

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

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

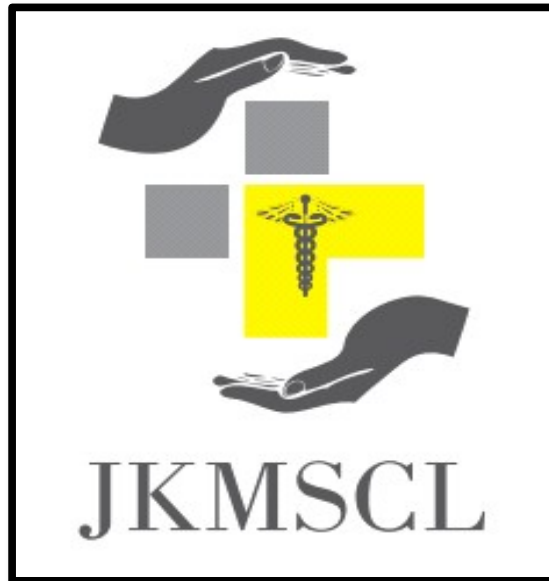
**Corporate Head Office:** Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

**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](mailto:mdjkmscl2@gmail.com); **website:** [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com)

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**REQUEST FOR PROPOSAL**

**FOR THE SET UP, OPERATIONS, MANAGEMENT AND MAINTENANCE OF TELE/E-ICUS IN NEW  
GMCs ON PPP MODE**

**(REFERENCE NO: NIT/JKMSCL/TELE-ICU/2025/683      DATED: 31/12/2025)**

**LAST DATE OF SUBMISSION OF ONLINE BIDS: - 30.01.2026 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 connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the 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.

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



## 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/2025/ 683 Dated: 31/12/2025**

### 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 **Setup, Operations, Management and Maintenance of Tele-ICUs in new Medical College(s)** of Union Tertiary of Jammu & Kashmir ;

- i. Establishment & Operations of Tele-ICUs in new Medical College of Union Tertiary of Jammu & Kashmir ; including provision of sufficient no. of Human Resources;
- ii. Running of HUB (Command Centre) for effective management of ICU services. The ICUs shall run on Hub & Spoke Model.
- iii. Mission Director, NHM shall be Nodal Authority as well as funding agency.
- iv. The Principal, Govt. Medical College(s)/Medical Superintendents shall make reasonable arrangements in terms of the building infrastructure, requisite space, ICU beds, MGPS, machinery & equipments for level III ISCCM Guidelines, as per NQAS Checklists, diagnostics, Diet arrangements, consumables, 24x7 water supply & electricity, fire safety equipment installation. This shall be done within one month of the final publishing of this tender.

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/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand 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 outrightly 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 outrightly 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 be uploaded along with Technical Bid, failing which bid shall be outrightly rejected.**

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

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*(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)

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

**Bid Form for Setup, Operations, Management and Maintenance of Tele-ICUs in new Medical College(s)**

|   |   |
|---|---|
| <b>Bid Reference:</b> JKMSCL/Tele-ICU / 2025/683        | <b>Dated:</b> 31.12.2025  |
| Date of publication of e-bid                            | : 31.12.2025 at 18.45 hrs.  |
| Start date and time for download of bid document        | : 31.12.2025 at 18.45 hrs.  |
| Last date and time for download of bid document         | : 30.01.2026 at 1600 hrs.   |
| Pre- bid conference                                     | : 08.01.2026 at 1100 hrs.   |
| Google Code for Pre bid Conference                      | <a href="https://meet.google.com/kgf-utim-fxk">https://meet.google.com/kgf-utim-fxk</a> |
| Start date and time for submission of online bids       | : 12.01.2026 at 1200 hrs.   |
| Last date and time for submission of online bids        | : 30.01.2026 at 1600  |
| hrs. Date and time for online opening of technical bids | : 31.01.2026 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 Hajj 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.in](http://www.jktenders.gov.in) [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com)

**Note:-**

1. *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.*
2. 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.
3. **E mail id for Pre Bid Queries :-prebid.jkmscl@gmail.com**

## AIM & OBJECTIVE FOR SETTING UP OF TELE-ICUs

### I. **AIM :-**

1. To strengthen ICUs in Tertiary Care Institutes in Phase I.
2. To put in place functional ICUs in the DNB Hospitals and non DNB District Hospitals across the UT in Phase II.

### II. **OBJECTIVES :-**

1. To provide comprehensive, NQAS (National Quality Assurance Standards) & Indian System of Critical Care Medicine guidelines compliant, critical care/ ICU services in all tertiary care and districts of J&K.
2. To reduce the referral from districts to already overburdened tertiary care institutes.
3. To retain the patients so that there is adequate case load and case mix in these hospitals so as to create appropriate and adequate system of PG Medical, Nursing and Paramedical teaching and training.
4. To enhance AB-PMJAY (SEHAT) earnings of the Hospitals making them financially more self-reliant.
5. To reduce OoPE and of loss of man-days/wages by setting up these ICUs as near as possible to the people in need.
6. **Increased access and affordability of healthcare**
  - A. Access to broader range of specialists to patients around the clock, which otherwise are in shortage throughout the Country.
  - B. Reduction of costs of healthcare because of technology.
  - C. Reduction of patient and relatives travel costs and reduction of loss of productive man days of attendants and thus reduces out of pocket expenses.
7. **Better Clinical Outcome**
  - A. Improvement in care parameters like ALOS (Average length of Stay), patient morbidity, mortality.
  - B. Improvement in Hospital's brand preference, quality and safety.
  - C. Higher Patient care and satisfaction scores.

### III. **Scope of Work**

The **Operations & the Human Resource (HR) component shall be on PPP mode**. The approved firm shall be responsible, under the supervision & direct control of GMC authorities for running these Tele ICU :

- i) **To run these ICUs on Hub & Spoke Model.**

**The hub** shall be a command Centre manned with senior consultants Intensivists, Junior consultant Intensivists, ICU trained Nurses.

**The spokes** shall be in 07 New GMCS where the firm will provide ICU trained GDMOs, Nurses, and Technicians & Orderlies. The spokes shall be of 6-12 beds in the 07 New GMCS. At one bed with pediatric ventilator should be in place in the ICU.
- ii) To ensure the requisite & certified trainings of all the staff mentioned above before the start of these Tele/e-ICU services.
- iii) To ensure operations of these Tele/e-ICUs as per the applicable ISCCM guidelines & NOAS ICU Checklist.
- iv) All the Medico Legal responsibility shall be of the selected vendor.
- v) To allow & support the institutional UG 8 PG teaching & research in these ICUs.
- vi) responsible for maintaining all applicable qualitative critical parameters, indicators including **HAIs, ALoS**, ICU morbidity and mortality and in bound & out bound referral indicators to international level and standards as per the latest scientific norms in vogue.
- vii) The infection control and quality control inside these ICUs. The timely and advance supplies for infection control shall be responsibility of the MS of the GMC. The maintenance of all the infection control measure shall be the responsibility of the vendor.
- viii) Further that all the hardware, software & internet connectivity at and in between Hub & Spoke shall also be the responsibility of the vendor. This shall be ensured by the vendor to be running on real time basis between hub & spokes with high degree of connectivity between the hub & the spokes.
- ix) Responsible for maintaining the clinical records of the patients and all other relevant records in digitalized form & shall share the same on 7day to day basis with the GMCS. *The vendor shall*

*handover all the hardware, software and records to the GMC at the end of the contract then only the final payment shall be made to vendor.*

- x) Maintain strict confidentiality of all the clinical records.
- xi) Maintain strict cyber security.
- xii) The senior consultants with junior consultants of the command centre shall conduct morning & evening virtual clinical rounds and decide treatment protocol of the patients from the command centre, which shall also be attended & executed by the teams of GDMOs & staff nurses in the spoke. Junior Intensivists shall be 24x7 roster duties senior consultants shall be on call 24x7 in the hubs.  
The clinical specialists/Anesthesia teams of the GMCs shall also conduct the rounds for the patients admitted from their units in the Tele/e-ICUs. Vendors shall ensure that any treatment ordered at any time shall be immediately maintained in digitalized form.
- xiii) To ensure the use of AI in the best interest of patient care as per prevailing National & International protocols.
- xiv) The GMCs shall install all the requisite fire prevention & fighting equipment & systems in these ICUs. Day to day maintenance of the same shall be the responsibility of the Medical Supdt of the GMCs. Any issue regarding the same by the vendor in writing shall be attended to on priority by the Hospital Administration.
- xv) Ensure all the WHO patient safety measures & protocols in place.
- xvi) Ensure adequate progressive patient care of the ICU patients in coordination with the concerned HOD of clinical specialties & the Medical Supdt of the GMCs on the day to day basis.
- xvii) Ensure STGs (Standard Treatment Guidelines) in place.
- xviii) Shall prevent and manage any complication of the ICU stay of the admitted patients.
- xix) Assist the GMC in shifting patients needing ICU care to Tele/e-ICUs from various areas inside the hospital time to time.
- xx) Adhere to proper admission & discharge policy
- xxi) Adhere to instructions regarding the Tele/e-ICUs of GMC Administration & MD, NHM, J&K from time to time.
- xxii) The private vendor shall maintain/create a dashboard showing the bed occupancy position in real time which shall be updated twice a day, in the morning and in the evening.
- xxiii) shall ensure adequate security in the these Tele-ICUs
- xxiv) shall provide adequate physiotherapy to the patients admitted in these Tele-ICUs
- xxv) Shall make timely patients to the HR working in the Tele-ICUs on monthly basis to avoid attrition in these Tele-ICUs and shall also report the same with details to the MD NHM, JKMSCL & the concerned GMC Administration, to ensure full transparency in the matter.

