

# **JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**

*(Public Sector Undertaking of the Government of Jammu and Kashmir)*

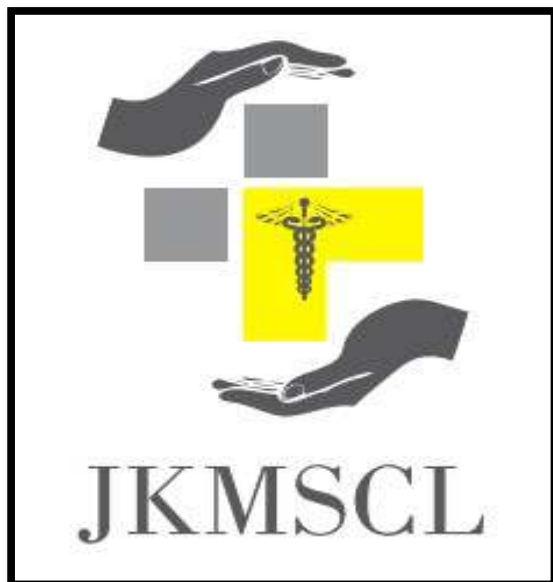
**Corporate Head Office:** Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar

**Telephone:** 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

**email:**mdjkmscl2@gmail.com; **website:** www.jkmsclbusiness.com

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## **REQUEST FOR PROPOSAL**

**for Implementation of**

**Tele Radiology Services at Identified Healthcare facilities**

**(REFERENCE No: NIT/JKMSCL/TELERAD/2026/ 691      DATED: 27/04/2026**

**LAST DATE OF SUBMISSION OF ONLINE BIDS: 30.05.2026 upto 1600 hrs**

**Important Note:** *Each page of e-Bid should be properly page marked and indexed. Page Number should be reflected at the bottom of each page. All documents requested in “Annexure-II”, should be reflected in the column mentioned against each (Page No. \_\_\_\_). Any deviation may result in rejection of the bid and the bidder shall be solely responsible for the same.*

## **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 Jammu and Kashmir Medical Supplies Corporation Ltd. (procuring entity) or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the bidder may require.

Jammu and Kashmir Medical Supplies Corporation Ltd., does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent 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 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 Jammu and Kashmir Medical Supplies Corporation Limited, (hereinafter referred to as "procuring entity") 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 updating expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to correct 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 procuring entity, (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.

The procuring entity is, its employees and advisors 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.

The procuring entity 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.

The procuring entity 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 the procuring entity is bound to select a bidder or to appoint the selected bidder or bidder, as the case maybe, for the procurement and the procuring entity 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 procuring entity 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 procuring entity 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.



## JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Office: Plot No: 58, Friends Colony, Satyam Road, Trikuta Nagar Jammu

Corporate Office: Opp State Motor Garages Near Haj House, Bemina, Srinagar

Telephone: 0191-2580842, Telefax: 0194-2432008 (Srinagar)

**Tender No. NIT/JKMSCL/2026/691**

**Dated: 27 /04/2026**

### NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover-1 and Financial bid in cover-2) is invited for the **Tele Radiology Services at Identified Healthcare facilities of Union Tertiary of Jammu & Kashmir ;**

Detailed tender document may be downloaded at J&K Govt. Portal [www.jktenders.gov.in](http://www.jktenders.gov.in), [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com). The cost of the tender along with tender processing charges of Rs.10,000/- + 18% GST = 11,800/- (i.e Rupees Eleven thousand Eight Hundred only/-) i.e. Rs.1,000/- + 18%GST= 1180/- (Rupees one thousand one hundred eighty only) as cost of tender & Rs.9,000/- + 18% GST = 10620/- (Rupees Ten thousand Six hundred twenty only) as tender processing charges shall have to be paid either through **NEFT/RTGS only** in the Corporation's Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No.** along with the submission of requisite valid documentary proof.

- **IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out-rightly rejected.**
- **DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.**
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- **The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- **Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**
- **Every participating supplier/contractor to mandatorily disclose the Bank account number which is linked with GSTIN at the time of bid submission. No payments shall be released by the Govt. Department/Agency to any other bank account except the one linked with the GST regarding number of the successful bidder"**

Sd/- Managing Director  
Jammu and Kashmir Medical Supplies Corporation Ltd.

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**Corporate Head Office:** Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

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**Telephone:** 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

**(Bid form is non-transferable)**

## **Bid Form for Implementation of Tele Radiology Services at Identified Healthcare facilities**

Bid Reference: <b>JKMSCL/TeleRad/2026/691</b>	<b>Dated: 27.04.2026</b>
Date of publication of e-bid	: 27.04.2026 at 18.45 hrs.
Start date and time for download of bid document	: 27.04.2026 at 18.45 hrs.
Last date and time for download of bid document	: 30.05.2026 at 1600 hrs.
Pre- bid conference	: 07.05.2026 at 1100 hrs.
Google Code for Pre bid Conference	<a href="https://meet.google.com/xwv-wcbq-wcv">https://meet.google.com/xwv-wcbq-wcv</a>
Start date and time for submission of online bids	: 27.04.2026 at 1200 hrs.
Last date and time for submission of online bids	: 30.05.2026 at 1600 hrs.
Date and time for online opening of technical bids	: 31.05.2026 at 1100 hrs.
Cost of tender document	: Rs. 1000/-
Tender Processing Fee	: Rs. 9000/-

### **ADDRESS FOR COMMUNICATION:**

**Managing Director or General  
Manager, J&K Medical Supplies  
Corporation Ltd,**

Address: Plot No. 58, Friends Colony  
Satyam Road Trikuta Nagar, Jammu  
Bemina Near Haj House- Srinagar  
(Kashmir)

Note :

1. The bidder shall have to get themselves updated with the date & time fixed for Pre-bid meeting. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of technical experts drawn from the intending department after the approval of the competent authority. Bid should be submitted through e-portal [www.jktenders.gov.in](http://www.jktenders.gov.in) after pre-bid meeting including all the clarifications/ modifications/ amendments.
2. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
3. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
4. The bidders shall have to submit a **GST No. and valid 'GST'** certificate/returns submitted from the taxation department and the 'PAN' issued by income tax department.
5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change or modification in its formats. Bids submitted with changed or modified annexure / formats shall be rejected.

6. Information of award of contract shall be communicated to all participating bidders on the website [www.jktenders.gov.inwww.jkmsclbusiness.com](http://www.jktenders.gov.inwww.jkmsclbusiness.com).
7. *If any amendment/clarification is carried out in the bid terms & conditions following pre-bid meeting or any other information, the same shall also be uploaded on the websites mentioned above and the bidders shall keep themselves updated by regularly visiting the website / JK Tenders Portal.*
8. *No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 4.00 P.M of Pre-bid date). Bidders are requested to submit their queries/clarifications by or before the date fixed (mentioned above), so that the same can be discussed and clarified during the Pre-bid meeting.*
9. *In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and/ or Policy for Blacklisting of JKMSCL.*

**Important Note:**

**Every participating supplier/ contractor to mandatorily disclose the Bank account number which is linked with GSTIN at the time of bid submission. No payments shall be released by the Govt. Department/Agency to any other bank account except the one linked with the GST regarding number of the successful bidder”**

**The Following Information is Mandatory to be submitted by the suppliers/contractors**

<b>Name of the bidder</b>	<b>Bank Name</b>	<b>A/C No. linked with GSTIN</b>	<b>IFSC CODE</b>	<b>BRANCH</b>	<b>STATE/UT</b>

## Annexure 'A'

### Declaration Form (Notarized)

I/We ..... (Name of Bidder) having our office at ..... (Address of Bidder) declare that I/ We have read all the Terms & Condition of the tender invited by the JKMSCL and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this tender in the capacity of..... (Company/Firm/Consortium/Trust/Society). I/We enclose valid Acknowledgement/Memorandum/ IEM/ Registration of Unit/Import license along with Authorization(s) by Foreign Principal (whichever applicable).

I/We further declare that the rates offered by us shall remain valid for a period of one year which will be subject to escalation / variation after one year, as per the Price Escalation/ Price Variation clause mentioned in the tender document. I/We enclosed the following documents as per details given against each:

S. No.	Particulars	Submitted Yes/ No	Page No.
01	Earnest Money Deposit		
02	Documentary evidence regarding Company registered under the Companies Act/ Limited Liability Partnership (LLP) registered under the LLP Act 2008/ Consortium / Trust/Society.		
03	ISO & CE / BIS / USFDA /or any other mandatory certifications as asked, wherever applicable		
04	Average Annual Turnover Statement for Last 3 financial Years of the Company / Firm/ Consortium / Trust issued by Chartered Accountant/competent authority with UDIN (2022-23, 2023-24 and 2024-25).		
05	Copies of Audited Balance sheet & profit / loss account for last three financial years certified by Chartered Accountant of the Indian Subsidiary for 2022-23, 2023-24 & 2024-25 with UDIN.		
06	Copy of the PAN Card of the Bidder with ITR of last three financial years.		
07	Declaration form duly signed & notarized - Annexure- A		
08	Original Tender along with Terms & Conditions / Letter of Acceptance duly signed by the bidder - Annexure-B		
09	Undertaking of Blacklisting & Banning - Annexure C		
10.	Annual Turnover Statement -Annexure D		
11.	Statement of Performance -Annexure E		
12.	Statement of No. of Employee - Annexure F		
13	Pre-Stamp Receipt -Annexure G		
14	Consolidated Contract Completion Report- Annexure-H		
15	Acceptance Certificate / Declaration- Annexure-I		
16	Memorandum of Appeal- Annexure - J		

**Date: Place:**

**Name and Signature of Bidder with Seal**

## **Annexure 'B'**

### **Terms & Conditions of Tender and Contract**

Bidder should read these terms & conditions carefully and comply strictly while submitting their tenders. If a bidder(s) has any doubt regarding the terms & conditions mentioned in the tender notice/ catalogue, he shall immediately refer these to the Managing Director (TIA), JKMSCL and obtain clarifications through e-mail at [mdjkscl2@gmail.com](mailto:mdjkscl2@gmail.com) or prior to submission of bid. Decisions of the TIA, JKMSCL shall be final and binding on the bidder(s). The clauses of terms & conditions are as follows:

#### **A. General Terms & Conditions:-**

1. e-Tender (including both Technical as well as Financial bid) shall be uploaded on the web-portal [www.jktenders.gov.in](http://www.jktenders.gov.in).
  - a. Bidders in the form of a Company incorporated under the Companies Act, Registered societies, Trusts incorporated under relevant laws/ Limited Liability Partnership ("LLP") registered under the LLP Act, 2008; are allowed to bid. Consortium/ JV bids are accepted with maximum 3 members in the Consortium/ JV, wherein one member will act as a Lead member.
  - b. Consortium Agreement should specify the lead partner and joint and severe responsibility of all members.
  - c. Consortium Agreement should be valid and alive till conclusion of the contract under this tender.
2. Bidder should also submit duly attested and notarized copies of following documents in the technical bid:
  - i. In case, bidder is applying as a Consortium / JV, documentary evidence in support of the same specifying the lead partner / member and other partners/ members.
  - ii. Average Annual Turnover Statement for past three financial years certified by the Auditor/ Chartered Accountant.
  - iii. Audited Balance Sheet & Profit & Loss Statement for the preceding three financial year(s).
  - iv. Latest Tax clearance certificate (upto last quarter) from the Commercial Tax Officer of the circle concerned. Bidder shall have to submit all the relevant documents for Sister Concerns/ Group Companies/ Consortium also.
  - v. Bidder shall have to submit all the relevant documents for Sister Concerns/ Group Companies/ Consortium also.
3. **Bidder should submit following along with Technical bids:**
  - i. Scanned copies of financial instruments viz DDs CDR/ FDR/ Bank Guarantee shall have to be uploaded at the time of bidding. However, these DDs/CDR/ FDR/ Bank Guarantee shall have to be deposited, in original, at the office of Managing Director, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission. Other than these, no document is physically required to be submitted at the time of bidding.

