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Phase – 1, New Delhi-110077

# राष्ट्रीय आयुर्विज्ञान आयोग

## National Medical Commission

### (Office of Secretary)

F.No. D-130024/07/2022/NMC/DMMP/028293

Date: 01<sup>st</sup> Aug, 2022

To

The Directors/ Principal/Deans  
All the Govt. / Private Medical Colleges/  
Medical Colleges of deemed universities  
All States & UTs

**Sub: Implementation of NIC Aadhaar Enabled Biometric Attendance System (AEBAS), Hospital Management System (HMS) in all medical colleges and Connecting CCTV feed to Command and Control Center at NMC.**

Dear Madam/ Sir,

I take the opportunity to convey that National Medical Commission intends to implement Aadhaar Enabled Biometric Attendance System (AEBAS) and Hospital Management System (HMS) in all medical colleges during August, 2022. It has also been decided to install 25 cameras in each Medical College as per [NMC's advisory no NMC/DS\(NMC\)/Misc/2022-406](#) dated 27 July 2022 along with sharing of live video feed with the Command and Control Center (CCC) of the Commission during August, 2022. It is requested that Nodal officer of the medical college to be nominated to implement above IT projects immediately.

2. I. Implementation of Biometric Attendance System can be used as an effective and convenient digital solution to recording the attendance of faculties, senior residents and tutors of Medical Colleges. Therefore, NMC intends to implement the **Aadhaar Enabled Biometric Attendance System (AEBAS)** developed by the National Informatics Center (NIC) in all government and private medical colleges. The on boarding procedure of Medical Colleges to AEBAS is placed at **Annexure-I**.

II. NMC has further considered the implementation of Hospital Management System (HMS) in all Medical Colleges for patient load monitoring and other parameters at hospitals attached with Medical Colleges. E-hospital software has been developed by NIC which is already running in a large number of hospitals including major government hospitals such as AIIMS Delhi, Safdarjung Hospital, Dr. RML Hospital. Registration module facilitates registration of patients at Hospital Counter and also facilitates self-registration by patients through mobile OTP, Aadhaar, ABHA ID etc. Detailed information and on boarding procedure of Medical Colleges to HMS ([manual of on boarding procedure of E-Hospital](#)) is attached herewith for ready reference. The ICT requirement for onboarding HMS and details of empaneled agency of NICS I for rollout of HMS in case of such need by medical college is given in annexure-II. For Medical Colleges who have already existing HMS, requisite details will need to be shared with through API to NMC.

3. The Commission has further desired to collect the information with regards to biometric attendance system available at the college and HMS currently available for medical college & hospitals. For this purpose, the attached Google form (<https://bit.ly/3zM1qGH>) to be filled by 04 PM on 03 Aug, 2022 without fail. Commission will be making a Whatsapp/Telegram group of deans/principals and nodal officers appointed by the MCs for FAMS (AEBAS) and HMS named 'NMC DMMP-Dean/Principals' and 'NMC DMMP-MCs Nodal Officers' for faster and better communication and coordination. It is requested to kindly do not exit that group and download Whatsapp/Telegram app on your mobiles.

4. It will be highly appreciable if the above matter is given highest priority by your institution. On behalf of the Commission, I solicit your cooperation to implement the above IT projects successfully for quality improvement of Medical Education. Joint efforts of the Medical Colleges, Departments of Medical Educations of the State/UT Governments and the Commission are imperative for smooth and effective implementation of the above mentioned systems.

5. In case you need any further information, please mail to Shri Pankaj Agrawal, Director, NMC (E-mail: [director.nmc@nmc.org.in](mailto:director.nmc@nmc.org.in)). For any technical queries you may contact Shri Tarun Kumar Goel, Senior Technical Director, NIC at ([support@nmcindia.gov.in](mailto:support@nmcindia.gov.in)).

6. Please treat this as most important and urgent.

7. This issues with the approval of chairman, NMC.

**With regards**



**(Dr. Sandhya Bhullar)**  
**Secretary**

Encl.: As above

Copy forwarded for necessary information and necessary action to:

1. The ACS/Principal Secretaries/Secretaries, Deptt. of Medical Education of all States/UTs - with a request to get AEBAS , HMS and CCTV implemented in all medical colleges during August, 2022
2. DME of all States/UTs - with a request to get AEBAS , HMS and CCTV implemented in all medical colleges during August, 2022
3. PPS to Hon'ble Chairman, NMC
4. PPS to Presidents/UGMEB, MARB, PGMEB
5. Shri Pankaj Agrawal, Director/NMC
6. Shri Tarun Kumar Goel, Senior Technical Director, NIC
7. Shri Sube Singh, Under Secretary, MARB

All Medical colleges are required to follow the steps to implement the Aadhar based attendance system for faculties:

1. Purchase and installation of STQC certified Aadhaar based wall mounted finger print based bio metric devices or use of existing Aadhaar based bio metric devices. Medical college may utilize the NICS I empaneled agencies for the said purpose. Copy of NICS I empaneled agencies is attached for ready reference. ([M/Myntra](#) & M/s [Precision](#)) This need to be completed by 10<sup>th</sup> August 2022.
2. Download & read online organization on boarding manual available on AEBAS portal specifically created for monitoring of attendance at portal specifically designed for such purpose by NMC. The details of which will be shared shortly.
3. Nominate Nodal Officer and Biometric Device Administrator (Bio-Admin in short)
4. Nodal officer would register Medical College on such portal with details of Medical College (organization) and Nodal officer of Medical College. Select National Medical Commission parent organization for AEBAS system.
5. Follow the steps to download, sign, stamp and upload form.
6. NMC would approve the registration of Medical College & Nodal Officer.
7. Direct all faculty to self-register on AEBAS portal under Medical College. Required documentation is available on AEBAS Portal.
8. Nodal Officer of Medical College would login on AEBAS portal to check & verify self-registered faculty/employee. Nodal officer would accept them as faculty of Medical College.
9. Nodal officer & Biometric Device Administrative (Bio-Admin) would activate the device following defined process.
10. Marking of faculty attendance to be started with any AEBAS on boarded device.
11. Nodal officer for Medical College would create other users for monitoring & other requirements.
12. Nodal Officer would monitor the attendance through large no. of reports & graphs available on AEBAS portal.
13. Medical College would take all necessary action to ensure timely compliance by 31/08/2022.

**A. ICT requirement for rollout of HMS**

<b>Initial ICT Requirements</b>			
<b>#</b>	<b>Item</b>	<b>Qty</b>	<b>Remarks</b>
1	Personal Computer	1 for each user/counter	
2	Printer	1 for each counter	Wherever Printing is to be done
3	Local Area Network	Assessment of points required	
4	Internet Connectivity	2	Dual connectivity is preferred. However 20 mpbs leased line based stable connectivity is required initially.
5	Bar Code Printers	As per requirements	
6	Bar Code Scanner	As per requirements	
7	UPS	Either Centralized or with each PC as per requirements	

**Note: 80-100 Patients per counter per hour can be served as per past experiences, therefore provision OPD counters accordingly.**

**B. List of details of empaneled agency of NICS I for rollout of HMS in medical college**

<b>Region</b>	<b>States</b>
1	
2	Arunanchal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura
3	A&N Islands, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana
4	Haryana, Himanchal Pradesh, Punjab, Chandigarh
5	
6	Chhattisgarh, Goa, Madhya Pradesh, Maharashtra
7	Gujarat, Rajasthan
8	
9	Delhi, Utrakhand, Uttar Pradesh

<b>S.No.</b>	<b>Vendor Name</b>	<b>Region</b>
1.	Outworks Solutions Pvt. Ltd.	4, 6
2.	Dev Information Technology Limited	7, 9, 3, 6
3.	Prakhar Software Solutions Pvt. Ltd.	2, 3, 6, 7, 9
4.	Luminous Infoways Pvt. Ltd.	2, 7
5.	Pioneer E Solutions Pvt. Ltd.	2, 3, 4, 6, 9
6.	SRIT India Pvt. Ltd.	2, 3, 4, 6, 7, 9
7.	Silver Touch Technologies Ltd.	7, 9
8.	Net Creative Mind Solutions Pvt. Ltd.	4

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वेबसाइट/ Website : [www.nmc.org.in](http://www.nmc.org.in)

पॉकेट -14, सेक्टर-8, द्वारका,

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Pocket- 14, Sector- 8,Dwarka,  
Phase - 1, New Delhi-110077

राष्ट्रीयआयुर्विज्ञानआयोग  
National Medical Commission  
(Administration Section)

File No. NMC/DS(NMC)/Misc/2022-406

Dated the 27<sup>th</sup> July, 2022

**ADVISORY**

Sub:- To install cameras in Medical Colleges - Regarding.

All Medical Colleges and Institutions are hereby advised to install cameras in their institute premises at the following prescribed places with suggested numbers of cameras:-

Sr. No.	Prescribed Places for Camera Installation	Prescribed Numbers of Cameras to be installed
1	Main Entrance of the Hospital & College	1
2	Patient Registration Counter	2
3	OPDs (depending upon number of OPDs in the college); It should cover the Medicine OPD, Surgical OPD, Gynaecological OPD, Paediatrics OPD, Ortho OPD etc.	5
4	Pre anesthesia area and recovery area in the operation theatre complex	2
5	Faculty Lounge and Attendance marking area	2
6	All 5 Lecture Theatres	5
7	Anatomy Dissection Hall	1
8	Physiology Lab/Bio Chemistry UG Labs	2
9	Patho and Micro Biology Labs	2
10	Pharmacology Lab	1
11	Patient Attendant waiting area	1
12	Emergency and Casualty Ward	1
	Total	25

2. Suggesting specifications of the cameras to be installed are as under:-

- DVR with High Procession Power, with networking for remote accessibility, recommended with 16 channels
- CCTV cameras with 4K resolution

(Dr. Suresh Chandra Sharma)  
Chairman, NMC

27.7.2022

# **User Manual**

## **NextGen eHospital**

### **Onboarding Module**

DOCUMENT RELEASE NOTE:

Onboarding Module

Version	1.0
Date of Release	01 October, 2021
Department	eHospital and ORS Division, NIC

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9. Verify Nodal Officer contact details using OTP
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11. Onboarding Request Approval
12. Track Onboarding request
13. View Onboarding Request
14. View Query Raised by eHospital Administrator
15. Respond to Query Raised by eHospital Administrator

## Onboarding Module

1. Introduction: Onboarding module facilitates onboarding of new health facility. Any Health Facility intending to use NextGen eHospital application can submit onboarding requests and track its status using this module. The Detailed processes are elaborated below.
2. Open the homepage. The NextGen eHospital URL is : <https://nextgen.ehospital.nic.in>.

Following screen will appear:



### About Us

Under the Digital India initiative of the Ministry of Electronics & Information Technology, Government of India, National Informatics Centre (NIC) has developed the eHospital, e-BloodBank and ORS (Online Registration System) applications.

The eHospital application is the Hospital Management Information System (HMIS) for internal workflows and processes of hospitals. eHospital is a one-stop solution which helps in connecting patients, hospitals and doctors on a single digital platform.

nextgen.ehospital@nic.in/demo

3. For hospital onboarding click on **eHospital Onboard** Link. New onboarding request Page will appear.

The screenshot displays the 'Request for Onboarding Hospital' page. At the top, there is a dark blue header with the email 'E@hospital.gov.np' and phone number '+91-755929949'. Below this is a white navigation bar with the Ministry of Health and Family Welfare logo, the 'eHospital' logo, and links for 'New Onboarding Request', 'Track Request Status', and 'Logout'. The main content area has a dark blue title bar 'Request for Onboarding Hospital' and a progress indicator with four steps: 1. Accept Terms (active), 2. Module Requirements, 3. Health Facility Details, and 4. Officer Details. The 'Accept Terms' section is titled 'Terms and Conditions' and contains a list of bullet points: 'I have already taken the demo of eHospital Software and agree to use it as it meets our requirements.', 'I understand that ICT infrastructure (Desktops/Laptops/ Tablets, Printers, LAN, Dual Internet Connectivity etc.) Technical and Operational Manpower will be provided by the hospital.', 'I understand that eHospital is a cloud based application, offered on AS-IS basis.', and 'No hospital specific requirement will be included in the eHospital Application, new releases will be provided for generic requirements across hospitals.' Below the list is a checkbox labeled 'I have read and agree to the Terms and Conditions' which is currently unchecked. A 'Next' button is positioned below the checkbox. At the bottom left, a small note reads: '\*For demonstration of eHospital application, please contact nearest NC eHospital State Coordinator/ District Informatics Officer'.

4. Read and Accept Terms and Conditions.

## 5. Select required Modules

The screenshot displays the 'Request for Onboarding Hospital' web application. At the top, a dark blue header contains the email 'e-hospital@gov.in' and the phone number '+91-766609543'. Below this, the Ministry of Health and Family Welfare logo and the 'e-Hospital' logo are visible on the left, while navigation links for 'New Onboarding Request', 'Track Request Status', and 'Home' are on the right. The main content area features a progress bar with four steps: '1 Accept Terms', '2 Module Requirements', '3 Health Facility Details', and '4 Officer Details'. The '2 Module Requirements' step is currently active. The 'Module Requirements' section contains a checkbox for 'e-Hospital (Basic)' with a sub-item '• OPD Registration and OPD Clinic'. A 'Next' button is positioned at the bottom right of the requirements list.

6. Fill Health Facility Details. Enter NIN ID.

The screenshot displays the 'Request for Onboarding Hospital' web application. At the top, there is a dark blue header with contact information: an email icon followed by 'info@hospital.gov.eg' and a phone icon followed by '+91-7850630990'. Below this is a light green navigation bar containing the 'Ministry of Health and Family Welfare' logo, the 'MediLife Hospital' logo, and three links: 'New Onboarding Request', 'Track Request Status', and 'Home'. A dark blue banner below the navigation bar reads 'Request for Onboarding Hospital'. Underneath is a progress bar with four steps: '1 Accept Terms', '2 Module Requirements', '3 Health Facility Details' (which is highlighted in blue), and '4 Officer Details'. The main content area is titled 'Health Facility Details' and contains a text input field labeled 'NIN ID \*' with a red asterisk. To the right of the input field is a grey button labeled 'Get NIN Details'. At the bottom left of the content area, there is a blue link that says 'Do not have NIN ID? Click here to get NIN ID'.

7. Health Facility Details will be auto populated using NIN ID as follows:

The screenshot displays the 'Request for Onboarding Hospital' web interface. At the top, there is a header with contact information: 'ehospital@gov.in' and '+91-7858635940'. Below this, the Ministry of Health and Family Welfare logo and the 'eHospital' logo are visible. On the right side of the header, there are links for 'New Onboarding Request', 'Track Request Status', and 'Home'. The main content area is titled 'Request for Onboarding Hospital' and features a progress bar with four steps: 1. Accept Terms, 2. Module Requirements, 3. Health Facility Details (highlighted in blue), and 4. Officer Details. The 'Health Facility Details' form contains the following fields and elements:

- NIN ID:** A text input field containing '1111147021' and a blue 'Get NIN Details' button.
- Health Facility Full Name:** A text input field containing 'Poosarpalayam'.
- Facility Type:** A dropdown menu with 'SubCentre' selected.
- State:** A dropdown menu with 'Tamil Nadu' selected.
- District:** A dropdown menu with 'Trappur' selected.
- Pin:** A text input field containing '641665'.
- Address:** A text input field containing 'HSC Poosarpalayam, 4/111 KANDIYANKOVIL ROAD'.
- Navigation:** 'Next' and 'Reset' buttons.
- Link:** A blue link that says 'Do not have NIN ID? Click here to get NIN ID'.

8. Fill details of the Head of Health Facility and nodal officer

ehospital@gov.in | +91-7859605540

Ministry of Health and Family Welfare  
Hospital

New Onboarding Request | Track Request Status | Home

### Request for Onboarding Hospital

1 Accept Terms | 2 Module Requirements | 3 Health Facility Details | 4 Officer Details

#### Details of the Head of Health Facility

Initials *	First Name*	Middle Name	Last Name
Designation *	Land-line Number	Mobile Number*	Email*

#### Details of Nodal Officer

Initials *	First Name*	Middle Name	Last Name
Designation *	Land-line Number	Mobile Number*	Email*

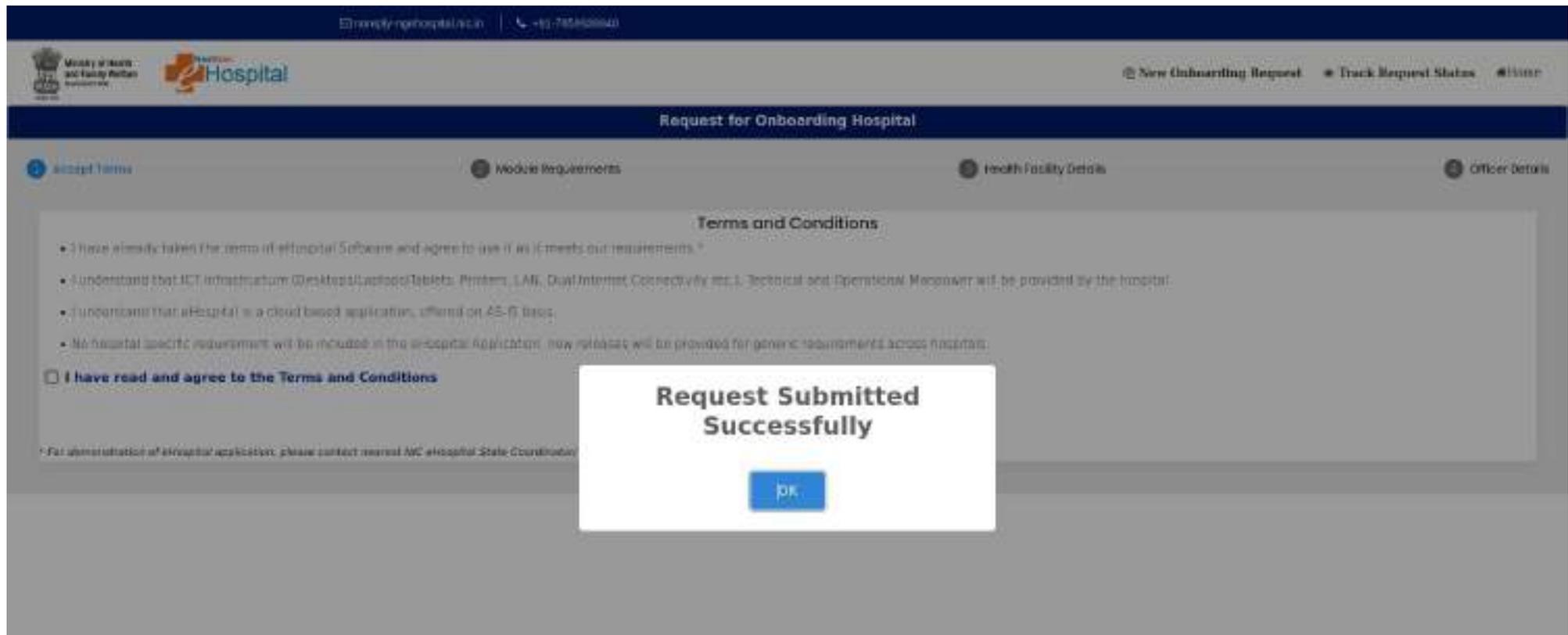
Save

9. An OTP will be sent on nodal officers mobile number and email. Verify contact details by entering OTP.

The screenshot displays the 'Request for Onboarding Hospital' web application. The page header includes the Ministry of Health and Family Welfare logo, the 'eHospital' logo, and navigation links for 'New Onboarding Request', 'Track Request Status', and 'Home'. The main content area is titled 'Request for Onboarding Hospital' and features a progress bar with four steps: '1 Accept Terms', '2 Module Requirements', '3 Health Facility Details', and '4 Officer Details'. The 'Health Facility Details' step is active, showing a form for 'Details of the Head of Health Facility'. The form contains two rows of input fields for 'First Name', 'Middle Name', 'Last Name', 'Designation', 'Land-line Number', and 'Mobile Number'. A modal window titled 'OTP Verification' is overlaid on the form, displaying the received OTP '562834' and buttons for 'Resend OTP', 'Verify OTP', and 'Cancel'.

Details of the Head of Health Facility			
Initial *	First Name *	Middle Name	Last Name
Dr.	krishna		
Designation *	Land-line Number	Mobile Number *	Email *
Director		9293224234	test@nic.in
Initial *	First Name *	Middle Name	Last Name
Dr.	Naven		Kumar
Designation *	Land-line Number	Mobile Number *	Email *
Director			testNodal@nic.in

10. On successful submission of request, success message will be displayed.



11. The request will be approved by NextGen eHospital Admin.

12. Request status can be tracked by clicking on Track Request Status Link. After verifying otp sent on mobile number provided by nodal officer during form submission, following screen will appear displaying request status.



Track Onboarding status			
Health Facility Name	Health Facility Type	Request Date	Status
Poozariyokkayam	SubCentre	22-09-2022	Under process

13. Onboarding Request Form details can be viewed by clicking on Health Facility name.




[New Onboarding Request](#)
[Track Request Status](#)
[Home](#)

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**Track Onboarding status**

Health Facility Name	Health Facility Type	Request Date	Status
Poozharipalayam	SubCentre	23-09-2023	Under process

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**Onboarding Request Details**

**Health Facility Details**

Health Facility Display Name :	Poozharipalayam	Facility Type :	Subcentre
Ownership Type :	Address :	Hec Poozharipalayam, 6/11 Kandiyanankal Road, Thrippuzhamil Moolam, 64366	

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**Details of the Head of Health Facility**

Officer Name :	Dr. Krishna	Designation :	Director
Mobile No. :	929524024	Email :	185290@n

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**Details of Model Officer**

Officer Name :	Dr. Naveen Kumar	Designation :	Director
Mobile No. :	9942124242	Email :	185290@n

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**Modules Requested**

Modules Description :	Dpd Registration And Dpd Care		
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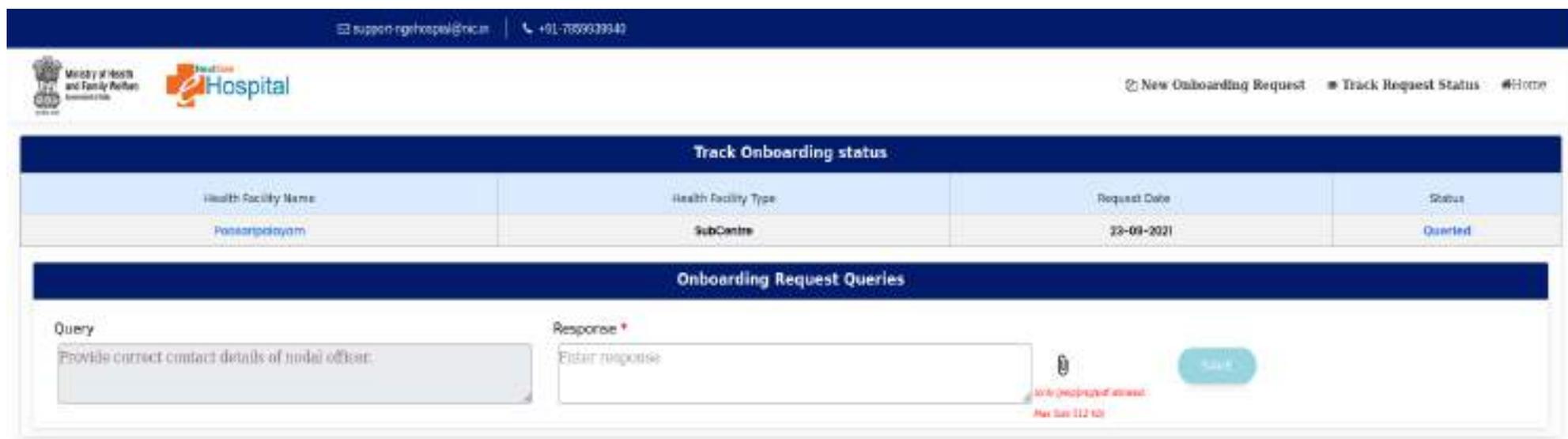
14. If a query has been raised by NextGen eHospital Administrator, Status will be displayed as Queried as shown below:



The screenshot shows the top navigation bar with contact information: support.ngehospital@nic.in and +91-7859339340. Below the navigation bar are the logos for the Ministry of Health and Family Welfare and NextGen Hospital. On the right, there are links for 'New Onboarding Request', 'Track Request Status', and 'Home'. The main content area is titled 'Track Onboarding status' and contains a table with the following data:

Health Facility Name	Health Facility Type	Request Date	Status
Ponseripalayam	SubCentre	22-09-2021	Queried

15. Query Raised can be viewed by clicking on Query link. View and respond to query.



The screenshot shows the same top navigation bar and logos as the previous image. The main content area is titled 'Onboarding Request Queries' and contains a form with two input fields: 'Query' and 'Response'. The 'Query' field contains the text 'Provide correct contact details of nodal officer.' The 'Response' field is empty and has a red asterisk next to the label. To the right of the 'Response' field is a 'Submit' button. Below the 'Response' field, there is a red warning message: 'With (max) request allowed. Max Size 112 KB'.

