



**STATE HEALTH SOCIETY,
NATIONAL HEALTH MISSION, J&K**

**Request for Proposal for Security Audit of
Hospital Management Information System
(HMIS), Web Based Application of National
Health Mission, J&K**

REQUEST FOR PROPOSAL (RFP)

Request for Proposal for Security Audit of Hospital Management Information System (HMIS) application of National Health Mission, J&K

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, Proposal(s) are invited from CERT-In empaneled information security auditing organizations for security audit of Hospital Management Information System (HMIS), a web-based application, developed by National Health Mission J&K through M/s Techjivaa Software Pvt. Ltd., Pune, as per Scope of Work defined in this Request for Proposal (RFP):

S. No.	Particulars	Date/ Time
1.	Name of Authority Inviting Request for Proposal (RFP)	Mission Director, National Health Mission, Jammu & Kashmir
2.	Address	Jammu Office: State Health Society, NHM, Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu – 181121 [Contact No.: 0191-2674114/2674244] Kashmir Office: Block 'A', Ground Floor, Old Secretariat, Srinagar – 190001 [Contact No.: 0194-2470486, 2477309, 2477337]
3.	Date of Issuance of RFP	13.08.2022 from 11.00 AM
4.	Website for Downloading RFP	www.jknhm.com
5.	Last Date for Submission of Response(s) to RFP	17.08.2022 upto 05.00 PM
6.	Mode of Submission of Response to RFP	e-Mail Only – mdnhmjk@gmail.com Response(s) submitted through any other mode(s), or any other e-mail ID(s) shall Not be Considered.
7.	Date of Opening of Response(s) to RFP	17.08.2022 upto 05.30 PM
8.	Seeking Clarification(s)	In view of extreme paucity of time, virtual Pre-Bid meeting for any clarification(s), is scheduled on 16.08.2022 at 03.00 PM. Interested Participants can seek Pre-Bid Meeting Link by submitting request for the same alongwith their details on e-mail ID: mdnhmjk@gmail.com

No.: SHS/NHM/J&K/Estt./1762-63

Dated: 12/08/2022

Section – I: Scope of Work

1. Security audit of Hospital Management Information System (HMIS), a web-based application, developed by National Health Mission J&K through M/s Techjivaa Software Pvt. Ltd., Pune. It is hosted on State Data Centre, through Jammu & Kashmir e-Governance Agency (JaKeGA) under the Information Technology Deptt. J&K and is accessible through link: <https://esahaj.jk.gov.in>. Installation of auditing/ testing tools, if any, for the audit purpose will be the responsibility of auditor(s). State Health Society - NHM or M/s Techjivaa Software Pvt. Ltd. will not be providing any tools for the purpose.
2. Application has to be audited to discover any vulnerabilities/ weaknesses and prioritization of various risks to this application. Application has to be audited as per CERT-in Standards and Open Web Application Security Project (OWASP) guideline, and in conformity with MeitY/ other IT Audit Guidelines issued by any other Professional Body(ies).
3. Typical issues which need to be discovered may include improper input validation, insecure direct object reference, invalidated directs and forwards, Cross-Site Scripting (XSS), Cross-Site Request Forgery (CSRF), Broken Authentication and Session Management e.g. weak passwords, weak session management, various injection flaws e.g. SQL Injection, Command Injection etc., Security Mis-Configurations well-known Platform and Component Vulnerabilities, Sensitive Data Exposure, Missing or Improper Access Control, Forceful Browsing, Form/ Hidden Field Manipulation, Insecure Use of Cryptography, Cookie Posing, Errors Triggering Sensitive Information, Leak etc.
4. Auditor will have to undertake user profiling and suggest specific access methodologies and privileges for each category of users identified in each web application.
5. Auditors will have to carry out an assessment of vulnerabilities, threats and risks that exist in this web application through Internet Vulnerability Assessment and Penetration Testing. This will include identifying remedial solutions and recommendations for implementations of the same to mitigate all identified risks, with the objective of enhancing the security of the system.
6. During security audit, if any lapse is found, same shall be reported to the State Health Society, NHM, J&K. As the application is already hosted on State Data Centre counter measures on security risk, vulnerabilities and recommended corrective actions, if required, will be undertaken by State Health Society - NHM J&K through M/s Techjivaa Software Pvt. Ltd., Pune to make the application fully secured.
7. Auditor shall submit the final audit report after the remedies/ recommendations are implemented and confirmed with retest. And hence, re-assessment/ testing may be required.
8. Auditor will have to provide all requisite support to resolve any issue(s), if raised by JaKeGA/ IT Deptt. J&K before accepting the Audit Certificate, in co-ordination with State Health Society – NHM and M/s Techjivaa Software Pvt. Ltd., Pune.