- ii. Undertaking/Declaration- regarding Non- Black Listing & Non-Banning must be submitted on Non Judicial stamp paper of Rs.100/- (Notarized).
- iii. Tender should not be submitted for the services for which the Firm/Company/Trust/Societies has been blacklisted/banned/ debarred/ suspended for any reason whatsoever, in Medical Services either in the past or as on date of bid submission.
- iv. If such Blacklisting/ suspension / ban / debarment is pending (including status-quo) before any Hon'ble Court of Law in India and final decision is pending (including status-quo) then such bidder shall not be eligible for submission of bid, unless the final verdict/ court order has been issued in the favour of the bidder or such Blacklisting/ suspension / ban / debarment order is reversed by the order issuing authority. This also applies to the firm/company for its allied/ sister firms and units.
- v. Bidders are also required to upload renewed/ revalidated documents, wherever applicable.

**Note: -**

- A. All above mentioned documents duly notarized/attested by Notary public must be submitted. Un-attested/ Un-notarized copies of such document shall not be considered valid and shall liable to get rejected.
  - B. All attested document must be submitted in English language. If documents are not in English, same should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
  - C. Bids without following documents shall not be considered responsive:
    - i. Tender Fees and processing fee.
    - ii. EMD
4. Duly filled Financial Bid, (**BOQ only on e. portal**), giving rates for Quoted services shall be submitted.
  5. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down in the NIT by JKMSCL on the details furnished by the Bidder in Technical bid, in compliance of Tender terms& conditions.
  6. Tender must be signed by authorized signatory of the bidder which should be supported by a suitable documents establishing the authority of the signatory to sign the bid. In event of a Company, tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so.
  7. Any change in the Constitution of the Firm/ Company/Trust/Society shall be notified forthwith by the bidder in writing to the JKMSCL and such change shall not relieve any former member of the Firm/ Company/Trust/Society from the liability under the contract. No new partner(s) shall be accepted in the Firm by the bidder in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the JKMSCL a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

### **Earnest Money:**

- i. Tender shall have to be accompanied with an Earnest Money Deposit of Rs.01.00 Lakh (Rupees One Lakhs only) without which tender shall not be considered as valid. EMD shall be in the form of CDR/ FDR/Bank Guarantee duly pledged in favor of FA/CAO, JKMSCL. Scanned copies of CDR/ FDR/Bank Guarantee shall have to be uploaded along with Technical bid and shall have to be deposited, in original, at the Corporate office Jammu/ Srinagar of JKMSCL before the last date and time of bid submission. **Earnest Money Deposit in any other form will not be accepted.** The tenders submitted without sufficient EMD shall summarily be rejected.
- ii. **Refund of earnest money:** The earnest money of unsuccessful Bidder shall be refunded soon after finalization of the tender. **Bidder has to produce a Pre stamp receipt.**
- iii. The earnest money/ security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed shall not be adjusted towards earnest money for the fresh tenders.

### **Forfeiture of Earnest Money:**

The earnest money shall be forfeited when the bidder:

- i. Withdraws or modifies the offer after opening of tender but before acceptance of tender.
- ii. Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- iii. Fails to deposit the security money after the work order is given.
- iv. Fails to commence the work order within the time prescribed.
- v. Violates any terms & conditions of the tender document.

### **Preferential Treatment:**

It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to execute the work order of the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-execution /delayed period will not be entertained.

### **Rates and Comparison of Rates:**

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the contract and must be offered conforming to the following:

- i. Rates must be offered net only against the specified works. The net rate must be inclusive of all charges including transit insurance and any other levies or duties etc. charge on the product except **GST**. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- ii. Any surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately. In the event of any subsequent variation (increase or decrease) in **GST/Surcharge** by the government (State/UT or Central) the same shall be modified accordingly.
- iii. In the event that there are 2 or more bidders having the same value in commercial

bid, the bidder securing highest technical score will be adjudicated as “Best responsive bid” for award of the Project.

- iv. Bidder shall exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. shall not be entertained on account of whatever reasons may be.
- v. Bidder shall sign with seal on every page of the tender form and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non-receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.
- vi. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

**Note:**

- a. **Bidder shall not make any change in the BOQ.**
- b. Nomenclature in the Financial Bid should not differ from the original tender catalogue specifications, otherwise tender may be liable to be rejected.

**Applicability of Taxes:**

Taxes shall be payable, at actual, as applicable.

**Demonstrations:**

The tenderer shall be asked to demonstrate the technique, procedure and utility of services as per specification of tender document before the technical panel constituted by the JKMSCL to the satisfaction of the panel.

**Security Deposit & Agreement:**

- i. All firms whose offers are accepted will have to deposit a security equal to five per cent (5%) of the yearly total value of approximate quantity as per tender catalogue in favor of FA/CAO, JKMSCL at the time of agreement, which shall be renewed every year before the expiry of the earlier deposit, until the end of the contract period. The security amount shall in no case be less than the earnest money.
- ii. The earnest money of successful Bidder shall be returned or be adjusted toward Security Deposit (SD) and balance shall be given in the form of CDR/ FDR/ Bank Guarantee favoring FA/CAO, JKMSCL.
- iii. The security deposit shall be refunded after six months from the date of expiry of the contract or satisfactory completion of contract, whichever is later and after satisfying that there are no dues outstanding against the Bidder.
- iv. It is to be noted that previous earnest money/security deposit, on account any previous tenders, even if lying in JKMSCL, shall not be considered towards this contract and therefore fresh security deposit should be furnished.

- v. The work order(s) shall only be placed after deposition of appropriate amount of Security Deposit (SD) and its adjustment orders by the Corporation.
- vi. The department will pay no interest on security deposit/Earnest money deposit.
- vii. Successful Bidders shall have to execute an agreement on a Non Judicial Stamp Paper Rs.100/- (as mentioned in Offer letter) in the prescribed form with the JKMSCL and deposit security for the performance of the contract within **21 days** from the date of acceptance of offer/ LoI communicated to him through e-mail/ fax/ courier, etc. whichever is earlier. However, JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
- viii. The Bidder shall furnish the following documents at the time of execution of agreement:-
  - a. Registration Number and year of registration in case of Company /Firm/Trust/Society registered under relevant laws.
  - b. Address of office, telephone numbers.
  - c. Registration issued by Registrar of Companies, Govt. of India in case of Company(ies) registered under the Companies Act, 1956/ 2013.
- ix. Rate Contract shall remain in force for a period of **Three years** subject to annual review by the Health & Medical Education Department, J&K. Rate Contract may be further extendable by another **Two** years, subject to successful satisfactory completion of initial period of Two years. Decision of Health & Medical Education Department, J&K shall be final and binding.
- x. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by JKMSCL and decision of MD, JKMSCL shall be final.
- xi. The contract for the service can be repudiated at any time by the Managing Director, JKMSCL if the services are not made to the satisfaction of Health & Medical Education Department, J&K after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Managing Director, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/firm /company/trust/society in public interest.

**Work Orders:**

- i. Work order shall be placed to the approved bidder only (not Agents/Suppliers/Distributors etc.) *by JKMSCL*, through e-mail/fax/ registered/ speed post. Date of receipt of e-mail/ fax/ registration at post office, whichever is earlier, shall be treated as date of work order for calculating the period of execution of job orders.

- ii. Termination for default: The right to cancel the work orders rests only with the Managing Director, JKMSCL.

**Submission of Return and Contract Completion Report:**

- a. The firm shall furnish consolidated statement of work executed, in enclosed formats to intending department by 10<sup>th</sup> of each month duly verified by the consignee(s). Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms shall have to submit consolidated statement in duplicate at the end of Rate Contract as well as after expiry of material warranty period (as provided in warranty clause of the contract) to enable the Corporation to examine the case for refund of security money. The consignee shall submit every month verified copy of statements along with his comments to the intending department for monitoring the project.
- b. It shall be the responsibility of the consignee to get registered the complaint of defective performance immediately to the authorities for taking action against the contractor/supplier/firm.
- c. Contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately and before completion of warranty period.

**Terms of Payment:**

- a. **Payments shall be paid centrally from the JKMSCL Corporate office.**
- b. No advance payments shall be made to the approved bidder.
- c. **Payment in respect of Capex is released after the installation & successful commissioning of the Capex component as per the NIT Terms.**

**Operational expenses shall be released on submission of invoices on monthly basis based on performance evaluation reports from Nodal Officers of the concerned Directorate(s)/intending departments(s).**

- a. Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
- b. All bills/ invoices should be raised in triplicate in the name of the authority concerned.

**Recoveries:**

- i. Recoveries of liquidated damages, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under the law in vogue.
- ii. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/work orders placed on them by the corporation, can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/work orders. Firm shall submit details of pending amount lying with corporation but decision of Managing Director, JKMSCL regarding authenticity of sum payable shall be final.

## **Periodic Inspections**

The Technical committee constituted for the purpose, if deemed fit, shall carry out periodic inspections at random basis for smooth functioning of the centres/project.

## **Validity of Tender:**

Rate Contract shall remain in force for a period of **Three years** commencing from the date of the signing of the contract subject to annual review by the Health & Medical Education Department, J&K. Terms of tender will be extendable for another Two year subject to successful satisfactory completion of initial period of Three years. Decision of Health & Medical Education Department shall be final and binding.

## **Subletting of Contract:**

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Managing Director, JKMSCL shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

## **Fall Clause:**

- i. The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the MD, JKMSCL and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. It implies that if the contract holder quotes/reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.

## **Modifications**

JKMSCL reserves the right to relax or change/ modification in terms and conditions including scope of work in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from the Board of Directors of JKMSCL, J&K as the case may be. However, basic conditions of the agreement shall not be modified.

## **Right to Accept and Reject any Proposal**

JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

JKMSCL will have the right of rejection of all or any of the bids without assigning any reason for the same. The right to conclude parallel rate contracts with another firm is also reserved by the Managing Director, JKMSCL.

### **Award of Contract and Agreement**

On evaluation of technical and financial parts of proposal and decision thereon, the selected successful bidder shall have to execute an agreement with the Government within 21 days from the date of acceptance of the bid as communicated to him. This RFP along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit Performance security as mentioned in the proposal above.

#### **MONITORING:**

- i) Daily Clinician records by concerned faculty.
- ii) Monthly review by concerned HODs.
- iii) Quarterly Review by MD NHM/Program Manager.
- iv) Any deviation by the approved firm shall be timely acted upon by concerned Administration under an intimation to the MD, NHM, J&K

#### **ROLE OF NHM, J&K.**

##### **Payment:**

The payment of the setup of Hardware/software, training & operations etc. shall be funded by NHM to the concerned Healthcare institution(s)/Directorate(s). The payment shall be made after verification of invoices by the concerned Nodal Officers duly forwarded by the concerned Healthcare institution(s)/DHS to MD, NHM, J&K. Any bill shall be subject to scrutiny by the MD, NHM, J&K at any given point of time. The MD, NHM, J&K shall call for any kind of explanation in case of lack of any kind of operations as agreed upon the tender conditions.

##### **Agreement:**

The Agreement is to be made between MD NHM/Concerned HODs and the approved bidder.

##### **Responsibility of JKMSCL**

JKMSCL shall provide appropriate assistance where required.

##### **Termination/ Suspension of Agreement**

- a) MD, NHM/Concerned DHS/Healthcare Institution may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
  - i. Shall specify the nature of failure, and
  - ii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- b) MD, NHM/ Concerned DHS/Healthcare Institution after giving 15 days clear notice in writing expressing the intention of termination by stating the ground/ grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving

reasonable opportunity of being heard to the service provider.

- i. If the service provider do not remedy a failure in the performance of his obligations within 45 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
- ii. If the service provider becomes insolvent or bankrupt.
- iii. If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- iv. If, in the judgment of the JKMSCL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

**Grievance/ Appeal:**

- a) In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the Parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall Endeavour to dispose it off, within thirty days from the date of its submission.
- b) If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.
- c) **Appeal not to lie in certain cases**  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - i. Determination of need of procurement;
  - ii. Provision limiting participation of Bidders in the Bid process;
  - iii. The decision of whether or not to enter into negotiations;
  - iv. Cancellation of a procurement process;
  - v. Applicability of the provisions of confidentiality.

**d. Form of Appeal:**

- i. An appeal under in the form as annexed along with as many copies as there are respondents in the appeal.
- ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- iii. Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered

post or authorized representative.

**e. Fee for filling appeal:**

- i. Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.
- ii. The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**f. Procedure for disposal of appeal:**

- i. Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - ii. On the date fixed for hearing, the Appellate Authority shall -
    1. Hear all the parties to appeal present before him; and
    2. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
  - iv. The order passed under sub-clause (iii) above shall be placed on the J&K State e-Procurement portal [www.jktenders.nic.in](http://www.jktenders.nic.in).
- g. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc., the bidder has to deposit Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn in favor of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and mala-fide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.