**Important Note:**

1. Initially, Rate Contract shall remain in force for a period of **two years** commencing from the date of signing of the contract subject to annual review by the Health & Medical Education Department, J&K. Term of Contract 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 in this regard.
2. The above-mentioned number of beds is indicative and may substantively increase/decrease during the contract period.
3. Bidders are required to comply with the National Guidelines for providing services for Intensive Care Unit.
4. In addition, bidders are required to demonstrate the comprehensive plan during Technical Presentation.
5. A team of the NHM, JKMSCL & concerned officials of the Govt of J&K shall physically visit the Tele/e-ICUs to inspect the Hubs, spokes & training/ simulation centres managed by the firms/MoU Partners of the firms for the training/simulation purposes. of the

-Sd

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



|   |  |
|---|--|
| Required Proposals                              | <ol style="list-style-type: none"> <li>1. A. Technical Bid</li> <li>2. B. Financial Bid</li> </ol> <p>Bids shall be quoted for :-</p> <ol style="list-style-type: none"> <li>i. 06 beded Tele-ICUs</li> <li>ii. 06+01 beded Tele-ICUs</li> <li>iii. 06+03 beded Tele-ICUs</li> <li>iv. 06+06 beded Tele-ICUs</li> </ol> <p><i>This is because the hospital can have flexibility in choosing the no of beds the hospital wants to have in their Tele-ICUs. In any case the Tele-ICU will have a minimum of 06 beds in place as per the relevant guidelines.</i></p> |
| 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.05.00 Lakhs (Rupees Five 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 Bid shall be valid for a period of not less than 180 days from the opening of Technical bid "Proposal Due Date".   |

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

## 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 (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.
  - Scanned copies of financial instruments i.e DD/FDR/CDR/ BG etc. shall have to be uploaded along with Technical bid.
  - 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.
  - 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 not be less than Rs. 05.00 crores. 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 Head Office:</b> Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br><br><b>Corporate Office:</b> Opp. J&K Motor Garage Deptt Near Hajj House Bemina Srinagar        |
| Place of Opening of Technical Bid                    | <b>Corporate Head Office:</b> Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br><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.05.00 Lakhs (Rupees Five lakhs only) in the shape of FDR/ CDR/ BG duly pledged infavour 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.*

**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:

| <b>S. No.</b> | <b>Particulars</b>  | <b>Submitted Yes/ No</b> | <b>Page No.</b> |
|---------------|---|--------------------------|-----------------|
| 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 certificates, 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 (2021-22, 2022-23 and 2023-24). |                          |                 |
| 05            | Copies of Audited Balance sheet & profit / loss account for last three financial years certified by Chartered Accountant of the Indian Subsidiary for 2021-22, 2022-23 & 2023-24 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  |                          |                 |
| 17            | Agreement Format- Annexure- K   |                          |                 |

**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 [mdjkmscl2@gmail.com](mailto:mdjkmscl2@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. ISO Certificate, if applicable.
  - iii. Average Annual Turnover Statement for past three financial years certified by the Auditor/ Chartered Accountant.
  - iv. Audited Balance Sheet & Profit & Loss Statement for the preceding three financial year(s).
  - v. 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.
  - vi. 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.

**8. Earnest Money:**

- i. Tender shall have to be accompanied with an Earnest Money Deposit of Rs.05.00 Lakhs (Rupees Five 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.

**9. 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. Fails to submit samples of quoted item on demand or extended time by competent authority.
- vi. Violates any terms & conditions of the tender document.

**10. 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.

**11. Warranty Clause:**

- In case of machinery and equipment, maintenance/warranty of the equipment shall be the responsibility of the concerned GMC through BEMMP Programme/ AMC/CMC, whichever applicable.
- The vendor shall be responsible for the hardware, software & internet connectivity installed by the firm.

**12. 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. If the prices are found same from two or more bidders, the successful bidder shall be selected in the following order of precedence - a) having highest average annual turnover in last 3 financial years, b) bidder having highest net-worth in last financial year or c) bidder with highest manpower on roll.
- 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.



**13. Applicability of Taxes:**

Taxes shall be payable, at actual, as applicable.

**14. Demonstrations:**

- The tender may 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.
- A team of the NHM, JKMSCL & concerned officials of the Govt of J&K shall physically visit the Tele/e-ICUs to inspect the Hubs, spokes & training/ simulation centres managed by the firms/MoU Partners of the firms for the training/simulation purposes. of the

**15. 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 the 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 in the matter.
- 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.

**16. 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.

**17. 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.

**18. 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 shall be paid after the successful installation, certified by the team of concerned officers decided by MD, NHM.**
- d. **Operational expenses shall be released on submission of invoices on monthly basis based on performance evaluation reports from nodal officers of the concerned Medical College(s) i.e. the Principal the GMC, MS of the GMC & HoD Anaesthesia of the GMC.**
- e. Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
- f. All bills/ invoices should be raised in triplicate in the name of the authority concerned.

**19. Recoveries:**

- i. Recoveries of liquidated damages, breakage, rejected articles shall ordinary 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 invogue.
- 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.

**20. Periodic Inspections**

The Technical committee constituted for the purpose, if deemed fit, shall carry out periodic inspection of the ICU(s) and also at random basis for smooth functioning of the ICUs.

**21. 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 five years. Decision of Health & Medical

Education Department shall be final and binding.

**22. 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.

**23. 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.
- ii. The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.

**24. 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.

## **25. 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.

## **26. 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 15 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.

## **27. Role and Responsibility of Successful Bidder**

### **A. Responsibilities of the Bidder**

- i. To ensure that there shall be no discontinuation/ interruption in the services within Hubs, spokes & between hubs & spokes.
- ii. **Reporting and maintenance of the database that is generated through operation, maintenance and management. To maintain records and submit various reports and information within the stipulated timeframe to the respective GMCs.**
- iii. Training and Deployment of adequately qualified personnel as per requirement of the project.
- iv. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- v. Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices.
- vi. In respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government's legitimate interests in any dealing with the contracts.
- vii. Shall not accept for his own benefit any commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.

- viii. Bidder is required to observe the highest standard of ethics and shall not use 'corrupt/ fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government.
- ix. Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/ recruited/ appointed shall be exclusively on the pay rolls of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. Bidder shall not assign or sublet his contract or any substantial part thereof to any agency.
- x. The bidder shall be fully responsible for adhering to the provisions of various laws applicable on them including **Labour laws and Minimum Wages Act. The successful bidder shall make timely payments to all the HR working in the hubs & spokes on monthly basis to avoid any disruption/ attrition in these Tele-ICUs.** In case the bidder fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- xi. Ensuring proper and timely monitoring of the services.
- xii. Selected bidder shall ensure that the ownership of Government of Jammu and Kashmir in assets created out of Government Fund is protected.
- xiii. Responsible for compliance of the statutory requirements under any law in force. The bidder shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.
- xiv. To execute all the roles fully which are enumerated below without fail.

**B. ROLE OF APPROVED BIDDER :**

The operations & the HR component shall be on PPP mode. The approved bidder shall be responsible, under the supervision & direct control of GMC authorities for running these Tele ICU. The scope of the work shall be as follows :

- i) To run these ICUS on Hub & Spoke Model. The hub shall be a command Centre manned with senior consultants Intensivists, Junior consultant Intensivists, ICU trained Nurses. The spokes shall be in 07 New GMCS where the vendor will provide ICU trained GDMOS, Nurses, and Technicians & Orderlies. The spokes shall be of 6-12 beds in the new in the 07 New GMCS. At least one bed with pediatric ventilator should be in place in the Tele-ICU. Managing the pediatric patients shall also be the responsibility of the approved bidder in the Tele-ICUs
- ii) To ensure the requisite & certified trainings of all the staff mentioned above before the start of these e-ICU services.
- iii) To ensure operations of these Tele/e-ICUs as per the applicable ISCCM guidelines & NQAS ICU Checklist.
- iv) All the Medico Legal responsibility shall be of the selected vendor.
- v) To allow & support the institutional UG & PG teaching & research in these ICUs.

- vi) Shall be responsible for maintaining all applicable qualitative critical parameters, indicators including HAIs, ALOs, ICU morbidity and mortality and in bound & out bound referral indicators to international level and standards as per the latest scientific norms in vogue.
- vii) The infection control, especially antibiotic resistant infections and quality control inside these ICUs. The timely and advance supplies for infection control shall be responsibility of the MS of the GMC. The maintenance of all the infection control measure shall be the responsibility of the vendor.
- viii) Further that all the hardware, software & internet connectivity at and in between Hub & Spoke shall also be the responsibility of the approved bidder. This shall be ensured by the approved bidder to be run on real time basis between hub & spokes.
- ix) Shall be responsible for maintaining the clinical records of the patients and all other relevant records in digitalized form & shall share the same on day to day basis with the GMC(s). The approved bidder shall handover all the hardware, software and records to the GMC at the end of the contract then only the final payment shall be made to firm.
- x) To maintain strict confidentiality of all the clinical records.
- xi) To maintain strict cyber security.
- xii) The senior consultants with junior consultants of the command centre shall conduct morning & evening virtual clinical rounds and decide treatment protocol of the patients from the command centre, which shall also be attended & executed by the teams of GDMOs & staff nurses in the spoke. Junior Intensivists shall be 24x7 roster duties senior consultants shall be on call 24x7 in the hubs/command centre. The hubs and spokes shall maintain seamless realtime uninterrupted communication systems between them.  
The clinical specialists of the GMCs shall also conduct the rounds during the virtual rounds jointly with rounds conducted by the Intensivists of the hub or otherwise at any time deemed fit by them, for the patients admitted from their units in the Tele/e-ICUs.  
The Principal GMC/MS of the GMC/The clinical specialists/Anesthesia teams of the GMCs shall also conduct the rounds during the virtual rounds jointly with rounds conducted by the Intensivists of the hub or otherwise at any time deemed fit by them,  
Vendors shall ensure that any treatment ordered at any time shall be immediately maintained in digitalized form.
- xiii) To ensure the use of AI in the best interest of patient care as per prevailing National & International protocols.
- xiv) The GMC(s) shall install all the requisite fire prevention & fighting equipment & systems in these ICUs. Day to day maintenance of the same shall be the responsibility of the approved bidder the MS of the hospital. The vendor shall timely report to the hospital Administration in writing in case some problem is found with the same.
- xv) To ensure all the patient safety measures in place as per the WHO Patient safety protocols.
- xvi) To ensure adequate progressive patient care of the ICU patients in coordination with the concerned HOD of clinical specialties on the day to day basis.
- xvii) To ensure STGs in place.
- xviii) Shall prevent and manage any complication of the ICU stay of the admitted patients.
- xix) To assist the GMC(s) in shifting patients requiring shifting to e-ICUs from various hospital areas from time to time.
- xx) Adhere to proper admission & discharge policy
- xxi) Adhere to instructions regarding the Tele/e-ICUs of GMC Administration & MD, NHM, J&K from time to time.
- xxii) The approved bidder shall maintain/create a dashboard showing the bed occupancy position in real time which shall be updated twice a day, in the morning and in the evening.
- xxiii) The vendor shall report timely, in writing, to the Hospital Administration regarding drugs & consumables once their levels fall to 50%.

xxiv) The vendor shall also provide the physiotherapy & security services to the patients admitted in the Tele/e-ICUs.