No. 10(18)/2017-NICSI

Date: 04/12/2019

To,

**M/s Mantra Softech (India) Pvt.Ltd**  
B-203, Shapath Hexa, Opp. Gujarat High Court,  
Serkhej-Gandhinagar Highway, Ahmedabad-380060

Kind Attn.: Mr. Uttam Singh, Mobile No. 91-9227266220  
Email id: [uttam@mantratec.com](mailto:uttam@mantratec.com)

**Subject:- Empanelment of selected Agency consequent upon finalization of Tender No. NICSI/End Point Terminal for BAS/2018/07 for Selection of Vendor for Supply and Commissioning of End Point Terminals for Biometric Attendance System (BAS).**

Dear Sir,

I am directed to refer to your letter no. nil dated 25.11.2019 acceptance for offer to match L1 rates as per Clause 5 of Annexure-2 of tender document against Tender No. NICSI/End Point Terminal for BAS/2018/07 for Selection of Vendor for Supply and Commissioning of End Point Terminals for Biometric Attendance System (BAS) and to inform that the competent authority of NICSI has decided to empanel your firm on the following terms and conditions and prices mentioned in this empanelment letter.

**Part-I**

**1. Approved Rates**

		UNITS	UNIT PRICE
<b>1. Cost of New Devices</b>			
1.1	Wall Mount Tablet	Per Device	6975.00
1.2	IRIS Scanning Devices	Per Device	3795.00
1.3	Desktop Compatible Finger Print Scanning Devices	Per Device	1650.00
<b>2. Annual AMC Cost for Existing Devices</b>			
2.1	Wall Mount Tablet	Per Device	1050.00
2.2	IRIS Scanning Devices	Per Device	600.00
2.3	Desktop Compatible Finger Print Scanning Devices	Per Device	190.00
<b>3. Annual Application Roll Out Services per location per User</b>			
3.1	0-20 Devices	Per location Per User	100.00
3.2	20-50 Devices	Per location Per User	80.00
3.3	50-100 Devices	Per location Per User	60.00
3.4	100 & Above Devices	Per location Per User	40.00

**Note:- Local Taxes (GST) will be paid extra as applicable.**

<b>Part-II</b>
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<b>INTRODUCTION</b>
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Biometric Attendance System (BAS) is a centralized system to mark attendance of all the Government employees and other registrants such as trainees, central scheme beneficiaries, students in schools/colleges, teachers, employees of public funded entities / PSU / trusts etc. which is visible on real time basis and maintained on the common attendance portal ensuring transparency and accountability. Below are the functionalities of BAS currently managed by National Informatics Center (NIC).

- i. Managing, Assessing and processing the On-boarding request received from various government organization. On-boarding request follows procedure of submitting a form online which is then assessed by the NIC helpdesk team depending upon the size of organization i.e. no. of employees to be registered on BAS system.
- ii. Creating hierarchy of the organization registered – Rights available to nodal officer appointed within the organization.
- iii. Administration rights to organization's nodal officer appointed to attendance portal who manages the BAS system administratively within the organization.
- iv. Employee Registration.
- v. Attendance marking through Tablets, Desktop Devices (finger print scanning device) and IRIS devices.
- vi. Real time authentication n.
- vii. Email and SMS service integration.
- viii. Real time MIS dashboards.
- ix. Information available on public platform.
- x. Notifications.

The existing system uses NIC Cloud services for the application and database servers at backend. Attendance marking has been facilitated through various end-point devices such as wall mount – Tablets, Desktop Devices and Iris scan machines, thus ensuring the ease of marking attendance for the employees. Through these devices, Biometric of the employee is captured and further authenticated from UIDAI via AUA/ASA servers and marked within seconds.

Subsequently, NIC also maintains centralized MIS portal and dashboard on public platform which work through the application infrastructure and the process of biometric authentication and attendance marking works through application programming interface model. The dashboard presents real time statistical information on attendance and details. Furthermore, features such as SMS & Email is also integrated through the application as an added feature.

<b>2. Scope Of Work</b>
-------------------------

The **Scope Of Work** for vendor is to provide end point terminals (Wall mounted tablets, Desktop Compatible Finger Print Scanning Devices and IRIS Scanning Devices), Application Support and AMC of the existing devices which are currently operational on



BAS platform. Vendor empanelled through this tender are required to undertake work across PAN India. Broadly, the scope of work for vendor shall be as follows:

- a) **Device Management and Commissioning:** Supply, Installation, Site Survey (if required), Maintenance, Application APK/ Patches/ Updates.

The vendor empanelled through this tender will be responsible to supply and install end point terminals as defined through this tender however the responsibility of providing internet connectivity and power will be sole responsibility of the user. After installing all the devices at the user location, it is imperative to note for vendor to ensure that the BAS application at the client end is installed on end point terminals for marking of attendance. Once installed, vendor has to provide demo to the user department regarding functionality of the devices and ensure all devices are running smoothly for attendance marking purposes. Failure to do so, penalty will be applicable as defined in this tender. Further, vendor must ensure that the devices installed are periodically checked and tested with updated version of client application. Further, the devices must be complied with all security measures as defined by UIDAI at the application level. Any problem related to hardware and software (OS and Client application) at client location will be the sole responsibility of the empanelled vendor.

The user department MAY procure SIMs of any network that suits their location, so that, even if any network or power fault happens, the tablets that they have installed in their premises may work continuously without any hassle. This portion should be the individual user department responsibility. Empanelled vendor or NICSI or NIC will NOT hold the responsibility of the working condition of SIMs that they hold or even otherwise for bill payments of those SIMs.

- b) **AMC of the existing devices-** As defined through this tender, vendor will be required to provide AMC on the existing devices installed at the user site on needful basis. It will be the responsibility of NICSI or user department to provide detailed report to vendor which will constitute details such as no. of active devices, make and model of devices installed at the user site at different locations, no. of faulty devices and organizational details. Further, depending on the situation and the requirement, vendor may have to visit the user department on needful basis as requested by NICSI. Vendor must be able to provide AMC to the all existing functional devices and provide complete support against the devices and ensure the attendance marking is operational and linked to the centralized BAS system. The faulty device need to be included in AMC and shall be repaired by the vendor on chargeable basis.

- c) **Application Roll Out services-** These type of services will be availed by such users who will be responsible to provide tablets or end point terminals at their own cost. The empanelled vendor will be responsible to provide application roll out services to such users and these services will include but not limited to:

- i. Installing client application and deployment of application on end point terminals.
- ii. Troubleshooting of issues pertaining to application software at client site.

- d) **Device Warranty:** The agency shall provide onsite comprehensive Warranty of all devices supplied for a period of 03 (three) years from the date of final acceptance of the equipment.

- e) **Warranty shall cover the below:**

- i. Upon finding any defects in the device, the user will inform the selected agency or NIC/ NICSI stating the nature of any defect. Upon receipt of such request, the selected vendor shall expeditiously repair the defective equipment or replace it with brand new genuine/ authentic ones having similar or higher specifications at no cost to the user.
  - ii. During the warranty period, the vendor shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
  - iii. During warranty period, besides service/maintenance of Hardware and System Software and all driver software upgradation, installing patches and services shall also be provided by the empanelled agency at no extra cost.
  - iv. During the term of warranty, the service/repair calls will have to be attended by the agency within 24 hours from the time of such calls. Remote support or on-call services should be provided without any further delay and if needed replacement should be done within 5 days. Failure to do so, a penalty will be charged as per the clause defined in the tender. In case of major defects requiring the defective card/item/equipment to be taken to the agency's workshop, it should be returned within a week duly repaired and an immediate substitute equipment will be provided by the agency for the smooth operation.
  - v. If the performance of any individual equipment or device fails to meet the contract specifications then the same shall be replaced by the agency free of cost during the term of the warranty period.
  - vi. The agency shall provide necessary Software updation related to devices free of cost during the warranty period and also during the period of AMC.
- f) Application Support Services:** It will be the responsibility of the vendor to ensure that all devices installed at different locations are operational and marking of attendance is done on daily basis. Once the new devices are installed, vendor must ensure that client application is installed and connected to the centralized BAS system. Any device level support will be responsibility of vendor. Further, queries received by NICSI/ NIC related to devices, installation and application support at the device level will be forwarded to the vendor directly which should be facilitated and closed within stipulated timeframe. There will be cases pertaining to queries which will be received directly from user department which has to be resolved by the vendor. Thus, vendor should have a web based call management system with ticket generation for each call or queries received from various users. The vendor shall also provide MIS dashboard with complete report on no. of queries received, tickets raised, open tickets and closed tickets. The MIS dashboard should be accessible by NICSI to monitor the SLA's during warranty/ AMC period. The Support must be provided in both languages i.e. Hindi and English. Vendor must provide atleast one toll free number to all user department for the support.
- g) Capacity Building-** Vendor must ensure hands on training to user department on portal and devices.
- h) Coordination with different stakeholders (NIC, NICSI & User department) for smooth functioning of attendance system.**



### 3. EMPANELMENT CONDITIONS

- 3.1 This empanelment will be valid up to **06.11.2022** in the first instance. It may be extended for **another year** depending upon the need of NIC / NICSI's project requirements with mutual consent.
- 3.2 All empanelled Vendors must honor all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by NICSI on behalf of its clients. Failing this, NICSI may forfeit their EMD.
- 3.3 In the event, an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 3.4 Empanelled Vendor cannot sub contract any part of scope of work under any category of the tender to any other company.
- 3.5 In case an empanelled Vendor is found in breach of any condition(s) of tender at any stage during empanelment, legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited.
- 3.6 NICSI may, at any time, terminate the empanelment by giving written notice before 30 days to the empanelled Vendor without any compensation, if the empanelled Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 3.7 In case vendor empanelled through this tender is not providing services as per SLA's defined or fails to provide services as per agreed timelines or SLA's or Terms and conditions defined in Work order/ Purchase order/ RfP document, NICSI has right to call revised financial bids from all technically qualified vendors.
- 3.8 Tender process will be over after the issue of empanelment letter to the selected vendor. Thereafter, information submitted by the participating vendors before and during the bidding process may be put by NICSI in the public domain. Competent Authority in NICSI may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information".

### 4. SECURITY DEPOSIT

In the case of the Vendor who has been selected for empanelment, the vendor must give Security Deposit for the equivalent amount of EMD. Security Deposit will be in the form of Bank Guarantee (BG) of any commercial bank drawn in the name of National Informatics Centre Services Inc, New Delhi, valid till empanelment. EMD of successful vendors will be returned after they sign letter of empanelment with NICSI and submit a security deposit of equal amount for the period of empanelment/extended empanelment. The BG will be released after the empanelment or extended empanelment or complete execution of all the purchase orders issued under this empanelment, whichever is later and thereafter the Security Deposit / BG shall be returned to the empanelled vendor without any interest. In case of default by the empanelled vendor on non-acceptance of the

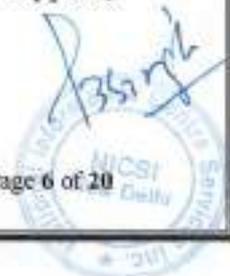
purchase orders, this Security Deposit/BG will be forfeited and empanelment will be cancelled.

Security deposit must be made in the form of Bank Guarantee equal to the EMD amount

Validity	Valid for the period of empanelment / extended empanelment. The BG will be released after the empanelment or execution of all pending Purchase Orders, whichever is later
Instrument	One single deposit in the form of Bank Guarantee
Amount	Equal to EMD amount

#### 5. PAYMENT TERMS

- 5.1 The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) in the name of National Informatics Centre Services Incorporated, New Delhi along with relevant supporting documents. Payment will be made only upon submission of the Bill along with all the completed documents. An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.
- 5.2 Payment shall be done as per Payment Terms for Delivery of Devices.
- 5.3 Payments shall be subject to deductions of any amount for which the supplier is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules
- 5.4 Any delay beyond the delivery and installation schedule as per purchase order will render the Vendor liable for penalty at the rate as mentioned in this tender document.
- 5.5 Penalty will also be charged in case of failure in providing Maintenance support during warranty period.
- 5.6 In case the submission of bills to NICSI, along with the necessary documents, is delayed by the agency beyond 30 days from the date of issue of bill, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective agencies. The entire amount will be deducted from the payment due to respective Vendor.
- 5.7 All the Vendors/Channel Partners should raise their bills in the name of National Informatics Centre Services Incorporated, New Delhi. However, the ordered items should be delivered to the user locations as per the Purchase Order by the Supplier, after Stock Entry and billing at NICSI Headquarters.
- 5.8 All payments will be made through RTGS only.



**Payment Terms for Delivery of Devices****A. Payment Schedule**

S. No.	Project Activity/ Scope of Work	Deliverables	Payment
1.	Supply of items	Delivery Certificate	80%
2.	Installation and Integration	Installation Certificate	20%
3.	AMC	AMC certificate	Quarterly

**B. For payment on Item Delivery:**

- i. The Vendor will deliver the items at designated locations as per the purchase order and obtain signature with date and stamp on Delivery Proof (s) of the concerned user.
- ii. The Vendor will submit a copy of Proof of Delivery along with the bill duly signed by the NIC/NICSI/User Department Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded.
- iii. The Vendor will submit the bills & delivery certificate to the NICSI Head Quarters, New Delhi.

**C. For payment on Item Installation:**

- i. Vendor has to install the ordered items and will prepare installation report for each location as per the purchase order and get it signed by the concerned User/Officer In-charge or his/her authorized person/officer.
- ii. The Vendor will submit all installation reports, to NICSI Headquarters, New Delhi.
- iii. In the case of Vendor unable to bring installation report even after 180 days of delivery and there is no written complaint from the User about the System Installation, it will be assumed that the installation is complete and the bills will be processed.

**6. PENALTY Terms**

S. No	Activity	Rate
i.	Devices Supply, Installation and Commissioning	Any unjustified and unacceptable delay in delivery, installation and commissioning schedule will render the agency liable for liquidated damage at the rate of 0.1% (point one percent) of the purchase order value per day for first 10 days, 0.2%(point two percent) per day for next 10 days, 0.3% (point three percent) per day for next 10 days, subject to maximum 30 days in total. After that the purchase order may be cancelled. NICSI will have option to get it done through alternate sources, the cost of supply, installation or commission on such default shall be recovered from agency from its outstanding payment or BG/ Security Deposit

ii.	Maintenance during warranty/AMC period	Under warranty support, penalty per day per equipment at the rate of 0.2% (point two percent) of the purchase value of the equipment. Maximum penalty will be limited to 10% of the purchase order value. If system remains down beyond 10 days, the devices should be replaced with new one with same or higher specification as empanelled. Failure to replace the device within 5 days will attract an additional penalty of 0.2% of PO value per day subjected to maximum of 5 (five days). Beyond this, NICSI will have an option to get it rectified/ procured through alternate sources. The cost of repair/ procurement along with applicable penalty will be settled from the security deposit submitted by the vendor.
iii. In case of delays beyond 30 days, for reasons solely attributable to the agency, NICSI reserves the right to cancel the purchase order and levy purchase order cancellation charges at 10% of purchase order value.		
iv. For three consecutive cases of cancellation of work orders on account of delays by the agency, NICSI reserves the right to either invoke the termination Clause or terminate the Contract altogether		
v. NICSI also reserves the right to invoke the Security Deposit furnished by the Selected Agency at the time of signing the Contract with NICSI, if for any reason of default stated in the tender, the Contract of the Selected Agency is terminated		

**Part-III**

**7. TECHNICAL SPECIFICATION OF THE DEVICES**

**A. Casing**

- i. The rugged casing should be inflexible, durable and any other tough material of at least 5mm thickness with black and the like colors to withstand daily usage.
- ii. The casing should not suffer any damage or disfiguration on being dropped from a height of up to 2 meters. Display screen can be vertically/horizontally oriented in the casing.
- iii. The casing should be designed to cover/hide android taskbar of the tablet, to prevent misuse of any other functionality.
- iv. The casing should have provision to access the power/reset button of the tablet. The access should be easy but controlled. The Vendor should make arrangements to provide an external tool to perform the power on/off and/or reset function of the tablet through the casing.
- v. The fingerprint scanner should be ergonomically placed to support ease of usage for biometric attendance in standing posture of the users.
- vi. Inbuilt replaceable battery with min. battery backup of up to 120 minutes. Charging/operation on AC 100-240 volt range with inbuilt surge protection.

**B. Connectivity**

- i. Mandatory Edge/3G/4G mobile data support.
- ii. Both Wi-Fi IEEE 802.11b/g/n and LAN (Ethernet) interface are mandatory.

**C. Operating system**

- i. Should be un-rooted and Safety Net passed (As per UIDAI Guidelines)
- ii. Or Android 4.4 OS or above (1.0 GHz Processor or above) for Tablets



- iii. Or Linux OS 4.4.12 or above (800 Mhz ARM Cortex A8 Processor or above) for Tablets
- iv. Or Windows 7.0 and above (for Desktop Devices)

**D. Software**

- i. Full featured Web Browser
- ii. STQC certified Single Finger-print biometric device for Aadhaar Authentication with driver, in-built template extractor software/SDK (mandatorily with license, if required)
- iii. API/SDK for Android (4.4.2 or above) platform.
- iv. Should be a plug & play device needless for any additional license deployment.
- v. The device should have integrated micro USB or standard USB type connector.

**E. Tablets / Wall mount Devices**

- i. RAM 1GB or above with Built-in Storage 4GB or above
- ii. Integrated STQC Certified finger print scanner
- iii. Expandable storage through micro SD, minimum 8 GB in Android/4 GB in Linux
- iv. USB Port- Minimum one Micro USB port and an optional additional USB Port
- v. Front facing Camera with VGA resolution (if any)
- vi. Built-in Speakers, Mic Earphone 3.5 mm jack
- vii. 3.5" or above TFT LCD for Android with Capacitive touch screen, 1024X600. For Linux 3.5" or above.
- viii. Ethernet LAN port with RJ45 for wired LAN 802.3. USB circuits can be used for Ethernet Port
- ix. Wi-Fi wireless LAN 802.11b/g/n
- x. GSM 3G/ 4G Data SIM card slot/GPRS Dongle/GPS
- xi. SAR (radiation values) within acceptable range as per Indian Standards
- xii. Battery 2500 mAH or above (120 mins)/ External UPS/ POE (Power over Ethernet)
- xiii. Separate charging non-USB port with AC adapter 200-240 volt range
- xiv. Wall mount rugged attractive casing with ABS

**F. Desktop Devices**

- i. STQC certified single finger-print biometric device for Aadhaar Authentication and extractor software/SDK (STQC Certificate must be submitted).
- ii. API/SDK for Windows (7.0 and above) platform.
- iii. Device should be plug & play with any Windows (7.0 and above) without need of any additional license to be deployed.
- iv. The device should have integrated USB 2.0 type connector.
- v. Device must come with connector cables to allow connection of the device to Micro USB and Standard USB ports

**G. Iris Devices**

- i. STQC certified single finger-print biometric device for Aadhaar Authentication and extractor software/SDK (STQC Certificate must be submitted).
- ii. API/SDK for Windows (7.0 and above) platform.



- iii. Device should be plug & play with any Windows (7.0 and above) without need of any additional license to be deployed.
- iv. The device should have integrated USB 2.0 type connector.
- v. Device must come with connector cables to allow connection of the device to Micro USB and Standard USB ports.

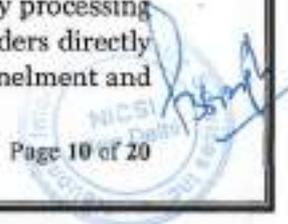
**Note:** The vendor must provide all necessary technical support for integration of device drivers with attendance software and associated UIDAI applications.

#### Part-IV

### 8. GENERAL TERMS & CONDITIONS

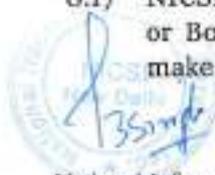
#### CONDITIONS

- 8.1 All terms and conditions governing prices and supply given above, as applicable to NICSI, will be made equally applicable to NIC.
- 8.2 In the event of an selected agency or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NIC/NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 8.3 Vendors agrees with NICSI for honoring all aspects of fair trade practices in executing the work orders placed by NICSI.
- 8.4 The selection and work awarded under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the work or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of contract and forfeiture of Security Deposit.
- 8.5 In case the selected agency is found in breach of any condition(s) of tender or work order, at any stage during the course of services or warranty period of devices, the legal action as per rules/laws, shall be initiated against the Vendor and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICSI.
- 8.6 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NICSI. Any notification of preferred Vendor status by NICSI shall not give rise to any enforceable rights by the Vendor. NICSI may cancel this tender/empanelment at any time prior or after the empanelment being executed by NICSI.
- 8.7 NICSI may use this tender for executing any projects anywhere in India during the validity of this tender.
- 8.8 NICSI, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage. The selected agency should not use NICSI empanelment to take orders directly from any other departments. Doing so will result in cancellation of empanelment and



forfeiture of Security Deposit and the Vendor will be debarred from participating in any NICSI Tender for at least three years.

- 8.9 The decision of NICSI arrived during the various stages of the evaluation of the bids is final & binding on all vendors.
- 8.10 Printed/written conditions mentioned in the tender bids submitted by vendors will not be binding on NICSI.
- 8.11 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected.
- 8.12 NICSI will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
- 8.13 NICSI may by written notice sent to the vendor; terminate the work order and/or the contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. NICSI reserves the right to cancel the remaining part and pay to the selected vendor the amount for partially completed Services.
- 8.14 During the contract period, if any product becomes end of life, the selected agency must ensure that an equivalent or better product is offered to NICSI. Due to any unavoidable circumstances, if the vendor is not in a position to execute future orders, NICSI should be intimated the same with convincing justifications, at least three months in advance. NICSI will conduct independent enquiry about such claims and the availability of equivalent/better product. The decision arrived at by NICSI in such matters will be final. If the inability shown by the Vendor is only due to some financial/technical reasons, such requests will not be considered. However for all cases in which the User Department has transferred fund to NICSI for procurement, the Vendor must supply equivalent or better product to fulfill NICSI's obligation to the User Department. Any failure to adhere to this will result in forfeiting the Security Deposit and debarring the Vendor from participating in NICSI tenders for minimum three years.
- 8.15 The vendor shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labour legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the vendor will have no right or claim of any kind from NICSI or its clients.
- 8.16 Staff of the agency must carry Identity card issued by the agency while on duty at NICSI or client site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises
- 8.17 NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the



empanelled agencies and the manpower engaged by them from time to time as per the government rules and regulations.