**Compliance with the Code of Integrity and No Conflict of Interest:**

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement

- process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
  - f) Not obstruct any investigation or audit of a procurement process;
  - g) Disclose conflict of interest, if any; and
  - h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:**

Bidders participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a 2<sup>nd</sup> party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

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

**Situations leading to Disqualification of bidders**

- i. Direct or indirect canvassing on the part of bidder(s) or their representative(s) shall disqualify their bid
- ii. Bidder may be disqualified, banned or suspended from business during the rate contract if :
  - a. fails to execute a contract or fails to execute it satisfactorily;
  - b. no longer has the technical staff or equipment considered

- necessary;
- c. is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
  - d. The firm is suspected to be doubtful loyalty to state.
  - e. The Anti Corruption Bureau or any other Investigating agency recommends such a course in respect of a case under investigation.
  - f. MD, NHM is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
  - g. If any certificate/ documents/ information submitted by the bidder found to be false/ forged/ fabricated/ vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
  - h. Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/ items for certain or uncertain period.

### **Single bidder**

Although JKMSCL will do it's best to encourage the participation of multiple parties for the tender, however in the case of a single bidder, Competent Authority can take a decision of awarding the contract due to the nature of the service being that of emergency services and affecting the lives of the citizens of the State.

- No Action on the letter head of the Bidder/firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.
- i. Any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
  - ii. Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
    - The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto.
    - by all conditions of the tender and accept them in toto.

### **38 Jurisdiction:**

All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Union Territory of J&K only.

- 39** Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

### **40 Modification / withdrawal of bids**

Modification/ substitution/ withdrawal by the bidder in the proposal are permitted only before the closing date and time of submission of bids.

### **41 Saving Clauses**

In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.

The failure of 2<sup>nd</sup> 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:-

- Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- Has informed the 1<sup>st</sup> party as soon as possible about the occurrence of such an event.

### **42 Force Majeure:**

- a. As the Services being emergency in nature, the bidder shall not be allowed to suspend or discontinue Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, a suspension of or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof and take legal action which include blacklisting/debarring of the firm.
- b. On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the approved firm including requiring deployment of additional number of HRs, in such circumstances, the firm shall comply with such instructions.

**Applicability of Clauses:**

All the clauses from 1 to 42 and their annexure, formats & enclosures are applicable for the tendered items and forms an integral part of the RFP.

Sd/-  
Managing Director  
J&K Medical Supplies Corporation Ltd.  
Jammu and Kashmir

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

Signature of Bidder  
with seal

Required Proposals	1. A. Technical Bid 2. B. Financial Bid
Pre-Bid conference	Pre-bid conference shall be held to provide clarifications, if any, to the prospective bidders and also collate clarifications from bidders which would be responded to, if required, after due consideration and uploaded on the website. The conference will be held at the Corporate Head Office Jammu/Srinagar.
Language in which proposals should be submitted	English
Single currency for price conversion	Indian National Rupee (INR)
Earnest Money Deposit	Rs.01.00 Lakh (Rupees One Lakhs only) in the form of CDR/ FDR/ BG pledged to the Financial Advisor/CAO,JKMSCL.
Performance Security Deposit	5% of 1 <sup>st</sup> year operational cost in the form of Bank Guarantee and to be valid up to six months after date of expiry of contract period.
Agreement Period	Rate Contract shall remain in force for a period of <b>Two</b> years subject to annual review by the Health & Medical Education Department, J&K. Rate Contract may be further extendable by another One year, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department, J&K shall be final and binding.
Bid validity period	The Proposal shall remain valid for 120 Working Days after the Date of Opening of Technical Bid. Any Proposal, which is Valid for a Shorter Period, shall be Rejected as Non-Responsive. However, the same can be extended with the mutual consent and acceptance of the bidder. <b>The bid validity means that the proposal submitted by the bidder is valid for 120 days before the finalization of the contract</b>

-Sd-

Managing Director  
J&K Medical Supplies Corporation Ltd.  
Jammu and Kashmir

## Special Terms and Conditions

1. Earnest Money Deposit, Tender Fees and Processing Fees shall be submitted by or before the scheduled date and time otherwise tender shall out rightly be rejected.
2. **Bidder shall have to quote the rates of OPEX and CAPEX Separately as per the BOQ uploaded.**
3. **Conditional tenders shall not be considered.**
4. The bidder should quote rates in Indian rupees (INR) only and payment shall be made in Indian rupees.
5. All certificates should be valid on the date of submission of tender & issuance of Rate Contract.
6. The cumulative rates for 1<sup>st</sup> year (CAPEX+OPEX) Shall be calculated for evaluation criteria.
7. The successful bidder have to ensure minimum wages as per the notification issued by the Labor Dept. of J&K Government. Bidder not adhering to the same shall lead to termination of the contract.
8. The key features involved for quoting the rates are :

### PRICE BOQ SHEET

S.N.	Item Description	Unit	Qty	Unit without (INR)	Rate GST	GST %age (INR)	GST Amount (INR)	Total Amount with GST (INR)
1	<b><u>CAPEX</u></b>							
2	<b><u>OPEX</u></b> Onsite Manpower Support at each Site.	Per month						

Sd/-  
Managing Director  
J&K Medical Supplies Corporation  
Ltd.

## General Instructions

**Before filling up of bid or submission of the tender form, kindly go through these following instructions along with terms & conditions carefully so that your tender is not considered invalid:**

1. Detailed 'Request for Proposal' document comprising of the detailed terms & conditions can be downloaded from the website(s) - [www.jktenders.gov.in](http://www.jktenders.gov.in), [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com).
2. Bids shall have to be submitted strictly as per the Terms & Conditions through e-procurement portal of Govt. of J&K [www.jktenders.gov.in](http://www.jktenders.gov.in).
3. Bidder shall have to submit **Rs.10,000.00 + GST** as specified (Rupees Ten Thousand only) which includes Rs.1,000.00 as cost of tender document and Rs.9,000.00 as tender processing fees, both non-refundable, at the time of bidding as specified above.
  - a. Scanned copies of financial instruments i.e DD/FDR/CDR/ BG etc. shall have to be uploaded along with Technical bid.
  - b. Original DDs, CDR/ FDR/ BG shall have to be deposited, in original, at the office of Managing Director, JKMSCL, Jammu/ Srinagar a day before the last date and time of bid submission.
  - c. Except, DDs and FDR/ CDR/ BG, no document is physically required to be submitted to Corporation.
4. All the Certificates/ License/ Documents which are required shall be complete and updated.
5. **Average Annual Turnover of the last three financial years shall be submitted as specified at Annexure A.** The statement duly audited by Chartered Accountants shall be submitted along with bid failing which bid shall summarily be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the tenders.
6. A Pre-Bid Meeting shall be held as per critical dates to clarify various issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting, necessary modifications in tender conditions, etc., if required, can be made and shall be uploaded only on website(s) [www.jktenders.gov.in](http://www.jktenders.gov.in) & [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com). **The same shall neither be published in any newspaper nor be informed individually. Hence, bidders are advised to keep themselves updated through these websites.**
7. Bids shall be submitted after Pre-Bid meeting incorporating the modifications, if any.
8. The authorized signatory\* of the firm shall only be entertained to correspondence with the department/ corporation regarding this tender issue.

\*Authorized Signatory means a person duly authorized by the competent authority viz., MD/ Chairman/ Proprietor/ Board of Directors/ Partner through Power of Attorney to sign on behalf of the firm/ company/Trust/ Society /Consortium, pledged before the Hon'ble Court of Law.

<b>Tender Inviting Authority &amp; Other Details</b>	
Tender Reference No. and Date	<b>NIT/JKMSCL/</b>
Place of Pre-Bid Meeting	<b>Corporate Office:</b> Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu  <b>Corporate Office:</b> Opp. J&K Motor Garage Deptt Near Hajj House Bemina Srinagar
Place of Opening of Technical Bid	<b>Corporate Office:</b> Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu <b>Corporate Office:</b> Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
Tender Form Fees (Non-Refundable)	Rs.1,000.00 (Rupees One thousand only) in the shape of DD drawn with any of the scheduled/ nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. payable at Jammu/ Srinagar.
Tender Processing Fees (Non-Refundable)	Rs.9,000.00 (Rupees nine thousand only) in the shape of DD drawn with any of the scheduled/ nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. payable at Jammu/ Srinagar.
Earnest Money Deposit (EMD) (Refundable)	Rs. 01.00 Lakhs (Rupees One lakh only) in the shape of FDR/ CDR/ BG duly pledged in favour of CAO, JKMSCL
Address for Communication	Managing Director, JKMSCL
Contact Nos.:	0191-2580842, 0191-2581845
e-Mail for enquiries	<a href="mailto:mdjkmscl2@gmail.com">mdjkmscl2@gmail.com</a>

**Note:**

*Date, Time and Venue of Opening of Financial Bids shall be communicated separately later through appropriate announcement/ update on e-Procurement Portal of Govt. of J&K [www.jktenders.gov.in](http://www.jktenders.gov.in) and other websites including [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com).*

*Bidders are required to keep themselves updated regarding various amendments/ modifications/ announcements on the portal/ websites. Such amendments/ modifications/ announcements shall neither be published in the newspapers nor be informed individually.*

### ELIGIBILITY CRITERIA

S.N.	Eligibility Criteria	Supporting Documents
1	The bidder must be an Indian registered company (as specified in Annexure A).	Company Registration Certificate
2	The average annual turnover of the company must be ₹ 10 Crore in the last three financial years (as specified in Annexure A).	Audited Balance Sheets and CA Certificate (must have Membership No., UDIN No. & Date)  In case of consortium, the bidder must have minimum average annual turnover of INR 10 Crores during the financial years FY 2022-23, FY 2023-24 and FY 2024-25, in which the lead partner of the consortium must have at least minimum annual average turnover of INR 05 Crore. The cumulative total minimum average annual turnover of consortium members jointly must be Rs. 10 Crores.
3	The bidder must have a positive net worth in the last three financial years.	CA Certificate
4	The bidders must have executed a minimum of 03 Tel Radiology Projects in last 05 years.	Copy of Work Order/Agreement
5.	Patient data privacy must comply with the <b>DPDP Act (2023)</b> and international <b>HIPAA standards</b>	Must submit a valid proof/ Authorization Certificate
6.	Imaging system (PACS) is compliant with international <b>DICOM</b> standards to ensure accurate data exchange	Must submit a valid proof

### EVALUATION CRITERIA

S.N.	Eligibility Criteria	Marks	Max. Marks	Supporting Documents
1	The bidder must be an Indian registered company.			
	a) 2 Years old company	2	10	Company Registration Certificate
	b) 5 Years old company	5		
	c) More than 5 Years old company	10		
2	The bidder must have executed minimum of 03 Tele Radiology Projects.			

	a) minimum of 03 Projects	2	10	Copy of Work Order/ Agreement
	b) minimum of 05 Projects	5		
	c) minimum of 10 Projects	10		
3	Bidder must be compliant with NABL certifications. Patient data privacy must comply with the <b>DPDP Act (2023)</b> and international <b>HIPAA standards</b>	10	10	Must submit a valid proof/ Authorization Certificate
4	Bidder / Consortium Partner / OEM must have linked minimum 5000 health records with Ayushman Bharat Health Accounts (ABHA)	10	10	Must submit a valid proof / Dashboard Snapshot
5	bidders must have ISO 9001, 13131, 27001 Certifications	20	20	Must submit a valid Certificate
6	Presentations and Demonstrations of the product & services	40	40	Presentations and Demonstrations
Total			100	

## PROPOSAL EVALUATION ON QCBS BASIS

The constituted Evaluation Committee shall evaluate the Technical and Financial proposals. The decisions of the Evaluation Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

JKMSCL reserves the right to may ask for any other supporting document or testimonial at any Point of time, during the evaluation of the Bid. The evaluation of the proposals will be carried out in two stages:

### Technical Bid Evaluation

- a. Technical evaluation of any those bids would be taken up which meet the criterion specifies in “**Pre-Qualification Bid Evaluation Criterion**”
- b. Technical Scores for the bidders will be evaluated using the following formula:

$$T_n = \{( \text{Technical Bid Marks of the Bidder} / \text{Total Marks} * 100 \} \% \text{ (Adjusted to two decimal places)}$$

- c. The commercial bids of only the technically qualified bidders **who scored minimum 60 marks** will be opened for further processing.