**28. ROLE OF GOVT. MEDICAL COLLEGES(S):**

- The building infrastructure, requisite space, ICU beds, MGPS, machinery, equipment, diagnostics, consumables, 24x7 water supply, electricity, requisite stationary, fire safety equipment, infection control supplies & requisite diet shall be provided by the concerned GMC(s).
- Hospital Administration shall immediately replenish the drugs & consumables once their levels fall to 50%.
- The overall control of these e-ICUs shall be of the Principal of Govt. Medical College, Head of the Department, Anesthesiology & the concerned Medical Superintendent(s). The drugs and consumables shall be provided by the hospital through its supplies/PM-Jay Sehat Packages/hospital budget. The maintenance of the machinery/equipment shall also be the responsibility of the concerned GMC(s) through BEMMP Programme. GMC(s) shall provide the following machinery & equipments for 12 bedded ICUS:-

| S.No. | Name of the Machinery/ Equipment             |
|-------|--|
| 1.    | Bedside Monitors                             |
| 2.    | Monitors for HDU                             |
| 3.    | Ventilators                                  |
| 4.    | Non invasive ventilator                      |
| 5.    | Syringe Pumps                                |
| 6.    | Infusion Pumps                               |
| 7.    | Head End Pendent                             |
| 8.    | Defibrillator                                |
| 9.    | ICU Beds (Shock Proof) (Fibre) with IV Stand |
| 10.   | Over Bed Tables                              |
| 11.   | ABG Machine                                  |
| 12.   | Crash/ Resuscitation trolley                 |
| 13.   | Pulse Oxymeter (Small Units)                 |
| 14.   | Freezer                                      |
| 15.   | Computers                                    |
| 16.   | Intermittent Leg Compressing Machine         |
| 17.   | Intubating Video scope                       |
| 18.   | Glucometer                                   |
| 19.   | ICU Dedicated Ultrasound and Echo machine    |
| 20.   | Bedside X ray reader                         |
| 21.   | Spinal Board                                 |
| 22.   | Ambu Mask Adult size                         |
| 23.   | Ambu Mask Paediatric size                    |
| 24.   | Fibroptic Bronchoscope                       |
| 25.   | O2 Concentrator                              |
| 26.   | ECG machine                                  |
| 27.   | Portable Ventilator                          |
| 28.   | Portable X-Ray                               |

Apart from this the GMCS shall ensure set up of ISSCM level III ICUs in terms of infrastructure, machinery & equipment within 30 days from the date of publication of the final tender. This shall be managed by the GMCs through the institutional funds available with them. The operational part shall be outsourced through PPP mode.



## 29. MONITORING:

- i) Daily Clinicians rounds by concerned GMC concerned Clinical and anesthesia faculty.
- ii) Weekly rounds by the Medical Superintendents of the concerned GMCs.
- iii) Monthly round of the Principal GMCs.
- iv) Quarterly Review by MD NHM/Program Manager e-ICUS.
- v) Any deviation by the approved firm shall be timely acted upon by concerned GMC Administration under intimation to the MD, NHM, J&K.

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

### i) Payment:

The payment of the setup of Hardware/software, training & operations etc. shall be funded by NHM to the concerned GMC, only after verification by Accounts Officer, HOD Anesthesia, and Medical Superintendent and duly forwarded by the Principal GMC 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 e-ICU operations as agreed upon the tender conditions.

ii). **Agreement** : The Agreement is to made between MD NHM/Concerned GMCs and the approved bidder.

## 31. Responsibility of JKMSCL

- a. JKMSCL shall provide appropriate assistance where required.

## 32. Default Clause & penalties.

- i. Any single deviation from tender conditions, scope of work, outlined role/responsibilities herein, ISSCM guidelines, NQAS Checklists, patient safety shall invite a penalty of **Rs. 05 Lacs** for the 1<sup>st</sup> default & **Rs. 10 lacs** for each subsequent default which shall be payable to the GMC within 07 days of the default. There shall be an interest of 12% per month in case of delay in depositing the penalty amount. The fixing of responsibility on the vendor shall be done by a committee under the chairperson ship of the Principal of the GMC with the MS, Accounts incharge & HoD Anesthesia as members. The committee shall not take more than 07 days for fixing the responsibility of the violation by the firm.
- ii. In case of any grievous damage to the patient in the Tele/e-ICUs due to the negligence of the successful bidder or their staff there shall a penalty of **Rs. 50 lacs** which shall be paid to the patient or to his/her next of kin, within 07 days of such event. There shall be an interest of 12% per month in case of delay in depositing/paying the penalty amount. The fixing of responsibility on the vendor shall be done by a committee under the chairperson ship of the Principal of the GMC with the MS, Accounts incharge, HoD Anesthesia & concerned official from NHM J&K as members. The committee shall not take more than 07 for fixing the responsibility of the violation by the firm.
- iii. In case of any death of a patient in the Tele/e-ICUs due to the negligence of the successful bidder or their staff there shall a penalty of **Rs. 01 crore** which shall be paid to the patient or to his/her next of kin, within 07 days of such event. There shall be an interest of 12% per month in case of delay in depositing/paying the penalty amount. The fixing of responsibility on the vendor shall be done by a committee under the chairperson ship of the Principal of the GMC with the MS, Accounts incharge, HoD Anesthesia & concerned official from NHM J&K as members. The committee shall not take more than 07 for fixing the responsibility of the violation by the firm

### **33. Termination/ Suspension of Agreement**

- a) MD, NHM/Concerned GMCs 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 GMCs 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.

**In case of the termination of the contract the MD NHM & MD JKMSCL, may/ shall hand over the operations of the Tele- ICUs to next higher bidder till tender is completed. This is to avoid disruption of serves of the facilities which are vital & sensitive in nature.**

### **34. Grievance/ Appeal:**

- a) In case of any dispute, the decision of Managing Director, JKMSCL in consultation with MD NHM, 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 in favour of the bidder.
- 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.

**35. 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.

**36. 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 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.

### **37. Situations leading to Disqualification of bidders**

- a) Direct or indirect canvassing on the part of bidder(s) or their representative(s) shall disqualify their bid
- b) Supplier may be disqualified, banned or suspended from business during the rate contract if :
  - i. fails to execute a contract or fails to execute it satisfactorily;
  - ii. no longer has the technical staff or equipment considered necessary;
  - iii. 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 ;
  - iv. The firm is suspected to be doubtful loyalty to state.
  - v. The Anti Corruption Bureau or any other Investigating agency recommends such a course in respect of a case under investigation.
  - vi. 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.
  - vii. 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.
  - viii. 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.

### **38. 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.

#### **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. The ICU Services being emergency services, 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

### Special Terms and Conditions

1. Earnest Money Deposit, Tender Fees and Processing Fees shall be submitted 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 key features involved for quoting the rates are :

|    |  |
|----|--|
|    | <p><b>Separately PER ICU COST OF :</b></p> <p style="text-align: center;">i. 06 BEDDED Tele-ICUs.<br/>ii. 06+01 BEDDED Tele-ICUs.<br/>iii. 06+03 BEDDED Tele-ICUs.<br/>iv. 06 +06 BEDDED Tele-ICUs.</p> <p><b><i>This is because the hospital can have flexibility in choosing the no of beds the hospital wants to have in their Tele-ICUs. In any case the Tele-ICU will have 06 beds in place as per the relevant guidelines.</i></b></p> |
| I  | <b>Fixed Capex/Installation Onetime</b>  |
| A  | Hardware + Software & IT Installation (no of trollys at least 02 per ICU)  |
| B  | Training Of 05 Doctors And 20 Nurses ( 25 Persons)   |
|    |  |
| II | <b>Operation/Opex Cost</b>   |
| A  | Tele/Remote Consultation Component (12 Months)/Hub with Intensivists, Nurses & other staff. Hardware, software & IT  |
| B  | Doctors/GDMOs (5x12 Months)  |
| C  | Physiotherapist  |
| D  | Nurses (20x12 Months)  |
| E  | Outsourced Security(4x12 Months)   |
| F  | Outsourced Orderlies (4x12 Months)   |
|    | <b>1st Year Annual Cost (Capex + Opex)</b>   |
|    | Subsequent Year Cost (OPEX)  |

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 same.**

Signature of Bidder with seal



## Scope and Specification of Hardware/Software

### 1. Specifications and Requirement at proposed Hub (Command Centre)

#### **Basic Infrastructure:**

The Service Provider can setup multiple Hubs or Command Centers anywhere in the country for providing Tele-ICU services. The responsibility of equipping the Hubs with the necessary facilities will be the sole responsibility of the selected agency only.

Schedule of deployment of specialists will be as mentioned in the manpower table below and the selected agency needs to adhere to the same to ensure 24x7 uninterrupted and seamless services to the state.

- I. **Infrastructure/ software/ Licenses:** The minimum infrastructure/ software/ licenses required at the Command Centre which the agency will establish or leverage the existing ones would be as follows:  
**Software specification:** The Mobile Application and centralized dashboard is aimed at enabling efficient and sophisticated remote patient management by medical team. The primary goal is to significantly improve patient care through enhanced monitoring, data management, and interactive treatment protocols implemented by healthcare professionals at the command centre (Hub).
  - i. A mobile and tablet application designed should have capability for nurses and GDMOs at remote ICU locations.
  - ii. A responsive, web-based dashboard for healthcare professionals in the command centre, facilitating patient monitoring and management and should have access to command centre.

#### **Stakeholders**

- **GDMOs, Nurses, Physiotherapists (Remote Locations):** Responsible for entering and updating patient data from remote locations.
- **Intensivists Doctors & Nurses (Command Centre):** Overseeing patient care, reviewing data, and making treatment recommendations.
- **Medical Support Staff (Command Centre):** Assisting in data verification, updating, and patient management.
- **Command Centre Operators:** Overseeing the operation of the system and ensuring smooth data flow and integration.

#### **Mobile and Tablet Application Requirements specifications-**

##### **User Authentication**

- Secure login/logout functionality.
- Role-based access control (RBAC) to ensure patient data is accessed only by authorized personnel.

##### **Patient PII and Vital Data Entry**

- Capability to input and securely store patient Personally Identifiable Information (PII) and continuous updates of patient vitals.
- Generation of a unique identifier (UID) for each patient.
- Scalable to any no of beds

##### **Data Uploading**

- Secure uploading features for patient reports and records.
- Association of each patient's hourly vitals and ICU monitor data with their profiles.