- 8.18 The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the empanelled agency. NICSI or its clients shall remain indemnified of any conflict of such nature arising between the agency and its employees. NICSI may ask the empanelled agency to submit documentary proofs of such nature as and when need arises.
- 8.19 Outsourcing/Consortiums/Sub-contracting is not allowed for the purpose of participating in this RFP.
- 8.20 The selected agency should not use NICSI empanelment to take orders directly from any other departments. Doing so will result in cancellation of empanelment and forfeiture of Security Deposit and the Vendor will be debarred from participating in any NICSI Tender for at least three years.

## 9. PRICE VARIATION CLAUSE

- 9.1 During the validity of the empanelment including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any empanelled item of the same or equivalent configuration/specification to any other Department/Organization at a price lower than the price fixed for NICSI under same terms and conditions as defined in this tender, the Vendor shall voluntarily pass on the price difference to NICSI. The effective date will be date of selling / intent to sell at lower rate.
- 9.2 In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to NICSI, and in the event of increasing of government levies subsequent to the finalization of the panel; NICSI shall consider the case on merit and the pro-rata benefits to the Vendor may be considered if full reference with documentary evidence is submitted.
- 9.3 During the validity of the empanelment including the extended period, if any, in case NICSI notices **that the market rates have come down** from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, NICSI may ask the **technically qualified** vendors to re-quote the prices and the Vendor(s) will be selected on the basis of financial evaluation procedure given earlier. All those technically qualified vendors, whose EMD have been returned by NICSI during/after the evaluation of the tender, will have to submit the EMD of the same amount along with the revised price quotations. The time gap between such re-quotes/revision of rates will be as per tender document.
- 9.4 **Exchange Rate Fluctuation:** Vendor will submit the foreign exchange rate (USD) applicable on bid submission date, as given on the RBI website (if applicable as per financial bid format). The foreign exchange rate published at RBI site on the last day of bid submission (closing rate) will be recorded as the reference rate. The request by empanelled Vendors for rate revision due to the fluctuation in foreign exchange rate (USD), will be considered only when the fluctuation is more than 10% of the defined reference value. Method of rate revision due to above fluctuation is given below. If the fluctuation is downwards, NICSI will revise price downwards as per the defined method.

The following method shall be adopted for **Exchange Rate Variation Calculation**

B<sub>1</sub> = Base Rate, as per RBI website as of last date of bid submission  
 B<sub>2</sub> = Current Rate, as of date when calculation of payment to be processed.  
 FC = Foreign Currency Component (in %)  
 L<sub>1</sub> = Empanelment Rate before Exchange Rate Variation,  
 $ERV = \{(B_2 - B_1)/B_1\} \times FC\% \times L_1$

**For example:**

- Foreign Exchange of INR 60/\$ is assessed from RBI website (closing rate) during financial evaluation and is finalized as Base Rate.
- During issuance of PI, it is assessed that foreign exchange rate is INR 66/\$ (i.e. +10%).
- Base rate "B<sub>1</sub>" will now shift from INR 60/\$ to INR 66/\$ for all calculation purposes.

**Note: Base Rate "B<sub>1</sub>" changes as-and-when a variation of ±10% is assessed during issuance of PI or as indicated by the rate revision committee.**

- 9.5 For subsequent revisions, the rate revision committee will record the foreign exchange rate applicable on the finalization date. In such cases, NICSI will take decision of giving complete / partial benefit of the variation by examining other existing similar government empanelment and prevalent market rates. NICSI may also invite revised financial bid from technically qualified vendors (if number of such vendors is more than two) and empanelment size will be reduced to at most two Vendors Decision of NICSI in this regard will be final and no representation of any kind will be entertained.

**10. Award of Work**

- 10.1 NICSI has the right to choose any subset of the tendered items for placement of purchase/work orders.
- 10.2 NICSI will be free to allocate the work to any of the empanelled Vendors or to an agency of User Department's choice.
- 10.3 In case Work Orders are placed on more than one agency, the distribution of work orders will be at the sole discretion of NICSI or the User Department.
- 10.4 Work/Purchase order will be placed on the empanelled Vendor (or partner) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order.
- 10.5 Objection, if any, to the Purchase Order must be reported to NICSI by the supplier within Seven (7) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the supplier has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also.



- 10.6 After receiving the Purchase Order, amendment if any, is requested by the supplier or done by NICSI, the timelines of the work/purchase order shall be from the amendment date and not from the original Purchase Order date.
- 10.7 Subsequent to the issue of Purchase Orders, the supplier shall collect necessary related documents (copy of final Pro-forma Invoice from NICSI issued in the name of user-department) from NIC/ NICSI/End User for getting State Entry/Road Permit (wherever required) for complete, safe and timely delivery of the ordered products

#### **11. Stock Entry and Billing to End User**

- 11.1 The suppliers will have to raise their invoices from New Delhi in the name of NICSI New Delhi, for all NICSI procurements. In case of NICSI direct procurement tender clause 14 will not be applicable.
- 11.2 After carrying out the Acceptance Testing, the supplier will have to submit its invoice/bill and the copy of the Acceptance test report/Certificate at NICSI Stores at New Delhi, so that NICSI can book the purchase and issue their Sale-Invoice in the name of user-department.
- 11.3 For all NICSI procurements under projects, after collecting the Sale-Invoice from NICSI, the supplier has to ensure the safe and onward transportation of the items from NICSI store /Delhi to the end user location at their own responsibility and expenditure. The Supplier is responsible for safe and secure delivery and installation of these items at user location(s). The supplier may use the insurance policy of NICSI for getting the item insured for safe delivery and settle the claim, if any, directly with insurer. NICSI may issue NOC in favor of supplier if needed for settling the claim.

#### **12. Acceptance Testing, Delivery and Installation**

- 12.1 The items must be supplied in full as per ordered configuration for acceptance testing.
- 12.2 Vendor shall preload the BAS client application in the ordered devices, wherever applicable.
- 12.3 No item with short supply or alternate product with different technical specifications shall be taken up for acceptance testing under any circumstances. The supplier must ensure the availability of ordered items/spares in their stock before accepting the purchase order. The acceptance tests will include the verification of specification of ordered item, functional testing and reliability test, running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests. In case of urgent user requirement, the process of acceptance testing may be relaxed to successful installation of equipment at customer site. In such cases user/project manager's request is mandatory.
- 12.4 The offered items, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.
- 12.5 Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the Security Deposit/Performance Bank Guarantee. Further, NIC/NICSI can procure same items from alternate sources at the risk and cost of the defaulting vendor.



- 12.6 During empanelment period, if any item's specifications / model changes & becomes non-available due to obsolescence/ up-gradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item should be offered to NICSI for evaluation with full configuration at least one month prior to the acceptance testing date. The item(s) so offered will be evaluated at NICSI /any other site as decided by NICSI for its acceptance. The vendor should provide detailed technical documents and technical manpower support so as to enable NICSI to carry out the evaluation process again on the new item. In evaluating such change request, only the tender specification will be referred. In the case of main components, any change in the empanelled configuration due to technological up-gradation/ non-availability will be permitted by equivalent/better item of the same OEM. If no equivalent product meeting tender specification is available with that OEM, a communication from the OEM is mandatory in this regard before offering product of a different OEM.
- 12.7 The tentative schedule for conducting of acceptance testing shall be provided along with comprehensive material details by supplier within 15 working days from the date of purchase order to NICSI, so that all the related documentation work by NICSI could be completed and tested products can be delivered and installed within the stipulated time frame as per purchase order.
- 12.8 The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.
- 12.9 Normally, testing and acceptance of the Systems will be done at the Factory premises/Testing Lab of the Vendor/Authorized Partner, or at NIC/NICSI Headquarters in India (as the case may be) or any other premises in India or abroad suggested by supplier where it will be tested as per ordered specifications where representatives from supplier and NIC/NICSI will be present. The testing location/premises must be suitable/ agreeable to NIC/NICSI.
- 12.10 NIC/NICSI reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- 12.11 The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of NIC/NICSI and supplier's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or to the actual sites of installation. The top cover of the carton must have a label carrying the complete NIC/NICSI Purchase Order Number, supplier's bill number and Delivery location.
- 12.12 A sticker mentioning the Service Support Call Centre Number of the vendor and warranty details should be pasted by vendor on each box.
- 12.13 For a product becoming end of life, it is the responsibility of the empanelled vendor to get the replacement product approved pro-actively. If there is no replacement product available, the same has to be communicated to NICSI with justification from OEM, at least three months in advance so that NICSI do not quote rate for such product to users. For all such cases where either NICSI has issued Pro-forma Invoice (PI) or the fund has come to NICSI from user departments, the vendor will supply Systems, if necessary with higher configuration at the empanelled rates. If the vendor fails to follow the above requirement, Security Deposit of that vendor will be forfeited and empanelment may be cancelled. If the vendor follows the procedure of intimating NICSI well in advance about the non-availability with proper documentary evidence, the empanelment can be kept in suspension till a suitable and equivalent product is approved by NICSI. However, for any pending POs such relaxation will not be applicable. All aspects of safe delivery shall be the exclusive responsibility of the vendor. The schedule to be given for delivery at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects. Proof of



Delivery as per the format provided in Annexure-4: Delivery and Installation duly signed by the NIC/ NICS I Project Coordinator/User Department, should reach NIC/NICS I Head Quarters (as the case may be), New Delhi within 4 weeks of the delivery. All aspects of safe delivery shall be the exclusive responsibility of the vendor. The schedule to be given for delivery at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects. Proof of Delivery as per the format duly signed by the NIC/ NICS I Project Coordinator/User Department, should reach NIC/NICS I Head Quarters (as the case may be), New Delhi within 4 weeks of the delivery.

- 12.14 At the destination site, the cartons will be opened only in the presence of authorized person/user and vendor's representative.
- 12.15 Supplier must apply to the respective authority for issue of road permit /e-waybill well in time. Necessary documents needed for applying for Road Permit will be collected by the vendor from NIC/NICS I/End User immediately on getting the Purchase Order from NIC/NICS I. If after proper and timely communication with the User Department, there is any delay in the issuance of road permit, the vendor will be entitled to get appropriate extension for delivery period provided that the acceptance testing was done and complete material was ready for dispatch 7 days before the due date of delivery as specified in purchase order.
- 12.16 Delays on account of getting relevant permits shall not make vendor eligible for waiver of penalties.
- 12.17 In case any discrepancy with regard to sign, stamp or date etc on the delivery certificate, a mail from concerned user/NICS I Coordinator/NIC user may be treated as delivery challan.
- 12.18 The vendor shall provide equipment manual and User manual along with each equipment, even if more than one equipment is ordered for a single location.

### 13. **LIMITATION OF LIABILITY**

- a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b) Except in the case of Gross Negligence or Willful Misconduct on the part of the selected agency or on the part of any person acting on behalf of the selected agency executing the work or in carrying out the Services, the Selected Agency, with respect to damage caused by the Selected Agency including to property and/or assets of NICS I or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Selected Agency may be entitled to receive from any insurance maintained by the Selected Agency to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such actor failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- c) This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the

Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

**14. INDEMNITY**

- I) The Selected Agency shall indemnify NICSI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- a. Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
  - b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
  - c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- II) The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
- III) NICSI/User department stand indemnified from any employment claims that the hired manpower / agency's manpower may opt to have towards the discharge of their duties in the fulfillment of the work orders.
- IV) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfillment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

**15. Confidentiality and Security**

- i. The selected agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI or its clients without the prior written consent of NICSI or the concerned User Department.
- ii. The agency will ensure that no information about the software, hardware, and database, the policies of NICSI/User Department is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

**16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God



(hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, NICSI may at its option, terminate the empanelment. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NICSI shall however, be responsible to pay the empanelled Vendor for the services successfully rendered to the satisfaction of NICSI/user department under the work orders/ purchase orders issued pursuant to the contract.

## **17. TERMINATION OF CONTRACT**

- I. NICSI may, terminate this Empanelment/Work Order by giving the Selected Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - i. NICSI is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
  - ii. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
  - iii. Where it comes to NICSI's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority committed breach of Terms of the Contract in best judgment of NICSI.
  - iv. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with NICSI not found acceptable by NICSI/User Department.
  - v. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
  - vi. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of NICSI.
  - vii. The Selected Agency has been declared insolvent/bankrupt.

## **II. Consequences of Termination**



- i. NICSI shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
- ii. In the event of termination of this Contract, NICSI shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- iii. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by NICSI, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by NICSI.
- iv. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, NICSI shall pay the Selected Agency for that part of the Services which have been authorized by NICSI and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, NICSI may retain such amounts from the payment due and payable by NICSI to the Selected Agency as may be required to offset any losses caused to NICSI as a result of any act/omissions of the Selected Agency.
- v. NICSI may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables.
- vi. When the Contract is terminated by NICSI for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

### **18. Dispute Resolution**

The Vendor and NICSI shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the empanelment.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.



Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement/Empanelment notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

**19. APPLICABLE LAW**

The empanelment/work-order(s) will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Delhi jurisdiction only.

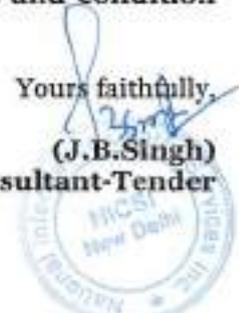
Any other clauses not specifically mentioned in this Empanelment, but were part of the terms and conditions of the tender no. NICSI/End Point Terminal for BAS/2018/07 shall ipso facto be applicable to this empanelment.

**You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every page of this letter within seven days (7 days) from the date of the issue this letter as your acceptance of this empanelment letter along with all the terms and conditions. You are also requested to submit the security deposit as per tender terms and condition within 7 days.**

Yours faithfully,

(J.B.Singh)

Management Consultant-Tender



Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Project Coordinators, NICSI, New Delhi
3. Account Section, NICSI, New Delhi
4. Project Coordinators NIC/NICSI, New Delhi
5. Company Secretary, NICSI, New Delhi
6. Guard File

\*\*\*\*\*END\*\*\*\*\*

No. 10(18)/2017-NICSI

Date: 07/11/2019

To,

M/s. Precision Infomatic (M) Pvt Ltd  
No.22, 1<sup>st</sup> Floor, Habibullah Road, T. Nagar  
Chennai - 600017

Kind Attn., Mr. M. Ravichandhra Prabhu, Mobile No. +91-9500064072  
Email id: mravi@precisionit.co.in

**Subject:- Empanelment of selected Agency consequent upon finalization of Tender No. NICSI/End Point Terminal for BAS/2018/07 for Selection of Vendor for Supply and Commissioning of End Point Terminals for Biometric Attendance System (BAS).**

Dear Sir,

I am directed to refer to your financial bid in response to our Tender No. NICSI/End Point Terminal for BAS/2018/07 for Selection of Vendor for Supply and Commissioning of End Point Terminals for Biometric Attendance System (BAS) and to inform that the competent authority of NICSI has decided to empanel your firm on the following terms and conditions and prices mentioned in this empanelment letter.

**Part-I**

**1. Approved Rates**

		UNITS	UNIT PRICE
<b>1.</b>	<b>Cost of New Devices</b>		
1.1	Wall Mount Tablet	Per Device	6975.00
1.2	IRIS Scanning Devices	Per Device	3795.00
1.3	Desktop Compatible Finger Print Scanning Devices	Per Device	1650.00
<b>2.</b>	<b>Annual AMC Cost for Existing Devices</b>		
2.1	Wall Mount Tablet	Per Device	1050.00
2.2	IRIS Scanning Devices	Per Device	600.00
2.3	Desktop Compatible Finger Print Scanning Devices	Per Device	190.00
<b>3.</b>	<b>Annual Application Roll Out Services per location per User</b>		
3.1	0-20 Devices	Per location Per User	100.00
3.2	20-50 Devices	Per location Per User	80.00
3.3	50-100 Devices	Per location Per User	60.00
3.4	100 & Above Devices	Per location Per User	40.00

**Note:-Local Taxes (GST) will be paid extra as applicable.**

<b>Part-II</b>
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<b>INTRODUCTION</b>
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Biometric Attendance System (BAS) is a centralized system to mark attendance of all the Government employees and other registrants such as trainees, central scheme beneficiaries, students in schools/colleges, teachers, employees of public funded entities / PSU / trusts etc. which is visible on real time basis and maintained on the common attendance portal ensuring transparency and accountability. Below are the functionalities of BAS currently managed by National Informatics Center (NIC).

- i. Managing, Assessing and processing the On-boarding request received from various government organization. On-boarding request follows procedure of submitting a form online which is then assessed by the NIC helpdesk team depending upon the size of organization i.e. no. of employees to be registered on BAS system.
- ii. Creating hierarchy of the organization registered – Rights available to nodal officer appointed within the organization.
- iii. Administration rights to organization's nodal officer appointed to attendance portal who manages the BAS system administratively within the organization.
- iv. Employee Registration.
- v. Attendance marking through Tablets, Desktop Devices (finger print scanning device) and IRIS devices.
- vi. Real time authentication n.
- vii. Email and SMS service integration.
- viii. Real time MIS dashboards.
- ix. Information available on public platform.
- x. Notifications.

The existing system uses NIC Cloud services for the application and database servers at backend. Attendance marking has been facilitated through various end-point devices such as wall mount – Tablets, Desktop Devices and Iris scan machines, thus ensuring the ease of marking attendance for the employees. Through these devices, Biometric of the employee is captured and further authenticated from UIDAI via AUA/ASA servers and marked within seconds.

Subsequently, NIC also maintains centralized MIS portal and dashboard on public platform which work through the application infrastructure and the process of biometric authentication and attendance marking works through application programming interface model. The dashboard presents real time statistical information on attendance and details. Furthermore, features such as SMS & Email is also integrated through the application as an added feature.

<b>2. Scope Of Work</b>
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The **Scope Of Work** for vendor is to provide end point terminals (Wall mounted tablets, Desktop Compatible Finger Print Scanning Devices and IRIS Scanning Devices), Application Support and AMC of the existing devices which are currently operational on BAS platform. Vendor empanelled through this tender are required to undertake work across PAN India. Broadly, the scope of work for vendor shall be as follows:



- a) **Device Management and Commissioning:** Supply, Installation, Site Survey (if required), Maintenance, Application APK/ Patches/ Updates.

The vendor empaneled through this tender will be responsible to supply and install end point terminals as defined through this tender however the responsibility of providing internet connectivity and power will be sole responsibility of the user. After installing all the devices at the user location, it is imperative to note for vendor to ensure that the BAS application at the client end is installed on end point terminals for marking of attendance. Once installed, vendor has to provide demo to the user department regarding functionality of the devices and ensure all devices are running smoothly for attendance marking purposes. Failure to do so, penalty will be applicable as defined in this tender. Further, vendor must ensure that the devices installed are periodically checked and tested with updated version of client application. Further, the devices must be complied with all security measures as defined by UIDAI at the application level. Any problem related to hardware and software (OS and Client application) at client location will be the sole responsibility of the empanelled vendor.

The user department MAY procure SIMs of any network that suits their location, so that, even if any network or power fault happens, the tablets that they have installed in their premises may work continuously without any hassle. This portion should be the individual user department responsibility. Empanelled vendor or NICSI or NIC will NOT hold the responsibility of the working condition of SIMs that they hold or even otherwise for bill payments of those SIMs.

- b) **AMC of the existing devices-** As defined through this tender, vendor will be required to provide AMC on the existing devices installed at the user site on needful basis. It will be the responsibility of NICSI or user department to provide detailed report to vendor which will constitute details such as no. of active devices, make and model of devices installed at the user site at different locations, no. of faulty devices and organizational details. Further, depending on the situation and the requirement, vendor may have to visit the user department on needful basis as requested by NICSI. Vendor must be able to provide AMC to the all existing functional devices and provide complete support against the devices and ensure the attendance marking is operational and linked to the centralized BAS system. The faulty device need to be included in AMC and shall be repaired by the vendor on chargeable basis.

- c) **Application Roll Out services-** These type of services will be availed by such users who will be responsible to provide tablets or end point terminals at their own cost. The empanelled vendor will be responsible to provide application roll out services to such users and these services will include but not limited to:

- i. Installing client application and deployment of application on end point terminals.
- ii. Troubleshooting of issues pertaining to application software at client site.

- d) **Device Warranty:** The agency shall provide onsite comprehensive Warranty of all devices supplied for a period of 03 (three) years from the date of final acceptance of the equipment.

- e) **Warranty shall cover the below:**

- i. Upon finding any defects in the device, the user will inform the selected agency or NIC/ NICSI stating the nature of any defect. Upon receipt of such request, the

Institutes  
have an  
option to  
self-install  
AEBAS  
devices

selected vendor shall expeditiously repair the defective equipment or replace it with brand new genuine/ authentic ones having similar or higher specifications at no cost to the user.

- ii. During the warranty period, the vendor shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
  - iii. During warranty period, besides service/maintenance of Hardware and System Software and all driver software upgradation, installing patches and services shall also be provided by the empaneled agency at no extra cost.
  - iv. During the term of warranty, the service/repair calls will have to be attended by the agency within 24 hours from the time of such calls. Remote support or on-call services should be provided without any further delay and if needed replacement should be done within 5 days. Failure to do so, a penalty will be charged as per the *Error! Reference source not found.* clause defined in the tender. In case of major defects requiring the defective card/item/equipment to be taken to the agency's workshop, it should be returned within a week duly repaired and an immediate substitute equipment will be provided by the agency for the smooth operation.
  - v. If the performance of any individual equipment or device fails to meet the contract specifications then the same shall be replaced by the agency free of cost during the term of the warranty period.
  - vi. The agency shall provide necessary Software updation related to devices free of cost during the warranty period and also during the period of AMC.
- f) **Application Support Services:** It will be the responsibility of the vendor to ensure that all devices installed at different locations are operational and marking of attendance is done on daily basis. Once the new devices are installed, vendor must ensure that client application is installed and connected to the centralized BAS system. Any device level support will be responsibility of vendor. Further, queries received by NICSI/ NIC related to devices, installation and application support at the device level will be forwarded to the vendor directly which should be facilitated and closed within stipulated timeframe. There will be cases pertaining to queries which will be received directly from user department which has to be resolved by the vendor. Thus, vendor should have a web based call management system with ticket generation for each call or queries received from various users. The vendor shall also provide MIS dashboard with complete report on no. of queries received, tickets raised, open tickets and closed tickets. The MIS dashboard should be accessible by NICSI to monitor the SLA's during warranty/ AMC period. The Support must be provided in both languages i.e. Hindi and English. Vendor must provide atleast one toll free number to all user department for the support.
- g) **Capacity Building-** Vendor must ensure hands on training to user department on portal and devices.
- h) Coordination with different stakeholders (NIC, NICSI & User department) for smooth functioning of attendance system.