### Financial Evaluation

The Commercial Bids will be opened, in the presence of Bidder’s or their representatives who wish to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders.

- a. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- b. Any conditional bid would be rejected.
- c. Commercial bids whose **value is less than 20% of the average bid price will be disqualified** (the average price shall be computed by adding all commercial bid values of the technically qualified bidders’ and dividing the same by number of qualified bidders).
- d. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of error, its bid will be rejected”.
- e. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

- f. In the event that there are 2 or more bidders having the same value in commercial bid, the bidder securing highest technical score will be adjudicated as “Best responsive bid” for award of the Project.
- g. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial score for other bidders will be evaluated using the following formula:

$$Fn = \{(Financial\ Bid\ of\ L1 / Financial\ Bid\ of\ Bidder) * 100\} \%$$

### **Final Evaluation of Bids**

- a. The technical and financial evaluation scores secured by each bidder will be added using weightages of 80% and 20% respectively to compute composite score. The composite score will be computed as under:

$$Total\ Score = 80\% * Tn + 20\% * Fn$$

- b. The bidder securing highest composite score will be adjudicated as most responsive bidder for award of project.
- c. In case of a tie between bidders, the bidder with the highest Technical Scores will be considered.

## **Tele Radiology Solution – Project Framework & Functional Specifications.**

### Scope of Services

As part of the assignment, successful service provider is required to carry out following broad activities during the Contract 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 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 Healthcare Facility (ies) and dissemination of diagnostics reports back to the Healthcare Facility(ies).
- d. Deploy a team of sufficient number of qualified and experienced Radiologists to undertake analysis, interpretation and reporting with correct diagnosis of medical images viz., X-Ray and CT Scan images received from the healthcare facilities.
- e. Deploy Maker-Checker approach to minimize 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 Radio diagnosis. In the case of Digital Signatures, it has to be ensured that reports 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(ies) will make necessary arrangements for procurement, installation and operationalization of

imaging machinery.

- j. Depending up on the make and model of machines presently available in the identified healthcare facility (ies), provide alternative methods for digitization 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.).

### **1. Service Continuity and Redundancy**

The Successful Service **Provider** shall ensure uninterrupted Tele- **Radiology** services **through** adequate redundancy of manpower, IT systems, data connectivity and power backup at its processing/service centre(s). **Any disruption due to failure of internal systems or lack of contingency planning shall be treated as a default attributable to the Service Provider.**

- 1. 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.

### **1. Refresher Training**

The Successful Service **Provider** shall conduct at least **one (01) refresher-training programme annually for radiographers of healthcare facilities, at no additional cost to NHM J&K.**

- m. Reporting of all X-Ray Films/ Images from Healthcare Facility(ies) electronically.
- n. To provide all the images scanned during each month, along with the reports thereof, on a CD/ DVD to NHM J&K as well as the respective Directorate of Health Services, Jammu/ Kashmir which will serve as audit evidence in case of any 3<sup>rd</sup> 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 patient information for any purpose, other than the provision of tele-radiology services. Any breach of data security and data privacy will lead to serious consequences. The confidentiality of data will continue even after conclusion/ termination of contract.

## **Key Features of Web-Based Application/ Software to be Deployed by Successful Service Provider**

- 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/UT; (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(ies)from where testis 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.

**a. Performance Scorecards**

**The dashboard shall generate facility wise and radiologist wise performance scorecards including reporting volumes, TAT compliance and discrepancy rates.**

- iv. Facility of exceptional SMS to the Stakeholders, hierarchy-wise, in addition to regular SMS to patients.

**a. Automated Alerts**

**The system shall generate automated alerts for TAT breach, abnormal pendency and system downtime exceeding fifteen (15) minutes.**

- 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 upgradation of software, during the currency of contract, shall be the responsibility of the successful service provider and shall be on 'Free-of- Cost' basis. 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 Department, J&K, based on actual need and feedback from operation of system, shall be made by successful service provider free-of-cost.
- vii. Access of dashboard shall be given to NHM J&K as well as the Directorate of Health Services, Jammu/ Kashmir, throughout the contract period to review the 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 Service Provider should have the capabilities to provide exceptional reports through its web-based application.

## **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 the agreement:
  - i. SOP on clinical protocols used for preparing investigational reports 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 healthcare facility(ies).
- 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 includes 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.

**a. Business Continuity & Disaster Recovery SOP**

**An SOP detailing Business Continuity and Disaster Recovery mechanisms shall be submitted. Restoration of services shall not exceed four (04) hours.**

- x. Format of Digital Case Register, Codification of Patient Data/ Images, Record of Discontinuity of Services at successful service provider's end and logbook of discontinuity of services at health facility.
- xi. SOP on all communications with Tender Inviting Authority or its representative(s).
- xii. SOP for internal quality monitoring/ assurance of Tele-radiology service.
- xiii. SOP for internal quality monitoring/ assurance of Tele-radiology service. SOP for uninstalling successful service provider's property (digital infrastructure) from healthcare facility(ies) within 30 days after termination of contract, and
- xiv. SOP for dealing with images under doubtful observation/ repeat investigation.
  - o Successful service provider shall provide credentials of Radiologists, and all other representatives associated with the agreement. Changes to the same must be updated to NHM J&K as and when happens.
  - o All Radiologists engaged by Successful Service Provider 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 in delivering investigational reports from images generated by X-Ray film digitizer adhering to SOP.

During the currency of contract, if the manpower deployed by successful service provider is identified by NHMJ&K as incompetent, it shall immediately replace such manpower with suitable and competent manpower immediately.

## Backup Radiologist Pool

The Service Provider shall maintain a standby pool of Radiologists not less than thirty percent (30%) of deployed strength to ensure compliance with TAT.

## Key Performance Indicators (KPIs)

- i. Daily Status Reporting: Total number of patients whose images are sent for Tele-reporting, Total number of reports issued, Number of reports accepted with satisfaction by concerned health facility (ies), Reports in progress, etc.
- ii. Turnaround Time (TAT): Images dispatched to successful service provider between 8.00AM to 6.00PM in a day shall have to be reported within first 6 hours from time of receipt of image. Images dispatched between 6.00PM to 8.00 AM next morning, shall have to be reported by 10.00 AM. In emergency and trauma cases, reporting shall be 1hour 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.

### (a)Tat Escalation Matrix

**Repeated TAT breaches beyond three (03) instances in a month shall automatically escalate to senior management of the Service Provider.**

- 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/UT level->Districtlevel->Community level. District wise data on the lowest and highest number of images reported.
- vii. Facility-wise patient count, District-wise total number of Images.
- viii. Percentage of normal and abnormal images at each public healthcare facility (ies).
  - a. Normal X-Ray Image: An X-Ray image transmitted from healthcare facility (ies) and interpreted as normal (i.e., not requiring any clinical treatment or medical attention) by successful service provider's radiologist shall be classified as 'normal'.
  - b. Abnormal X-Ray Image: An X-Ray image transmitted from healthcare facility(ies) and interpreted as case requiring any clinical treatment or medical attention, by successful service provider's radiologist shall be classified as 'abnormal'.

## Monitoring and Evaluation

- i. Successful service provider will cooperate in monitoring activities undertaken by 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 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 NHM J&K in which Officers of the Health & Medical Education Department, J&K and representatives of successful service provider will participate. Queries/ Grievance/ Suggestions on services, in terms of technical and other matters, would be a part of review meetings.

**(a) Audit Readiness**

**The Service Provider shall remain audit ready at all times and provide access to records and dashboards.**

- iv. Successful service provider will cooperate with NHM J&K/Directorate of Health Services, Jammu/ Kashmir in campaigns/ IEC activities about freetele-radiology services in J&K.
- v. For the purpose of quality check, NHMJ&K/ Directorate of Health Services, Jammu/ Kashmir may send same image transmitted to successful service provider to a Government Radiologist for reporting. Reports from successful service provider and the Government Radiologist would be compared for measuring the quality of reporting. The sample taken for quality checks may be 10% of the total images transmitted to successful service provider 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 NHMJ&K/ Directorate of Health Services, Jammu/ Kashmir to take appropriate action.

**a. Mandatory Quality Re Audit**

**Discrepant reports shall be re audited by a senior Radiologist within twelve (12) hours and corrective action documented.**

**The TAT for certain life-threatening diseases including and not limited to Stroke, RTA, long bone and spine fracture should be less than an hour to meet the emergency medical treatment requirements of the golden hour. In case a typed report cannot be generated within the time, a telephonic call with the treating consultant should be arranged at the earliest within the timeline.**

- vi. Images reported as poor quality, due to improper chemical processing or damaged of X-Ray film, by Successful Service Provider would be scrutinized during monitoring & evaluation activity NHMJ&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 NHM J&K and the respective Directorate of Health Services, Jammu/ Kashmir.

**(a) Image Quality Feedback**

**Periodic feedback on image quality and corrective measures shall be provided to healthcare**

**facilities.**

V11. Compression of X-ray Image obtained from digitizer for transmission to Successful Service Provider shall not be allowed. In case the Successful Service Provider 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, NHM J&K would be at liberty to forfeit the Performance Security Deposit of the Successful Service Provider, along with the payments due in its favour, and initiate appropriate necessary action against the approved service provider.

### **Service Level Agreements**

1. The very purpose of Tele-Radiology Services is to provide timely and quality diagnostics and reporting. To achieve better service delivery, patient makeover, it is important to have timely reporting with correct and accurate diagnostics.
2. Uploading time of images should not be more than 45 minutes after completion of test. Images will also be made available by the Successful Service Provider to the concerned healthcare facility(ies) within 45 minutes after completion of the test.
3. 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.
4. Successful Service Provider is required to adhere to scheduled time lines while delivery of services, failing which suitable penalties would be leviable as detailed herein-below:

<b>S. No.</b>	<b>Activity</b>	<b>Expected Service Level</b>	<b>Penalty for Delay/Non-Adherence</b>
1.	Uptime of Web Based MIS application/ Software	<ul style="list-style-type: none"> <li>• The application should Be up and running with 98 % of uptime.</li> <li>• Scheduled maintenance should be taken up only during the second half on a public holiday.</li> <li>• 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.</li> </ul>	<ul style="list-style-type: none"> <li>• No penalty will be charged, if the Successful Service Provider resolves the issue within 24 Hours.</li> <li>• 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 1<sup>st</sup> day of non-availability till the days it remains non-functional, but Maximum till 7<sup>th</sup> day After which the contract is liable for cancellation</li> <li>• In addition, Successful Service Provider shall have to make alternative arrangement,</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
			at its own cost, for reporting of cases at the approved rates incase system is out of order/ shutdown for greater than 24 Hours
2.	Analysis of X-Ray/ CT Scan of a Patient from the Out Patient Department (OPD)	<ul style="list-style-type: none"> <li data-bbox="542 369 932 810">• If the Tests /X-Ray image is transmitted to successful bidder between 8.00AM 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.</li> <li data-bbox="542 810 932 1304">• If the Tests/X-Ray image is transmitted to successful bidder between 6.00PM 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</li> </ul>	<ul style="list-style-type: none"> <li data-bbox="964 369 1443 810">• In case of reporting After 6 hours of receipt of image, 10% of the fee will be deducted</li> <li data-bbox="964 810 1443 1304">• In case report is not ready by 10.00 AM, 10% of the fee will be deducted</li> </ul>
3.	Analysis of X-Ray/ CT scan of an Emergency/ Trauma Patient	a. The TAT for certain life-threatening <b>diseases including and</b> not limited to Stroke, <b>RTA, long bone and</b> spine fracture should be less than an hour to	<ul style="list-style-type: none"> <li data-bbox="964 1304 1443 1377">• In case there is a delay in report, penalty will be levied.</li> <li data-bbox="964 1377 1443 1589">• Level—1 Penalty for delay upto15 minutes: 20% of fees for such</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
		<p>Meet the emergency <b>medical</b> treatment requirements of the <b>golden hour</b>. In case a typed report cannot be <b>generated within the time</b>, a telephonic call with the treating <b>consultant should be arranged at the earliest within the timeline</b>.</p> <p><b>b. Repeated violations in addition to the penalty may invite serious action including the termination of the contract in the interest of the patient care.</b></p>	<p>reporting will be deducted.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Level—3 Penalty for delay beyond 30 minutes: No fees will be paid.</li> <li>• 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 <b>Level1 Penalty</b> and 20 % of fee for such reporting will be deducted. In case, report is provided at 11.50 AM, it will be treated as <b>Level 2 Penalty</b> and 50% of</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
			fee will be deducted. In case delay is more than 30 minutes; such events shall be treated as <b>Level 3 Penalty</b> and entire fee payable will be deducted as penalty.
4.	False/ Incorrect Reporting	<ul style="list-style-type: none"> <li>• Successful Service Provider 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</li> </ul>	<ul style="list-style-type: none"> <li>• Suitable Penalty to be decided by the Committee constituted by the Competent Authority</li> </ul>
5.	Failure to make Alternative Arrangements for Reporting	<ul style="list-style-type: none"> <li>• Successful Service Provider 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</li> </ul>	<ul style="list-style-type: none"> <li>• Penalty@Rs.100/-per day per Institution will be charged for such failure</li> </ul>
6.	Breach in Data Security and Data Privacy, even after conclusion/ termination of contract	<ul style="list-style-type: none"> <li>• Successful Service Provider 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Suitable Penalty to be decided by the Committee constituted by the Competent Authority</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
7.	Delay/ Failure in Renewal/Updation of Documents	<ul style="list-style-type: none"> <li>It will be the responsibility of Successful Service Provider to get its documents renewed/ updated, wherever and whenever required, on timely basis.</li> </ul>	<ul style="list-style-type: none"> <li>Suitable Penalty to be decided by the Committee constituted by the Competent Authority</li> </ul>
8.	Any other matter associated with the Project which impair successful implementation of the Project, or brings any bad name to NHM/ H&ME Department, J&K, and for which no express penalty has been provided	<ul style="list-style-type: none"> <li>Successful Service Provider shall have to perform as Trusted Partner of the Government/ NHM/ H&amp;ME Department, J&amp;K and shall have to maintain Highest Standards of Integrity</li> </ul>	<ul style="list-style-type: none"> <li>Suitable Penalty to be decided by the Committee constituted by the Competent Authority.</li> </ul>