### **Data Security**

- End-to-end encryption of patient data, both at rest and in transit.
- The patient's data should store in the cloud server like amazon.
- The Application should have Health Insurance Portability and Accountability Act (HIPAA) which is a world wide standard for storage and access to sensitive patient data.

### **Responsive Dashboard Requirements-**

#### **User Authentication**

- Secure multi-user login with RBAC for different levels of command centre staff.

#### **The Application should have capability to Data Management**

- Centralized access to patient records, vitals, medical history, and treatment plans.
- Real-time data updates from the mobile application.
- Entry and visibility of patient data entered by command centre medical representatives, with functionalities for recalling previous records.
- The application should have capability to take pictures of diagnostic Image like X-ray, CT Film, MRI films and report, Lab reports and upload in the software and should have access to the command centre.
- The application should support ICD 10 codes for disease classifications which is created by the WorldHealth Organization and accepted & adopted by doctors worldwide

#### **Tele-round Features**

- Integration with Google's Gemini API for speech-to-text conversion.
- Voice recording for doctor's treatment recommendations with start, finish/next controls for each patient.
- Manual verification and correction feature for the text converted from the doctor's speech.

#### **Analytics**

- Optimized data storage and database management for analytics.
- Generation of reports on patient data, treatments, and outcomes to support quality improvement and research initiatives.

## **II. Hardware Specifications**

### **Video Conferencing device for Multiparty:**

The entire solution for this Video Conferencing requirement should be flexible to use various platforms so that the compatibility with other location/brands should not be a challenge. The Device should be capable to host a three- party video conferencing without the use of any additional MCU. Also, the various interfaces should be there to provide Video Output and initiate a presentation during call. The device should support SIP & H.323 both and it should also support Direct IP Call. Also, it should support Bluetooth to connect audio device. The audio & video device should be from same OEM and both the devices should run on Android platform.

| S. No | Parameter                   | Specification  |
|-------|-----------------------------|--|
| 1     | BANDWIDTH                   | H.323 and SIP protocols and bandwidth of 6 Mbps point-to-point |
| 2     | FIREWALL TRAVERSAL PROTOCOL | H.460.18, H.460.19 Firewall Traversal                          |
| 3     | VIDEO STANDARDS             | Latest video standards H.264/ H.265                            |

|    |  |  |
|----|--|--|
| 4  | VIDEO FEATURES                         | Advanced Screen Layouts so as to view the presentation and presenter in different quadrants and sizes. Local Auto Layout   |
| 5  | VIDEO INPUTS                           | One HDMI inputs supporting up to maximum 1080p30 for connecting the PC/laptop etc to use for presentation purpose.   |
| 6  | VIDEO OUTPUT                           | The unit should have two HDMI output supporting up to 1920 x 1080@30 fps for connecting displays   |
| 7  | LIVE VIDEO RESOLUTIONS (ENCODE/DECODE) | The system should support live video resolutions up to 1920 x 1080at 30 fps (HD1080p)  |
| 8  | AUDIO STANDARDS                        | G .711, G.722, G.722.1, 20KHz or better  |
| 9  | Audio Features                         | Echo Cancellation on the mic inputs, Automatic Gain Control (AGC), Active lip synchronization, should have integrated speakers and amplifiers  |
| 10 | AUDIO INPUTS                           | The system should be supplied with Bluetooth integrated Tabletop Mic and speaker. Also, it should support inbuilt microphone which should work with beamforming technology   |
| 11 | AUDIO OUTPUTS                          | The system should have 2 or more HDMI based audio output ports same as used for video output. Also, it should have USB port for Audio Output   |
| 12 | DUAL STREAM                            | The system should have the capability to support H.239 in H.323 and BFCP for SIP Mode. The system should support resolutions upto 1080p during content sharing using H.239/BFCP. The system must have the ability to pair with laptop for sending content with HDMI Cable.         |
| 13 | PROTOCOLS                              | The system should have H.323 and SIP capability  |
| 14 | IP NETWORK FEATURES                    | The system should have features such as QoS, packet loss based down speeding, TCP/IP, DHCP , Date and Time support via NTP, URI Dialing  |
| 15 | Network Interfaces                     | LAN /Ethernet--10/100/1000 Mbps full duplex. WiFi - 802.11a/b/g/n/ac 2.4 GHz/5 GHz is desirable  |
| 16 | IPV4-IPV6 networks                     | Support for both static and automatic IP configuration, stateless address auto configuration, and DHCP   |
| 17 | SECURITY FEATURES                      | The system should support the following security features:<br><br>1. Administration of the Video endpoint should be through Web Interface using HTTPS/HTTP<br><br>2. It should be possible to password protect administration menu   |
| 18 | Multipoint Capability                  | Should support built-in Multi-conference capability to connect at least 1+2 sites. There should be no need of any external MCU, it should eb inbuilt in the device itself  |
| 19 | CAMERA                                 | The unit should be with inbuilt Camera with 1920 x 1080 at 30 fps resolution PTZ Camera with 9x optical zoom PAN : +/-90 Deg and +/-23 deg Tilt. Camera should work on preset points like Camera focus can be predefined and should support automatic white balance and brightness |

|    |                       |   |
|----|-----------------------|---|
| 20 | SYSTEM MANAGEMENT     | Total management via embedded Telnet, SSH. Remote software upload: via web server, HTTP, HTTPS  |
| 21 | DIRECTORY SERVICES    | Should support Local and Global directories. Should support LDAP protocols for directory transfer.  |
| 22 | Cables and Connectors | The video endpoint should be accompanied with Power Cable, LAN Cable, presentation HDMI Cable, Power adaptors.  |
| 23 | User Interfaces       | Must have a bluetooth controlled remote control for controlling the VC system. Must have ability to browse the directory, search a contact, dial pad for dialing numbers and SIP URI's, configure camera presets, change layouts, mute/ unmute, increase-decrease volume. |
| 24 | Inclusions            | System should be supplied with 4 Nos of HDMI Cables for connecting displays, Camera Mounting Bracket, remote control, codec with inbuilt full HD 1080p PTZ cameras, microphones. The codec, cameras, microphones, audio system, MCU should be from same OEM.              |

#### Audio

|    |                                       |  |
|----|---------------------------------------|--|
| 25 | Audio standards supported             | G.711, G.722, G.722.1 or better standard must be supported. Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization |
| 26 | Audio Inputs                          | Must have built-in microphone so that the solution does not have any wires coming onto the table. The pick up of the microphone should be upto 12 feet.  |
| 27 | Audio Outputs                         | Must have a built in audio amplifier and speakers for providing Hi fidelity sound with mid range speakers.   |
| 28 | Multisite Features                    | Inbuilt 1+ 6 SIP Multi Site support (In Audio) if required. Should be atleast 4+ SIP Account for multi account support.                                  |
| 29 | Network Interfaces                    | 1 LAN /Ethernet--10/100/1000 Mbps full duplex, Wi-Fi 802.11a/b/g/n/ac, PoE+  |
| 30 | Display                               | 4.3" IPS LCD with 800x480 resolution   |
| 31 | Auxilliary Ports                      | 3.5mm audio port, USB Micro-B, RJ48 daisy chain port. Should be the option to cascade two devices together   |
| 32 | Network Capabilities SIP/ IP Features | Packet loss handling mechanism. Differentiated Services( QOS): Should support IPv4 and IPv6 from day one.  |
| 33 | Management & Operating System         | System Management using HTTPS and SSH. Should be run on Android platform and should support Skype/Hangout and Other android based application            |

#### Hardware and Network Specifications (SPOKE)

##### ● Audio-Visual Camera Specification:

The entire solution for this Video Conferencing requirement should be flexible to use various platforms so that the compatibility with other location/brands should not be a challenge. The device should support SIP & H.323 both and it should also support Direct IP Call. The audio & video device should be from same OEM and both the devices should run on Android platform.

| S.No. | Parameter | Specification   |
|-------|-----------|---|
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|    |  |   |
|----|--|---|
| 2  | FIREWALL TRAVERSAL PROTOCOL            | H.460.18, H.460.19 Firewall Traversal   |
| 3  | VIDEO STANDARDS                        | Latest video standards H.264/ H.265   |
| 4  | VIDEO FEATURES                         | Advanced Screen Layouts so as to view the presentation and presenter in different quadrants and sizes. Local Auto Layout  |
| 5  | VIDEO INPUTS                           | One HDMI inputs supporting up to maximum 1080p 30 for connecting the PC/laptop etc to use for presentation purpose.   |
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| 7  | LIVE VIDEO RESOLUTIONS (ENCODE/DECODE) | The system should support live video resolutions upto 1920x1080 at 30 fps (HD1080p)   |
| 8  | AUDIO STANDARDS                        | G.711,G.722,G.722.1,20 KHz or better  |
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| 10 | AUDIO INPUTS                           | The system should be supplied with Bluetooth integrated Tabletop Mic and speaker. Also, it should support in built microphone which should work with beam forming technology  |
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| 12 | DUALSTREAM                             | The system should have the capability to support H.239 in H.323 and BFCP for SIP Mode. The system should support resolutions upto 1080 p during content sharing using H.239/BFCP. The system must have the ability to pair with laptop for sending content with HDMI Cable. |
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| 16 | IPV4-IPV6 networks                     | Support for both static and automatic IP configuration, stateless address auto configuration, and DHCP  |
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|     |                                       |   |
|-----|---------------------------------------|---|
| 19  | CAMERA                                | The unit should be with inbuilt Camera with 1920 x 1080 at 30 fps resolution PTZ Camera with 9x optical zoom PAN: +/- 90 Deg and +/- 23 deg Tilt. Camera should work on preset points like Camera focus can be predefined and should support automatic white balance and Brightness |
| 20  | SYSTEM MANAGEMENT                     | Total management via embedded Tel net, SSH. Remote software upload: via web server, HTTP, HTTPS   |
| 21  | DIRECTORY SERVICES                    | Should support Local and Global directories. Should support LDAP protocols for directory transfer.  |
| 22  | Cables and Connectors                 | The video end point should be accompanied with Power Cable, LAN Cable, presentation HDMI Cable, Power adaptors.   |
| 23  | User Interfaces                       | Must have a bluetooth controlled remote control for controlling the VC system. Must have ability to browse the directory, search a contact, dial pad for dialing numbers and SIP URI's, configure camera presets, change layouts, mute/ unmute, increase-decrease volume.           |
| 24  | Inclusions                            | System should be supplied with 4 Nos of HDMI Cables for connecting displays, Camera Mounting Bracket, remote control, codec with inbuilt full HD 1080p PTZ cameras, microphones. The codec, cameras, microphones, audio system, MCU should be from same OEM.                        |
| 25  | Audio standards supported             | G.711, G.722, G.722.1 or better standard must be supported. Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization  |
| 26  | Audio Inputs                          | Must have built-in microphone so that the solution does not have any wires coming onto the table. The pick up of the microphone should be upto 12 feet.   |
| 27  | Audio Outputs                         | Must have a built in audio amplifier and speakers for providing Hi fidelity sound with mid range speakers.  |
| 28  | Multisite Features                    | Inbuilt 1+6 SIP Multi Site support (In Audio) if required. Should be at least 4+ SIP Account for multi account support.   |
| 29  | Network Interfaces                    | 1 LAN/Ethernet--10/100/1000Mbps full duplex, Wi-Fi 802.11a/b/g/n/ac, PoE+   |
| 30  | Display                               | 4.3" IPS LCD with 800x480 resolution  |
| 31  | Auxiliary Ports                       | 3.5mm audio port, USB Micro-B, RJ48 daisy chain port. Should be the option to cascade two devices together  |
| 32  | Network Capabilities SIP/ IP Features | Packet loss handling mechanism. Differentiated Services (QoS): Should support IPv4 and IPv6 from day one.   |
| 33. | Management & Operating System         | System Management using HTTPS and SSH. Should be run on Android platform and should support Skype/ Hangout and Other android based application  |