### 3. EMPANELMENT CONDITIONS

- 3.1 The empanelment will be valid for a period of **3 years** in the first instance from the date of empanelment. It may be extended for **another year** depending upon the need of NIC / NICSI's project requirements with mutual consent.
- 3.2 All empaneled Vendors must honor all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by NICSI on behalf of its clients. Failing this, NICSI may forfeit their EMD.
- 3.3 In the event, an empaneled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 3.4 Empaneled Vendor cannot sub contract any part of scope of work under any category of the tender to any other company.
- 3.5 In case an empaneled Vendor is found in breach of any condition(s) of tender at any stage during empanelment, legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited.
- 3.6 NICSI may, at any time, terminate the empanelment by giving written notice before 30 days to the empaneled Vendor without any compensation, if the empaneled Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 3.7 In case vendor empaneled through this tender is not providing services as per SLA's defined or fails to provide services as per agreed timelines or SLA's or Terms and conditions defined in Work order/ Purchase order/ RfP document, NICSI has right to call revised financial bids from all technically qualified vendors.
- 3.8 Tender process will be over after the issue of empanelment letter to the selected vendor. Thereafter, information submitted by the participating vendors before and during the bidding process may be put by NICSI in the public domain. Competent Authority in NICSI may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information".

### 4. SECURITY DEPOSIT

In the case of the Vendor who has been selected for empanelment, the vendor (including those exempt under Section 2.3) must give Security Deposit for the equivalent amount of EMD. Security Deposit will be in the form of Bank Guarantee (BG) of any commercial bank drawn in the name of National Informatics Centre Services Inc, New Delhi, valid till empanelment. EMD of successful vendors will be returned after they sign letter of empanelment with NICSI and submit a security deposit of equal amount for the period of empanelment/extended empanelment. The BG will be released after the empanelment or extended empanelment or complete execution of all the purchase orders issued under this empanelment, whichever is later and thereafter the Security Deposit / BG shall be returned to the empanelled vendor without any interest. In case of default by the empanelled vendor on non-acceptance of the

purchase orders, this Security Deposit/BG will be forfeited and empanelment will be cancelled.

Security deposit must be made in the form of Bank Guarantee equal to the EMD amount

Validity	Valid for the period of empanelment / extended empanelment. The BG will be released after the empanelment or execution of all pending Purchase Orders, whichever is later
Instrument	One single deposit in the form of Bank Guarantee
Amount	Equal to EMD amount

## 5. PAYMENT TERMS

- 5.1 The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) in the name of National Informatics Centre Services Incorporated, New Delhi along with relevant supporting documents. Payment will be made only upon submission of the Bill along with all the completed documents. An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.
- 5.2 Payment shall be done as per Payment Terms for Delivery of Devices.
- 5.3 Payments shall be subject to deductions of any amount for which the supplier is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules
- 5.4 Any delay beyond the delivery and installation schedule as per purchase order will render the Vendor liable for penalty at the rate as mentioned in this tender document.
- 5.5 Penalty will also be charged in case of failure in providing Maintenance support during warranty period as mentioned in the *Error! Reference source not found.*
- 5.6 In case the submission of bills to NICSI, along with the necessary documents, is delayed by the agency beyond 30 days from the date of issue of bill, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective agencies. The entire amount will be deducted from the payment due to respective Vendor.
- 5.7 All the Vendors/Channel Partners should raise their bills in the name of National Informatics Centre Services Incorporated, New Delhi. However, the ordered items should be delivered to the user locations as per the Purchase Order by the Supplier, after Stock Entry and billing at NICSI Headquarters.
- 5.8 All payments will be made through RTGS only.

**Payment Terms for Delivery of Devices****A. Payment Schedule**

S. No.	Project Activity/ Scope of Work	Deliverables	Payment
1.	Supply of items	Delivery Certificate	80%
2.	Installation and Integration	Installation Certificate	20%
3.	AMC	AMC certificate	Quarterly

**B. For payment on Item Delivery:**

- i. The Vendor will deliver the items at designated locations as per the purchase order and obtain signature with date and stamp on Delivery Proof (s) of the concerned user.
- ii. The Vendor will submit a copy of Proof of Delivery along with the bill duly signed by the NIC/NICSI/User Department Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded.
- iii. The Vendor will submit the bills & delivery certificate to the NICSI Head Quarters, New Delhi.

**C. For payment on Item Installation:**

- i. Vendor has to install the ordered items and will prepare installation report for each location as per the purchase order and get it signed by the concerned User/Officer In-charge or his/her authorized person/officer.
- ii. The Vendor will submit all installation reports, to NICSI Headquarters, New Delhi.
- iii. In the case of Vendor unable to bring installation report even after 180 days of delivery and there is no written complaint from the User about the System Installation, it will be assumed that the installation is complete and the bills will be processed.

**6. PENALTY Terms**

S. No	Activity	Rate
i.	Devices Supply, Installation and Commissioning	Any unjustified and unacceptable delay in delivery, installation and commissioning schedule will render the agency liable for liquidated damage at the rate of 0.1% (point one percent) of the purchase order value per day for first 10 days, 0.2%(point two percent) per day for next 10 days, 0.3% (point three percent) per day for next 10 days, subject to maximum 30 days in total. After that the purchase order may be cancelled, NICSI will have option to get it done through alternate sources, the cost of supply, installation or commission on such default shall be recovered from agency from its outstanding payment or BG/ Security Deposit



ii.	Maintenance during warranty/AMC period	Under warranty support, penalty per day per equipment at the rate of 0.2% (point two percent) of the purchase value of the equipment. Maximum penalty will be limited to 10% of the purchase order value. If system remains down beyond 10 days, the devices should be replaced with new one with same or higher specification as empanelled. Failure to replace the device within 5 days will attract an additional penalty of 0.2% of PO value per day subjected to maximum of 5 (five days). Beyond this, NICSI will have an option to get it rectified/ procured through alternate sources. The cost of repair/ procurement along with applicable penalty will be settled from the security deposit submitted by the vendor.
iii. In case of delays beyond 30 days, for reasons solely attributable to the agency, NICSI reserves the right to cancel the purchase order and levy purchase order cancellation charges at 10% of purchase order value.		
iv. For three consecutive cases of cancellation of work orders on account of delays by the agency, NICSI reserves the right to either invoke the termination Clause or terminate the Contract altogether		
v. NICSI also reserves the right to invoke the Security Deposit furnished by the Selected Agency at the time of signing the Contract with NICSI, if for any reason of default stated in the tender, the Contract of the Selected Agency is terminated		

### Part-III

## 7. TECHNICAL SPECIFICATION OF THE DEVICES

### A. Casing

- i. The rugged casing should be inflexible, durable and any other tough material of at least 5mm thickness with black and the like colors to withstand daily usage.
- ii. The casing should not suffer any damage or disfiguration on being dropped from a height of up to 2 meters. Display screen can be vertically/horizontally oriented in the casing.
- iii. The casing should be designed to cover/hide android taskbar of the tablet, to prevent misuse of any other functionality.
- iv. The casing should have provision to access the power/reset button of the tablet. The access should be easy but controlled. The Vendor should make arrangements to provide an external tool to perform the power on/off and/or reset function of the tablet through the casing.
- v. The fingerprint scanner should be ergonomically placed to support ease of usage for biometric attendance in standing posture of the users.
- vi. Inbuilt replaceable battery with min. battery backup of up to 120 minutes. Charging/operation on AC 100-240 volt range with inbuilt surge protection.

### B. Connectivity

- i. **Mandatory Edge/3G/4G mobile data support.**
- ii. **Both Wi-Fi IEEE 802.11b/g/n and LAN (Ethernet) interface are mandatory.**

### C. Operating system

- i. Should be un-rooted and Safety Net passed (As per UIDAI Guidelines)
- ii. **Or Android 4.4 OS or above (1.0 GHz Processor or above) for Tablets**



- iii. Or Linux OS 4.4.12 or above (800 Mhz ARM Cortex A8 Processor or above) for Tablets
- iv. Or Windows 7.0 and above (for Desktop Devices)

#### D. Software

- i. Full featured Web Browser
- ii. STQC certified Single Finger-print biometric device for Aadhaar Authentication with driver, in-built template extractor software/SDK (mandatorily with license, if required)
- iii. **API/SDK for Android (4.4.2 or above) platform.**
- iv. Should be a plug & play device needless for any additional license deployment.
- v. **The device should have integrated micro USB or standard USB type connector.**

#### E. Tablets / Wall mount Devices

- i. **RAM 1GB or above with Built-in Storage 4GB or above**
- ii. **Integrated STQC Certified finger print scanner**
- iii. Expandable storage through micro SD, minimum 8 GB in Android/4 GB in Linux
- iv. USB Port- Minimum one Micro USB port and an optional additional USB Port
- v. **Front facing Camera with VGA resolution (if any)**
- vi. Built-in Speakers, Mic Earphone 3.5 mm jack
- vii. 3.5" or above TFT LCD for Android with Capacitive touch screen, 1024X600. For Linux 3.5" or above.
- viii. Ethernet LAN port with RJ45 for wired LAN 802.3. USB circuits can be used for Ethernet Port
- ix. Wi-Fi wireless LAN 802.11b/g/n
- x. GSM 3G/ 4G Data SIM card slot/GPRS Dongle/GPS
- xi. SAR (radiation values) within acceptable range as per Indian Standards
- xii. Battery 2500 mAH or above (120 mins)/ External UPS/ POE (Power over Ethernet)
- xiii. Separate charging non-USB port with AC adapter 200-240 volt range
- xiv. Wall mount rugged attractive casing with ABS

#### F. Desktop Devices

- i. STQC certified single finger-print biometric device for Aadhaar Authentication and extractor software/SDK (STQC Certificate must be submitted).
- ii. **API/SDK for Windows (7.0 and above) platform.**
- iii. Device should be plug & play with any Windows (7.0 and above) without need of any additional license to be deployed.
- iv. The device should have integrated USB 2.0 type connector.
- v. Device must come with connector cables to allow connection of the device to Micro USB and Standard USB ports

#### G. Iris Devices

- i. STQC certified single finger-print biometric device for Aadhaar Authentication and extractor software/SDK (STQC Certificate must be submitted).
- ii. **API/SDK for Windows (7.0 and above) platform.**



- iii. Device should be plug & play with any Windows (7.0 and above) without need of any additional license to be deployed.
- iv. The device should have integrated USB 2.0 type connector.
- v. Device must come with connector cables to allow connection of the device to Micro USB and Standard USB ports.

**Note:** The vendor must provide all necessary technical support for integration of device drivers with attendance software and associated UIDAI applications.

#### Part-IV

### 8. GENERAL TERMS & CONDITIONS

#### CONDITIONS

- 8.1 All terms and conditions governing prices and supply given above, as applicable to NICSI, will be made equally applicable to NIC.
- 8.2 In the event of an selected agency or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NIC/NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 8.3 Vendors agrees with NICSI for honoring all aspects of fair trade practices in executing the work orders placed by NICSI.
- 8.4 The selection and work awarded under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the work or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of contract and forfeiture of Security Deposit.
- 8.5 In case the selected agency is found in breach of any condition(s) of tender or work order, at any stage during the course of services or warranty period of devices, the legal action as per rules/laws, shall be initiated against the Vendor and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years, for further dealings with NICSI.
- 8.6 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NICSI. Any notification of preferred Vendor status by NICSI shall not give rise to any enforceable rights by the Vendor. NICSI may cancel this tender/empanelment at any time prior or after the empanelment being executed by NICSI.
- 8.7 NICSI may use this tender for executing any projects anywhere in India during the validity of this tender.
- 8.8 NICSI, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage. The selected agency should not use NICSI empanelment to take orders directly from any other departments. Doing so will result in cancellation of empanelment and



forfeiture of Security Deposit and the Vendor will be debarred from participating in any NICSI Tender for at least three years.

- 8.9 The decision of NICSI arrived during the various stages of the evaluation of the bids is final & binding on all vendors.
- 8.10 Printed/written conditions mentioned in the tender bids submitted by vendors will not be binding on NICSI.
- 8.11 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected.
- 8.12 NICSI will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
- 8.13 NICSI may by written notice sent to the vendor; terminate the work order and/or the contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. NICSI reserves the right to cancel the remaining part and pay to the selected vendor the amount for partially completed Services.
- 8.14 During the contract period, if any product becomes end of life, the selected agency must ensure that an equivalent or better product is offered to NICSI. Due to any unavoidable circumstances, if the vendor is not in a position to execute future orders, NICSI should be intimated the same with convincing justifications, at least three months in advance. NICSI will conduct independent enquiry about such claims and the availability of equivalent/better product. The decision arrived at by NICSI in such matters will be final. If the inability shown by the Vendor is only due to some financial/technical reasons, such requests will not be considered. However for all cases in which the User Department has transferred fund to NICSI for procurement, the Vendor must supply equivalent or better product to fulfill NICSI's obligation to the User Department. Any failure to adhere to this will result in forfeiting the Security Deposit and debarring the Vendor from participating in NICSI tenders for minimum three years.
- 8.15 The vendor shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labour legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the vendor will have no right or claim of any kind from NICSI or its clients.
- 8.16 Staff of the agency must carry Identity card issued by the agency while on duty at NICSI or client site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises
- 8.17 NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the

empaneled agencies and the manpower engaged by them from time to time as per the government rules and regulations.

- 8.18 The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the empaneled agency. NICSI or its clients shall remain indemnified of any conflict of such nature arising between the agency and its employees. NICSI may ask the empaneled agency to submit documentary proofs of such nature as and when need arises.
- 8.19 Outsourcing/Consortiums/Sub-contracting is not allowed for the purpose of participating in this RFP.
- 8.20 The selected agency should not use NICSI empanelment to take orders directly from any other departments. Doing so will result in cancellation of empanelment and forfeiture of Security Deposit and the Vendor will be debarred from participating in any NICSI Tender for at least three years.

## 9. PRICE VARIATION CLAUSE

- 9.1 During the validity of the empanelment including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any empaneled item of the same or equivalent configuration/specification to any other Department/Organization at a price lower than the price fixed for NICSI under same terms and conditions as defined in this tender, the Vendor shall voluntarily pass on the price difference to NICSI. The effective date will be date of selling / intent to sell at lower rate.
- 9.2 In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to NICSI, and in the event of increasing of government levies subsequent to the finalization of the panel; NICSI shall consider the case on merit and the pro-rata benefits to the Vendor may be considered if full reference with documentary evidence is submitted.
- 9.3 During the validity of the empanelment including the extended period, if any, in case NICSI notices **that the market rates have come down** from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, NICSI may ask the **technically qualified** vendors to re-quote the prices and the Vendor(s) will be selected on the basis of financial evaluation procedure given earlier. All those technically qualified vendors, whose EMD have been returned by NICSI during/after the evaluation of the tender, will have to submit the EMD of the same amount along with the revised price quotations. The time gap between such re-quotes/revision of rates will be as per tender document.
- 9.4 **Exchange Rate Fluctuation:** Vendor will submit the foreign exchange rate (USD) applicable on bid submission date, as given on the RBI website (if applicable as per financial bid format). The foreign exchange rate published at RBI site on the last day of bid submission (closing rate) will be recorded as the reference rate. The request by empaneled Vendors for rate revision due to the fluctuation in foreign exchange rate (USD), will be considered only when the fluctuation is more than 10% of the defined reference value. Method of rate revision due to above fluctuation is given below. If the fluctuation is downwards, NICSI will revise price downwards as per the defined method.



The following method shall be adopted for **Exchange Rate Variation Calculation**

B1 = Base Rate, as per RBI website as of last date of bid submission  
 B2 = Current Rate, as of date when calculation of payment to be processed.  
 FC = Foreign Currency Component (in %)  
 L1 = Empanelment Rate before Exchange Rate Variation,  
 $ERV = \{[(B2 - B1)/B1] \times FC\% \times L1\}$

**For example:**

- Foreign Exchange of INR 60/\$ is assessed from RBI website (closing rate) during financial evaluation and is finalized as Base Rate.
- During issuance of PI, it is assessed that foreign exchange rate is INR 66/\$ (i.e. +10%).
- Base rate "B1" will now shift from INR 60/\$ to INR 66/\$ for all calculation purposes.

**Note:** Base Rate "B1" changes as-and-when a variation of  $\pm 10\%$  is assessed during issuance of PI or as indicated by the rate revision committee.

- 9.5 For subsequent revisions, the rate revision committee will record the foreign exchange rate applicable on the finalization date. In such cases, NICSI will take decision of giving complete / partial benefit of the variation by examining other existing similar government empanelment and prevalent market rates. NICSI may also invite revised financial bid from technically qualified vendors (if number of such vendors is more than two) and empanelment size will be reduced to at most two Vendors Decision of NICSI in this regard will be final and no representation of any kind will be entertained.

## **10. Award of Work**

- 10.1 NICSI has the right to choose any subset of the tendered items for placement of purchase/work orders.
- 10.2 NICSI will be free to allocate the work to any of the empaneled Vendors or to an agency of User Department's choice.
- 10.3 In case Work Orders are placed on more than one agency, the distribution of work orders will be at the sole discretion of NICSI or the User Department.
- 10.4 Work/Purchase order will be placed on the empaneled Vendor (or partner) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order.
- 10.5 Objection, if any, to the Purchase Order must be reported to NICSI by the supplier within Seven (7) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the supplier has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also.



- 10.6 After receiving the Purchase Order, amendment if any, is requested by the supplier or done by NICSI, the timelines of the work/purchase order shall be from the amendment date and not from the original Purchase Order date.
- 10.7 Subsequent to the issue of Purchase Orders, the supplier shall collect necessary related documents (copy of final Pro-forma Invoice from NICSI issued in the name of user-department) from NIC/ NICSI/End User for getting State Entry/Road Permit (wherever required) for complete, safe and timely delivery of the ordered products

### **11. Stock Entry and Billing to End User**

- 11.1 The suppliers will have to raise their invoices from New Delhi in the name of NICSI New Delhi, for all NICSI procurements. In case of NICSI direct procurement tender clause 14 will not be applicable.
- 11.2 After carrying out the Acceptance Testing, the supplier will have to submit its invoice/bill and the copy of the Acceptance test report/Certificate at NICSI Stores at New Delhi, so that NICSI can book the purchase and issue their Sale-Invoice in the name of user-department.
- 11.3 For all NICSI procurements under projects, after collecting the Sale-Invoice from NICSI, the supplier has to ensure the safe and onward transportation of the items from NICSI store /Delhi to the end user location at their own responsibility and expenditure. The Supplier is responsible for safe and secure delivery and installation of these items at user location(s). The supplier may use the insurance policy of NICSI for getting the item insured for safe delivery and settle the claim, if any, directly with insurer. NICSI may issue NOC in favor of supplier if needed for settling the claim.

### **12. Acceptance Testing, Delivery and Installation**

- 12.1 The items must be supplied in full as per ordered configuration for acceptance testing.
- 12.2 Vendor shall preload the BAS client application in the ordered devices, wherever applicable.
- 12.3 No item with short supply or alternate product with different technical specifications shall be taken up for acceptance testing under any circumstances. The supplier must ensure the availability of ordered items/spares in their stock before accepting the purchase order. The acceptance tests will include the verification of specification of ordered item, functional testing and reliability test, running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests. In case of urgent user requirement, the process of acceptance testing may be relaxed to successful installation of equipment at customer site. In such cases user/project manager's request is mandatory.
- 12.4 The offered items, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.
- 12.5 Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the Security Deposit/Performance Bank Guarantee. Further, NIC/NICSI can procure same items from alternate sources at the risk and cost of the defaulting vendor.

- 12.6 During empanelment period, if any item's specifications / model changes & becomes non-available due to obsolescence/ up-gradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item should be offered to NICSI for evaluation with full configuration at least one month prior to the acceptance testing date. The item(s) so offered will be evaluated at NICSI /any other site as decided by NICSI for its acceptance. The vendor should provide detailed technical documents and technical manpower support so as to enable NICSI to carry out the evaluation process again on the new item. In evaluating such change request, only the tender specification will be referred. In the case of main components, any change in the empanelled configuration due to technological up-gradation/ non-availability will be permitted by equivalent/better item of the same OEM. If no equivalent product meeting tender specification is available with that OEM, a communication from the OEM is mandatory in this regard before offering product of a different OEM.
- 12.7 The tentative schedule for conducting of acceptance testing shall be provided along with comprehensive material details by supplier within 15 working days from the date of purchase order to NICSI, so that all the related documentation work by NICSI could be completed and tested products can be delivered and installed within the stipulated time frame as per purchase order.
- 12.8 The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.
- 12.9 Normally, testing and acceptance of the Systems will be done at the Factory premises/Testing Lab of the Vendor/Authorized Partner, or at NIC/NICSI Headquarters in India (as the case may be) or any other premises in India or abroad suggested by supplier where it will be tested as per ordered specifications where representatives from supplier and NIC/NICSI will be present. The testing location/premises must be suitable/ agreeable to NIC/NICSI.
- 12.10 NIC/NICSI reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- 12.11 The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of NIC/NICSI and supplier's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or to the actual sites of installation. The top cover of the carton must have a label carrying the complete NIC/NICSI Purchase Order Number, supplier's bill number and Delivery location.
- 12.12 A sticker mentioning the Service Support Call Centre Number of the vendor and warranty details should be pasted by vendor on each box.
- 12.13 For a product becoming end of life, it is the responsibility of the empanelled vendor to get the replacement product approved pro-actively. If there is no replacement product available, the same has to be communicated to NICSI with justification from OEM, at least three months in advance so that NICSI do not quote rate for such product to users. For all such cases where either NICSI has issued Pro-forma Invoice (PI) or the fund has come to NICSI from user departments, the vendor will supply Systems, if necessary with higher configuration at the empaneled rates. If the vendor fails to follow the above requirement, Security Deposit of that vendor will be forfeited and empanelment may be cancelled. If the vendor follows the procedure of intimating NICSI well in advance about the non-availability with proper documentary evidence, the empanelment can be kept in suspension till a suitable and equivalent product is approved by NICSI. However, for any pending POs such relaxation will not be applicable. All aspects of safe delivery shall be the exclusive responsibility of the vendor. The schedule to be given for delivery at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects. Proof of



Delivery as per the format provided in Annexure-4: Delivery and Installation duly signed by the NIC/ NICSI Project Coordinator/User Department, should reach NIC/NICSI Head Quarters (as the case may be), New Delhi within 4 weeks of the delivery. All aspects of safe delivery shall be the exclusive responsibility of the vendor. The schedule to be given for delivery at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects. Proof of Delivery as per the format provided in Error! Reference source not found. duly signed by the NIC/ NICSI Project Coordinator/User Department, should reach NIC/NICSI Head Quarters (as the case may be), New Delhi within 4 weeks of the delivery.

- 12.14 At the destination site, the cartons will be opened only in the presence of authorized person/user and vendor's representative.
- 12.15 Supplier must apply to the respective authority for issue of road permit /e-waybill well in time. Necessary documents needed for applying for Road Permit will be collected by the vendor from NIC/NICSI/End User immediately on getting the Purchase Order from NIC/NICSI. If after proper and timely communication with the User Department, there is any delay in the issuance of road permit, the vendor will be entitled to get appropriate extension for delivery period provided that the acceptance testing was done and complete material was ready for dispatch 7 days before the due date of delivery as specified in purchase order.
- 12.16 Delays on account of getting relevant permits shall not make vendor eligible for waiver of penalties.
- 12.17 In case any discrepancy with regard to sign, stamp or date etc on the delivery certificate, a mail from concerned user/NICSI Coordinator/NIC user may be treated as delivery challan.
- 12.18 The vendor shall provide equipment manual and User manual along with each equipment, even if more than one equipment is ordered for a single location.