## Identified Public Healthcare Facilities and Infrastructure

Existing Scope of Services include Digitization, Transmission and Reporting of CT scan Images at 19 healthcare facility(ies) and X-Ray images at 71 healthcare facility(ies), as summarized herein-below:

Facility	CT Scan			X-Ray		
	Jammu Division	Kashmir Division	Total	Jammu Division	Kashmir Division	Total
GMC & Ahs	4		4	2		2
District Hospitals	5	5	10	3	3	6
District TB Centres				2		2
SDH/CHCs	1	4	5	30	26	56
PHCs				1	4	5
Total	10	9	19	38	33	71

Indicative detail of identified public healthcare facilities, that will be part of proposed Tele-radiology services, is given here under:

#### A. Healthcare Facility(ies) Identified for Tele CT Scan Reporting

S. No.	District	Name of Healthcare Facility(ies)	Machine model	Make	Tests Reported In 2024-25
1	Doda	AHGMC Doda	Philips128Slice	Philips	6593
2	Doda	CHC Bhaderwah	Toshiba16Slice	Toshiba	314
3	Kathua	AHGMC Kathua	Philips128Slice	Philips	11159
4	Kishtwar	DH Kishtwar	Toshiba 16Slice	Toshiba	2499
5	Poonch	DH Poonch	Toshiba16Slice	Toshiba	496
6	Rajouri	AHGMC Rajouri	Philips128Slice	Philips	11105
7	Ramban	DH Ramban	Toshiba16Slice	Toshiba	3905
8	Reasi	DH Reasi	Philips125Slice	Philips	1182
9	Samba	DH Samba	Toshiba16Slice	Toshiba	941
10	Udhampur	AHGMC Udhampur	Toshiba Single Slice	Toshiba	3613
11	Bandipora	DH Bandipora	Philips128Slice	Philips	2892
12	Baramulla	CHC Sopore	Philips128Slice	Philips	3675
13	Ganderbal	SDH Kangan	Philips128Slice	Philips	1191
14	Kulgam	DH Kulgam	Toshiba16Slice	Toshiba	3544
15	Kulgam	EH Qazigund	Philips128Slice	Philips	665
16	Kupwara	SDH Kupwara	Toshiba16Slice	Toshiba	5472
17	Pulwama	DH Pulwama	Toshiba16Slice	Toshiba	5937
18	Shopian	DH Shopian	Philips128Slice	Philips	649
19	Srinagar	JLNM Hospital Srinagar	Philips125Slice	Philips	1707

#### B. Healthcare Facility(ies) Identified for Tele X-Ray Reporting

S. No.	District	Name of Healthcare Facility(ies)	Machine Model	Make	Tests Reported in2024-25
1	Doda	CHC Bhaderwah	300MA	ALLENERS	7709
2	Doda	CHC Gandoh	100MA	BPL	7231
3	Doda	CHC Thathri	300MA	ALLENERS	4927
4	Jammu	CHC Bishnah	300MA	ADONIS	10455

S. No.	District	Name of Healthcare Facility(ies)	Machine Model	Make	Tests Reported in2024-25
5	Jammu	CHC Khour	500MA	SIEMENS	5227
6	Jammu	CHC Marh	300MA	ALLENTERS	4446
7	Jammu	CHC R.S.Pura	300MA	GME-	3345
8	Jammu	CHC Sohanjana	300MA	BPL	2165
9	Jammu	DTC Dtc Jammu	300MA	GME	374
10	Jammu	CHC Akhnoor	500MA	Allengers HF	0
11	Kathua	CHC Bani	300MA	ALLENTERS	6897
12	Kathua	CHC Basohli	500MA	ALLENTERS	1155
13	Kathua	CHC Billawar	300MA	ALLENTERS	12358
14	Kathua	CHC Parole	300MA	ADONIS	6445
15	Kathua	AHGMC Kathua	1. (300MA) 2. (600MA)	1. (ADONIS) 2. (AGFA)	17429
16	Kathua	CHC Hiranagar	300MA	MEDION	8794
17	Kathua	PHC Mahanpur	300MA	ALLENTERS	4590
18	Poonch	CHC Mandi	MI400HF	MEDION	16575
19	Poonch	CHC Mendhar	300MA	ALLENTERS	28234
20	Poonch	DH Poonch	1. (MARS6) 2. (500MA) 3. (AE300)	1. (ALLENTERS) 2. (VISION) 3. (ADONIS)	2677
21	Poonch	CHC Surankote	1. (500 MA) 2. (100MA)	1. (ALLENTERS) 2. (ALLENTERS)	11396
22	Rajouri	SDH Kalakote	1.(100 MA)	1. (ALLENTERS)	4712
23	Rajouri	SDH Nowshera	300MA	ALLENTERS	12934
24	Rajouri	SDH Sunderbani	300MA	ALLENTERS	16345
25	Rajouri	DTC Rajouri	100MA	RAYSINDIA	604
26	Ramban	CHC Gool	100MA	ALLENTERS	5335
27	Ramban	DH Ramban	300MA	ADNOUS	20973
28	Ramban	CHC Banihal	300MA	ALLENTERS	19757
29	Ramban	CHCBatote	300MA	ALLENTERS	1570
30	Reasi	CHC Katra	300MA	ALLENTERS	10737
31	Reasi	CHC Mahore	100MA	ALLENTERS	1937
32	Reasi	DH Reasi	300MA	ADONIS	3355
33	Samba	CHC Ghagwal	300MA	MEDION	6101

S. No.	District	Name of Healthcare Facility(ies)	Machine Model	Make	Tests Reported in2024-25
34	Samba	CHC Ramgarh	300MA	ALLENGERS	2613
35	Samba	CHC Vijaypur	300MA	ALLENGERS	8400
36	Udhampur	CHC Ramnagar	300MA	ADONIS	7791
37	Udhampur	CHC Chenani	300MA	ALLENGERS	310
38	Udhampur	AHGMC Udhampur	1.(300MA) 2.(600MA)	1. (ADONIS) 2. (AGFA)	17436
39	Anantnag	CHC Bijbehara	300MA	Allengers	2671
40	Anantnag	CHC Doom	DX-300	GE	25340
41	Anantnag	CHC Seer	1. (FLOOR TO CEILING) 2. (FLOOR TO CEILING)	1.(ALLENGERS) 2.(ALLENGERS)	1813
42	Anantnag	CHC Shangus	GENIUS100FR	GE	1740
43	Bandipora	CHC Dawar	DX-300	AGE	1459
44	Bandipora	CHC Hajan	200339	ADONIS	14017
45	Bandipora	CHC Sumbal	CDX-300	GE	2174
46	Bandipora	DH Bandipora	300MA	ADONIS	41351
47	Baramulla	CHC Chandoosa	300DX	AGE	3103
48	Baramulla	CHC Pattan	300MA	ADONIS	5148
49	Baramulla	CHC Sopore	300DX	AGE	15579
50	Baramulla	CHC Tangmarg	DX-300 CONTROL (BEL)	VOLTAS	11262
51	Baramulla	CHC Uri	300 DX	AGE	3573
52	Budgam	CHC Nagam	300MA	ADONIS	3089
53	Budgam	SDH Charar-I-Sherief	300MA	ADONIS	3700
54	Ganderbal	DH Ganderbal	1.(MARS50) 2.(E7239)	1.(ALLENGERS) 2.(ADONIS)	9078
55	Ganderbal	SDH Kangan	500MA	Epsilon	3048
56	Ganderbal	PHC Manigam	300MA	MEDION	670
57	Ganderbal	PHC Safapora	CEILINGFREE	ALLENERS	368
58	Ganderbal	PHC Lar	300DX	SUNMAX	3267
59	Kulgam	CHC DH Pora	E7239X	ADONIS	7394
60	Kulgam	CHC Qazigund	300MA	KMX	10990
61	Kulgam	CHC Yaripora	DX300 CONTROL	GE	7242

S. No.	District	Name of Healthcare Facility(ies)	Machine Model	Make	Tests Reported in2024-25
62	Kupwara	CHC Sogam	300DX	AGE	3535
63	Kupwara	CHC Tangdar	300MA	ADONIS	1387
64	Kupwara	CHC Zachaldara	100MA	ADONIS	1062
65	Pulwama	CHC Rajpora	500MA	ALLENTERS	10249
66	Pulwama	CHC Tra1	300MA	HEE	7397
67	Pulwama	PHC Kakapora	C300HF	ADONIS	1743
68	Pulwama	CHC Pampore	DX300	GE	6525
69	Shopian	CHC Zainapora	300MA	ADONIS	973
70	Shopian	SDH Keller	300MA	ADONIS	989
71	Srinagar	JLNM Hospital Srinagar	1.(300MA) 2.(300MA)	1.(GE) 2.(ADONIS)	10323

The above-mentioned names and No. of public healthcare facilities is purely indicative and may change or increase, or decrease, during the Contract period.

### TIMELINES & PAYMENT SCHEDULE

#### Project Execution Timeline

The project will follow a structured timeline with clearly defined milestones. The project start date (T0) is considered to be **30 days from the date of issuance of the Letter of Award (LoA)**.

##### 1.1.1 Milestone Schedule:

Milestone Code	Activity	Timeline
<b>T0</b>	Start Date - 30 days post issuance of LoA	—
<b>M1</b>	Digitization at designated healthcare units	T0 + 15 Days = <b>T1</b>
<b>M2</b>	Deployment of trained operators at all sites	T1 + 5 Days = <b>T2</b>
<b>M3</b>	Training and handholding support to local users	T2 + 5 Days = <b>T3</b>
<b>M4</b>	Full-scale operations, ongoing support, and maintenance Continuous presence of trained operators at sites	<b>T3 + 3 Years</b>

#### Payment Terms & Schedule

The financial compensation for the bidder will be released in phases, linked to project deliverables and operational milestones.

