service Level</th>
<th>Penalty for Delay/ Non-Adherence</th>
</tr>
</thead>
</table>
| 2.     | Analysis of X-Ray/ CT Scan of a Patient from the Out Patient Department (OPD) | • 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 6 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 6 Hours of receipt of image and reporting should be completed and made available.  
• In case report is not ready by 10.00 AM, 10% of the fee will be deducted | • In case of reporting after 6 hours of receipt of image, 10% of the fee will be deducted |
| 3.     | Analysis of X-Ray/ CT Scan of an Emergency/ Trauma Patient | • 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 as per following  
• 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 |  |
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Expected Service Level</th>
<th>Penalty for Delay/Non-Adherence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>timeline</strong> with respect to receipt of image(s) and reporting should be completed and made available:</td>
<td>reporting will be deducted.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Emergency X-Ray reporting is within 1 Hour; and</td>
<td>• 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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) CT Scan reporting should be within 2 Hours</td>
<td>• Level – 3 Penalty for delay beyond 30 minutes: No fees will be paid.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[474x782]</td>
<td>• 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 1 Hour i.e., by or before 11.30 AM on the same day. If successful bidder provides report by 11.40 AM on the same day, it will be a <strong>Level 1 Penalty</strong> and 20 % of fee for such reporting will be deducted. In case, report is provided at 11.50 AM, it will be treated as <strong>Level 2 Penalty</strong> and 50 % of fee will be deducted. In case delay is more than 30 minutes, such events shall be treated as <strong>Level 3 Penalty</strong> and entire fee payable will be deducted as penalty.</td>
</tr>
</tbody>
</table>

8.) Annexure A.10(a): Amount be read as “Rs.5,00,000.00 (Rupee Five Lakhs only)” in stead of Amount: Rs.1,00,000.00 (Rupee Five Lakhs only).

9.) Intended bidder(s) desirous to seek any exemption, may claim the same, alongwith relevant documentary evidence substantiating its claim(s). State Health Society, NHM, J&K will evaluate the
same during evaluation of bids and will finalize accordingly. In case, at any stage it is established that the exemption solicited by intended bidder(s), including the successful bidder, was solicited on the basis of any wrong/ false information, State Health Society, NHM, J&K may be at liberty to initiate appropriate necessary action against the erring bidder(s), including the successful bidder.

10.) Last date(s) for submission of online bids and the date of opening of technical bids shall now be as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Earlier Date/ Time</th>
<th>Revised Date/ Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Last Date for Submission of Online Bids</td>
<td>21/09/2019 upto 1600 Hrs</td>
<td>01/10/2019 upto 1600 Hrs</td>
</tr>
<tr>
<td>2</td>
<td>Date of Opening of Technical Bids</td>
<td>23/09/2019 at 1200 Hrs</td>
<td>03/10/2019 at 1200 Hrs</td>
</tr>
<tr>
<td>3</td>
<td>Date of Technical Demonstration</td>
<td>To be Notified Separately</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Date of Opening of Financial Bids</td>
<td>To be Notified Separately</td>
<td></td>
</tr>
</tbody>
</table>

11.) Reference(s) related to above-mentioned modifications/ updations, in all the associated terms & conditions, shall be construed accordingly.

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

No: SHS/NHM/J&K/Estt./11533-35 Dated: 19/09/2019