### 13. LIMITATION OF LIABILITY

- a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b) Except in the case of Gross Negligence or Willful Misconduct on the part of the selected agency or on the part of any person acting on behalf of the selected agency executing the work or in carrying out the Services, the Selected Agency, with respect to damage caused by the Selected Agency including to property and/or assets of NICSI or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Selected Agency may be entitled to receive from any insurance maintained by the Selected Agency to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such actor failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- c) This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the

Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

#### **14. INDEMNITY**

- I) The Selected Agency shall indemnify NICSI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - a. Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
  - b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
  - c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- II) The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
- III) NICSI/User department stand indemnified from any employment claims that the hired manpower / agency's manpower may opt to have towards the discharge of their duties in the fulfillment of the work orders.
- IV) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfillment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

#### **15. Confidentiality and Security**

- i. The selected agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICSI or its clients without the prior written consent of NICSI or the concerned User Department.
- ii. The agency will ensure that no information about the software, hardware, and database, the policies of NICSI/User Department is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

#### **16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God



(hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, NICSI may at its option, terminate the empanelment. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NICSI shall however, be responsible to pay the empaneled Vendor for the services successfully rendered to the satisfaction of NICSI/user department under the work orders/ purchase orders issued pursuant to the contract.

#### **17. TERMINATION OF CONTRACT**

- I. NICSI may, terminate this Empanelment/Work Order by giving the Selected Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - i. NICSI is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
  - ii. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
  - iii. Where it comes to NICSI's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority committed breach of Terms of the Contract in best judgment of NICSI.
  - iv. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with NICSI not found acceptable by NICSI/User Department.
  - v. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
  - vi. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of NICSI.
  - vii. The Selected Agency has been declared insolvent/bankrupt.



## **II. Consequences of Termination**

- i. NICSI shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empaneled Agency.
- ii. In the event of termination of this Contract, NICSI shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- iii. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by NICSI, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by NICSI.
- iv. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, NICSI shall pay the Selected Agency for that part of the Services which have been authorized by NICSI and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, NICSI may retain such amounts from the payment due and payable by NICSI to the Selected Agency as may be required to offset any losses caused to NICSI as a result of any act/omissions of the Selected Agency.
- v. NICSI may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empaneled Agencies or other persons employed for completing and finishing or using such deliverables.
- vi. When the Contract is terminated by NICSI for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

### **18. Dispute Resolution**

The Vendor and NICSI shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the empanelment.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.



Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement/Empanelment notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

**19. APPLICABLE LAW**

The empanelment/work-order(s) will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Delhi jurisdiction only.

Any other clauses not specifically mentioned in this Empanelment, but were part of the terms and conditions of the tender no. NICSI/End Point Terminal for BAS/2018/07 shall ipso facto be applicable to this empanelment.

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every page of this letter within seven days (7 days) from the date of the issue this letter as your acceptance of this empanelment letter along with all the terms and conditions. You are also requested to submit the security deposit as per tender terms and condition within 7 days.

Yours faithfully,

*J.B. Singh*  
(J.B. Singh)

Management Consultant-Tender



Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Project Coordinators, NICSI, New Delhi
3. Account Section, NICSI, New Delhi
4. Project Coordinators NIC/NICSI, New Delhi
5. Company Secretary, NICSI, New Delhi
6. Guard File

\*\*\*\*\*END\*\*\*\*\*



नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22/12/2021

To,

**Dev Information Technology Limited**

14, Aryans Corporate Park, Near Shilaj Railway Crossing,  
Thaltej-Shilaj Road, Thaltej,  
Ahmedabad - 380059

Kind Attn: Mr. Tejas Patel, Mobile No. 91- 9001890888

E-Mail id: [Tejas.m.patel@devitpl.com](mailto:Tejas.m.patel@devitpl.com)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No.NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-3, Region-6, Region-7 & Region-9')**

Dear Sir,

I am directed to refer to your acceptance letter to match the L1 rates as per clause mentioned in corrigendum-III (sl. no. 13 & 14) of Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be valid upto 24.11.2025, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-a Service (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.



- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

**• e-Hospital**

- Patient Registration (OPD, Causality (Emergency))
- Billing
- Clinic (OPD)
- Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- Store & Inventory
- Pharmacy
- Laboratory Information System (LIS)
- Radiology Information System (RIS)
- Laundry
- Dietary
- OT Management

**• Online Registration System**

**• e-BloodBank.**

**II. Requirement for Empanelment**

- This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- This empanelment is for the following region as mentioned below:-

Region	State
Region-3	<ul style="list-style-type: none"> <li>• Andaman &amp; Nicobar Islands</li> <li>• Andhra Pradesh</li> <li>• Karnataka</li> <li>• Kerala</li> <li>• Lakshadweep</li> <li>• Puducherry</li> <li>• Tamil Nadu</li> <li>• Telangana</li> </ul>

Region-6	<ul style="list-style-type: none"> <li>• Chhattisgarh</li> <li>• Goa</li> <li>• Madhya Pradesh</li> <li>• Maharashtra</li> </ul>
Region-7	<ul style="list-style-type: none"> <li>• Gujarat</li> <li>• Rajasthan</li> </ul>
Region-9	<ul style="list-style-type: none"> <li>• Delhi</li> <li>• Uttarakhand</li> <li>• Uttar Pradesh</li> </ul>

- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/NICSI/ Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: 'Approved Rates' of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### III. Training of Master Trainers

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single



- classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
  - d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.

## Part-II

### SCOPE OF WORK

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-BloodBank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.



- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

**The scope of work has broadly been defined subsequently in Annexure-2 of this document.**

**Part-III**

**TERMS OF EMPANELMENT**

**1. SIGNING OF EMPANELMENT/ CONTRACT**

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

**2. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.



ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-3	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry	Rs. 15 Lakhs
Region-6	Chhattisgarh, Goa, Madhya Pradesh, Maharashtra	Rs. 10 Lakhs
Region-7	Gujarat, Rajasthan	Rs. 10 Lakhs
Region-9	Uttarakhand, Uttar Pradesh, Delhi	Rs. 10 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.



- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.

#### 4. WORK ORDERS/ PURCHASE ORDERS

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).



- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

#### 5. PAYMENT TERMS

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

#### Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager

Stage	Payment Milestone	Percentage of Payment
Stage-1	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	60%
Stage-2	Training, User Acceptance and Go-Live	40%
Stage-3	Handholding support	Monthly
All Stages	Project Manager	Monthly

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/



- Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3,6th Floor, NBCC Tower,  
15Bhikaji Cama Place,  
New Delhi -110066.

#### 6. PENALTIES FOR DELAY

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value per week** of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's



Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.

- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

#### 7. GENERAL TERMS AND OTHER CONDITIONS

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debaring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.
- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### 8. INTELLECTUAL PROPERTY RIGHTS

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or



- unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

#### **10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

#### **11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

#### **12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI

stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.

- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

### **13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

### **14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

### **15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.



**16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

**17. ARBITRATION**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

**18. GOVERNING LAW**

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

**19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.



20. Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.



Yours faithfully,

*Neeraj Gautam*  
22.12.2021  
(Neeraj Gautam)  
GM & HOD(Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

**Annexures**

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

**Region - 3 (Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry)**

### A. E-HOSPITAL

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax							
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	
<b>Basic Modules</b>										
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42000	80000	120000	160000	190000	190000	190000	190000
<b>Add-On Modules</b>										
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	21000	40000	80000	100000	120000	120000	120000	120000
3	Store & Pharmacy	2 Months	42000	80000	120000	160000	190000	190000	190000	190000
4	Laboratory Information System (LIS)	2 Months	42000	80000	120000	160000	190000	190000	190000	190000
5	Radiology Information System (RIS)	1 Months	20000	38000	70000	100000	120000	120000	120000	120000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000	60000
7	Dietary	1 Months	21000	40000	80000	100000	120000	120000	120000	120000
8	OT Management	1 Months	21000	40000	80000	100000	120000	120000	120000	120000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

*Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.*

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate inRs. Exclusiveof tax (K)	OperationalCost per monthin Rs. Exclusiveof Tax (L)
1	Senior Support Manager	21500	3900
2	Data Executive	16500	3400
3	Medical Transcriptionist	21500	3900

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		61000



**Region - 6 (Chhattisgarh, Goa, Madhya Pradesh, Maharashtra)****D. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:-Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOODBANK**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		90000

**Region - 7 (Gujarat, Rajasthan)****G. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501 - 2500	2500 ^
(A)	(B)	(C)	(D)	(E)	(F)	(G)			
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**H. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**I. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	18000	5400
2	Data Executive	12500	3750
3	Medical Transcriptionist	40000	12000
S.No		Project Manager	
		Item (1)	Monthly Rate in Rs. exclusive of tax (2)
1		Project Manager for e-Hospital Implementation	110000

**Region -9 (Uttarakhand, Uttar Pradesh, Delhi)****J. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501 - 2500	> 2500
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatory implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**K. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**L. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	24000	7200
2	Data Executive	21500	6450
3	Medical Transcriptionist	40000	12000

Project Manager	
S.No	Monthly Rate in Rs. exclusive of tax (z)
1	110000

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.

- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-Blood Bank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C

  
 \_\_\_\_\_  
 State Coordinator, NIC

(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>		
		1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
		10. e-BloodBank	1 Month
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data</p>		



	<p>provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data</li> </ul>

	<p>preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</p> <ul style="list-style-type: none"> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.

- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>• The incumbents must have</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital authority as well as NIC on implementation related issues</li> <li>• Managing by way of interaction</li> </ul>

		<p>independently handled at least two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>with hospital, vendors, operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required.</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements.</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### C. Handholding Support Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills.</li> </ul>

			<ul style="list-style-type: none"> <li>• Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2+ years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



## ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD) 4. Admission, Discharge & Transfer (IPD) & Clinic (IPD) 5. Store & Pharmacy 6. Lab Information System (LIS) 7. Radiology Information System (RIS) 8. Laundry 9. Dietary 10. OT Management
2.	<b>e-BloodBank</b>	1. Donor Registration & Checkup 2. Blood Bag Preparation 3. Component Preparation 4. Aphaeresis, Requisition 5. Cross Match Details 6. Blood Issue Details 7. Discard Bag 8. Patient Blood Grouping 9. Blood Transfer

\*\*\*\*\*END\*\*\*\*\*





नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22/12/2021

To,

M/s GEMINI Consulting & Services India Pvt. Ltd.

7<sup>th</sup> Floor, NSIC Building, Industrial Estate

Mancheswar, Bhubaneswar

Odisha-751010

Kind Attn: Mr. Tapan Kumar Bhoi, Mobile No. 91- 9040022007

E-Mail id: [tbhoi@gemini-us.com](mailto:tbhoi@gemini-us.com)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No.NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-2, & Region-3')**

Dear Sir,

I am directed to refer to your acceptance letter to match the L1 rates as per clause mentioned in corrigendum-III (sl. no. 13 & 14) of Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be valid upto 24.11.2025, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-a Service (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.



- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

**• e-Hospital**

- i. Patient Registration (OPD, Causality (Emergency)
- ii. Billing
- iii. Clinic (OPD)
- iv. Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- v. Store & Inventory
- vi. Pharmacy
- vii. Laboratory Information System (LIS)
- viii. Radiology Information System (RIS)
- ix. Laundry
- x. Dietary
- xi. OT Management

**• Online Registration System**

**• e-BloodBank.**

**II. Requirement for Empanelment**

- a. This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- b. This empanelment is for the following region as mentioned below:-

Region	State
Region-2	<ul style="list-style-type: none"> <li>• Arunachal Pradesh</li> <li>• Assam</li> <li>• Manipur</li> <li>• Meghalaya</li> <li>• Mizoram</li> <li>• Nagaland</li> <li>• Sikkim</li> <li>• Tripura</li> </ul>



Region-3	<ul style="list-style-type: none"> <li>• Andaman &amp; Nicobar Islands</li> <li>• Andhra Pradesh</li> <li>• Karnataka</li> <li>• Kerala</li> <li>• Lakshadweep</li> <li>• Puducherry</li> <li>• Tamil Nadu</li> <li>• Telangana</li> </ul>
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- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/NICSI/ Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: 'Approved Rates' of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### **III. Training of Master Trainers**

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.



- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.

<b>Part-II</b>
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<b>SCOPE OF WORK</b>
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- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-BloodBank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.



**The scope of work has broadly been defined subsequently in Annexure-2 of this document.**

**Part-III**

**TERMS OF EMPANELMENT**

**1. SIGNING OF EMPANELMENT/ CONTRACT**

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

**2. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-2	Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim, Tripura	Rs. 4 Lakhs
Region-3	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry	Rs. 15 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.



**4. WORK ORDERS/ PURCHASE ORDERS**

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

**5. PAYMENT TERMS**

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:



**Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
Stage-1	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	60%
Stage-2	Training, User Acceptance and Go-Live	40%
Stage-3	Handholding support	Monthly
All Stages	Project Manager	Monthly

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3,6th Floor, NBCC Tower,  
15Bhikaji Cama Place,  
New Delhi -110066.

**6. PENALTIES FOR DELAY**

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.



- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value** per week of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

#### 7. GENERAL TERMS AND OTHER CONDITIONS

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.
- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.



- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

#### **10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.



- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

#### **11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

#### **12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

#### **13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

#### **14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.

- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

#### **15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

#### **16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### **17. ARBITRATION**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.



- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### 18. GOVERNING LAW

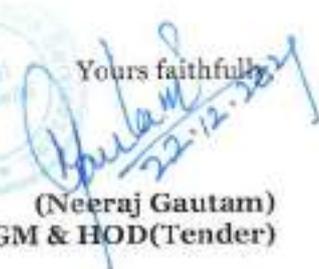
- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

#### 19. INTEGRITY PACT

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.

20. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.*

**You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.**

Yours faithfully,  
  
 (Neeraj Gautam)  
 GM & HOD(Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

#### Annexures

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

Region - 2 (Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim & Tripura)

### A. E-HOSPITAL

S.No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A) Up to 30	(B) 31 - 100	(C) 101 - 250	(D) 251 - 500	(E) 501 - 1500	(F) 1501-2500	(G) > 2500
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	40000	70000	120000	175000	205000	205000	205000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	20000	40000	75000	110000	125000	125000	125000
3	Store & Pharmacy	2 Months	40000	70000	120000	175000	205000	205000	205000
4	Laboratory Information System (LIS)	2 Months	40000	70000	120000	175000	205000	205000	205000
5	Radiology Information System (RIS)	1 Months	20000	40000	75000	110000	125000	125000	125000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000
7	Dietary	1 Months	21000	40000	75000	110000	125000	125000	125000
8	OT Management	1 Months	20000	40000	75000	110000	125000	125000	125000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**



**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	20000	3900
2	Data Executive	13000	4900
3	Medical Transcriptionist	20000	3900
<b>Project Manager</b>			
S.No	Item (1)	Monthly Rate in Rs. exclusive of tax (2)	
1	Project Manager for e-Hospital Implementation	61000	

**Region - 3 (Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry)**

**D. E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax							
			(A) Up to 30	(B) 31 - 100	(C) 101 - 250	(D) 251 - 500	(E) 501 - 1500	(F) 1501 - 2500	(G) > 2500	
<b>Basic Modules</b>										
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42000	80000	120000	160000	190000	190000	190000	
<b>Add-On Modules</b>										
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	21000	40000	80000	100000	120000	120000	120000	120000
3	Store & Pharmacy	2 Months	42000	80000	120000	160000	190000	190000	190000	190000
4	Laboratory Information System (LIS)	2 Months	42000	80000	120000	160000	190000	190000	190000	190000
5	Radiology Information System (RIS)	1 Months	20000	38000	70000	100000	120000	120000	120000	120000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000	60000
7	Dietary	1 Months	21000	40000	80000	100000	120000	120000	120000	120000
8	OT Management	1 Months	21000	40000	80000	100000	120000	120000	120000	120000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	21500	3900
2	Data Executive	16500	3400
3	Medical Transcriptionist	21500	3900
S.No		Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1		Project Manager for e-Hospital Implementation	61000

**Note:-**

- GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- Payment to the empanelled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.

- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICSI	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C



- (i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.
- (ii) Other activities includes:
1. Network Assessment such as Internet availability.
  2. IT Infra Assessment such as PC, Printer and Bar code Printer
  3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
  4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10.e-BloodBank		1 Month	
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p>		

	<ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and</li> </ul>

	<p>prepared as per the prescribed formats by the hospital administration.</p> <ul style="list-style-type: none"> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.
- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.



- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



## ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>• The incumbents must have independently handled at least</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital authority as well as NIC on implementation related issues</li> <li>• Managing by way of interaction with hospital, vendors,</li> </ul>



		<p>two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required.</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements.</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### C. Handholding Support Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills</li> <li>• Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>



2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2+ years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



### ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	<ol style="list-style-type: none"> <li>1. Patient Registration (OPD, Emergency, Appointment &amp; Online Registration System)</li> <li>2. Billing</li> <li>3. Clinic (OPD)</li> <li>4. Admlsion, Discharge &amp; Transfer (IPD) &amp;Clinic (IPD)</li> <li>5. Store &amp; Pharmacy</li> <li>6. Lab Information System (LIS)</li> <li>7. Radiology Information System (RIS)</li> <li>8. Laundry</li> <li>9. Dietary</li> <li>10. OT Management</li> </ol>
2.	<b>e-BloodBank</b>	<ol style="list-style-type: none"> <li>1. Donor Registration &amp; Checkup</li> <li>2. Blood Bag Preparation</li> <li>3. Component Preparation</li> <li>4. Aphaeresis, Requisition</li> <li>5. Cross Match Details</li> <li>6. Blood Issue Details</li> <li>7. Discard Bag</li> <li>8. Patient Blood Grouping</li> <li>9. Blood Transfer</li> </ol>

\*\*\*\*\*END\*\*\*\*\*



नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.  
National Informatics Centre Services Inc.  
(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)  
(A Government of India Enterprise under NIC)  
इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय  
Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 14/01/2022

To

M/s Luminous Infoways Pvt. Ltd.  
DLF Cyber City, 6<sup>th</sup> Floor,  
DCB-615/616/617, Chandaka Industrial Estate,  
Bhubaneswar – 751024, Odisha

Kind Attn: Mr. Satyadeep Mohanty, Mobile No. 91- 9892969240  
E-Mail id: [Satyadeep.mohanty@lipl.in](mailto:Satyadeep.mohanty@lipl.in)

**Addendum**

**Subject:- Addendum to Empanelment letter no. 10(28)/2018-NICSI dated 03.01.2022 for empanelment of selected vendor consequent to finalization of open tender no. NICSI/ eHospital Rollout/ 2020/ 15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India. (for 'Region-7')**

Dear Sir,

I am directed to refer to your letter dated 13.01.2022 regarding acceptance of L1 rates under Region-7 (Gujarat, Rajasthan) against tender no. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India, and to inform you that the competent authority has decided **to add the services/ items and rates of aforesaid 'Region-7' in the empanelment letter** as per Annexure-A.

2. The details of Security Deposit to be submitted by your firm against this Addendum letter for the region as added in the empanelment letter is given in Annexure-B.

3. The other terms and conditions of the empanelment letter no. 10(28)/2018-NICSI dated 03.01.2022, will remain the same and unchanged.

Kindly acknowledge the receipt and submit acceptance on your company's letter head alongwith sealed & signed copy of each and every paper of this letter within seven days (7 days) from the issue of this letter.

Yours faithfully,

NEERAJ  
GAUTAM  
(Neeraj Gautam)  
GM & HoD (Tender)

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**ANNEXURE - A**Tender No. **NICSI/eHospital Rollout/2020/15**Vendor Name: **M/s Luminous Infoways Pvt. Ltd.****APPROVED L1 RATES****Region – 7 (Gujarat, Rajasthan)****A. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501 - 2500	> 2500
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000

**NEERAJ GAUTAM**

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5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-Blood Bank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	18000	5400
2	Data Executive	12500	3750
3	Medical Transcriptionist	40000	12000

S.No	Project Manager	
	Item (1)	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation	110000

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/ Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-Blood Bank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.

**NEERAJ  
GAUTAM**

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**ANNEXURE - B****Security Deposit**

The details of Security Deposit to be submitted by the Agency is mentioned as under:

<b>Region</b>	<b>States</b>	<b>Security Deposit (INR)</b>
<b>Region-7</b>	Gujarat, Rajasthan	<b>Rs. 10 Lakhs</b>

\*\*\*\*\*END\*\*\*\*\*

**NEERAJ GAUTAM**  
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d801d1e4b998, ou=NICSI, cn=NEERAJ GAUTAM, postalCode=110066, st=Delhi,  
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नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.  
**National Informatics Centre Services Inc.**  
(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)  
(A Government of India Enterprise under NIC)  
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय  
Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 03/01/2022

To,

**M/s Luminous Infoways Pvt. Ltd.**  
DLF Cyber City, 6<sup>th</sup> Floor,  
DCB-615/616/617, Chandaka Industrial Estate,  
Bhubaneswar - 751024, Odisha

Kind Attn: Mr. Satyadeep Mohanty, Mobile No. 91- 9892969240  
E-Mail id: [Satyadeep.mohanty@lipl.in](mailto:Satyadeep.mohanty@lipl.in)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No.NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.  
(for 'Region-2')**

Dear Sir,

I am directed to refer to your acceptance letter to match the L1 rates as per clause mentioned in corrigendum-III (sl. no. 13 & 14) of Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be valid upto 24.11.2025, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-a Service (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.



- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

**• e-Hospital**

- Patient Registration (OPD, Causality (Emergency))
- Billing
- Clinic (OPD)
- Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- Store & Inventory
- Pharmacy
- Laboratory Information System (LIS)
- Radiology Information System (RIS)
- Laundry
- Dietary
- OT Management

**• Online Registration System**

**• e-BloodBank.**

**II. Requirement for Empanelment**

- This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- This empanelment is for the following region as mentioned below:-

Region	State
Region-2	<ul style="list-style-type: none"> <li>• Arunachal Pradesh</li> <li>• Assam</li> <li>• Manipur</li> <li>• Meghalaya</li> <li>• Mizoram</li> <li>• Nagaland</li> <li>• Sikkim</li> <li>• Tripura</li> </ul>



- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/NICSI/ Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: 'Approved Rates' of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### **III. Training of Master Trainers**

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.



**Part-II****SCOPE OF WORK**

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-BloodBank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

***The scope of work has broadly been defined subsequently in Annexure-2 of this document.***



<b>Part-III</b>
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<b>TERMS OF EMPANELMENT</b>
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**1. SIGNING OF EMPANELMENT/ CONTRACT**

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

**2. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-2	Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim, Tripura	Rs. 4 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.



- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/ Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.



**4. WORK ORDERS/ PURCHASE ORDERS**

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time.
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

**5. PAYMENT TERMS**

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.



- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

**Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
Stage-1	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	60%
Stage-2	Training, User Acceptance and Go-Live	40%
Stage-3	Handholding support	Monthly
All Stages	Project Manager	Monthly

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.



**6. PENALTIES FOR DELAY**

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value per week** of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

**7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.



- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.



**10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

**11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

**12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

**13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.



- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

#### **14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

#### **15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

#### **16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party



seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### **17. ARBITRATION**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### **18. GOVERNING LAW**

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

#### **19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.



20. Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.