### 1.1.2 Stage-Wise Payment Structure:

Payment Stage	Description	Payment Terms
Stage 1	Successful Digitization at designated healthcare units	100% of approved item cost
Stage 2	Deployment of trained manpower at designated centers	Paid quarterly
Stage 3	Payment for any additional items or services not covered in the above stages	As per applicable rates/schedule

#### **Bid Validity period**

The Proposal shall remain valid for 120 Working Days after the Date of Opening of Technical Bid. Any Proposal, which is Valid for a Shorter Period, shall be Rejected as Non-Responsive. However, the same can be extended with the mutual consent and acceptance of the bidder. **The bid validity means that the proposal submitted by the bidder is valid for 120 days before the finalization of the contract.**

#### **Acknowledgement by Bidder:**

- a. It shall be deemed that by submitting the Proposal, the bidder has: -
  - i. Made a complete and careful examination of the RFP.
  - ii. Received all relevant information requested from Department.
  - iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Department or relating to any of the matters stated in the RFP Document.
  - iv. Satisfies himself/ herself about all the matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under.
  - v. Acknowledged that it does not have any Conflict of Interest.
  - vi. Agreed to be bound by the undertaking provided under and in terms hereof.
  
- b. JKMSCL shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Department..

#### **Bidders shall note the following:**

1. Incomplete proposals in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
2. Strict adherence to formats, wherever specified, is required.
3. All communication and information should be provided in writing and in English language.
4. All communication and information provided should be legible.
5. No change in/ or supplementary information shall be accepted once the proposal is submitted. However, JKMSCL reserves the right to

seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by JKMSCL may be a ground for rejecting the proposals.

6. Proposals shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, JKMSCL reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
7. Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with JKMSCL. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries. Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
8. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. JKMSCL reserve the right to vet and verify any or all information submitted by the Bidder as well as right to reject.
9. If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by JKMSCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection and EMD shall be forfeited. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of JKMSCL if adequately satisfied.
10. In every specific case, where the Bidder is constrained by statute/law from fulfilling any specific provision of this document, the Bidder is encouraged to contact Managing Director, JKMSCL.
11. JKMSCL may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda. Communication of such extension to the persons who purchased the RFP document shall be made by JKMSCL.

Sd  
/-Managing  
Director  
J&K Medical Supplies Corporation Ltd.  
Jammu and Kashmir

## **“Definitions”**

**“Affiliate”** shall mean a Company that, directly or indirectly,

1. controls, or
2. is controlled by, or
3. is under common control with, a Company developing a Project

**“Agreement”** shall mean the Contract between the MD NHM/DHS(s) and the service provider in accordance with the provisions of this RFP.

**“Bid”** Bid shall mean the Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

**“Bidder”** shall mean Bidding Company, Bidding Registered Society or a Trust submitting the Bid. Any reference to the Bidder includes Bidding Company / Registered Society, Registered Trust, as the context may require”.

**“Bidding Company”** shall refer to such single company that has submitted the response in accordance with the provisions of this RFP.

**“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

**“Company”** shall mean a body incorporated in India under the Company’s Act, 1956.

**“Conflict of Interest”** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, that puts them in a position to have access to information about or influence the Bid of another Bidder.

**“Department”** shall mean Department of Health and Medical Education

**“Effective Date”** shall mean the date of signing of agreement by both the parties.;

**“Financial Closure or Financial Close”** shall mean the execution of all the Financing Agreements required for the project and fulfillment of conditions precedent and waiver, if any, of the conditions precedent for the initial draw down of funds for the project.

**“Financially Evaluated Company / Entity”** shall mean the company / entity which have been evaluated for the satisfaction of the financial requirement set forth herein in the RFP.

**“Force Majeure conditions”** means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder’s inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightning, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.

**“Letter of Intent” or “LOI”** shall mean the letter to be issued by the JKMSCL, to the Successful Bidder”.

**“Project Company”** shall mean the company incorporated by the bidder as per the Indian laws.

**“Proprietorship firm”** shall mean whose owner is an Individual  
**“Partnership firm”** shall mean a firm registered with the Income Tax department and evidenced by a Partnership Deed.

**“Registered Society”** shall mean a Society registered under the Society Act as well as registered under the Income Tax Act, 1961.

**“RFP”** shall mean this Request for Proposal along with all formats and RFP Project Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.

**“RFP Documents”** shall mean the documents to be entered into by the parties to the respective agreements in connection with the Service”.

**“Selected Bidder(s) or Successful Bidder(s)”** shall mean the Bidder(s) selected by the Department, pursuant to this RFP to set up the project and operate professionally managed Service as per the terms of the RFP Project Documents, and to whom a Letter of Intent has been issued.

**“Statutory Auditor”** shall mean the auditor appointed under the provisions of the Companies Act,1956 or under the provisions of any other applicable governing law.

**Annexure – ‘C’**

**Declaration and Undertaking of Blacklisting**

(On Non Judicial Stamp Paper worth Rs.100/- attested by Notary Public & submitted with Technical Bid)

I/We.....(Name of firm) do hereby undertake that

1. We certify that the rates (quoted) are reasonable and lower rates to any one than charge from this institution.
2. We do hereby undertake that our company/firm/Trust/Society is not black- listed/banned/debarred/suspended for any reason whatsoever, in providing Medical Services either inthe past or as on date of bid submission. If such Blacklisting/ suspension / ban / debarment is pending (including status-quo)before any Hon’ble Court of Law in India and final decision is pending (including status-quo) then such bidder shall not be eligible for submission of bid, unless the final verdict/ court order has been issued in the favour of the bidder or such Blacklisting/ suspension / ban / debarment order is reversed by the order issuing authority,

OR

We do hereby undertake that our company/firm/Trust/Society is black-listed/banned/debarred/suspended for \_\_\_\_\_ in \_\_\_\_\_ by...\_\_\_\_\_ (Name of Govt./Deptt.)and required information as below:

- (i.) Cause of blacklisting/banning/Debarring/ Suspension.(ii.) For which item.....:
- (iii.) Period of blacklisting/banning/Debarring/ Suspension.
- (iv.) Latest Status of blacklisting/banning/Debarring/ Suspension.

Signature of Authorized Signatory

**ANNEXURE 'D'**

**ANNUAL TURNOVER STATEMENT**

The average annual turnover of M/s.....(*Name of Firm*)..... and address  
.....for the past three years are given below and certified that the statement is true and correct:-

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Taxation Department for the Financial year 2021-22 , 2022- 23 and 2023-24 and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

Sl. No. Lakhs(Rs.)	Financial Years	Turnover in
1.	2022-23	
2.	2023-24	
3.	2024-25	
	Total Lakhs	- _____

Average gross annual turnover  
Lakhs \_\_\_\_\_

Note :

1. To be prepared strictly as per returns filed with the taxation department and should be supported with returns filed for the last three financial years.
2. The turnover should be supported by the balance sheets of the respective years.
3. The Certificate issued by Taxation Department shall also be considered for turn over certification.
- 4. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected.**

Date  
Signature of the bidder

Signature of Auditor/Seal

Chartered Accountant  
(Name & Address.)

**ANNEXURE 'E'**

**STATEMENT OF PERFORMANCE**

I/We..... (*Name of bidder.....*) do hereby certify that we have supplied / rendered..... (*Name of equipment / Service.....*) as per details given below:-

Financial year	Work order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description of work	Date of Completion of delivery		Remarks indicating reasons for late delivery, If any
				As per contract	Actual	
2022-23						
2023-24						
2024-25						

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. In case of supply of imported item(s), the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question. (If applicable)

Place:

Dated :

Signature of bidder with Seal

**ANNEXURE 'F'**

**Statement of No. of Employees**

(On Non Judicial Stamp Paper worth Rs.100/- attested by Notary Public  
&submitted with Technical Bid)

- i. Manpower status and details

(Name)

Signature of Bidder with Seal

**Annexure 'G'**

**Pre-Stamp Receipt under)**

(To be submitted with Technical Bid)

We have received FDR/ CDR/ BG No.  
.....dated.....for an amount of Rs.01.00 Lakh  
(Rupees One Lakh only) towards our Earnest Money Deposit from the Managing  
Director, J&K Medical Supplies Corporation Limited, Jammu, J&K submitted in  
reference to e-Bid No.: dated:

Signature of Authorized Signatory

Place: Date:

Name of Signatory

Designation with seal

## Annexure 'H'

### Consolidated Contract Completion Report

To,

Managing Director  
J&K Medical Supplies Corporation Ltd.

Name of Firm: M/s

Rate Contract No & Date:

S. No.	Work/ Supply  Order		Ordered Qty.			Stipulated date of Completion of supplies /	Actual Supply		Qty. (Services) Remained unsupplied		Date of Expiry of guarantee period	Pending Complaint of defect iv e material	Remarks/ comments of Consignee or- performance
	No.&Dt.	Amount (Rs.in Lacs)	Consignee	Item / Service	Qty. (in unit)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Name of Item / Service:

Please also comment on comprehensive annual maintenance contract date & present status.

(Signature of Seal of Firm)

**NOTE:-**

1. Column no.1 to14 are to be filled by firm and shall be submitted to the JKMSCL.
2. The information filled in by firm shall be corrected, completed and verified by Consignee/Purchase Officer, wherever required.
3. Attach separate sheets whenever necessary. Fill the details as applicable.

**Annexure 'I'**

**Acceptance Certificate / Declaration**

**(On Non Judicial Stamp Paper of Rs.100/-)**

I/We M/s ..... represented by its  
Proprietor/ Managing Partner/Managing Director having its Registered Office at  
..... do hereby declare that-

1. I/we have carefully read all the conditions of e-bid no. ....Dated ..... including all the amendments and accept all clauses, conditions, any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions;
2. I/We have carefully examined and conform to all the parts of the RFP documents and have obtained all the requisite information affecting this proposal and am/ are aware of all conditions and difficulties likely to affect the execution of the agreement;
3. I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement and the technical aspects as indicated in this RFP;
4. I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the JKMSCL;
5. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our business activities suspended and not be the subject of legal proceedings for any of the foregoing reasons;
6. I/We do not have, and our directors, members, trustees, associates, subsidiaries and/or officers not have, been convicted of any criminal offence.
7. I/We do not have a conflict of interest as specified in the bidding document, which materially affects fair competition;
8. the contents at annexure(A) to (I) and other documents are true and correct to the best of my knowledge and nothing has been concealed therein;
9. JKMSCL may forfeit Earnest Money Deposit and or Security Deposit and debar me/ us for a period specifying in orders, if any information/ document furnished by us is proved to be false/ fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in e-bid, Annexure and other relevant documents.

Date & Place:

Signature & Seal of bidder

Name & Address:

**Note: To be attested by the Notary**

**Annexure 'J'**

**Memorandum of Appeal**

Appeal no..... of.....

Before the.....(appellate authority)

1. Particulars of appellant:

(i) Name of

the appellant:

(ii) Official

address, if any:

(iii) Residential address:

2. Name and address

of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority that passed the order(enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:

.....

.....

.....

..... (supported by an affidavit)

7. Prayer:.....

.....

Demand Draft of Rs..... ..bearing No.  
.....dated .....  
as appeal fees

Place.....

Dated .....

Appellant's signature

**Annexure-K**  
**LETTER OF ACCEPTANCE**

M/s.....  
.....

Sub: Acceptance of the bid rates for the service

Ref :-Your bid no. ....dated .....

1. Service(s) as per schedule enclosed/noted/is/are approved in your favour against the rate(s) quoted by you in the above mentioned bid. According to the terms & conditions of the bid it is necessary to execute an agreement in the prescribed form enclosed, on a non judicial stamp paper of Rs. ....and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to ..... only)
2. The performance security shall be furnished to Jammu and Kashmir Medical Supplies Corporation Limited through bank draft payable at Jammu.
3. All terms and conditions of the bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved service(s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be sent duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved service(s) may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. The firm shall furnish consolidated statement of supplies / services made to JKMSCL by the 10<sup>th</sup> of the next month as per terms of conditions.
6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms and conditions of the bid failing which the agreement will not be executed and the failure would lie at your part
  - (i) **The original copy of bid document signed on each page, which has been uploaded on e-procurement portal.**
8. You are therefore; requested to please complete the above formalities within 21 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

**Encl.:**1. Agreement form  
2. Schedule of Rates  
3. Any other

-Sd-  
Managing Director  
Jammu and Kashmir Medical Supplies

## **Annexure-L**

### **Agreement**

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 among the following:

- i. The Mission Director, NHM (1<sup>st</sup> Party) \_\_\_\_\_ herein after called party of first part) which expression shall, unless repugnant to the context, include its successors and assigns).
- ii. The (2<sup>nd</sup> Party) \_\_\_\_\_ through its herein after called party of 2<sup>nd</sup> part) which expression shall, unless repugnant to the context, include its successors and assigns).