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Section – II: Technical Detail of JK-eSahaj, Web Based HMIS Application

S. No.	Parameter(s)	Description
1.	Web Application Name	JK-eSahaj – Jammu & Kashmir Electronic System for Administration of Hospital and Joint Management
2.	Brief Description of Application	This Hospital Management Information System (HMIS) is a centrally web-based application for streamlining public healthcare facilities, effective management of patients in healthcare facilities, assisting medical professionals to access relevant information relating to patients, diseases, investigations, diagnosis, etc. on real time basis for effective clinical decisions, etc. Besides providing central repository of Electronic Medical Records (EMR) of patients, it is also likely to facilitate integrated exchange of medical and health data of patients among various healthcare facilities.
3.	URL	https://esahaj.jk.gov.in
4.	Name of Organization	National Health Mission, J&K
5.	Developing Partner	M/s Techjivaa Software Pvt. Ltd. CTS, 281/1 to 281/3, Bagmar Hights, Gandhi Peth, Chinchwad, Pune – 411033
6.	Hosting Platform	Linux, Ubuntu - Ubuntu 20.04.4 LTS
7.	Application Server with Version	Server version: Apache Tomcat/9.0.65
8.	Front End Tool	Apache, Angular Code Server version: Apache/2.4.41 (Ubuntu)
9.	Back End Database	MySQL
10.	Total No. of Static Pages	0
11.	Total No. of Dynamic Pages	10+
12.	Total No. of Input Fields	60+
13.	Nature of Audit	Offsite
14.	Content Management System	Nil
15.	Payment Gateway, if any	Under Process – J&K Banks Internet Payment Gateway
16.	Authorization No. of Roles and Types of Privileges for different Roles	4
17.	Is there any API present in the application	Yes
18.	Whether application has any SMS Integration	Yes – Mobile Seva, National Mobile Governance Initiative of C-DAC
19.	Whether application has any e-Mail Integration	Email Integration - No, Outbound SMS Integration – Yes
20.	Is the Website on Intranet or Internet	Internet

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Section – III: Deliverables

1. After Testing/ Re-testing, auditor shall have to submit the following(s) –
 - a. An observation report describing discovered vulnerabilities, weaknesses, misconfigurations with recommended actions for risk mitigation
 - b. ‘Audit Certificate’, alongwith all documentations, etc. for the application as per MeitY/ other IT Audit Guidelines issued by any other Professional Body(ies) stating that the application is safe for hosting on State Data Centre of the Information Technology Department, J&K.
 - c. In addition to the Audit Certificate, as per (b) supra, Audit Report shall include, but not limited to the following(s):
 - i. Identification of auditee
 - ii. Date & location of audit
 - iii. Terms of Reference, as agreed between auditee and auditor
 - iv. Audit Plan
 - v. Explicit reference to key documents, by Date or Version, including Policy and Procedure documents, if any
 - vi. Additional mandatory, or voluntary Standards or Regulations, applicable to auditee
 - vii. Analysis of vulnerabilities and issues of concern.
 - viii. Recommendations for action
 - ix. Personnel involved in audit, clearly mentioning about Trainees, if any
 - x. Report shall include all ‘Unknowns’ clearly marked as ‘Unknowns’.

Section – IV: Eligibility Criteria

1. Intended Participant(s), before submitting proposal(s), shall ensure compliance to following ‘Eligibility’ criteria, failing which their proposal(s) are liable to be Rejected Outrightly:
 - a. shall be currently empaneled with CERT-In for Information Security Audit (s). List of currently empaneled auditing organization is annexed with this RFP.
 - b. must have executed minimum Ten (10) projects related to Application Security Audit in any Govt. (Central/ State/ UT) Organization/ PSU(s) in India. Work Order(s) alongwith completion certificate(s) shall have to be submitted.
 - c. including its Proprietor/ Partner(s)/ Director(s)/ Member(s), has not been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country. Self-Declaration to this effect, on Letterhead, shall have to be submitted.
 - d. shall be having valid PAN and filing ITR(s) on regular basis. Copy of PAN alongwith copy(ies) of Income Tax Return(s) for the financial year(s) – 2018-19, 2019-20 and 2020-21 shall have to be submitted.
 - e. shall be having valid GSTN and filing GST Return on regular basis. Copy of GST certificate alongwith latest GSTR – 3B shall have to be submitted.