**Display Specification:**

| S. No | Parameters               | Specification                                     |
|-------|--------------------------|---|
| 1     | Display Size             | 32"   |
| 2     | Type                     | Edge LED BLU                                      |
| 3     | Resolution               | FHD (1920 x 1080)                                 |
| 4     | Pixel Pitch (mm)         | 0.3638 x 0.3638                                   |
| 5     | Active Display Area (mm) | 698.4 (H) x 392.85 (V)                            |
| 6     | Brightness (Typ.)        | 300 (With Touch Glass), 400 (Without Touch Glass) |
| 7     | Contrast Ratio (Typ.)    | 5000:1 (Without Glass)                            |
| 8     | Viewing Angle (H/V)      | 178/178   |
| 9     | Response Time (G-to-G)   | 8ms (Typ.)  |
| 10    | Display Colors           | 16.7M   |
| 11    | Color Gamut              | 72%   |
| 12    | Operation Hour           | 16-Jul  |
| 13    | Haze                     | 2% (Without Glass)                                |
| 14    | Dynamic C/R              | MEGA  |
| 15    | H-Scanning Frequency     | 30 ~ 81kHz  |
| 16    | V-Scanning Frequency     | 48 ~ 75Hz   |
| 17    | Maximum Pixel Frequency  | 594MHz  |
| 18    | Speaker Type             | Built in Speaker (10W+10W)                        |
| 19    | RGB                      | Display Port 1.2 (1)                              |
| 20    | VIDEO                    | HDMI 2.0 (2)                                      |
| 21    | HDCP                     | HDCP 2.2  |
| 22    | INPUT                    | HDMI  |
| 23    | USB                      | USB 2.0 x 2                                       |
| 24    | RGB                      | HDMI 2.0 (Loop-out)                               |
| 26    | AUDIO                    | Stereo Mini Jack                                  |
| 29    | EXTERNAL CONTROL         | RS232C (in) thru stereo jack, RJ45                |
| 30    | EXTERNAL SENSOR          | IR  |
| 32    | Type                     | Internal  |
| 33    | Power Supply             | AC 100 - 240 V ~ (+/- 10 %), 50/60 Hz             |
| 34    | Dimension (mm)           | 872 x 565 x 133                                   |
| 35    | Weight (kg)              | 11.1  |
| 36    | VESA Mount               | 200 x 200   |

### **Camera Cart Specifications**

- Weight capacity: Max 125kgs.
- Meets with Max VESA 800x600mm.
- It provides a motorized height adjustment to easily position the TV from 100cm to 145cm high from the ground.
- Holds LCD TV or plasma TV up to 125kgs for most LCD TV from 37" to 100".
- Display can be turned left or right for 25 degrees.
- With 2pcs lockable wheels for easy movement.
- With a platform for VC camera holder.

### **Internet Specifications**

- 5 MBPS Leased Line connection (primary)
- 5 MBPS Leased Line connection (Backup)
- 100% uptime
- Fiber cable
- Dual band Router
- 16 port manageable network switch
- Media converter

### **III. Certified Critical Care Training**

The bidders should have the following Training modules -

- To provide basic principles of critical care to all participants
- Orientation of Critical care protocols and SOPs
- Demonstration of Critical care techniques and
- Principles of mechanical ventilations

Training shall be done by internationally certified trainers certified by international certifying bodies like EUSIM or alike.

### **IV. Certified Critical Care Training**

The bidders should have the following Training modules -

- To provide basic & essential principles of critical care to all participants.
- Orientation of Critical care protocols and SOPs
- Demonstration of Critical care techniques and
- Principles of mechanical ventilations

### **Course Curriculum**

Advance technical features of simulators which required for critical care training. This simulator should have the capability to show the below mentioned simulation scenarios.

| S. No | Chapter                                       | Topics/methodology  |
|-------|---|---|
| 1     | Respiratory physiology on simulation          | (i) P O. 1/ Neuromuscular Drive                           |
|       |   | (ii) PTP(Pressure-time product)                           |
|       |   | (iii) Effect of muscular weakness on patient              |
|       |   | (iv) Compliance and its effects                           |
|       |   | (v) Resistance and its effects                            |
|       |   | (vi) Work of breathing and its Effects                    |
|       |   | (vii) Simulation scenarios of Pulmonary pressures         |
|       |   | (viii) Simulation of Pmus and Inspiratory time            |
| 2.    | Simulation on Modes of Mechanical Ventilation | (i) Simulation of volume control mode                     |
|       |   | (ii) Pressure control mode                                |
|       |   | (iii) PSV Simulation                                      |
|       |   | (iv) Effects of change in compliance via simulation       |
|       |   | (v) Effects of change in airway resistance via simulation |
|       |   | (vi) Ventilator Asynchrony                                |



|       |  |   |
|-------|--|---|
|       |  | (vii) Simulation of Inspiratory triggers and driving pressure                       |
| 3.    | COPD Simulation Scenarios                              | (i) Basic physiology of COPD Simulation   |
|       |  | (ii) Effect of PEEP on COPD Ventilation   |
|       |  | (iii) Waterfall effect simulation and its effect on mechanical ventilated patients. |
|       |  | (iv) Auto PEEP Simulation and its effect on COPD                                    |
|       |  | (v) Weaning of COPD patient   |
|       |  | (vi) Effects of I:E ratios on COPD ventilation                                      |
|       |  | (vii) Simulation of dynamic hyper inflation (DHI)                                   |
|       |  | (via) How to calculate auto PEEP  |
|       |  | (ix) Simulations of high airway resistance with pressure cut off                    |
|       |  |   |
| 4.    | Covid/Non-Covid ARDS Simulation Scenarios              |   |
| 5.    | Simulation of Pressure Support Ventilation             |   |
| 6.    | Simulation of Scalars                                  |   |
| 7.    | Simulation of Cardiovascular Physiology                |   |
| 8.    | Cardiogenic Shock Simulation                           | (i) Preload and after load reduction expect   |
|       |  | (ii) Types of Cardiogenic shock   |
| 9.    | Right Ventricular failure Simulation                   | Simulation scenarios of:  |
|       |  | (i) Failure of Right Ventricle  |
|       |  | (ii) Difference between Right and left ventricle                                    |
|       |  | (iii) Pulmonary Embolism  |
|       |  | (iv) Effect of Thrombolysis on right and left heart in severe pulmonary embolism.   |
| 10.   | Septic shock Simulation                                | (i) Difference between septic and cardiogenic shock                                 |
|       |  | (ii) Simulation of fluid challenge in septic shock                                  |
|       |  | (iii) Simulation of   |
|       |  | Vasopressors/Inotropes on septic shock  |
|       |  | (iv) ABG and its management in septic shock   |
| 11.   | Hemorrhagic shock Simulation                           | (i) Simulation of bleeding patient  |
|       |  | (ii) Resuscitation Protocols  |
| 12.   | Acute Coronary Syndrome Simulation                     | (i) Anterior wall MI  |
|       |  | (ii) Inferior wall MI   |
| 6 No. | Chapter  | Topical/ methodology  |
| 13.   | Simulations of cardiac ARRHYTHMIAS                     | (i) Wide complex Tachycardia (VT, VF,)  |
|       |  | (ii) Narrow Complex Tachycardia (PSVT, AF, A Flutter)                               |
|       |  | (iii) Simulation of Brady Arrhythmias   |
| 14.   | Bronchoscopy Simulation                                | (i) Simulation of airway Anatomy  |
|       |  | (ii) Simulation of foreign body obstruction   |
|       |  | (iii) Wedging the bronchoscope  |
|       |  | (iv) How to take Bronchoalveolar lavage   |
| 15.   | Extra Corporeal Membrane Oxygenation (ECMO) Simulation | (i) Simulation Scenarios of:  |
|       |  | (ii) Cannulation practice on ECMO mannequin   |
|       |  | (iii) Simulation of VV ECMO   |
|       |  | (iv) Hypoxemia on VV ECMO   |

|  |  |                             |
|--|--|-----------------------------|
|  |  |                             |
|  |  | (v) Hypovolemia on VV ECMO  |
|  |  | (vi) CPR in VV ECMO         |
|  |  | (vii) Simulation of VA ECMO |
|  |  | (viii) Weaning from ECMO    |

### **Training Duration-**

3 Months (It's a hybrid course which consist on two and a half months of theory and 15 days of contact program/physical training)

- two and a half months of theory Virtual Lectures, Theoretical Modules weekly question and answer discussion
- Contact Program at the end of the course for 15 Days at a reputed Institute.

### **Assessment Pattern**

- Once in every week faculty interaction (Online).
- Monthly student's assessment on modules.

### **Final assessment in the form of:**

- Theoretical exam in the form of MCQs and Short answer type questions.
- Practical assessment on long case and short case based scenarios.
- Analysis of Log books.