WHEREAS MD NHM (1<sup>st</sup> Party) enter into this Agreement with (2<sup>nd</sup> Party \_\_\_\_\_) having its registered Office \_\_\_\_\_)

### **Scope of Work**

#### Scope of Services

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

- j. Identify technological pathways and setting-up of systems for Digitization, Transmission and Reporting of X-Rays & CT Scan images. This would facilitate capturing 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.
- k. 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.
- l. Provide a dedicated web-based IT application/ software for seamless transmission of images from Healthcare Facility (ies) and dissemination of diagnostics reports back to the Healthcare Facility(ies).
- m. Deploy a team of sufficient number of qualified and experienced Radiologists to undertake analysis, interpretation and reporting with correct diagnosis of medical images viz., X-Ray and CT Scan images received from the healthcare facilities.
- n. Deploy Maker-Checker approach to minimize 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.

- o. Provide signed report from qualified Radiologist having PG Diploma/MD/DNB in Radio diagnosis. In the case of Digital Signatures, it has to be ensured that reports should be digitally signed by the qualified radiologist using valid class III Digital Signatures only.
- p. 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.
- q. Report should expressly bear on its face, in bold letters 'Valid for Medico- Legal Purposes'.
- r. 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(ies) will make necessary arrangements for procurement, installation and operationalization of imaging machinery.
- j. Depending up on the make and model of machines presently available in the identified healthcare facility (ies), provide alternative methods for digitization and transmission of images, if required.
- p. Ensure periodic maintenance and corrective maintenance of all hardware and software (including CR System/X-Ray Film Digitizer, IT Peripherals, Printers etc.).

q. **Service Continuity and Redundancy**

The Successful Service **Provider** shall ensure uninterrupted Tele- **Radiology** services **through** adequate redundancy of manpower, IT systems, data connectivity and power backup at its processing/service centre(s). **Any disruption due to failure of internal systems or lack of contingency planning shall be treated as a default attributable to the Service Provider.**

- 1. 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.

1. **Refresher Training**

The Successful Service **Provider** shall conduct at least **one (01) refresher-training programme annually for radiographers of healthcare facilities, at no additional cost to NHM J&K.**

- r. Reporting of all X-Ray Films/ Images from Healthcare Facility(ies) electronically.
- s. To provide all the images scanned during each month, along with the reports thereof, on a CD/ DVD to NHM J&K as well as the respective Directorate of Health Services, Jammu/ Kashmir which will serve as audit evidence in case of any 3<sup>rd</sup>Party audit.
- t. Ensure data privacy and data security of patient information, including medical images and results thereof. The approved service provider shall not use patient information for any purpose, other than the provision of tele-radiology services. Any breach of data security and data privacy will lead to serious consequences. The confidentiality of data will continue even after conclusion/ termination of contract.

## **Key Features of Web-Based Application/ Software to be Deployed by Successful Service Provider**

- viii. 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/UT; (iv) Exception reports.
- ix. Patient module should allow the users to:
  - 7. 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(ies)from where testis carried out should be mapped with the users of system; and
  - 8. Access the diagnostics report.  
Web based MIS application/ Software provided will be capable of working with low/light internet connectivity.
- x. Web-based dashboard for monitoring and evaluation of Project shall provide all Tele-radiology performance indicators mentioned in SBD/ agreement.
  - a. **Performance Scorecards**  
**The dashboard shall generate facility wise and radiologist wise performance scorecards including reporting volumes, TAT compliance and discrepancy rates.**
- xi. Facility of exceptional SMS to the Stakeholders, hierarchy-wise, in addition to regular SMS to patients.
  - a. **Automated Alerts**  
**The system shall generate automated alerts for TAT breach, abnormal pendency and system downtime exceeding fifteen (15) minutes.**
- xii. 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.
- xiii. Any upgradation of software, during the currency of contract, shall be the responsibility of the successful service provider and shall be on 'Free-of- Cost' basis. 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 Department, J&K, based on actual need and feedback from operation of system, shall be made by successful service provider free-of-cost.
- xiv. Access of dashboard shall be given to NHM J&K as well as the Directorate of Health Services, Jammu/ Kashmir, throughout the contract period to review the 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 Service Provider should have the capabilities to provide exceptional reports through its web-based application.

## Commitments

3. Provision of Tele-radiology service (Digitization, Transmission, Reporting etc.) as per agreement till the conclusion/ termination of contract agreement.
4. Submission of mutually agreed Standard Operating Procedures (SOPs) at the time of signing the agreement:
  - xv. SOP on clinical protocols used for preparing investigational reports or interpretation of radiology images and protection of patient privacy.
  - xvi. SOP on training X-Ray Technicians of health facilities on Tele-Radiology.
  - xvii. SOP on preparation of structured radiological investigational report.
  - xviii. SOP on transmission of X-Ray images or investigational report to and fro from the public healthcare facility(ies).
  - xix. SOP for transferring all the data captured and reports interpreted at the time of termination of contract.
  - xx. SOP for acceptance of report by health facilities and payment. This includes formaton 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.
  - xxi. SOP on operating and maintenance of Digitizer, IT hardware and Software.
  - xxii. SOP for dealing with unforeseen activities.
  - xxiii. Performance indicators reflected on open access web-based dashboard, SOP on dashboard.
    - a. **Business Continuity & Disaster Recovery SOP**  
**An SOP detailing Business Continuity and Disaster Recovery mechanisms shall be submitted. Restoration of services shall not exceed four (04) hours.**
  - xxiv. Format of Digital Case Register, Codification of Patient Data/ Images, Record of Discontinuity of Services at successful service provider's end and logbook of discontinuity of services at health facility.
  - xxv. SOP on all communications with Tender Inviting Authority or its representative(s).
  - xxvi. SOP for internal quality monitoring/ assurance of Tele-radiology service.
  - xxvii. SOP for internal quality monitoring/ assurance of Tele-radiology service. SOP for uninstalling successful service provider's property (digital infrastructure) from healthcare facility(ies) within 30 days after termination of contract, and
  - xxviii. SOP for dealing with images under doubtful observation/ repeat investigation.
  - xxix. Successful service provider shall provide credentials of Radiologists, and all other representatives associated with the agreement. Changes to the same must be updated to NHM J&K as and when happens.
  - xxx. All Radiologists engaged by Successful Service Provider 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 in delivering investigational reports from images generated by X-Ray film digitizer adhering to SOP.
- xxxi. During the currency of contract, if the manpower deployed by successful service provider is identified by NHMJ&K as incompetent, it shall immediately replace such manpower with suitable and competent manpower immediately.
- xxxii. **Backup Radiologist Pool**  
**The Service Provider shall maintain a standby pool of Radiologists not less than thirty percent (30%) of deployed strength to ensure compliance with TAT.**

### **Key Performance Indicators (KPIs)**

- ix. Daily Status Reporting: Total number of patients whose images are sent for Tele-reporting, Total number of reports issued, Number of reports accepted with satisfaction by concerned health facility (ies), Reports in progress, etc.
- x. Turnaround Time (TAT): Images dispatched to successful service provider between 8.00AM to 6.00PM in a day shall have to be reported within first 6 hours from time of receipt of image. Images dispatched between 6.00PM 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.
  - (a) **Tat Escalation Matrix**  
**Repeated TAT breaches beyond three (03) instances in a month shall automatically escalate to senior management of the Service Provider.**
- xi. Number of Patients availed Tele-radiology service more than once (Repeat patients), Number of non-repeated patients.
- xii. 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.
- xiii. Classification on the types of study i.e., chest, forearm etc.
- xiv. 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/ UT level->District level->Community level. District wise data on the lowest and highest number of images reported.
- xv. Facility-wise patient count, District-wise total number of Images.
- xvi. Percentage of normal and abnormal images at each public healthcare facility (ies).
  - a. Normal X-Ray Image: An X-Ray image transmitted from healthcare facility (ies) and interpreted as normal (i.e., not requiring any clinical treatment or medical attention) by successful service provider's radiologist shall be classified as 'normal'.
  - b. Abnormal X-Ray Image: An X-Ray image transmitted from healthcare facility(ies) and

interpreted as case requiring any clinical treatment or medical attention, by successful service provider's radiologist shall be classified as 'abnormal'.

### **Monitoring and Evaluation**

- v. Successful service provider will cooperate in monitoring activities undertaken by NHM J&K/ Directorate of Health Services, Jammu/ Kashmir.
- vi. Monitoring & evaluation of entire Tele-radiology services would be reflective of the annual performance evaluation by NHM J&K and would aid contracting authority to take appropriate action.
- vii. State-level or District-level review meetings on Tele-radiology services may be conducted quarterly by NHM J&K in which Officers of the Health & Medical Education Department, J&K and representatives of successful service provider will participate. Queries/ Grievance/ Suggestions on services, in terms of technical and other matters, would be a part of review meetings.

#### **(a) Audit Readiness**

**The Service Provider shall remain audit ready at all times and provide access to records and dashboards.**

- viii. Successful service provider will cooperate with NHM J&K/Directorate of Health Services, Jammu/ Kashmir in campaigns/ IEC activities about freetele-radiology services in J&K.
- VI. For the purpose of quality check, NHMJ&K/ Directorate of Health Services, Jammu/Kashmir may send same image transmitted to successful service provider to a Government Radiologist for reporting. Reports from successful service provider and the Government Radiologist would be compared for measuring the quality of reporting. The sample taken for quality checks may be 10% of the total images transmitted to successful service provider 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 NHMJ&K/ Directorate of Health Services, Jammu/Kashmir to take appropriate action.

#### **a. Mandatory Quality Re Audit**

**Discrepant reports shall be re audited by a senior Radiologist within twelve (12) hours and corrective action documented.**

**The TAT for certain life-threatening diseases including and not limited to Stroke, RTA, long bone and spine fracture should be less than an hour to meet the emergency medical treatment requirements of the golden hour. In case a typed report cannot be generated within the time, a telephonic call with the treating consultant should be arranged at the earliest within the timeline.**

- vi. Images reported as poor quality, due to improper chemical processing or damaged of X-Ray film, by Successful Service Provider would be scrutinized during monitoring & evaluation activity NHMJ&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 NHM J&K and the respective Directorate of Health Services, Jammu/ Kashmir.

**(b) Image Quality Feedback**

**Periodic feedback on image quality and corrective measures shall be provided to healthcare facilities.**

V11. Compression of X-ray Image obtained from digitizer for transmission to Successful Service Provider shall not be allowed. In case the Successful Service Provider 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, NHM J&K would be at liberty to forfeit the Performance Security Deposit of the Successful Service Provider, along with the payments due in its favour, and initiate appropriate necessary action against the approved service provider.