Section- V: Submission & Evaluation of Proposal(s) and Award of Contract (AoC):

1. Submission of RFP:

Intended Participant(s), fulfilling above-mentioned Eligibility Criteria, are required to submit their Proposal(s) in response to this office RFP, and as per requirements envisaged in the Scope of Work, as follows -

- a) Self-assessed Checklist (**Annexure - I**), duly signed by the Authorized Signatory, towards compliance of eligibility criteria. If it is established that any of the participant(s) have submitted false/ mis-leading information towards its eligibility, State Health Society, NHM, J&K, besides rejecting the candidature of such participant, will also black-list such participant(s) from participating in future projects of NHM in J&K for a period of three (3) years.
- b) Authorization letter, issued by the Competent Authority, authorizing 'Authorized Signatory' to submit RFP and make communications with State Health Society, NHM, J&K in reference to instant Request for Proposal. It shall be ensured that only such Person be 'Authorized' who shall have the capacity to bind the Participating Organization, for e.g., Proprietor himself, or any Partner authorized by all other Partner(s)/ any Managerial Personnel authorized by the Board in this behalf.
- c) Detailed proposal, alongwith **Minimum Indicative Time** required for completion of Security Audit of web application. No deviation from the proposal once submitted will be permitted during the Contract Period, except which will be required in exigency and after seeking approval from the Competent Authority of Procuring Entity.
- d) **Financial Proposal, as per Annexure - IV.**
- e) Conditional Proposal(s) are liable to be 'Rejected' outrightly.
- f) **Important: Response(s) to RFP shall have to be submitted on e-Mail ID(s): misdir-nhm@jk.gov.in and mdnhmjk@gmail.com only. Such response(s) to RFP, which are addressed/ copied to any other e-mail ID(s), will be Rejected outrightly.**

2. Modification/ Substitution/ Withdrawal of Proposal(s)

Proposal(s) once submitted (uploaded), are not allowed to be modified, substituted or withdrawn by participant(s). Therefore, it is emphasized upon all the intended participant(s) that all terms & conditions of RFP should be carefully studied for successful submission of complete and comprehensive proposal. Failing to comply with any of the terms & conditions will only lead to rejection of proposal, even if it is the most competitive offer.

3. Evaluation of RFP and Award of Contract (AoC)

In view of exigency, financial proposal(s) of 'Eligible' proposal(s), supported with all the substantiating documents, shall be considered, and Contract will be awarded on following basis:

- a. Eligible participant quoting the 'Lowest', i.e., L-1 Rate.
- b. In case of 'Tie' between L-1 Rate(s), Contract will be Awarded to the Participant offering minimum lead time for completion of security audit of web application.
- c. Similarly, in case of 'Tie' between minimum lead time for completion of security audit of web application, Contract will be awarded to the participant which have

executed Highest No. of similar IT security audit projects for Central/ State/ UT Govts./ PSUs during previous five (5) years.

Section- VI: Validity of Rates and Terms of Payment

1. Rate(s) coming into force after finalization of this RFP shall remain non-negotiable and fixed during the currency of Contract.
2. Approved agency shall have to maintain the confidentiality of the application as well as audit findings and ensure that these findings are to be shared with State Health Society, NHM and M/s Techjivaa Software Pvt. Ltd. only. It has to execute Non-Disclosure Agreement with State Health Society, NHM, J&K.
3. Approved agency/ organization shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Contract to any other Service Provider/ Firm/ Company/ Agency, even if it is CERT-in empaneled agency/ organization for security audit purpose.
4. 100% payment will be made after completion of security audit and receipt of Final Security Audit Certificate, after deduction of Statutory dues/ levies, as applicable. Invoice shall have to be verified by the Nodal Officer, as well as supported by JaKeGA/ IT Deptt. J&K clearance/ acceptance.
5. Approved agency/ organization shall have to submit invoice in 'Triplicate' alongwith all documentation, inter-alia Audit Certificate, Audit Report, etc.
6. No advance payment(s), of any sort, shall be made by this office.
7. In case of any failure on part of the approved agency to complete the security audit in stipulated time, or backing out of the Contract, it shall be liable for the difference of amount which State Health Society, NHM, J&K may have to incur at higher rates than the rates contracted with approved agency. This will be in addition to other penal action(s) which this office may initiate against approved agency.