## **I. SCOPE OF EXPANSION**

1. **Start with 07 new GMCs with 6-12 bedded Tele-ICUs and expand in the next phase.**
2. As the ICUs are 6-12 bedded units & are of Levels I, II & III, so we can have:-
  - i. 06-12 bedded level III(b) Tele-ICUs in 07 New GMCs &
  - ii. 06 bedded level II Tele-ICUs in 02 Divisional Hostels under both Directorates of Health i.e., DH Gandhi Nager Jammu & JLN Hospital Srinager as these 02 hospitals will ease out the pressure on the two GMCs of Jammu and Srinager and also that of SKIMS Soura Srinager,
  - iii. 06 bedded level II Tele-ICUs in difficult hospitals of Kulgam, Bandipore, Poonch & Kishtwar.
  - iv. Once any of the New-GMCs attains stability in staff position these Tele-ICUs can be relocated to more Hospitals like Shopian, Reasi, Kupwara, Sopore, Basoli & Pulwama.
  - v. The cost /RoP deviation on account of VIII(2) can be projected in the supplementary PIP.

***All the details above are indicative only, which may be increased or decreased as per the requirement of the GMCs.***

## Qualification Parameters

The bidder has to provide sufficient No. of following categories of human resources:

### **Manpower Requirement:**

The Selected agency will have to deploy adequate manpower for the purpose of operating and running the Tele-ICU Services. In this regard, the following manpower has to be deployed as per the scope defined:

- a. **Critical Care Specialists (Intensivists):** MBBS and MD in Internal Medicine/ Pulmonary/Medicine/Anesthesia with 4 (four) years of relevant experience in the area of Critical Care and other specialty related capacity building. They should have completed at least one Fellowship in Critical Care Medicine (IDCCM, IFCCM, FNB), DM Critical Care Medicine.
- b. **Medical Officers:** MBBS
- c. **Nursing Staff:** B.Sc. Nursing, with experience of working in critical care services for minimum of 2 years. Preference to be given if M.Sc qualification.
- d. **Project Manager:** MBA/MHA with more than of relevant experience 2 years.
- e. **Network & System Administrator :** BE/ B. Tech with more than 2 Years of relevant experience.
- f. **Dietician:** Degree in nutrition sciences from a recognized institute.
- g. **Orderlies:** 12<sup>th</sup> class passes.
- h. **Security:** 12<sup>th</sup> class pass

The Clinical staff MUST necessarily have a proficiency and good command over the Hindi Language, written as well as verbal, in order to effectively communicate with the deployed staff in the remote tele-ICU settings.

- Prior experience of working with Tele-ICU Service Providers is required for the deployed Clinical staff including Intensivists and Nursing Staff.
- All the staff in the spokes should have received requisite vaccination.
- All the staff in the spokes should be having medical fitness certificates at the time of joining.
- All the staff recruited in the hubs should preferably be locals. This to avoid attrition.
- The successful bidder shall take the measures to avoid attrition & keep HR availability at all the times to provide un-interrupted services.

### **Note:**

- Additional number of doctors may be added to the list in future based on the need. If there are any cost implications, the same may be mutually agreed upon and the services would be provided on the same quote as provided in the financial proposal.
- The clinical staff and other specialist consultants appointed by the service provider must possess the minimum qualifications as specified above. The successful agency shall submit the certified copy of certificates and credentials of all individual human resources, before commencement of any center, to the concerned GMCs for verification.

- That the Intensivists and medical staff are registered with MCI or State Medical Council / Nursing Council, whichever applicable under rules and this should be substantiated by the bidder by providing the copies of board certificates and the certificates.

## **Eligibility Requirements**

Bidder can be a Company (Bidding Company) or a Registered Society or Trust (Registered). Short listing of Bidder will be based on meeting the Qualification Requirements as specified below:-

### **Who are Eligible for Participation**

- Companies incorporated under the Company's Act, 1956 are eligible on standalone basis.
- A foreign company can also participate on standalone basis. But before signing the agreement it will have to form an Indian Company registered under the Company Act, 1956.
- Bidder should have ability to train the personnel to be employed for implementation of the project.
- Societies registered under Societies Act as well as Income Tax Act, 1961.
- Trust formed under relevant laws.
- **Consortium up to three members is allowed.**
- The key personnel, as given by the bidder in the technical proposal should not change during the tenure of the contract, without prior approval of the JKMSCL.

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

## Eligibility Criteria:

### Pre-Qualification Criteria

The minimum pre-qualification criteria ("**Pre-Qualification Criteria**") for a Bidder to qualify for Technical Proposal evaluation are listed below:

| S. No | Basic Requirement            | Specific Requirements   | Documents Required  |
|-------|------------------------------|---|---|
| 1     | <b>Legal Entity</b>          | <p>The Bidder(s) interested in participating in the Selection process must be a duly registered legal entity in India, under any one of the following categories:</p> <ul style="list-style-type: none"> <li>a Limited Liability Partnership ("<b>LLP</b>") registered under the LLP Act, 2008;</li> <li>An Indian Company ("<b>Company</b>") registered under the Companies Act, 1956/ 2013;</li> <li>Societies registered under Societies Registration Act 1860, or Indian Trusts Act 1882</li> </ul> <p>The Bidder (in case of Consortium shall mean each of the partners including the lead partner) should be an established entity under Companies Act 1956/2013 or Societies registered under Societies Registration Act 1860, or Indian Trusts Act 1882.</p> <p>Bidders having past experience (submitted for qualification under this RFP) in Consortium/JV are eligible to bid for this tender as a sole bidder or in consortium, /JV, provided that the bidder has performed the role of lead member having overall responsibility in the previous consortium/JV, in any State/ UT of India.</p> | <p>Registration documents of the Bidder as a duly registered legal entity in India along with:</p> <ul style="list-style-type: none"> <li>• Details of Board of Director/ Managing Director/ CEO/ Managing Committee members.</li> <li>• Memorandum of Articles/ Registrar of Company (ROC).</li> <li>• PAN Card of the Organization.</li> <li>• GST certificate.</li> <li>• Any other supporting document, as required</li> </ul> <p>For Society/ Trust- Certificate issued under Societies Registration Act 1860/ Indian Trust Act 1882.</p> <p>In the case of consortium, apart from the above certificate to be provided by each of the partners, the consortium shall also submit:</p> <ol style="list-style-type: none"> <li>1. Board resolutions for individual partner(s) including lead partner in the consortium.</li> <li>2. Memorandum of Understanding (MoU) -Consortium.</li> </ol> |
| 2     | <b>Existence of the firm</b> | <p>The Bidder should have experience in providing Dedicated Tele-ICU &amp; Critical Care Training services for at <b>least last (three) Financial Years (i.e. 2021-22, 2022-23 &amp; 2023-24)</b></p>   | <p>Registration document showing incorporation of the Bidder</p>  |

|    |   |  |   |
|----|---|--|---|
| 3  | <b>Work Experience based on number of ICU Beds managed and participants Trained</b> | <p>The Bidder should have an experience of running 600 ICU beds for a minimum cumulative of <b>last 03 years (Three Years)</b></p> <p>In case of consortium, the lead partner in the consortium must have experience in Operations of 300 ICU beds for a minimum cumulative of <b>last 03 years (Three Years)</b></p> <p>While other partner must have experience in Operations and Management of at least 100 ICU beds with for a minimum cumulative of <b>last 03 years (Three Years)</b></p>  | <p>Contract/Agreement/Work Orders/ /Appreciation letters from client(s) that clearly state the details of the scope of work, date of commencement and all other essential details of the contract including number of ICU beds managed.</p> <p>Note: The Department reserves rights to seek all or any other supporting documents to substantiate the eligibility of the bidder.</p> <p>Preference shall be given to the bidder with experience of working in Govt. Sector.</p> |
| 4  | <b>Work Experience based on number of participants trained</b>                      | <p>The Bidder should have an experience of providing training in the area of critical care management* for a minimum cumulative of <b>3000 (Three thousand)</b> personnel* for a minimum cumulative of <b>last 03 years (Three Years)</b></p> <p>In case of consortium, the lead partner in the consortium must have of providing training in the area of critical care management* for a minimum cumulative of <b>1500 (One thousand five hundred)</b> personnel* for a minimum cumulative of <b>last 03 years (Three Years)</b>.</p> <p>While other partner must have experience in the area of critical care management for a minimum cumulative of <b>500 (Five hundred)</b> personnel for a minimum cumulative of <b>last 03 years (Three Years)</b>.</p> | <p>Contract/Agreement/Work Orders/ /Appreciation letters from client(s) that clearly state the details of the scope of work, date of commencement and all other essential details of the contract including number of participants trained.</p>   |
| 5  | <b>Government experience for Tele-ICU Services</b>                                  | <p>Preference shall be given to the bidder with experience of working in Govt. Sector during the <b>last 03 years</b></p>  | <p>Contract/ Agreement/ Work Orders/ /Appreciation letter/Bills from client that clearly state the details of the scope of work, date of commencement and all other essential details of the contract.</p>  |
| 6. | <b>Government experience for Critical Care Training</b>                             | <p>Preference shall be given to the bidder with experience of working in Govt. Sector during the <b>last 03 (Three) Years</b></p>  | <p>Contract/ Agreement/ Work Orders/ /Appreciation letter/Bills from client that clearly state the details of the scope of work, date of commencement and all other essential details of the contract.</p>  |

|     |                                |  |  |
|-----|--------------------------------|--|--|
| 7.  | <b>Training Infrastructure</b> | The bidder should have in-house simulators for Critical Care training – <b>Simulator for Mechanical ventilation (X- Lung)</b><br>-Hemodynamic Simulator (HARVI)<br>-Airway Simulator<br>-ECMO Simulator<br>-Bronchoscopy Simulator<br>-BLS & ACLS Simulator  | Declaration on letterhead along with specification of Simulator.   |
| 8.  | <b>Training Faculty</b>        | The bidder should have at least two faculty who are Certified Simulation Instructors and have completed <b>EuSim Simulator</b> instructor course Level-1.  | Valid certificate should be submitted  |
| 9.  | <b>Manpower</b>                | The Bidder should have engaged and have the following personnel on-roll at the time of Proposal submission:<br><b>A minimum of 10(ten) Critical Care with 4 (four) years of relevant experience in the area of Critical Care and other specialty related capacity building. They should have completed at least one Fellowship in Critical Care Medicine (IDCCM, IFCCM, FNB), DM Critical Care Medicine.</b>   | Record of employment on the organization's letterhead attested by the designated official.   |
| 10. | <b>Certificate</b>             | The bidder must have valid <b>ISO 9001:2015 Certification</b>  | Valid copy of certificate should be attached   |
| 11. | <b>Net Worth</b>               | The Bidder(s) should have a positive net worth in the <b>last 3 (three) Financial Years(i.e., 2021-22, and 2022-23, 2023-24)</b>   | Certificate from statutory auditor and Audited Financial Statements shall be submitted by the Bidder for the stated financial years.<br><br>Bidder can submit unaudited financial statements certified by a statutory auditor for Financial Year 2023-24 in case Audited Financial Statements are unavailable. |
| 12. | <b>Average Annual Turnover</b> | The Bidder(s) should have an average annual financial turnover of last <b>three financial years not less than 10.00 Crores</b><br><br>In case of consortium, the bidder must have minimum average annual turnover of INR 10 Crores during the financial years FY 2021-22, FY 2022-23 and FY 2023-24, in which the lead partner of the consortium must have at least minimum annual average turnover of INR 05 Crore. However, the cumulative total minimum average | Self-attested copies of the below documents for concerned financial years:<br><br>1. Turnover certificate issued by Chartered Accountant (must have Membership No., UDIN No. & Date) certifying the turnover.  |



|     |                          |   |   |
|-----|--------------------------|---|---|
|     |                          | annual turnover of consortium members jointly must be Rs. 10 Crores.  |   |
| 13. | <b>Blacklisting</b>      | The Bidder(s) shall not have been debarred / blacklisted by and/or any Central Govt. /State Govt. / Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government and till completion of the Selection Process under this RFP | Undertaking to be submitted on a non-judicial stamp paper |
| 14. | <b>Pending Petitions</b> | The Bidder(s) shall inform of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.   | Undertaking to be submitted on a non-judicial stamp paper |

**Note:**

For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees value shall be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidder's banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

(If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account).