 Yours faithfully,  
03.01.2022

(Neeraj Gautam)  
GM & HOD(Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

**Annexures**

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

Region - 2 (Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim & Tripura)

### A. E-HOSPITAL

S.No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax					
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501-2500
(A)	(B)	(C)	(D)	(E)	(F)	(G)		
<b>Basic Modules</b>								
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	40000	70000	120000	175000	205000	205000
<b>Add-On Modules</b>								
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	20000	40000	75000	110000	125000	125000
3	Store & Pharmacy	2 Months	40000	70000	120000	175000	205000	205000
4	Laboratory Information System (LIS)	2 Months	40000	70000	120000	175000	205000	205000
5	Radiology Information System (RIS)	1 Months	20000	40000	75000	110000	125000	125000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000
7	Dietary	1 Months	21000	40000	75000	110000	125000	125000
8	OT Management	1 Months	20000	40000	75000	110000	125000	125000

*Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.*

**B. E-BLOODBANK**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	20000	3900
2	Data Executive	13000	4900
3	Medical Transcriptionist	20000	3900

Project Manager	
S.No	Item (1)
1	Project Manager for e-Hospital Implementation
Monthly Rate in Rs. exclusive of tax (2)	
61000	



**Note:-**

- i. GST& other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

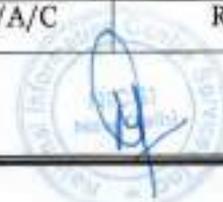
The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C



(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10.e-BloodBank		1 Month	
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data</p>		

	<p>provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data</li> </ul>



	<p>preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</p> <ul style="list-style-type: none"> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.

- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>• The incumbents must have</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital authority as well as NIC on implementation related issues</li> <li>• Managing by way of interaction</li> </ul>

		<p>independently handled at least two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>with hospital, vendors, operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required .</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements .</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### C. Handholding Support Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills.</li> </ul>



			<ul style="list-style-type: none"> <li>• Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2+ years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



## ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD) 4. Admission, Discharge & Transfer (IPD) & Clinic (IPD) 5. Store & Pharmacy 6. Lab Information System (LIS) 7. Radiology Information System (RIS) 8. Laundry 9. Dietary 10. OT Management
2.	<b>e-BloodBank</b>	1. Donor Registration & Checkup 2. Blood Bag Preparation 3. Component Preparation 4. Aphaeresis, Requisition 5. Cross Match Details 6. Blood Issue Details 7. Discard Bag 8. Patient Blood Grouping 9. Blood Transfer

\*\*\*\*\*END\*\*\*\*\*





नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 03/01/2022

To,

M/s NetCreativeMind Solutions Private Limited

133, Ground Floor, Katwaria Sarai,

New Delhi - 110016

Kind Attn: Mr. Manoj Kumar Garg, Mobile No. +91 9810978433

E-Mail id: manoj@netcreativemind.com

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No.NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-4')**

Dear Sir,

I am directed to refer to your acceptance letter to match the L1 rates as per clause mentioned in corrigendum-III (sl. no. 13 & 14) of Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be valid upto 24.11.2025, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-a Service (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.



- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

**• e-Hospital**

- Patient Registration (OPD, Causality (Emergency))
- Billing
- Clinic (OPD)
- Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- Store & Inventory
- Pharmacy
- Laboratory Information System (LIS)
- Radiology Information System (RIS)
- Laundry
- Dietary
- OT Management

**• Online Registration System**

**• e-BloodBank.**

**II. Requirement for Empanelment**

- This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- This empanelment is for the following region as mentioned below:-

Region	State
Region-4	<ul style="list-style-type: none"> <li>• Haryana</li> <li>• Himachal Pradesh</li> <li>• Punjab</li> <li>• Chandigarh</li> </ul>

- The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/NICSI/ Hospital/User.



- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: 'Approved Rates' of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### **III. Training of Master Trainers**

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.



**Part-II****SCOPE OF WORK**

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-BloodBank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

***The scope of work has broadly been defined subsequently in Annexure-2 of this document.***



<b>Part-III</b>
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<b>TERMS OF EMPANELMENT</b>
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**1. SIGNING OF EMPANELMENT/ CONTRACT**

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

**2. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-4	Haryana, Himachal Pradesh, Punjab, Chandigarh	Rs. 4 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.



- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/ Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.



**4. WORK ORDERS/ PURCHASE ORDERS**

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

**5. PAYMENT TERMS**

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.



- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

**Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
Stage-1	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	60%
Stage-2	Training, User Acceptance and Go-Live	40%
Stage-3	Handholding support	Monthly
All Stages	Project Manager	Monthly

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.



**6. PENALTIES FOR DELAY**

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value** per week of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

**7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarred the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.



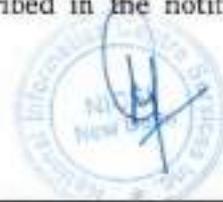
- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.



**10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

**11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

**12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

**13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.



- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

#### **14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

#### **15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

#### **16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by



it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### **17. ARBITRATION**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### **18. GOVERNING LAW**

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

#### **19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.



20. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.*

**You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.**

  
Yours faithfully,  
**(Neeraj Gautam)**  
**GM & HOD(Tender)**

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

Annexures

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

Region - 4 (Haryana, Himachal Pradesh, Punjab, Chandigarh)

### A. APPROVED RATES FOR E-HOSPITAL

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:-Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**B. E-BLOODBANK**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per monthin Rs. Exclusive of Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836
S.No		Project Manager	
		Item (1)	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		90000

**Note:-**

- i. GST& other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

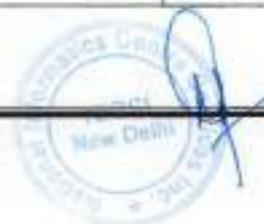
The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C



(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10.e-BloodBank		1 Month	
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data</p>		

	<p>provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data</li> </ul>



preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.

- To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.
- To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.
- To test the master data and configuration parameters in the application.
- To test the application with the test data/cases as per prescribed formats.
- To ensure the trial run and then go-live of the application.
- To obtain user acceptance (Completion Certificates) from the hospital.

#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.

- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>• The incumbents must have</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital authority as well as NIC on implementation related issues</li> <li>• Managing by way of interaction</li> </ul>

		<p>independently handled at least two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>with hospital, vendors, operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required .</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements .</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### **C. Handholding Support Resource Positions and Responsibilities**

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills.</li> </ul>

			<ul style="list-style-type: none"> <li>• Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2+ years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



## ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD) 4. Admission, Discharge & Transfer (IPD) & Clinic (IPD) 5. Store & Pharmacy 6. Lab Information System (LIS) 7. Radiology Information System (RIS) 8. Laundry 9. Dietary 10. OT Management
2.	<b>e-BloodBank</b>	1. Donor Registration & Checkup 2. Blood Bag Preparation 3. Component Preparation 4. Aphaeresis, Requisition 5. Cross Match Details 6. Blood Issue Details 7. Discard Bag 8. Patient Blood Grouping 9. Blood Transfer

\*\*\*\*\*END\*\*\*\*\*





नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.  
National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22.12.2021

To,

**M/s Outworks Solutions Pvt. Ltd.**

H-195, Lohia Rd, H Block,

Sector-63, Noida

Uttar Pradesh - 201309

Kind Attn: Mr. Shikhar Varshney, Mobile No. 91-9818442784

E-Mail id: [shikhar.varshney@outworx.com](mailto:shikhar.varshney@outworx.com)

**Amendment**

**Subject:- Amendment to Empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021 for empanelment of selected vendor consequent to finalization of open tender no. NICSI/ eHospital Rollout/ 2020/ 15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

***(for 'Region-4 & Region-6')***

Dear Sir,

I am directed to refer to our empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021 issued to M/s Outworks Solutions Pvt. Ltd. against tender no. NICSI/ eHospital Rollout/ 2020/ 15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India (Region-7 & Region-9), and to inform you that the following empanelment clause no. 2 (iv) & (v) related to submission of Security Deposit against empanelled regions:-

"iv. Empanelled agencies shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. 2 years and 90 days).

v. In the event wherein the Empanelment is extended by NICSI beyond 2 years, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI.

Page 1 of 2

The Validity of this Security Deposit shall also be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment."

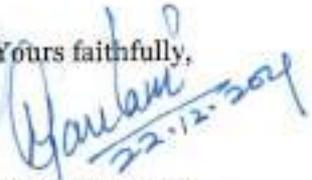
***MAY BE READ AS***

"iv. Empanelled agency shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).

v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment."

3. **The other terms and conditions of the empanelment letter No. 10(28)/2018-NICSI dated 25.11.2021, will remain the same and unchanged.**

This issues with the approval of competent authority.

 Yours faithfully,  
  
22.12.2021  
**(Neeraj Gautam)**  
**GM & HoD (Tender)**



नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 25/11/2021

To,

M/s Outworks Solutions Pvt. Ltd.

H-195, Lohia Rd, H Block,

Sector-63, Noida

Uttar Pradesh - 201309

Kind Attn: Mr. Shubham Jain, Mobile No. 91-7531032035

E-Mail id: [Shubham.jain@outworx.com](mailto:Shubham.jain@outworx.com)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/Public Sector/Semi Government/Autonomous/Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-4 & Region-6')**

Dear Sir,

I am directed to refer to your financial bid submitted in response to our Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/Public Sector/ Semi Government/Autonomous/Cooperative Hospitals/Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be initially for a period of 4 (Four) years, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-aService (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.



- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

- **e-Hospital**

- i. Patient Registration (OPD, Causality (Emergency))
- ii. Billing
- iii. Clinic (OPD)
- iv. Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- v. Store & Inventory
- vi. Pharmacy
- vii. Laboratory Information System (LIS)
- viii. Radiology Information System (RIS)
- ix. Laundry
- x. Dietary
- xi. OT Management

- **Online Registration System**

- **e-BloodBank.**

## **II. Requirement for Empanelment**

- a. This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- b. This empanelment is for the following region as mentioned below:-

<b>Region</b>	<b>State</b>
Region-4	<ul style="list-style-type: none"> <li>• Haryana</li> <li>• Himachal Pradesh</li> <li>• Punjab</li> <li>• Chandigarh</li> </ul>
Region-6	<ul style="list-style-type: none"> <li>• Chhattisgarh</li> <li>• Goa</li> <li>• Madhya Pradesh</li> <li>• Maharashtra</li> </ul>



- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/ NICSI/ Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: Approved Rates of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### **III. Training of Master Trainers**

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.



**Part-II****SCOPE OF WORK**

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-Blood Bank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

***The scope of work has broadly been defined subsequently in Annexure-2 of this document.***



<b>Part-III</b>
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<b>TERMS OF EMPANELMENT</b>
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**1. SIGNING OF EMPANELMENT/ CONTRACT**

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

**2. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-4	Haryana, Himachal Pradesh, Punjab, Chandigarh	Rs. 4 Lakhs
Region-6	Chhattisgarh, Goa, Madhya Pradesh, Maharashtra	Rs. 10 Lakhs



- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. 2 years and 90 days).
- v. In the event wherein the Empanelment is extended by NICSI beyond **2 years**, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60 (Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.



- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.

#### **4. WORK ORDERS/ PURCHASE ORDERS**

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

#### **5. PAYMENT TERMS**

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made



subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

**Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
<b>Stage-1</b>	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	<b>60%</b>
<b>Stage-2</b>	Training, User Acceptance and Go-Live	<b>40%</b>
<b>Stage-3</b>	Handholding support	<b>Monthly</b>
<b>All Stages</b>	Project Manager	<b>Monthly</b>

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2 & 3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.



**6. PENALTIES FOR DELAY**

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value per week** of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

**7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.



- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/ tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.



- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

#### **10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

#### **11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

#### **12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation,

downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

### **13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

### **14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

### **15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.



- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

**16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

**17. ARBITRATION**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

**18. GOVERNING LAW**

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.



**19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.

20. Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.

Yours faithfully,

  
(Neeraj Gautam)  
GM & HOD(Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

**Annexures**

The necessary annexures are given in the following pages



# ANNEXURE-1: APPROVED RATES

Region - 4 (Haryana, Himachal Pradesh, Punjab, Chandigarh)

## A. APPROVED RATES FOR E-HOSPITAL

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1000	1001 - 1500	1501 - 2500
(A)	(B)	(C)	(D)	(E)	(F)	(G)			
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

S.No	Resource Category* (as per the qualification)	Hand holding Support		Operational Cost per month in Rs. Exclusive of Tax (L)
		Resource Rate in Rs. Exclusive of tax (K)	Man month	
1	Senior Support Manager	40000		2160
2	Data Executive	26000		1404
3	Medical Transcriptionist	34000		1836

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		90000

**Note:-**

- GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.



- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



**Region – 6 (Chhattisgarh, Goa, Madhya Pradesh, Maharashtra)****D. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:- Hospitals should have mandatory implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOOD BANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and Go Live.	1 Month	30000

**Note:** The work order for the e-Blood Bank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man□ month Rate InRs. Exclusiveof tax (K)	OperationalCost per monthin Rs. Exclusiveof Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		90000

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.

- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital) and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C

(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10. e-BloodBank		1 Month	
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the</p>		

	<p>implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application. • To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> </ul>

	<ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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**A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

**B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

**C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

**D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.

- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICS I for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.
- g. **Transfer fund to NICS I for issuance of work Order to selected agency.**
- h. Place the work order through NICS I to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICS I for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital</li> </ul>



		<p>software development projects and network support.</p> <ul style="list-style-type: none"> <li>The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation.</li> <li>They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>authority as well as NIC on implementation related issues</p> <ul style="list-style-type: none"> <li>Managing by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>Experience with standard software applications like MS Office, Windows</li> <li>Database management and networking skills</li> <li>Familiarity with support and general troubleshooting</li> <li>Organizational skills, ability to prioritize</li> <li>Must have a strong dedication to customer service.</li> <li>Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>Coordination with NIC team and assisting User in implementing the application</li> <li>Supervising OAs and providing them guidance wherever required .</li> <li>Coordination with NIC team for localization and configuration.</li> <li>Mapping of software with requirements .</li> <li>Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>Graduation degree with 1+ year of experience</li> <li>Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>Assisting in training and handholding support to the User</li> <li>Resolving customer issues in timely manner</li> <li>Managing queries from the user</li> <li>Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>



**C. Handholding Support Resource Positions and Responsibilities**

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>Graduate (10+2+3) in any discipline</li> <li>5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>Overall responsibility of application rollout within a defined area of operations.</li> <li>Coordinating with project team and assisting the User's software team in using the application</li> <li>Experience in Word processing tools, good communication skills.</li> <li>Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>Intermediate (10+2)</li> <li>1+ years of experience in any organization in IT/ Customer support/ Data handling.</li> </ul>	<ul style="list-style-type: none"> <li>Handling of e-Hospital and/or e-BloodBank software operations</li> <li>Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>2 + years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>Translating medical terminologies and jargons into appropriate long forms</li> <li>Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>Identifying inconsistencies, errors and missing information within the patient records</li> <li>Handling of e-Hospital and/or e-BloodBank software applications</li> <li>Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>

### ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	<ol style="list-style-type: none"> <li>1. Patient Registration (OPD, Emergency, Appointment &amp; Online Registration System)</li> <li>2. Billing</li> <li>3. Clinic (OPD)</li> <li>4. Admission, Discharge &amp; Transfer (IPD) &amp; Clinic (IPD)</li> <li>5. Store &amp; Pharmacy</li> <li>6. Lab Information System (LIS)</li> <li>7. Radiology Information System (RIS)</li> <li>8. Laundry</li> <li>9. Dietary</li> <li>10. OT Management</li> </ol>
2.	<b>e-Blood Bank</b>	<ol style="list-style-type: none"> <li>1. Donor Registration &amp; Checkup</li> <li>2. Blood Bag Preparation</li> <li>3. Component Preparation</li> <li>4. Aphaeresis, Requisition</li> <li>5. Cross Match Details</li> <li>6. Blood Issue Details</li> <li>7. Discard Bag</li> <li>8. Patient Blood Grouping</li> <li>9. Blood Transfer</li> </ol>

\*\*\*\*\*END\*\*\*\*\*





नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सु. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22/12/2021

To,

M/s Pioneer E Solutions Pvt. Ltd.

169/8, Pioneer Tower Model,

Town Gurgaon Haryana

122001

Kind Attn: Mr. Puneet Sharma, Mobile No. 91- 9555993534

E-Mail id: [support@pioneersolutions.in](mailto:support@pioneersolutions.in)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No.NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-2, Region-3, Region-4, Region-6 & Region-9')**

Dear Sir,

I am directed to refer to your acceptance letter to match the L1 rates as per clause mentioned in corrigendum-III (sl. no. 13 & 14) of Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

This Empanelment will be **valid upto 24.11.2025**, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-a Service (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.





- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

**• e-Hospital**

- i. Patient Registration (OPD, Casualty (Emergency))
- ii. Billing
- iii. Clinic (OPD)
- iv. Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- v. Store & Inventory
- vi. Pharmacy
- vii. Laboratory Information System (LIS)
- viii. Radiology Information System (RIS)
- ix. Laundry
- x. Dietary
- xi. OT Management

**• Online Registration System**

**• e-BloodBank.**

**II. Requirement for Empanelment**

- a. This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- b. This empanelment is for the following region as mentioned below:-

Region	State
Region-2	<ul style="list-style-type: none"> <li>• Arunachal Pradesh</li> <li>• Assam</li> <li>• Manipur</li> <li>• Meghalaya</li> <li>• Mizoram</li> <li>• Nagaland</li> <li>• Sikkim</li> <li>• Tripura</li> </ul>



Region-3	<ul style="list-style-type: none"> <li>• Andaman &amp; Nicobar Islands</li> <li>• Andhra Pradesh</li> <li>• Karnataka</li> <li>• Kerala</li> <li>• Lakshadweep</li> <li>• Puducherry</li> <li>• Tamil Nadu</li> <li>• Telangana</li> </ul>
Region-4	<ul style="list-style-type: none"> <li>• Haryana</li> <li>• Himachal Pradesh</li> <li>• Punjab</li> <li>• Chandigarh</li> </ul>
Region-6	<ul style="list-style-type: none"> <li>• Chhattisgarh</li> <li>• Goa</li> <li>• Madhya Pradesh</li> <li>• Maharashtra</li> </ul>
Region-9	<ul style="list-style-type: none"> <li>• Delhi</li> <li>• Uttarakhand</li> <li>• Uttar Pradesh</li> </ul>

- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/NICSI/Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: 'Approved Rates' of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.



- m. The empaneled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### III. Training of Master Trainers

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.

## Part-II

### SCOPE OF WORK

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-BloodBank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed

by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.

- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

**The scope of work has broadly been defined subsequently in Annexure-2 of this document.**

### Part-III

### TERMS OF EMPANELMENT

#### 1. SIGNING OF EMPANELMENT/ CONTRACT

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

#### 2. SECURITY DEPOSIT FOR EMPANELMENT

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft,

Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.

- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-2	Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim, Tripura	Rs. 4 Lakhs
Region-3	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry	Rs. 15 Lakhs
Region-4	Haryana, Himachal Pradesh, Punjab, Chandigarh	Rs. 4 Lakhs
Region-6	Chhattisgarh, Goa, Madhya Pradesh, Maharashtra	Rs. 10 Lakhs
Region-9	Uttarakhand, Uttar Pradesh, Delhi	Rs. 10 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.



- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.

#### 4. WORK ORDERS/ PURCHASE ORDERS

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment

- of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

#### 5. PAYMENT TERMS

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

#### **Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
<b>Stage-1</b>	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	<b>60%</b>
<b>Stage-2</b>	Training, User Acceptance and Go-Live	<b>40%</b>
<b>Stage-3</b>	Handholding support	<b>Monthly</b>
<b>All Stages</b>	Project Manager	<b>Monthly</b>

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. No TA/DA shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.



- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.

#### 6. PENALTIES FOR DELAY

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1 % of the order value per week of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.

- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

#### **7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.
- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified



against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.

- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

#### **10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

#### **11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

#### **12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand



and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.

- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

### 13. TERMINATION FOR INSOLVENCY

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

### 14. EMPLOYEE VERIFICATION

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

### 15. RESPONSIBILITIES OF THE EMPANELED AGENCY

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
- a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
- b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.



**16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

**17. ARBITRATION**

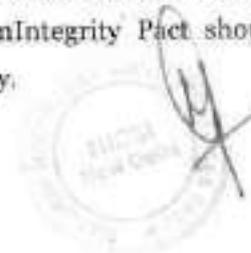
- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

**18. GOVERNING LAW**

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

**19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.



20. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.*

**You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.**



Yours faithfully,

*(Signature)*  
22.12.2021  
**(Neeraj Gautam)**  
**GM & HOD(Tender)**

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

Annexures

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

Region - 2 (Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim & Tripura)

### A. E-HOSPITAL

S.No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A) Up to 30	(B) 31 - 100	(C) 101 - 250	(D) 251 - 500	(E) 501 - 1500	(F) 1501 - 2500	(G) > 2500
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	40000	70000	120000	175000	205000	205000	205000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	20000	40000	75000	110000	125000	125000	125000
3	Store & Pharmacy	2 Months	40000	70000	120000	175000	205000	205000	205000
4	Laboratory Information System (LIS)	2 Months	40000	70000	120000	175000	205000	205000	205000
5	Radiology Information System (RIS)	1 Months	20000	40000	75000	110000	125000	125000	125000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000
7	Dietary	1 Months	21000	40000	75000	110000	125000	125000	125000
8	OT Management	1 Months	20000	40000	75000	110000	125000	125000	125000

*Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.*

**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			Operational Cost per month in Rs. Exclusive of Tax (L)
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	
1	Senior Support Manager	20000	3900
2	Data Executive	13000	4900
3	Medical Transcriptionist	20000	3900

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		61000



**Region - 3 (Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry)**

**D. E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42000	80000	120000	160000	190000	190000	190000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	21000	40000	80000	100000	120000	120000	120000
3	Store & Pharmacy	2 Months	42000	80000	120000	160000	190000	190000	190000
4	Laboratory Information System (LIS)	2 Months	42000	80000	120000	160000	190000	190000	190000
5	Radiology Information System (RIS)	1 Months	20000	38000	70000	100000	120000	120000	120000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000
7	Dietary	1 Months	21000	40000	80000	100000	120000	120000	120000
8	OT Management	1 Months	21000	40000	80000	100000	120000	120000	120000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	21500	3900
2	Data Executive	16500	3400
3	Medical Transcriptionist	21500	3900

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		61000

**Region - 4 (Haryana, Himachal Pradesh, Punjab, Chandigarh)****G. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:-Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**H. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note:** The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.

**L. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836
<b>S.No</b>		<b>Project Manager</b>	
<b>Item (1)</b>		<b>Monthly Rate in Rs. exclusive of tax (2)</b>	
1	Project Manager for e-Hospital Implementation		90000



**Region - 6 (Chhattisgarh, Goa, Madhya Pradesh, Maharashtra)****J. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**K. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**L. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			Operational Cost per month in Rs. Exclusive of Tax (L)
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		90000



**Region -9 (Uttarakhand, Uttar Pradesh, Delhi)****M. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501 - 2500	
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

N. E-BLOODBANK:

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

O. HANDHOLDING SUPPORT & PROJECT MANAGER:

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	24000	72000
2	Data Executive	21500	64500
3	Medical Transcriptionist	40000	120000

Project Manager	
S.No	Item (I)
1	Project Manager for e-Hospital Implementation
	Monthly Rate in Rs. exclusive of tax (2)
	110000

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empanelled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.

- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not be less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on a month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



NICSI  
New Delhi

## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C



(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10. e-BloodBank	1 Month		
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p>		



	<ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and</li> </ul>



	<p>prepared as per the prescribed formats by the hospital administration.</p> <ul style="list-style-type: none"> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.
- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.

- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>• The incumbents must have independently handled at least</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital authority as well as NIC on implementation related issues</li> <li>• Managing by way of interaction with hospital, vendors,</li> </ul>

		<p>two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required .</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements .</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### C. Handholding Support Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills.</li> <li>• Provide support for routine data transfer, take data backup and</li> </ul>

			other IT support requirements
2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2+ years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



## ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD) 4. Admission, Discharge & Transfer (IPD) & Clinic (IPD) 5. Store & Pharmacy 6. Lab Information System (LIS) 7. Radiology Information System (RIS) 8. Laundry 9. Dietary 10. OT Management
2.	<b>e-BloodBank</b>	1. Donor Registration & Checkup 2. Blood Bag Preparation 3. Component Preparation 4. Aphaeresis, Requisition 5. Cross Match Details 6. Blood Issue Details 7. Discard Bag 8. Patient Blood Grouping 9. Blood Transfer

-----END-----





नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22.12.2021

To,

M/s Prakhar Software Solutions Pvt. Ltd.