Section- VII: General Terms & Conditions

1. Intended participant(s), meeting the eligibility criteria, shall prepare and submit proposal(s) strictly in accordance with the terms & conditions set forth in this RFP by the last date and time for submission of same. Proposal(s) submitted in any other manner will not be accepted.
2. All the document(s) should be valid at the time of uploading of proposal(s), and not be expiring till submission of proposal(s) in response to RFP.
3. **In view of extreme paucity of time, virtual Pre-Bid meeting for any clarification(s), is scheduled on 16.08.2022 at 03.00 PM. Interested Participants can seek Pre-Bid Meeting Link by submitting request for the same alongwith their details on e-mail ID: mdnhmjk@gmail.com.**
4. Participant(s) are expected to examine carefully the contents of this RFP. Failure to comply with the requirements of this RFP will be at participants' own risk and make the proposal(s) non-responsive.
5. Participant (s) shall provide all the information sought under this RFP. Tendering Committee will evaluate only such proposal(s) which will found to be complete in all respects. Incomplete and/ or conditional proposals may be liable for rejection outrightly.

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

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

- a. Notwithstanding anything contained in this RFP, Proposal Inviting Authority reserves the right to accept or reject any proposal(s), or to annul the process and reject all the proposal(s), at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the proposal(s), it may, in its discretion, invite all participant(s) to submit fresh proposal(s) hereunder.
- b. The Authority reserves the right to reject any proposal(s) if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. The participant(s) does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the proposal(s).
- c. In case, it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the participant, or the participant has made material misrepresentation or has given any materially incorrect or false information, such participant shall be disqualified forthwith and notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Authority, without being liable in any manner whatsoever, to such participant and without prejudice to any other right

or remedy which the Authority may have under this RFP, the agreement or under applicable law(s).

- d. The Authority reserves the right to verify all statements, information and documents submitted by the participant(s) in response to this RFP. Any such verification or lack of such verification by the Authority shall not relieve the participant(s) of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.
8. All other issues that may come up during the course of this process shall be decided by the Mission Director, NHM, J&K and his decision shall be final and acceptable to all the concerned without any further recourse of any sort whatsoever.
9. The entire selection process shall be governed by, and construed in accordance with, the Laws of India and the Hon'ble Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this selection process.

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

I/ We have read the above terms & conditions and I/ We agree to abide myself/ ourselves by all the above terms & conditions of this Notice Inviting EoI.

In Acceptance

Sig. & Seal of the Owner/
Authorized Representative
Contact No.:
e-Mail ID:

Checklist towards Eligibility Criteria

(Duly Signed Copy To be Submitted on Letter Head of Participating Entity)

S. No.	Eligibility Criteria	Self-Declaration Response (Yes/ No)
1.	CERT-In empanelment for Information Security Auditing. Copy of Registration Certificate enclosed	
2.	Execution of minimum Ten (10) similar projects related to application security audit in any Govt. (Central/ State/ UT) Organization/ PSU(s) in India. IT security audit experience, Annexure – III, alongwith Work order(s) completion certificate(s) submitted	
3.	Self-Declaration regarding non-conviction/ not-guilty/ non-blacklisting by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country, submitted	
4.	Copy of PAN alongwith copy(ies) of Income Tax Return(s) for the financial year(s) – 2018-19, 2019-20 & 2020-21 submitted	
5.	Copy of GST certificate alongwith latest GSTR – 3B submitted	
6.	Copy of Authorization letter, issued by the Competent Authority, in favour of person signing the Proposal submitted	
7.	Duly signed financial proposal, annexure IV, submitted.	

Declaration:

I/ We, _____ (Name of Person Signing the Declaration), in my capacity as _____ (Designation of Person Signing the Declaration) _____ (Name of Bidding Entity) having its Registered Office at _____ (Address of Bidding Entity), irrevocably declare that in case any of the information furnished by us/ our organization is found to be wrong/ mis-leading at any subsequent stage(s), including the Contract Period, Mission Director, NHM, J&K, in addition to appropriate necessary action(s) available by virtue of this RFP/ Contract, against us/ our organization, will be at absolute liberty to Blacklist our organization from participating in any Project under NHM in J&K for a period of three (3) years.