The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/ question in writing at least a week before the Pre-Bid Conference.

**Award of Contract**

The JKMSCL reserves the right to reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

## Evaluation of Proposals/Financial Bid

### Technical proposal

Technical proposal should indicate the following:

- Methodology proposed for implementing the scheme,
- Technology solution

### Financial Proposal

**Part A: Capex** = It comprises of:-

| S. No. | Fixed Capex/Installation Onetime                   |                                       |
|--------|--|---------------------------------------|
| A(1).  | Hardware + Software Installation                   | (Refer Clause Scope & Specifications) |
| B(I)   | Training Of 05 Doctors And 20 Nurses ( 25 Persons) | (Refer - as per Course Curriculum)    |

**Part B: OPEX** = It comprises of

| II   | Operation/Opex Cost                                |  |
|--|--|--|
| A  | Tele/Remote Consultation Component (For 12 Months) |  |
| B  | Doctors/GDMOs (5x12 Months)                        |  |
| C  | Nurses (20x12 Months)                              |  |
| D  | Physiotherapist (1x12 Months)                      |  |
| E  | Outsourced Orderlies (4x12 Months)                 |  |
| F  | Outsourced Security (4x12 Months)                  |  |
| <b>The L1 shall be ascertained on the basis of :</b> |  |  |
|  | 1 <sup>st</sup> Year Annual Cost (Capex + Opex)    |  |
|  | Subsequent Year Cost (OPEX)                        |  |

### Note:

1. The Cumulative Rates for 1<sup>st</sup> year (Cost per annual –OPEX + CAPEX) shall be considered for evaluating/ascertaining L1.
2. **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.**
3. **Number of Beds are indicative and may substantively increase or decrease during the contract period.**

**Bid Validity period**

The Proposal shall remain valid for 180 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.

**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 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 thereof.

**“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 precedents 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, lightening, 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(s) for setup, establishment and operationalization of Tele- ICUs”.

***“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 in the 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.<br>Lakhs(Rs.) | Financial Years | Turnover in |
|-----------------------|-----------------|-------------|
| 1.                    | 2021-22         |             |
| 2.                    | 2022-23         |             |
| 3.                    | 2023-24         |             |
|                       | Total<br>Lakhs  | - _____     |

Average gross annual turnover  
Lakhs

\_\_\_\_\_

Note :

1. The turnover shall be considered for 2024-45, if supported with Audited Balance Sheets.
2. 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.
3. The turnover should be supported by the balance sheets of the respective years.
4. The Certificate issued by Taxation Department shall also be considered for turn over certification.
5. **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 |  |
| 2021-22        |   |                    |                     |                                |        |  |
| 2022-23        |   |                    |                     |                                |        |  |
| 2023-24        |   |                    |                     |                                |        |  |

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. Firm should have market standing of providing similar services in last three financial years.(If applicable)
3. 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.10.00 Lakhs  
(Rupees Ten Lakhs 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 ive 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 to 14 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 send duly completed in all respect along with the amount as mentioned above failing 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 15 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. CMC format, if applicable  
Any other

Managing Director  
Jammu and Kashmir Medical Supplies Corporation Limited



## **Annexure-L**

### **Agreement**

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 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 M D NHM (1<sup>st</sup> Party) enter into this Agreement with (2<sup>nd</sup> Party \_\_\_\_\_) having its registered Office \_\_\_\_\_)

#### **Scope of Work:**

The operations & the Human Resource (HR) component shall be on PPP mode through a vendor selected by the way of tendering. The selected vendor shall be responsible, under the supervision & direct control of GMC authorities for running these Tele ICU :

- i) To run these ICUS on Hub & Spoke Model. The hub shall be a command Centre manned with senior consultants Intensivists, Junior consultant Intensivists, ICU trained Nurses. The spokes shall be in 07 New GMCS where the vendor will provide ICU trained GDMOS, Nurses, and Technicians & Orderlies. The spokes shall be of 12 beds in the new in the 07 New GMCS. At one bed with pediatric ventilator should be in place in the ICU.
- ii) To ensure the requisite & certified trainings of all the staff mentioned above before the start of these e-ICU services.
- iii) To ensure operations of these e-ICUS as per the applicable ISCCM guidelines & NOAS ICU Checklist.
- iv) All the Medico Legal responsibility shall be of the selected vendor.
- v) To allow & support the institutional UG 8 PG teaching & research in these ICUS.
- vi) responsible for maintaining all applicable qualitative critical parameters, indicators including HAIS, ALOS, ICU morbidity and mortality and in bound & out bound referral indicators to international level and standards as per the latest scientific norms in vogue.
- vii) The infection control and quality control inside these ICUS. The timely and advance supplies for infection control shall be responsibility of the MS of the GMC. The maintenance of all the infection control measure shall be the responsibility of the vendor.
- viii) Further that all the hardware, software & internet connectivity at and in between Hub & Spoke shall also be the responsibility of the vendor. This shall be ensured by the vendor to be running on real time basis between hub & spokes.
- ix) Responsible for maintaining the clinical records of the patients and all other relevant records in digitalized form & shall share the same on day to day basis with the GMCS. The vendor shall handover all the hardware, software and records to the GMC at the end of the contract then only the final payment shall be made to vendor.
- x) Maintain strict confidentiality of all the clinical records.
- xi) Maintain strict cyber security.

- xii) The senior consultants with junior consultants shall conduct morning & evening virtual clinical rounds and decide treatment protocol of the patients from the command centre which shall also be attended by the teams of GDMOS & staff nurses in the spoke. Junior Intensivists shall be 24x7 roster duties in the hubs, senior consultants shall be on call 24x7. The clinical specialists of the GMCS shall also conduct the rounds for the patients admitted from their units in the e-ICUS. Vendors shall ensure that any treatment ordered at any time shall be immediately maintained in digitalized form.
- xiii) To ensure the use of AI in the best interest of patient care as per prevailing National & International protocols.
- xiv) The GMC shall install all the requisite fire prevention & fighting equipment & systems in these ICUS. Day to day maintenance of the same shall be the responsibility of the vendor.
- xv) Ensure all the patient safety measures in place.
- xvi) Ensure adequate progressive patient care of the ICU patients in coordination with the concerned HOD of clinical specialties on the day to day basis.
- xvii) Ensure STGS in place.
- xviii) Shall prevent and manage any complication of the ICU stay of the admitted patients.
- xix) Assist the GMC in shifting patients requiring shifting to e-ICUs from various hospital areas from time to time.
- xx) Adhere to proper admission & discharge policy
- xxi) Adhere to instructions regarding the e-ICUs of GMC Administration & MD, NHM, J&K from time to time.
- xxii) The private vendor shall maintain/create a dashboard showing the bed occupancy position in real time which shall be updated twice a day, in the morning and in the evening.

#### **Capex & Opex**

|           | <b>PER ICU COST OF 12 BEDDED ICUs</b>              |
|-----------|--|
| <b>I</b>  | <b>Fixed Capex/Installation Onetime</b>            |
| A         | Hardware + Software Installation                   |
| B         | Training Of 05 Doctors And 20 Nurses ( 25 Persons) |
|           |  |
| <b>II</b> | <b>Operation/Opex Cost</b>                         |
| A         | Tele/Remote Consultation Component (12 Months)     |
| B         | Doctors/Gdmos (5x12 Months)                        |
| C         | Nurses (20x12 Months)                              |
| D         | Physiotherapist(01x12 months)                      |
| E         | Outsource Orderlies (4x12 Months)                  |
| F         | Outsource Security (4x12 Months)                   |
|           | 1st Year Annual Cost (Capex + Opex)                |
|           | Subsequent Year Cost (OPEX)                        |

#### **Performance Security:**

5% of 1<sup>st</sup> year operational cost in the form of Bank Guarantee and to be valid upto six months after date of expiry of contract period.

#### **Agreement Period:**

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 five years, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department, J&K shall be final and binding.

**Forfeiture of Earnest Money:**

The earnest money shall be forfeited when the bidder:

- 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. Fails to submit samples of quoted item on demand or extended time by competent authority.
- vi. 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:**

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.

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.

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.

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.

The purchase/work orders shall only be placed after deposition of appropriate amount of Security Deposit (SD) and its adjustment orders by the Corporation.

The department will pay no interest on security deposit/Earnest money deposit.

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 NHM 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, MD NHM 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. The validity of rate contract under this agreement shall be initially for a period of two years from the last day of the month of agreement execution,

which may be further extendable by another one year based on the past performance of the initial contract.

**Work Orders:**

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.

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

**Terms of Payment:**

1. **Payments shall be paid centrally from the JKMSCL Corporate office.**
2. No advance payments shall be made to the approved bidder.
3. **Payment in respect of operational expenses shall be released immediately on submission of invoices on monthly basis based on performance evaluation reports from Principals, HoDs of Anaesthesia & Medical Supdt. & of the concerned Hospitals.**
4. Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
5. 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 ordinary 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 inspection at random basis.

**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 packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge 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. If the prices of item found same from two or more bidders then the bidder scoring highest combined score shall be awarded the work. In case the scores also being equal, the successful bidder shall be selected in the following order of precedence - a) having highest average annual turnover in last 3 financial years, b) bidder having highest net-worth in last financial year or c) bidder with highest manpower on roll.
- 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.