B-1/44, LGF, Malviya Nagar

New Delhi - 110017

Kind Attn: Mr. Rahul Verma, Mobile No. 91-8595913686

E-Mail id: rahul.verma@prakharsoftwares.com

**Addendum & Amendment**

**Subject:- Addendum & Amendment to Empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021 for empanelment of selected vendor consequent to finalization of open tender no. NICSI/ eHospital Rollout/ 2020/ 15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-4, Region-6, Region-7 & Region-9')**

Dear Sir,

I am directed to refer to your letter no. PSSPL/NICSI-EHR/2021 dated 13.12.2021 regarding acceptance of L1 rates under Region-4, 6, 7 & 9 against tender no. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India, and to inform you that the competent authority has decided to **add the services/ items and rates of aforesaid Regions in the empanelment letter** as per Annexure-B.

2. The details of Security Deposit to be submitted by your firm against this Addendum letter for each region as added in the empanelment letter is given in Annexure-A. The empanelment clauses no. 2(iv) & (v) related to submission of Security Deposit are also hereby amended in the empanelment as per Annexure-A.

3. The other terms and conditions of the empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021, will remain the same and unchanged.

Kindly acknowledge the receipt and submit acceptance on your company's letter head alongwith sealed & signed copy of each and every paper of this letter within seven days (7 days) from the issue of this letter.



Yours faithfully,

(Neeraj Gautam)  
GM & HoD (Tender)

Page 1 of 12

**ANNEXURE - A****Security Deposit**

The details of Security Deposit to be submitted for each region/ category is hereby incorporated in empanelment clause no. 2 (ii): Security Deposit for Empanelment.

i. The Security Deposit category is mentioned as under:

Region	States	Security Deposit (INR)
Region-4	Haryana, Himachal Pradesh, Punjab, Chandigarh	Rs. 4 Lakhs
Region-6	Chhattisgarh, Goa, Madhya Pradesh, Maharashtra	Rs. 10 Lakhs
Region-7	Gujarat, Rajasthan	Rs. 10 Lakhs
Region-9	Uttarakhand, Uttar Pradesh, Delhi	Rs. 10 Lakhs

The clause no. 2 (iv) & (v) mentioned in the concerned empanelment no. (28)/2018-NICSI dated 25.11.2021;

- "iv. Empanelled agencies shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. 2 years and 90 days).
- v. In the event wherein the Empanelment is extended by NICSI beyond 2 years, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment."

**MAY BE READ AS**

- "iv. Empanelled agency shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment."



**ANNEXURE - B****No. 10(18)/2018-NICSI****Date: 22/12/2021****Tender No. NICSI/eHospital Rollout/2020/15****Vendor Name: M/s Prakhar Software Solutions Pvt. Ltd.****APPROVED L1 RATES****Region - 4 (Haryana, Himachal Pradesh, Punjab, Chandigarh)****A. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000

Add-On Modules										
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000	
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000	
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000	
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000	
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000	
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000	
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000	

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note: The work order for the e-Blood Bank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1896
<b>Project Manager</b>			
S.No	Item (1)	Monthly Rate in Rs. exclusive of tax (2)	
1	Project Manager for e-Hospital Implementation	90000	

**Region - 6 (Chhattisgarh, Goa, Madhya Pradesh, Maharashtra)****D. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax							
			100	101	251	501	1501	2500	2500	
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	
<b>Basic Modules</b>										
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000	
<b>Add-On Modules</b>										
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000	
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000	
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000	
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000	
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000	
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000	
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000	

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOOD BANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and Go Live.	1 Month	30000

*Note: The work order for the e-Blood Bank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.*

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836
S.No		Project Manager	
Item (1)		Monthly Rate in Rs. exclusive of tax (2)	
1	Project Manager for e-Hospital Implementation	90000	

**Region - 7 (Gujarat, Rajasthan)****G. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**H. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

*Note: The work order for the e-Blood Bank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.*

**I. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	18000	5400
2	Data Executive	12500	3750
3	Medical Transcriptionist	40000	12000

Project Manager	
S.No	Item (1)
1	Project Manager for e-Hospital Implementation
Monthly Rate in Rs. exclusive of tax (2)	
110000	

**Region - 9 (Uttarakhand, Uttar Pradesh, Delhi)****J. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501-2500	> 2500
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**K. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-Blood Bank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**L. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	24000	7200
2	Data Executive	21500	6450
3	Medical Transcriptionist	40000	12000

S.No	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
	Item (1)	
	Project Manager for e-Hospital Implementation	110000

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.

\*\*\*\*\*END\*\*\*\*\*







1995-2020

No. 10(28)/2018-NICSI

नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

Date: 25/11/2021

To,

M/s Prakhar Software Solutions Pvt. Ltd.

B-1/44, LGF, Malviya Nagar

New Delhi - 110017

Kind Attn: Mr. Rahul Verma, Mobile No. 91-8595913686

E-Mail id: [rahul.verma@prakharsoftwares.com](mailto:rahul.verma@prakharsoftwares.com)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/Public Sector/Semi Government/Autonomous/Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-2 & Region-3')**

Dear Sir,

I am directed to refer to your financial bid submitted in response to our Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/Public Sector/ Semi Government/Autonomous/Cooperative Hospitals/Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the rates given in Annexure-1: 'Approved Rates' and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be initially for a period of 4 (Four) years, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-aService (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.





- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

- **e-Hospital**

- Patient Registration (OPD, Causality (Emergency)
- Billing
- Clinic (OPD)
- Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- Store & Inventory
- Pharmacy
- Laboratory Information System (LIS)
- Radiology Information System (RIS)
- Laundry
- Dietary
- OT Management

- **Online Registration System**

- **e-BloodBank.**

## **II. Requirement for Empanelment**

- This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- This empanelment is for the following region as mentioned below:-

Region	State
Region-2	<ul style="list-style-type: none"> <li>• Arunachal Pradesh</li> <li>• Assam</li> <li>• Manipur</li> <li>• Meghalaya</li> <li>• Mizoram</li> <li>• Nagaland</li> <li>• Sikkim</li> <li>• Tripura</li> </ul>



Region-3	<ul style="list-style-type: none"> <li>• Andaman &amp; Nicobar Islands</li> <li>• Andhra Pradesh</li> <li>• Karnataka</li> <li>• Kerala</li> <li>• Lakshadweep</li> <li>• Puducherry</li> <li>• Tamil Nadu</li> <li>• Telangana</li> </ul>
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- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/ NICSI/ Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: Approved Rates of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### III. Training of Master Trainers

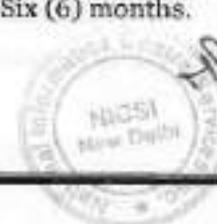
- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single

- classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
  - d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.

<b>Part-II</b>
----------------

<b>SCOPE OF WORK</b>
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- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-Blood Bank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.



- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

***The scope of work has broadly been defined subsequently in Annexure-2 of this document.***

### Part-III

## TERMS OF EMPANELMENT

### 1. SIGNING OF EMPANELMENT/ CONTRACT

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

### 2. SECURITY DEPOSIT FOR EMPANELMENT

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:



Region	States	Security Deposit (INR)
Region-2	Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim, Tripura	Rs. 4 Lakhs
Region-3	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry	Rs. 15 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. 2 years and 90 days).
- v. In the event wherein the Empanelment is extended by NICSI beyond **2 years**, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60 (Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and **only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.**
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.



- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.

#### **4. WORK ORDERS/ PURCHASE ORDERS**

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.



**5. PAYMENT TERMS**

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

**Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
<b>Stage-1</b>	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	<b>60%</b>
<b>Stage-2</b>	Training, User Acceptance and Go-Live	<b>40%</b>
<b>Stage-3</b>	Handholding support	<b>Monthly</b>
<b>All Stages</b>	Project Manager	<b>Monthly</b>

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability



towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.

- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2 & 3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.

## 6. PENALTIES FOR DELAY

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1 % of the order value per week of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).



**7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.
- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/ tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

**8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.



**9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

**10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

**11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

**12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability,

including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

### 13. TERMINATION FOR INSOLVENCY

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

### 14. EMPLOYEE VERIFICATION

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

### 15. RESPONSIBILITIES OF THE EMPANELED AGENCY

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

### 16. FORCE MAJEURE

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions,



epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### 17. ARBITRATION

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### 18. GOVERNING LAW

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

#### 19. INTEGRITY PACT

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.

20. Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.

Yours faithfully,



*(Signature)*  
(Neeraj Gautam)  
GM & HOD(Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

**Annexures**

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

Region - 2 (Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim & Tripura)

### A. E-HOSPITAL

S.No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A) Up to 50	(B) 51 - 100	(C) 101 - 150	(D) 151 - 200	(E) 201 - 250	(F) 251 - 300	(G) > 300
<b>Basic Modules</b>									
1	1. Patient Registration (OPD), Emergency, Appointment & Online Registration System 2. Billing 3. Clinic (OPD)	2 Months	40000	70000	120000	175000	205000	205000	205000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	20000	40000	75000	110000	125000	125000	125000
3	Store & Pharmacy	2 Months	40000	70000	120000	175000	205000	205000	205000
4	Laboratory Information System (LIS)	2 Months	40000	70000	120000	175000	205000	205000	205000
5	Radiology Information System (RIS)	1 Months	20000	40000	75000	110000	125000	125000	125000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000
7	Dietary	1 Months	21000	40000	75000	110000	125000	125000	125000
8	OT Management	1 Months	20000	40000	75000	110000	125000	125000	125000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**



**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre-Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note:** The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man□ month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	20000	3900
2	Data Executive	13000	4900
3	Medical Transcriptionist	20000	3900

Project Manager	
S.No	Item (I)
1	Project Manager for e-Hospital Implementation
Monthly Rate in Rs. exclusive of tax (2)	
61000	

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empanelled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RIGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.

- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



**Region - 3 (Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry)**

**D. E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42000	80000	120000	160000	190000	190000	190000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	21000	40000	80000	100000	120000	120000	120000
3	Store & Pharmacy	2 Months	42000	80000	120000	160000	190000	190000	190000
4	Laboratory Information System (LIS)	2 Months	42000	80000	120000	160000	190000	190000	190000
5	Radiology Information System (RIS)	1 Months	20000	38000	70000	100000	120000	120000	120000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000
7	Dietary	1 Months	21000	40000	80000	100000	120000	120000	120000
8	OT Management	1 Months	21000	40000	80000	100000	120000	120000	120000



**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man□ month Rate inRs. Exclusiveof tax (K)	OperationalCost per monthin Rs. Exclusiveof Tax (L)
1	Senior Support Manager	21500	3900
2	Data Executive	16500	3400
3	Medical Transcriptionist	21500	3900
S.No		Project Manager	
		Item (1)	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		61000

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.
- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A.10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible (R), Accountable (A), Consulted (C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C



- (i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.
- (ii) Other activities includes:
1. Network Assessment such as Internet availability.
  2. IT Infra Assessment such as PC, Printer and Bar code Printer
  3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
  4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Casualty (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10. e-BloodBank		1 Month	
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data</p>		



	<p>provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application. • To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data</li> </ul>

	<p>preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</p> <ul style="list-style-type: none"> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.

- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.
- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



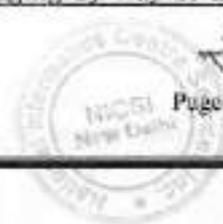
### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>• B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>• Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>• The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>• Exposure to Government Projects preferred.</li> <li>• The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>• Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>• Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>• Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>• MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>• The incumbents must have</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>• Interaction with hospital authority as well as NIC on implementation related issues</li> <li>• Managing by way of interaction</li> </ul>



		<p>independently handled at least two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>with hospital, vendors, operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required.</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements.</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### C. Handholding Support Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills.</li> </ul>

			<ul style="list-style-type: none"> <li>• Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handling.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2 + years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



## ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD) 4. Admission, Discharge & Transfer (IPD) & Clinic (IPD) 5. Store & Pharmacy 6. Lab Information System (LIS) 7. Radiology Information System (RIS) 8. Laundry 9. Dietary 10. OT Management
2.	<b>e-Blood Bank</b>	1. Donor Registration & Checkup 2. Blood Bag Preparation 3. Component Preparation 4. Aphaeresis, Requisition 5. Cross Match Details 6. Blood Issue Details 7. Discard Bag 8. Patient Blood Grouping 9. Blood Transfer

\*\*\*\*\*  
END\*\*\*\*\*





नेशनल इंफोमेटिक्स सेंटर सर्विसिज इंक.  
**National Informatics Centre Services Inc.**  
(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)  
(A Government of India Enterprise under NIC)  
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय  
Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22.12.2021

To,

**M/s Silver Touch Technologies Ltd.**  
First Floor, Rishyamook Building,  
85-A, Panchkuian Road,  
New Delhi - 110001

Kind Attn: Mr. Girish Singh, Mobile No. 91-9818554246  
E-Mail id: [girish.singh@silvertouch.com](mailto:girish.singh@silvertouch.com)

**Amendment**

**Subject:- Amendment to Empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021 for empanelment of selected vendor consequent to finalization of open tender no. NICSI/ eHospital Rollout/ 2020/ 15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India. (for 'Region-7 & Region-9')**

Dear Sir,

I am directed to refer to our empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021 issued to M/s Silver Touch Technologies Ltd. against tender no. NICSI/ eHospital Rollout/ 2020/ 15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India (Region-7 & Region-9), and to inform you that the following empanelment clause no. 2 (iv) & (v) related to submission of Security Deposit against empanelled regions;

"iv. Empanelled agencies shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. 2 years and 90 days).

v. In the event wherein the Empanelment is extended by NICSI beyond 2 years, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI.

Page 1 of 2



The Validity of this Security Deposit shall also be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment."

**MAY BE READ AS**

"iv. *Empanelled agency shall be required to submit Security Deposit within 30 days of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).*

v. *In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment."*

3. **The other terms and conditions of the empanelment letter no. 10(28)/2018-NICSI dated 25.11.2021, will remain the same and unchanged.**

This issues with the approval of competent authority.



Yours faithfully,  
*(Signature)*  
22.12.2021

**(Neera) Gautam**  
GM & HoD (Tender)





नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.  
National Informatics Centre Services Inc.  
(रा. सु. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)  
(A Government of India Enterprise under NIC)  
इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय  
Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 25/11/2021

To,

**M/s Silver Touch Technologies Ltd.**

First Floor, Rishyamook Building,  
85-A, Panchkuian Road,  
New Delhi - 110001

Kind Attn: Mr. Girish Singh, Mobile No. 91-9818554246  
E-Mail id: [girish.singh@silvertouch.com](mailto:girish.singh@silvertouch.com)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.  
(for 'Region-7 & Region-9')**

Dear Sir,

I am directed to refer to your financial bid submitted in response to our Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/Public Sector/ Semi Government/Autonomous/Cooperative Hospitals/Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be initially for a period of 4 (Four) years, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-aService (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.





- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

- **e-Hospital**

- i. Patient Registration (OPD, Causality (Emergency))
- ii. Billing
- iii. Clinic (OPD)
- iv. Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- v. Store & Inventory
- vi. Pharmacy
- vii. Laboratory Information System (LIS)
- viii. Radiology Information System (RIS)
- ix. Laundry
- x. Dietary
- xi. OT Management

- **Online Registration System**

- **e-BloodBank.**

## II. Requirement for Empanelment

- a. This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- b. This empanelment is for the following region as mentioned below:-

Region	State
Region-7	<ul style="list-style-type: none"> <li>• Gujarat</li> <li>• Rajasthan</li> </ul>
Region-9	<ul style="list-style-type: none"> <li>• Delhi</li> <li>• Uttarakhand</li> <li>• Uttar Pradesh</li> </ul>

- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/ NICSI/ Hospital/User.



- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: Approved Rates of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.
- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empanelled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### III. Training of Master Trainers

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.



**Part-II****SCOPE OF WORK**

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-Blood Bank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.
- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

***The scope of work has broadly been defined subsequently in Annexure-2 of this document.***



<b>Part-III</b>
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<b>TERMS OF EMPANELMENT</b>
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**1. SIGNING OF EMPANELMENT/ CONTRACT**

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

**2. SECURITY DEPOSIT FOR EMPANELMENT**

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-7	Gujarat, Rajasthan	Rs. 10 Lakhs
Region-9	Uttarakhand, Uttar Pradesh, Delhi	Rs. 10 Lakhs



- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. 2 years and 90 days).
- v. In the event wherein the Empanelment is extended by NICSI beyond **2 years**, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

### 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value**.
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60 (Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted **within 30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.



- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.

#### **4. WORK ORDERS/ PURCHASE ORDERS**

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency. In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
- vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
- vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
- viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

#### **5. PAYMENT TERMS**

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.



- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

**Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities)  
and Phase-II (Handholding Support) & Project Manager**

Stage	Payment Milestone	Percentage of Payment
<b>Stage-1</b>	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	<b>60%</b>
<b>Stage-2</b>	Training, User Acceptance and Go-Live	<b>40%</b>
<b>Stage-3</b>	Handholding support	<b>Monthly</b>
<b>All Stages</b>	Project Manager	<b>Monthly</b>

- v. Payment will be made in Indian Rupees only.
- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2 & 3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.



**6. PENALTIES FOR DELAY**

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value per week** of the delay with a maximum limit of 10 %.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
- vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
- viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
- ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

**7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.



- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/ tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
- c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
- d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.



- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

#### 10. CONFIDENTIALITY

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

#### 11. INDEMNITY

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

#### 12. LIMITATION OF LIABILITY

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.



**13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

**14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

**15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.
- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

**16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party



seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### 17. ARBITRATION

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### 18. GOVERNING LAW

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.
- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.



**19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.

20. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.*

You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.

Yours faithfully,

  
(Neeraj Gautam)  
GM & HOD(Tender)

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

**Annexures**

The necessary annexures are given in the following pages



# ANNEXURE-1: APPROVED RATES

Region - 7 (Gujarat, Rajasthan)

## A. APPROVED RATES FOR E-HOSPITAL

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.



**B. E-BLOODBANK;**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note:** *The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.*

**C. HANDHOLDING SUPPORT & PROJECT MANAGER;**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man□month Rate InRs. Exclusiveof tax (K)	OperationalCost per monthin Rs. Exclusiveof Tax (L)
1	Senior Support Manager	18000	5400
2	Data Executive	12500	3750
3	Medical Transcriptionist	40000	12000

Project Manager	
S.No	Item (1)
1	Project Manager for e-Hospital Implementation
Monthly Rate in Rs. exclusive of tax (2)	
110000	

**Note:-**

- i. GST & other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- ii. Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.



- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



**Region - 9 (Uttarakhand, Uttar Pradesh, Delhi)****D. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501 - 2500	> 2500
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	CT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**



**E. E-BLOODBANK;**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man□month Rate inRs. Exclusiveof tax (K)	OperationalCost per monthin Rs. Exclusiveof Tax (L)
1	Senior Support Manager	24000	7200
2	Data Executive	21500	6450
3	Medical Transcriptionist	40000	12000
Project Manager		Monthly Rate in Rs. exclusive of tax (2)	
1	Project Manager for e-Hospital Implementation	110000	

**Note:-**

- GST & other taxes, as applicable, will be paid extra by hospital to empaneled Agency.
- Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.

- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/ states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C


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(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10. e-BloodBank		1 Month	
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect</p>		

	<p>to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application. • To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master</p>



	<p>data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
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#### A. ROLE OF NICSI

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### B. ROLE OF NIC

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### C. ROLE OF EMPANELED AGENCY

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.



**D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.
- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>Exposure to Government Projects preferred.</li> <li>The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development</li> </ul>	<ul style="list-style-type: none"> <li>Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>Interaction with hospital authority as well as NIC on</li> </ul>



		<p>projects and network support.</p> <ul style="list-style-type: none"> <li>The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation.</li> <li>They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>implementation related issues</p> <ul style="list-style-type: none"> <li>Managing by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>Experience with standard software applications like MS Office, Windows</li> <li>Database management and networking skills</li> <li>Familiarity with support and general troubleshooting</li> <li>Organizational skills, ability to prioritize</li> <li>Must have a strong dedication to customer service.</li> <li>Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>Coordination with NIC team and assisting User in implementing the application</li> <li>Supervising OAs and providing them guidance wherever required.</li> <li>Coordination with NIC team for localization and configuration.</li> <li>Mapping of software with requirements.</li> <li>Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>Graduation degree with 1+ year of experience</li> <li>Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>Assisting in training and handholding support to the User</li> <li>Resolving customer issues in timely manner</li> <li>Managing queries from the user</li> <li>Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>



**C. Handholding Support Resource Positions and Responsibilities**

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>Graduate (10+2+3) in any discipline</li> <li>5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>Overall responsibility of application rollout within a defined area of operations.</li> <li>Coordinating with project team and assisting the User's software team in using the application</li> <li>Experience in Word processing tools, good communication skills.</li> <li>Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>Intermediate (10+2)</li> <li>1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>Handling of e-Hospital and/or e-BloodBank software operations</li> <li>Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>2 + years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>Translating medical terminologies and jargons into appropriate long forms</li> <li>Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>Identifying inconsistencies, errors and missing information within the patient records</li> <li>Handling of e-Hospital and/or e-BloodBank software applications</li> <li>Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



### ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD) 4. Admission, Discharge & Transfer (IPD) & Clinic (IPD) 5. Store & Pharmacy 6. Lab Information System (LIS) 7. Radiology Information System (RIS) 8. Laundry 9. Dietary 10. OT Management
2.	<b>e-Blood Bank</b>	1. Donor Registration & Checkup 2. Blood Bag Preparation 3. Component Preparation 4. Aphaeresis, Requisition 5. Cross Match Details 6. Blood Issue Details 7. Discard Bag 8. Patient Blood Grouping 9. Blood Transfer

\*\*\*\*\*END\*\*\*\*\*





नेशनल इन्फोमेटिक्स सेंटर सर्विसिज इंक.

National Informatics Centre Services Inc.

(रा. सू. वि. के. के अन्तर्गत भारत सरकार का एक उद्यम)

(A Government of India Enterprise under NIC)

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

Ministry of Electronics and Information Technology

No. 10(28)/2018-NICSI

Date: 22/12/2021

To,

**M/s SRIT India Private Limited**

SRIT House, # 113/1B,

ITPL Main Road Kundalahalli,

Bangalore - 560037

Kind Attn: Mr. Debi Prasad, Mobile No. 91-9868515558

E-Mail id: [debiprasad.mishra@renaissance-it.com](mailto:debiprasad.mishra@renaissance-it.com)

**Subject:- Empanelment of agency consequent upon finalization of NICSI Open Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India.**

**(for 'Region-2, Region-3, Region-4, Region-6, Region-7 & Region-9')**

Dear Sir,

I am directed to refer to your acceptance letter to match the L1 rates as per clause mentioned in corrigendum-III (sl. no. 13 & 14) of Tender No. NICSI/eHospital Rollout/2020/15 for Rollout e-Hospital in Government/ Public Sector/Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges in India and to inform you that the competent authority of NICSI has decided to empanel your firm on the **rates given in Annexure-1: 'Approved Rates'** and terms & conditions mentioned in this empanelment letter.