In Acceptance

Sig. & Seal of the Participant/
Authorized Representative
Contact No.:
e-Mail ID:

Detail of Bidder

(to be typed on the Letter-head)

S. No.	Particulars	To be filled in by the Bidder
(1.)	Name of Participating Entity	
(a)	Date of Establishment/ Incorporation of Participating Entity	
(b)	Empanelment No. Issued by CERT- In	
(c)	PAN	
(d)	GST No.	
(e)	MSME (Udyam) Registration No.	
(2)	Office Address	
(3)	Telephone No.	
(4)	Mobile No.	
(5)	e-Mail ID	
(6)	Name of Authorized Signatory	
(a)	Designation	
(b)	Mobile No.	
(c)	e-Mail ID	
(7)	Experience in dealing with Central/ State/ UT Govts./ PSUs for similar IT security audit projects executed during previous five (5) years	Year-wise No. of similar IT security audit projects executed for Central/ State/ UT Govts./ PSUs during – <input type="checkbox"/> 2017-18 = <input type="checkbox"/> 2018-19 = <input type="checkbox"/> 2019-20 = <input type="checkbox"/> 2020-21 = <input type="checkbox"/> 2021-22 =

In Acceptance

Sig. & Seal of the Participant/
Authorized Representative

Contact No.:

e-Mail ID:

IT Security Audit Experience of Bidder

(to be typed on the Letter-head)

S. No.	Name of Govt. Deptt./ PSU	Brief Scope of Assignment	No. of Users of Application at the Time of Audit	Audit Tools Used	Security Standards Used	Date of Award of Contract (DD/ MM/ YYYY)	Date of Completion of Contract (DD/ MM/ YYYY)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

In Acceptance

Sig. & Seal of the Participant/
Authorized Representative

Contact No.:

e-Mail ID:

Financial Quote

(to be typed on the Letter-head)

S. No.	Particulars	To be filled in by the Participant
(1.)	Consolidated Price for Security Audit of JK-eSahaj, Web Based Hospital Management Information System (HMIS), of NHM, J&K (in Rs.)	
(2.)	GST (in %age)	
(3.)	GST (in Rs.)	
(4.)	Other Charges, if any, (in Rs.)	
(5.)	Total Price (in Rs.) [= 1 + 3 + 4]	
(6.)	Total Price (in Words)	

Notes:

1. Financial Quote in Annexure – IV shall contain nothing else, but Prices only.
2. Conditional Proposal(s)/ Quote(s) are liable to be rejected outrightly.
3. In case of any variation between Total Price mentioned in Rs. vis-à-vis in Words, least of the two shall prevail.
4. Selection shall be made from proposal(s), found 'Eligible' as per document(s)/ information submitted, on following basis:
 - a. 'Eligible participant quoting the 'Lowest', i.e., L-1 Rate.
 - b. In case of 'Tie' between L-1 Rate(s), Contract will be Awarded to the Participant offering minimum lead time for completion of security audit of web application.
 - c. Similarly, in case of 'Tie' between minimum lead time for completion of security audit of web application, Contract will be awarded to the participant which have executed Highest No. of similar IT security audit projects for Central/ State/ UT Govts./ PSUs during previous five (5) years.

In Acceptance

Sig. & Seal of the Participant/
Authorized Representative

Contact No.:

e-Mail ID:

DISCLAIMER

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

National Health Mission, J&K, does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP, or on which it 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 advisors and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by National Health Mission, J&K, to prospective participant(s) or any other person. The purpose of this RFP is to provide interested participant(s) with information to assist formulation of proposal(s)/ offer(s). The information contained in this document is selective and is subject to updation, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this document or to connect any inaccuracies therein that may be in this 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 RFP includes certain statements, estimates and targets with respect to intended procurement. Such statements, estimates and targets reflect various assumptions made by the National Health Mission, J&K, and the base information on which they are made, which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this document is, or should be relied on as, a promise, representation, or warranty. This RFP and the information contained herein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

National Health Mission, J&K, including its employees, make no representation or warranty and shall have no liability to any person, including any participant(s) 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 RFP or otherwise, including accuracy, adequacy, correctness, completeness or reliability of this document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in this process.

National Health Mission, J&K also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. National Health Mission, J&K may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

The issue of this RFP does not imply that National Health Mission, J&K is bound to select a participant or to appoint the selected participant(s), as the case may be, for procurement and National Health Mission, J&K reserves the right to reject all or any of the intended participant(s) or proposal(s) at any point to time without assigning any reason whatsoever.

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

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

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