#### **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.

#### **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.

#### **Role and Responsibility of Successful Bidder**

##### **Responsibilities of the Bidder**

- i. To ensure that there shall be no discontinuation/ interruption in the services.
- ii. Reporting and maintenance of the database that is generated through operation, maintenance and management. To maintain records and submit various reports and information within the stipulated timeframe to the respective GMCs.

- iii. Training and Deployment of adequate qualified personnel as per requirement of the project.
- iv. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- v. Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices.
- vi. In respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government's legitimate interests in any dealing with the contracts.
- vii. Shall not accept for his own benefit any commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
- viii. Bidder is required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government.
- ix. Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/ recruited/ appointed shall be exclusively on the pay rolls of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. Bidder shall not assign or sublet his contract or any substantial part thereof to any agency.
- x. The bidder shall be fully responsible for adhering to the provisions of various laws applicable on them including **Labour laws and Minimum Wages Act**. In case the bidder fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- xi. Ensuring proper and timely monitoring of the services.
- xii. Selected bidder shall ensure that the ownership of Government of Jammu and Kashmir in assets created out of Government Fund is protected.
- xiii. Responsible for compliance of the statutory requirements under any law in force. The bidder shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.

#### **C. ROLE OF APPROVED BIDDER :**

The operations & the HR component shall be on PPP mode. The approved bidder shall be responsible, under the supervision & direct control of GMC authorities for running these Tele ICU. The scope of the work shall be as follows :

##### **i) To run these ICUs on Hub & Spoke Model.**

**The hub** shall be a command Centre manned with senior consultants Intensivists, Junior consultant Intensivists, ICU trained Nurses.

**The spokes** shall be in 07 New GMCS where the firm will provide ICU trained GDMOs, Nurses, and Technicians & Orderlies. The spokes shall be of 6-12 beds in the 07 New GMCS. At one bed with pediatric ventilator should be in place in the ICU.

- ii) To ensure the requisite & certified trainings of all the staff mentioned above before the start of these Tele/e-ICU services.
- iii) To ensure operations of these Tele/e-ICUs as per the applicable ISCCM guidelines & NOAS ICU Checklist.
- iv) ~~All the Medico Legal responsibility shall be of the selected vendor.~~
- v) To allow & support the institutional UG 8 PG teaching & research in these ICUs.

- vi) responsible for maintaining all applicable qualitative critical parameters, indicators including **HAIs, ALoS**, ICU morbidity and mortality and in bound & out bound referral indicators to international level and standards as per the latest scientific norms in vogue.
  - vii) The infection control and quality control inside these ICUs. The timely and advance supplies for infection control shall be responsibility of the MS of the GMC. The maintenance of all the infection control measure shall be the responsibility of the vendor.
  - viii) Further that all the hardware, software & internet connectivity at and in between Hub & Spoke shall also be the responsibility of the vendor. This shall be ensured by the vendor to be running on real time basis between hub & spokes with high degree of connectivity between the hub & the spokes.
  - ix) Responsible for maintaining the clinical records of the patients and all other relevant records in digitalized form & shall share the same on day to day basis with the GMCS. *The vendor shall handover all the hardware, software and records to the GMC at the end of the contract then only the final payment shall be made to vendor.*
  - x) Maintain strict confidentiality of all the clinical records.
  - xi) Maintain strict cyber security.
  - xii) The senior consultants with junior consultants of the command centre shall conduct morning & evening virtual clinical rounds and decide treatment protocol of the patients from the command centre, which shall also be attended & executed by the teams of GDMOs & staff nurses in the spoke. Junior Intensivists shall be 24x7 roster duties senior consultants shall be on call 24x7 in the hubs.
- The clinical specialists/Anesthesia teams of the GMCs shall also conduct the rounds for the patients admitted from their units in the Tele/e-ICUs. Vendors shall ensure that any treatment ordered at any time shall be immediately maintained in digitalized form.
- xiii) To ensure the use of AI in the best interest of patient care as per prevailing National & International protocols.
  - xiv) The GMCs shall install all the requisite fire prevention & fighting equipment & systems in these ICUs. Day to day maintenance of the same shall be the responsibility of the Medical Supdt of the GMCs. Any issue regarding the same by the vendor in writing shall be attended to on priority by the Hospital Administration.
  - xv) Ensure all the WHO patient safety measures & protocols in place.
  - xvi) Ensure adequate progressive patient care of the ICU patients in coordination with the concerned HOD of clinical specialties & the Medical Supdt of the GMCs on the day to day basis.
  - xvii) Ensure STGs (Standard Treatment Guidelines) in place.
  - xviii) Shall prevent and manage any complication of the ICU stay of the admitted patients.
  - xix) Assist the GMC in shifting patients needing ICU care to Tele/e-ICUs from various areas inside the hospital time to time.
  - xx) Adhere to proper admission & discharge policy
  - xxi) Adhere to instructions regarding the Tele/e-ICUs of GMC Administration & MD, NHM, J&K from time to time.
  - xxii) The private vendor shall maintain/create a dashboard showing the bed occupancy position in real time which shall be updated twice a day, in the morning and in the evening.

- The building infrastructure, requisite space, ICU beds, MGPS, machinery, equipment, diagnostics, consumables, 24x7 water supply, electricity, requisite stationary, fire safety equipment, infection control supplies & requisite diet shall be provided by the concerned GMC(s).
- Hospital Administration shall immediately replenish the drugs & consumables once their levels fall to 50%.
- The overall control of these e-ICUs shall be of the Principal of Govt. Medical College, Head of the Department, Anesthesiology & the concerned Medical Superintendent(s). The drugs and consumables shall be provided by the hospital through its supplies/PM-Jay Sehat Packages. The maintenance of the machinery/equipment, shall also be the responsibility of the concerned GMC(s) through BEMMP Programme. GMC(s) shall provide the following machinery & equipments for 12 bedded ICUS:-

| S.No. | Name of the Machinery/ Equipment |
|-------|----------------------------------|
| 1     | Bedside Monitors                 |

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|     |  |
|-----|--|
| 2.  | Monitors for HDU                             |
| 3.  | Ventilators                                  |
| 4.  | Non invasive ventilator                      |
| 5.  | Syringe Pumps                                |
| 6.  | Infusion Pumps                               |
| 7.  | Head End Pendent                             |
| 8.  | Defibrillator                                |
| 9.  | ICU Beds (Shock Proof) (Fibre) with IV Stand |
| 10. | Over Bed Tables                              |
| 11. | ABG Machine                                  |
| 12. | Crash/ Resuscitation trolley                 |
| 13. | Pulse Oxymeter (Small Units)                 |
| 14. | Freezer                                      |
| 15. | Computers                                    |
| 16. | Intermittent Leg Compressing Machine         |
| 17. | Intubating Video scope                       |
| 18. | Glucometer                                   |
| 19. | ICU Dedicated Ultrasound and Echo machine    |
| 20. | Bedside X ray reader                         |
| 21. | Spinal Board                                 |
| 22. | Ambu Mask Adult size                         |
| 23. | Ambu Mask Paediatric size                    |
| 24. | Fiberoptic Bronchoscope                      |
| 25. | O2 Concentrator                              |
| 26. | ECG machine                                  |
| 27. | Portable Ventilator                          |
| 28. | Portable X-Ray                               |

Apart from this the GMCS shall ensure set up of ISSCM level III ICUs in terms of infrastructure, machinery & equipment within 30 days from the date of publication of the final tender, as only operational part shall be outsourced through PPP mode. This shall be managed by the GMCs through the institutional funds available with them.

## 29. MONITORING:

- vi) Daily Clinicians rounds by concerned GMC concerned Clinical and anesthesia faculty.
- vii) Weekly rounds by the Medical Superintendents of the concerned GMCs.
- viii) Monthly round of the Principal GMCs.
- ix) Quarterly Review by MD NHM/Program Manager e-ICUS.
- x) Any deviation by the approved firm shall be timely acted upon by concerned GMC Administration under intimation to the MD, NHM, J&K.

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

### ii) Payment:

The payment of the setup of Hardware/software, training & operations etc. shall be funded by NHM to the concerned GMC, only after verification by Accounts Officer, HOD Anesthesia, and Medical Superintendent and duly forwarded by the Principal GMC 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 e-ICU operations as agreed upon the tender conditions.

**ii). Agreement :** The Agreement is to be made between MD NHM/Concerned GMCs and the approved bidder.



### 31. Responsibility of JKMSCL

- b. JKMSCL shall provide appropriate assistance where required.

#### Establishment, Operations and Maintenance:

During the "Agreement" Period, selected bidder shall comply with the provisions of this "Agreement", applicable Laws and applicable Permits, and conform to Good Industry Practice. The obligations of successful bidder inter-alia shall include:

- a. Providing round-the-clock response to medical emergencies as per the Performance Standards / SoP defined and forming part of the "Agreement" during normal operating conditions;
- b. Carrying out periodic preventive maintenance of the Project Facilities;
- c. Undertaking routine maintenance to ensure uninterrupted operation of the Project Facilities;
- d. Operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Facilities;
- e. Maintain, in conformity with Good Industry Practice, all hardware, software, building and furniture forming part of the Project Facilities.

#### Bio-Medical Waste Management Handling Rules:

The service provider (2<sup>nd</sup> Party) shall have to abide the Bio- Medical Waste Management Handling Rules. Any waste generated shall be handed over to concerned hospital to be disposed off as per the BMW Rules. Maintaining of log book and records shall be responsibility of successful service provider (2<sup>nd</sup> Party).

#### Termination/ Suspension of Agreement:

- a) MD NHM/GMCS 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 GMCS 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.

**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.

**Monitoring & Evaluation:**

- a) Mission Director, NHM shall be Nodal Authority as well as funding agency for the project.
- b) Govt. of J&K/ JKMSCL reserves the right to constitute any mechanism for effective monitoring and the Service Provider shall be bound to incorporate the directives with respect to the monitoring of the project.

**Saving Clauses:**

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

The failure of a 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:

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

**8 Force Majeure:**

- a. The ICU Services being emergency services, 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.

- 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 Operator including requiring deployment of manpower, in such circumstances, the Operator shall comply with such instructions and will be excused from adherence to relevant performance standards.

All other terms / conditions of the NIT not expressly mentioned in the agreement shall invariably form part of this Agreement and can be invoked as per the absolute discretion of JKMSCL.