**Service Level Agreements**

1. The very purpose of Tele-Radiology Services is to provide timely and quality diagnostics and reporting. To achieve better service delivery, patient makeover, it is important to have timely reporting with correct and accurate diagnostics.
2. Uploading time of images should not be more than 45 minutes after completion of test. Images will also be made available by the Successful Service Provider to the concerned healthcare facility(ies) within 45 minutes after completion of the test.
3. 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.
4. Successful Service Provider 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"> <li>• The application should Be up and running with 98 % of uptime.</li> <li>• Scheduled maintenance should be taken up only during the second half on a public holiday.</li> <li>• When the system is down for maintenance. a dedicated email should be made available, and an executive should</li> </ul>	<ul style="list-style-type: none"> <li>•No penalty will be charged, if the Successful Service Provider resolves the issue within 24 Hours.</li> <li>•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 1<sup>st</sup> day of non-availability till the days it remains non- functional, but Maximum till 7<sup>th</sup> day After which the contract is</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
		continuously attend the images of trauma patients.	liable for cancellation • In addition, Successful Service Provider shall have to make alternative arrangement, at its own cost, for reporting of cases at the approved rates incase system is out of order/ shutdown for greater than 24 Hours
2.	Analysis of X-Ray/ CT Scan of a Patient from the Out Patient Department (OPD)	<ul style="list-style-type: none"> <li>• If the Tests /X-Ray image is transmitted to successful bidder between 8.00AM 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.</li> <li>• If the Tests/X-Ray image is transmitted to successful bidder between 6.00PM 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</li> </ul>	<ul style="list-style-type: none"> <li>• In case of reporting After 6 hours of receipt of image, 10% of the fee will be deducted</li> <li>• In case report is not ready by 10.00 AM, 10% of the fee will be deducted</li> </ul>
3.	Analysis of X-Ray/ CT scan of an Emergency/ Trauma Patient	c. The TAT for certain life-threatening <b>diseases including and</b> not limited to Stroke, <b>RTA, long bone and</b> spine fracture should be less than an hour to	<ul style="list-style-type: none"> <li>• In case there is a delay in report, penalty will be levied.</li> <li>• Level—1 Penalty for delay upto 15 minutes: 20% of fees for such</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
		<p>Meet the emergency <b>medical</b> treatment requirements of the <b>golden hour</b>. In case a typed report cannot be <b>generated within the time</b>, a telephonic call with the treating <b>consultant should be arranged at the earliest within the timeline</b>.</p> <p>d. Repeated <b>violations in addition to the penalty</b> may invite serious <b>action including the termination of the contract</b> in the interest of <b>the patient care</b>.</p>	<p>reporting will be deducted.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Level—3 Penalty for delay beyond 30 minutes: No fees will be paid.</li> <li>• 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 <b>Level1 Penalty</b> and 20 % of fee for such reporting will be deducted. In case, report is provided at 11.50 AM, it will be treated as <b>Level 2 Penalty</b> and 50% of</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
			fee will be deducted. In case delay is more than 30 minutes; such events shall be treated as <b>Level 3 Penalty</b> and entire fee payable will be deducted as penalty.
4.	False/ Incorrect Reporting	<ul style="list-style-type: none"> <li>• Successful Service Provider 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</li> </ul>	<ul style="list-style-type: none"> <li>• Suitable Penalty to be decided by the Committee constituted by the Competent Authority</li> </ul>
5.	Failure to make Alternative Arrangements for Reporting	<ul style="list-style-type: none"> <li>• Successful Service Provider 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</li> </ul>	<ul style="list-style-type: none"> <li>• Penalty@Rs.100/-per day per Institution will be charged for such failure</li> </ul>
6.	Breach in Data Security and Data Privacy, even after conclusion/ termination of contract	<ul style="list-style-type: none"> <li>• Successful Service Provider 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.</li> </ul>	<ul style="list-style-type: none"> <li>• Suitable Penalty to be decided by the Committee constituted by the Competent Authority</li> </ul>

S. No.	Activity	Expected Service Level	Penalty for Delay/Non-Adherence
7.	Delay/ Failure in Renewal/Updation of Documents	<ul style="list-style-type: none"> <li>It will be the responsibility of Successful Service Provider to get its documents renewed/ updated, wherever and whenever required, on timely basis.</li> </ul>	<ul style="list-style-type: none"> <li>Suitable Penalty to be decided by the Committee constituted by the Competent Authority</li> </ul>
8.	Any other matter associated with the Project which impair successful implementation of the Project, or brings any bad name to NHM/ H&ME Department, J&K, and for which no express penalty has been provided	<ul style="list-style-type: none"> <li>Successful Service Provider shall have to perform as Trusted Partner of the Government/ NHM/ H&amp;ME Department, J&amp;K and shall have to maintain Highest Standards of Integrity</li> </ul>	<ul style="list-style-type: none"> <li>Suitable Penalty to be decided by the Committee constituted by the Competent Authority.</li> </ul>

### **Forfeiture of Earnest Money:**

The earnest money shall be forfeited when the bidder:

- i. Withdraws or modifies the offer after opening of tender but before acceptance of tender.
- ii. Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- iii. Fails to deposit the security money after the work order is given.
- iv. Fails to commence the work order within the time prescribed.
- v. Violates any terms & conditions of the tender document.

### **Preferential Treatment:**

It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to execute the work order of the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-execution /delayed period will not be entertained.

### **Security Deposit & Agreement:**

- i. All firms whose offers are accepted will have to deposit a security equal to five per cent (5%) of the yearly total value of approximate quantity as per tender catalogue in favor of FA/CAO, JKMSCL at the time of agreement,

- which shall be renewed every year before the expiry of the earlier deposit, until the end of the contract period. The security amount shall in no case be less than the earnest money.
- ii. The earnest money of successful Bidder shall be returned or be adjusted toward Security Deposit (SD) and balance shall be given in the form of CDR/ FDR/ Bank Guarantee favoring FA/CAO, JKMSCL.
  - iii. The security deposit shall be refunded after six months from the date of expiry of the contract or satisfactory completion of contract, whichever is later and after satisfying that there are no dues outstanding against the Bidder.
  - iv. It is to be noted that previous earnest money/security deposit, on account any previous tenders, even if lying in JKMSCL, shall not be considered towards this contract and therefore fresh security deposit should be furnished.
  - v. The work order(s) shall only be placed after deposition of appropriate amount of Security Deposit (SD) and its adjustment orders by the Corporation.
  - vi. The department will pay no interest on security deposit/Earnest money deposit.
  - vii. Successful Bidders shall have to execute an agreement on a Non Judicial Stamp Paper Rs.100/- (as mentioned in Offer letter) in the prescribed form with the JKMSCL and deposit security for the performance of the contract within **21 days** from the date of acceptance of offer/ Lol communicated to him through e-mail/ fax/ courier, etc. whichever is earlier. However, JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
  - viii. The Bidder shall furnish the following documents at the time of execution of agreement:-
    - a. Registration Number and year of registration in case of Company /Firm/Trust/Society registered under relevant laws.
    - b. Address of office, telephone numbers.
    - c. Registration issued by Registrar of Companies, Govt. of India in case of Company(ies) registered under the Companies Act, 1956/ 2013.
  - ix. Rate Contract shall remain in force for a period of **Two years** subject to annual review by the Health & Medical Education Department, J&K. Rate Contract may be further extendable by another **One** years, subject to successful satisfactory completion of initial period of Two years. Decision of Health & Medical Education Department, J&K shall be final and binding..
  - x. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by JKMSCL and decision of MD, JKMSCL shall be final.
  - xi. The contract for the service can be repudiated at any time by the Managing Director, JKMSCL if the services are not made to the satisfaction of Health & Medical Education Department, J&K after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Managing Director, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/firm/company/ trust/society in public interest.

#### **Work Orders:**

- i. Work order shall be placed to the approved bidder only (not Agents/Suppliers/Distributors etc.) *by JKMSCL*, through e-mail/fax/

registered/ speed post. Date of receipt of e-mail/ fax/ registration at post office, whichever is earlier, shall be treated as date of work order for calculating the period of execution of job orders.

- ii. Termination for default: The right to cancel the work orders rests only with the Managing Director, JKMSCL.

#### **Submission of Return and Contract Completion Report:**

- a. The firm shall furnish consolidated statement of work executed, in enclosed formats to intending department by 10<sup>th</sup> of each month duly verified by the consignee(s). Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms shall have to submit consolidated statement in duplicate at the end of Rate Contract as well as after expiry of material warranty period (as provided in warranty clause of the contract) to enable the Corporation to examine the case for refund of security money. The consignee shall submit every month verified copy of statements along with his comments to the intending department for monitoring the project.
- b. It shall be the responsibility of the consignee to get registered the complaint of defective performance immediately to the authorities for taking action against the contractor/supplier/firm.
- c. Contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately and before completion of warranty period.

#### **Terms of Payment:**

- a. **Payments shall be paid centrally from the JKMSCL Corporate office.**
- b. No advance payments shall be made to the approved bidder.
- c. **Payment in respect of Capex is released after the installation & successful commissioning of the Capex component as per the NIT Terms.**

#### **Operational expenses shall be released on submission of invoices on monthly basis based on performance evaluation reports from Nodal Officers of the concerned Directorate(s).**

- d. Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
- e. All bills/ invoices should be raised in triplicate in the name of the authority concerned.

#### **Recoveries:**

- i. Recoveries of liquidated damages, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under the law in vogue.
- ii. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/work orders placed on them by the corporation, can also be recovered from any sum accrued against the tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/work orders. Firm shall submit details of pending amount lying with corporation but decision of Managing Director, JKMSCL regarding authenticity of sum payable shall be final.

#### **Periodic Inspections**

The Technical committee constituted for the purpose, if deemed fit, shall carry

out periodic inspections at random basis for smooth functioning of the Project.

**Validity of Tender:**

Rate Contract shall remain in force for a period of Two years commencing from the date of the signing of the contract subject to annual review by the Health & Medical Education Department, J&K. Terms of tender will be extendable for another One year, subject to successful satisfactory completion of initial period of Two years. Decision of Health & Medical Education Department shall be final and binding.

**Subletting of Contract:**

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Managing Director, JKMSCL shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

**Fall Clause:**

- ii. The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the MD, JKMSCL and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. It implies that if the contract holder quotes/reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.

**Modifications**

JKMSCL reserves the right to relax or change/ modification in terms and conditions including scope of work in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from the Board of Directors of JKMSCL, J&K as the case may be. However, basic conditions of the agreement shall not be modified.

**Right to Accept and Reject any Proposal**

JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

JKMSCL will have the right of rejection of all or any of the bids without assigning any reason for the same. The right to conclude parallel rate contracts with another firm is also reserved by the Managing Director, JKMSCL.

**Award of Contract and Agreement**

On evaluation of technical and financial parts of proposal and decision thereon, the selected successful bidder shall have to execute an agreement with the Government within 21 days from the date of acceptance of the bid as communicated to him. This RFP along with documents and information provided by the bidder shall be deemed to be integral part of the agreement.

Before execution of the agreement, the bidder shall have to deposit Performance security as mentioned in the proposal above.

**MONITORING:**

- v) Daily Clinician records by concerned faculty.
- vi) Monthly review by concerned HODs.
- vii) Quarterly Review by MD NHM/Program Manager.
- viii) Any deviation by the approved firm shall be timely acted upon by concerned Administration under an intimation to the MD, NHM, J&K

**ROLE OF NHM, J&K.**

**Payment:**

The payment of the setup of Hardware/software, training & operations etc. shall be funded by NHM to the concerned Healthcare institution(s) after verification by Accounts Officer, and duly forwarded by the concerned Healthcare institution(s)/DHS to MD, NHM, J&K. Any bill shall be subject to scrutiny by the MD, NHM, and J&K at any given point of time. The MD, NHM, J&K shall call for any kind of explanation in case of lack of any kind of operations as agreed upon the tender conditions.

**Agreement :**

The Agreement is to be made between MD NHM/Concerned HODs and the approved bidder.

**Responsibility of JKMSCL**

JKMSCL shall provide appropriate assistance where required.

**Termination/ Suspension of Agreement**

- c) MD, NHM/Concerned DHS/Healthcare Institution may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
  - i. Shall specify the nature of failure, and
  - ii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- d) MD, NHM/ Concerned DHS/Healthcare Institution after giving 15 days clear notice in writing expressing the intention of termination by stating the ground/ grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
  - v. If the service provider do not remedy a failure in the performance of his obligations within 45 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
  - vi. If the service provider becomes insolvent or bankrupt.
  - vii. If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
  - viii. If, in the judgment of the JKMSCL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

## **Grievance/ Appeal:**

- a) In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the Parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall Endeavour to dispose it off, within thirty days from the date of its submission.
- b) If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.
- c) **Appeal not to lie in certain cases**  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
  - i. Determination of need of procurement;
  - ii. Provision limiting participation of Bidders in the Bid process;
  - iii. The decision of whether or not to enter into negotiations;
  - iv. Cancellation of a procurement process;
  - v. Applicability of the provisions of confidentiality.

### **d. Form of Appeal:**

- i. An appeal under in the form as annexed along with as many copies as there are respondents in the appeal.
- ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- iii. Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.

### **h. Fee for filing appeal:**

- i. Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.
- ii. The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

### **i. Procedure for disposal of appeal:**

- i. Appellate Authority upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- ii. On the date fixed for hearing, the Appellate Authority shall -

1. Hear all the parties to appeal present before him; and
  2. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
  - iv. The order passed under sub-clause (iii) above shall be placed on the J&K State e-Procurement portal [www.jktenders.nic.in](http://www.jktenders.nic.in).
- j. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc., the bidder has to deposit Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn in favor of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and mala-fide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.

#### **Jurisdiction:**

All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Union Territory of J&K only.

Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

#### **Force Majeure:**

- a. As the Services being emergency in nature, the bidder shall not be allowed to suspend or discontinue Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, a suspension of or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof and take legal action which include blacklisting/debarring of the firm.
- b. On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the approved firm including requiring deployment of additional number of HRs, in such circumstances, the firm shall comply with such instructions.