**This Empanelment will be valid upto 24.11.2025, extendable for next one year solely at the discretion of NICSI on same terms and conditions or additional mutually agreeable conditions.**

**Part-I**

**ABOUT E-HOSPITAL AND ITS REQUIREMENT FOR EMPANELMENT**

**I. About e-Hospital**

e-Hospital a Hospital Management System is a workflow-based ICT solution for Hospitals. National Informatics Centre (NIC) has developed Cloud based e-Hospital (Hospital Management Information System), ORS (Online Registration System) and e-Blood Bank applications so that these applications can be made available to hospitals in Software-as-a Service (SaaS) Model. Following is the brief of the applications:

- The e-Hospital application is the Hospital Management Information System (HMIS) for internal processes and workflows of hospitals, for digitization of various functions suited for all types of hospitals.
- Online Registration System (ORS) is the online patient portal for providing patient centric services like booking online appointment, accessing lab reports, checking blood availability and online payment.



- The e-BloodBank application facilitates the implementation of a complete Blood Bank Management System for internal workflows of blood banks.

**Key features of these applications are as follows:**

- e-Hospital is available for Government, Public Sector, Semi-Government, Autonomous, Cooperative Hospitals & Medical Colleges in India through Software as a Services (SaaS) model.
- Hospitals are relieved from Application & Server Management as e-Hospital is available on cloud.
- Simplified on-boarding process and master data management for Hospitals.
- Single Interface for Patients through Online Registration System (ORS) for various services.
- e-Hospital application built using open source technology and standards recommended by Ministry of Health & Family Welfare (MoHFW).
- e-Hospital modules are loosely coupled and implementable in phases.

**e-Hospital consist of 3 different applications viz. e-Hospital, ORS and e-Blood Bank. Following modules under different applications were to be implemented:**

**• e-Hospital**

- Patient Registration (OPD, Casualty (Emergency))
- Billing
- Clinic (OPD)
- Admission, Discharge & Transfer (IPD) and Clinic (IPD)
- Store & Inventory
- Pharmacy
- Laboratory Information System (LIS)
- Radiology Information System (RIS)
- Laundry
- Dietary
- OT Management

**• Online Registration System**

**• e-BloodBank.**

**II. Requirement for Empanelment**

- This empanelment may be utilized by any of the Central Government/ State Government/ Semi Government/ Autonomous/ Cooperative Hospitals/ Medical Colleges. Hospitals will place work order to the empaneled agencies through NICSI for hiring the services as per their requirements based on the empanelment letter issued to the empaneled agencies by NICSI.
- This empanelment is for the following region as mentioned below:-

Region	State
Region-2	<ul style="list-style-type: none"> <li>• Arunachal Pradesh</li> <li>• Assam</li> <li>• Manipur</li> <li>• Meghalaya</li> <li>• Mizoram</li> <li>• Nagaland</li> <li>• Sikkim</li> <li>• Tripura</li> </ul>



Region-3	<ul style="list-style-type: none"> <li>• Andaman &amp; Nicobar Islands</li> <li>• Andhra Pradesh</li> <li>• Karnataka</li> <li>• Kerala</li> <li>• Lakshadweep</li> <li>• Puducherry</li> <li>• Tamil Nadu</li> <li>• Telangana</li> </ul>
Region-4	<ul style="list-style-type: none"> <li>• Haryana</li> <li>• Himachal Pradesh</li> <li>• Punjab</li> <li>• Chandigarh</li> </ul>
Region-6	<ul style="list-style-type: none"> <li>• Chhattisgarh</li> <li>• Goa</li> <li>• Madhya Pradesh</li> <li>• Maharashtra</li> </ul>
Region-7	<ul style="list-style-type: none"> <li>• Gujarat</li> <li>• Rajasthan</li> </ul>
Region-9	<ul style="list-style-type: none"> <li>• Delhi</li> <li>• Uttarakhand</li> <li>• Uttar Pradesh</li> </ul>

- c. The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Government/State Government/ NIC/NICSI/ Hospital/User.
- d. The empaneled agencies should have at least 5 qualified and experienced IT Trainers at the level of Team leader for the purpose of Project related application Training. These Manpower must be at the companies roll during the period of empanelment. These trainers shall be working as Master Trainers for the Projects.
- e. NICSI would revise the empaneled rates for the Handholding support manpower resource categories by 8% every year, from the date of empanelment for the resource as mentioned in **Annexure-1: 'Approved Rates' of this document.**
- f. During the period of empanelment validity, in case of non-satisfactory services by the agencies empaneled, hospital/NIC/NICSI reserves the right to hire the services of the other agencies empaneled.
- g. The Shortlisting of empanelled agencies shall be done as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICSI. Additionally, NIC e-Hospital state coordinator will also be the member of committee for the selection of vendor.
- h. Each hospital will identify a Nodal Officer, who will be the single point of contact (SPOC) and will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications with NICSI, empaneled Agency and other stakeholders.
- i. The concerned NIC State e-Hospital Project Coordinators will share Project Proposal document to concerned Nodal Officers of the hospitals. The hospital shall accept the proposal and request for Performa Invoice for services to NICSI against the proposal.
- j. Once User transfer the requisite funds to NICSI against issued PI, NICSI will place the Work Order to the selected agency as per the recommendations of user department.
- k. The hospital may issue work initially for Phase-I activities i.e. Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live.



The image shows the official stamp of the National Informatics Centre Service Inc. (NICSI) with a handwritten signature in blue ink over it. The stamp is circular and contains the text 'NICSI' and 'New Delhi'.

- l. The work for Phase-II (Handholding Support) can be placed by the hospital only after completion of activities defined in Phase-I, as per the requirements defined in the scope of work.
- m. The empaneled agency should ensure that the candidates deployed must have the requisite experience and training to operate the e-Hospital, e-Blood Bank and ORS (Online Registration System) as per the work order issued.

### III. Training of Master Trainers

- a. The trained manpower being provided by the agencies will be deployed at the hospital premises and will work under the supervision of management of the hospital as well as the NIC State Coordinator.
- b. Training will be imparted to the master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project. The training to all the master trainers will be provided in a single classroom-based session for a period of 1 week (7 days) at the NIC headquarters, New Delhi or at the regional centre/office of the empaneled agencies.
- c. The Master Trainers are required to arrange their own laptops, with Internet connectivity, during this training. All the travel/ accommodation charges of the Master Trainers during this training will be borne by the respective empaneled agencies. No TA or DA will be provided by NIC to the master trainers. Upon completion of the training and subsequent evaluation, certificate will be provided to all the master trainers by NIC.
- d. The Agency will have to submit an undertaking as a part of technical eligibility criteria that within a month from the date of empanelment or mutually agreed date by NIC and empaneled agencies, they will deploy five (5) master trainers for taking training on e-Hospital and e-BloodBank applications. Refer Annexure A.20 (Technical Bid Undertaking) of tender document.

## Part-II

### SCOPE OF WORK

- a. The empaneled agencies must provide support services to the concerned hospitals to assist in activities associated with the e-Hospital and e-BloodBank applications. The agencies will be responsible for carrying out the required activities for these applications in the timelines assigned to the corresponding set of activities.
- b. This empanelment/ tender does not include the third party devices, software integration with e-Hospital and/or e-BloodBank applications.
- c. The list of resource categories for which the empaneled agencies would be expected to provide manpower resources to hospitals are given in the **Annexure-3: Educational Qualification and Experience of Manpower**.
- d. The manpower resources provided by the empaneled Agency shall work in accordance with a defined scope of work to achieve the milestones of the project in close coordination with management of the hospital and NIC.
- e. No extra cost will be paid to the empaneled agencies for any upgradation/enhancement made by NIC/NICSI in e-Hospital/e-BloodBank applications during the roll out period.
- f. The empaneled agencies will independently manage all the operations under the control of the respective Hospital Administration.
- g. This empanelment/ tender does not include the third-party devices, software integration with e-Hospital and/or e-BloodBank applications.
- h. The e-Hospital and e-BloodBank applications will be implemented a fresh for each hospital. No legacy data migration will be taken up.
- i. The performance and discipline of the resources (manpower deployed at the hospitals) provided by the vendor should be ensured by the empaneled Agency. The empaneled Agency will replace the manpower in case he/she is not performing satisfactorily as evaluated by hospital authorities.



- j. For Handholding Support, the resource requirements shall be finalized by the hospital and manpower will report to the Nodal Officer of the respective hospital.
- k. The empaneled agencies will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empaneled Agency so that no activities are lost sight of and all of them are handled with reasonable efficiency. The empaneled agencies will depute master trainers for imparting training to the hospitals.
- l. The empaneled agencies will prepare a Plan-Document and time-chart for all the activities, in consultation with User Department and ensure that the activities are performed within the specified time frames. The Plan-Document and time-chart should be shared with the respective NIC State Coordinator/NIC Headquarters team.
- m. The empaneled agencies shall assign a Project Manager for successful e-Hospital implementation in Hospitals with greater than 100 beds. The duration of this engagement of Project manager shall be minimum for Six (6) months.
- n. The empaneled agencies will have to provide necessary support for previously configured modules, if required during the configuration of new/additional modules opted by the hospital, due to the interdependency of modules in e-Hospital application.

***The scope of work has broadly been defined subsequently in Annexure-2 of this document.***

### Part-III

### TERMS OF EMPANELMENT

#### 1. SIGNING OF EMPANELMENT/ CONTRACT

- a. The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- b. After empanelment, selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of NICSI/NIC/User Department. The Vendor will provide services as per NICSI/NIC/User Department's requirements.
- c. **Escalation Matrix for Problem solving:** The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted.
- d. Empanelled agencies must honour all tender conditions and adherence to all aspect of fair-trade practices in executing the purchase orders placed by NICSI on behalf of its Users. Failing this, NICSI may execution of Bid Securing Declaration and stop further participation of such agency(ies) for three years in NICSI tendering process.
- e. In the event, an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with NICSI, should be passed on for compliance by the new company in the negotiation for their transfer.
- f. During the empanelment, NICSI may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- g. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders).
- h. NICSI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.

- i. **NICSI would revise the empanelled rates for each one of the manpower resource categories by 8% every year, from the date of empanelment.**

## 2. SECURITY DEPOSIT FOR EMPANELMENT

- i. The empanelled Agency shall be required to give Security Deposit as mentioned. Security Deposit will be in the form of in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- ii. The Security Deposit for category is mentioned as under:

Region	States	Security Deposit (INR)
Region-2	Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim, Tripura	Rs. 4 Lakhs
Region-3	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry	Rs. 15 Lakhs
Region-4	Haryana, Himachal Pradesh, Punjab, Chandigarh	Rs. 4 Lakhs
Region-6	Chhattisgarh, Goa, Madhya Pradesh, Maharashtra	Rs. 10 Lakhs
Region-7	Gujarat, Rajasthan	Rs. 10 Lakhs
Region-9	Uttarakhand, Uttar Pradesh, Delhi	Rs. 10 Lakhs

- ii. NICSI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of this empanelment/ tender document or perform any other obligation under the contract, fails to execute the work orders issued by NICSI.
- iii. Apart from this NICSI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- iv. Empanelled agencies shall be required to submit Security Deposit **within 30 days** of issuance of Empanelment letters by NICSI. The Security Deposit should remain valid for an **additional period of 90 (ninety) days** beyond the period of Empanelment (i.e. validity of empanelment plus 90 days extra).
- v. In the event wherein the Empanelment is extended by NICSI beyond empanelment period, the selected agency shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by NICSI. The Validity of this Security Deposit shall also be for an **additional period of 90 (ninety) days** beyond the period of extension of Empanelment.
- vi. The BG will be released (without any accrued interest) after the empanelment or execution of all pending POs whichever is later.

## 3. PERFORMANCE BANK GUARANTEE

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to **3% (Three Percent) of the Work Order/Purchase Order value.**



- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Informatics Centre Services Inc. (NICSI), New Delhi.
- iii. The PBG should remain a **period of 60(Sixty days)** beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. NICSI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- ix. Empanelled agency shall be required to give PBG as per the following timelines (For work related to Manpower mode and Project Mode). For projects duration between 0-6 months, PBG should be submitted **within 15 days of issuance of PO** by NICSI and for projects duration **greater than 6 months**, PBG should be submitted within **30 days** of issuance of PO by NICSI.
- x. In the event of default/delay in submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to **0.1% (Zero Point One Percent)** of the PO value per day delay with a Maximum penalty capping of 10% of PO value.
- xi. In the event wherein a PO is released by NICSI for project renewal, or a fresh PO is released, the vendor shall ensure extension / submission of PBG with **15 days** of issuance of the PO.

#### 4. WORK ORDERS/ PURCHASE ORDERS

- i. NIC/NICSI may place the work orders on the empanelled agencies for its own requirement or for its projects on behalf of its Users. The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to anyone of the empanelled agency; more than one depending on the project requirement or the TOR/Proposal may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates. In the document, the work order can be read as work order/Purchase order.
- ii. This empanelment/ tender is for empanelment of multiple agencies in different region. In view of NICSI's order on Procurement Preference Policy, preference shall be given to L1 vendor of such particular category for distribution of projects (purchase orders) / work in that region. However, NICSI/NIC / User shall have right to choose any other eligible vendor for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.
- iii. On receipt of request from a User department, NICSI/NIC would inform the User Department/ Agency/ Institution about the Empanelled agencies and the GFR compliant procedure followed in the empanelment;
- iv. In case the User Department clearly and specifically states in writing the name of a particular agency, NICSI may assign the work to that agency.

- In such cases, the responsibility for adhering to relevant financial/procurement rules would be that of the Department concerned;
- v. In case the User Department does not indicate any particular agency, the work would be awarded based on the recommendations of a Committee to be set up by the User department. The committee would be headed by a Chairperson to be nominated by and belonging to the user Department and would include a representative of NIC/NICSI.
  - vi. The Terms of Reference/ Scope of Work will be shared among the all Empanelled agencies and they would be invited by the Committee to make presentations and submission of technical proposal and financial effort estimate in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by NICSI, on the recommendation of the above Committee. There should be full participation and involvement of the User Department in the process of selection of agency. For assignment of work to Empanelled agencies, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time
  - vii. The proposal of the selected agency along with necessary supporting document/minutes of meeting are then forwarded to NICSI by the user department for issuance of Proforma Invoice (PI).
  - viii. Once the requisite funds are transferred to NICSI against issued PI, the Work Order will be placed on the selected agency as per the terms and conditions of the empanelment and scope of work.

#### 5. PAYMENT TERMS

- i. A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority/SPOC will have to be submitted for the mentioned work order issued to the empaneled Agency.
- ii. Payments shall be subject to deductions of any amount for which the empaneled Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- iii. If the empaneled Agency has been engaged in operational manpower, payments will be made at the end of each month for the period of engagement based on attendance and performance report signed by the Nodal Officer of the hospital.
- iv. If the empaneled Agency has been engaged on milestone basis, payments will be made on completion of milestones as per the project plan accepted by Hospital. The payment milestones schedule is as under:

#### Payment schedule for Phase-I (Pre-Data Preparation and Go-Live activities) and Phase-II (Handholding Support) & Project Manager

Stage	Payment Milestone	Percentage of Payment
Stage-1	Demonstration of e-Hospital/ e-BloodBank software, ICT infrastructure assessment report submission to hospital, master data collection, digitization, uploading, application configuration, user management and testing	60%
Stage-2	Training, User Acceptance and Go-Live	40%
Stage-3	Handholding support	Monthly
All Stages	Project Manager	Monthly

- v. Payment will be made in Indian Rupees only.



- vi. The payment to the agency will be made on monthly basis depending upon the actual duration of services rendered at NICSI/NIC/User Office after availing service.
- vii. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NICSI) on monthly basis in the name of NICSI-New Delhi by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by NICSI/NIC/User Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- viii. Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- ix. **No TA/DA** shall be paid by User/ NIC/ NICSI. All project related travel/ logistics shall be borne by the agency.
- x. GST would be paid extra as may be applicable from time to time.
- xi. It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to NICSI along with Vendor Invoices for the processing of the bills.
- xii. In case the submission of monthly bills to NICSI is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that NICSI is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective agency.
- xiii. Pre-receipted bills shall be submitted in triplicate in the name of:

National Informatics Centre Services Inc.,  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi - 110066.

#### 6. PENALTIES FOR DELAY

- i. If delay is on the part of hospital in providing data/ information/ site not ready support to empaneled Agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ waiving off penalties.
- ii. Any delay in deployment of manpower (Phase-II: Handholding Support) or delay in achieving the milestones (Phase-I) in stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the **rate of 1 % of the order value per week of the delay with a maximum limit of 10 %**.
- iii. If the delay is such that the delay penalty has reached maximum limit of 10% of the order value, the NICSI/NIC will impose the penalty as above and will have an option to cancel the order and award the work to any other empaneled Agency and get the work done from any other source at the risk and cost of such defaulting Agency. The Security Deposit and the Bank Guarantee submitted by the empaneled Agency would be forfeited and empanelment will be cancelled. Defaulting Agency would be de-barred from participating in any NICSI/NIC Tender for a period of three years.
- iv. The delivery schedule i.e. deployment of manpower or milestones timelines may be relaxed to **additional one more week** for remote locations such as parts of Region-2, Island of Andaman & Nicobar, Lakshadweep or any other part of India, where there is an issue with travel accessibility, Network connectivity, Power outages or any other reasons, which may have directly or indirectly impacted or delayed the deliverable timelines and

- completion of work. However, any provision for relaxation in this regard solely lies with the user department/Hospitals/Medical Colleges. In such cases, the vendor has to submit a letter of relaxation for the delay from the nodal officer of concerned Hospital to NICSI/NIC to avail such relaxations in penalties.
- v. Any unjustified and unacceptable delay resulting from reasons attributable to the Empaneled agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
  - vi. The Empanelled agencies shall render the services strictly adhering to the Important Dates by NICSI/NIC in the Work order. Any delay, not condoned by NICSI, on the part of agency in the performance of its obligations shall attract penalty.
  - vii. The Empanelled agency shall not refuse to accept NICSI/NIC work order under any pretext. The work order can be collected from NICSI/NIC office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between user department and the selected agency.
  - viii. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, NICSI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days written notice from NICSI to cure such default.
  - ix. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify NICSI in writing of the fact of the delay, its likely duration and its cause(s).

#### **7. GENERAL TERMS AND OTHER CONDITIONS**

- i. In case the empaneled Agency is found in breach of any condition(s) of empanelment or tender or supply order, at any stage during the course of supply/ installation/ commissioning or on-site warranty or software subscription period Security Deposits will be forfeited. Further NICSI reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting empaneled Agency concerned from participating in NICSI Tenders for three years.
- ii. The manpower deputed by the empaneled Agency to work on the project would observe the working days/hours of the hospitals/users. Honorarium, overtime etc. for the work done on holidays or beyond office hours must be settled between the hospital and the empaneled Agency.
- iii. The empaneled agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empaneled agencies and the manpower deployed by them from time to time.
- iv. **NIC/NICSI reserves the right to float a fresh tender any time during the period of validity of empanelment/tender without assigning any reason.**
- v. The empaneled agencies will provide services in all the states in respective Region. No TA/DA is admissible to the deployed resource for the first posting on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the hospital authority, hospital would reimburse, to and fro travelling allowance by train travel tickets and provide travelling allowance as per government rules. Each work order will be considered a project and travel shouldn't exceed 15% of the work order value.

#### **8. INTELLECTUAL PROPERTY RIGHTS**

- a. NIC/NICSI shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, design, products, software, specifications, reports, drawings and



- other documents which have been developed by the Service Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Service Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NICSI/NIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NIC/NICSI.
- b. If NIC/NICSI desires, further, the Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Service Provider, the same shall be acquired in the name of NIC, prior to termination of this Contract and which shall be assigned by NICSI/NIC to the Service Provider for the purpose of execution of any of its obligations under the terms of this empanelment or tender. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of NIC/NICSI.
  - c. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep NICSI/NIC indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider during the course of performance of the Services.
  - d. The source code would be the property of NICSI/NIC and the empaneled agencies would not use the same for any demonstrations or other projects.

#### **9. MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006**

- i. If a vendor falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to NICSI. Further, the vendor must keep NICSI informed of any change in the status of the company.
- ii. NICSI shall continue concluding this empanelment with agency as per existing procedures. The responsibility shall lie with the government user departments and agency under their control to comply with the criteria prescribed in the notified policies & guidelines.

#### **10. CONFIDENTIALITY**

- a. The empaneled Agency shall not use Confidential Information, the name or the logo of NIC/NICSI except for the purposes of providing the Service as specified under this contract.
- b. The empaneled Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC/NICSI to a member of the empaneled Agency if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
- c. The empaneled Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC/NICSI.
- d. The empaneled Agency shall notify NIC/NICSI promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of NIC/NICSI.

#### **11. INDEMNITY**

- a. The empaneled Agency shall indemnify the NIC/NICSI and hospital against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related services or any part thereof. NIC/NICSI and hospital stand indemnified from any claims that the



hired manpower may opt to have by virtue of working on the project for whatever period. NIC/NICSI and hospital also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

- b. NIC/NICSI shall stand indemnified from any legal complication whatsoever arising out of any dispute/differences related to hired manpower services or any other matter between the empaneled Agency and the hospitals.

#### **12. LIMITATION OF LIABILITY**

- i. Except conditions enumerate in Indemnity Clause, the damage caused by the empanelled agency to User Department / NICSI / NIC under any work order issued pursuant to this empanelment, the empanelled agency shall be liable to end user / NICSI / NIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empanelled agency shall not exceed the total contract value of the work entrusted to them.
- ii. Empanelled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / NIC / NICSI stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empanelled agency or its employees.
- iii. Limitation of liability: In no event will empanelled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

#### **13. TERMINATION FOR INSOLVENCY**

- i. NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the vendor vendor/empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.
- ii. NIC/NICSI will not be responsible for any misinterpretation or wrong assumption by the empaneled Agency.

#### **14. EMPLOYEE VERIFICATION**

- a. All the manpower deployed by the empaneled Agency may be subjected to proper background verification check for date of birth, educational qualifications, work experience and police verification of antecedents.
- b. The empaneled Agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project along with the acceptance letter of the work order.

#### **15. RESPONSIBILITIES OF THE EMPANELED AGENCY**

- i. The manpower for the works assigned to the empaneled Agency will have to deploy within two weeks of issue of the work order or as specified in the work order.
  - a. If due to any unavoidable circumstances the deployed manpower needs to be replaced/ changed then the empaneled Agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.
  - b. The empaneled Agency will give one month notice prior to replacement of any resource manpower.



- ii. The empaneled Agency is liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- iii. The empaneled Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
- iv. In case, the person employed by the empaneled Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the empaneled Agency will be liable to take appropriate disciplinary action against such person(s), including their removal from the site of work/ project and any other necessary action as required by hospital authority/NIC/NICSI and provisions of the legal framework of the country.
- v. The empaneled Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NIC/NICSI.
- vi. The resource staff deployed by the empaneled Agency should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

#### **16. FORCE MAJEURE**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

#### **17. ARBITRATION**

- a. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- b. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- c. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

#### **18. GOVERNING LAW**

- a. The empaneled Agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes or differences whatsoever arising in this connection shall be settled in Delhi jurisdiction only.

- c. NIC/NICSI reserves the right to cancel this empanelment or tender or modify the requirement.
- d. NIC/NICSI also reserves the right to modify/relax any of the Terms & Conditions of the tender by declaring/ publishing such amendments in a manner that all prospective Vendors/ parties to be kept informed about it.
- e. NIC/NICSI, in view of project requirement, may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

#### **19. INTEGRITY PACT**

As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the procurement agency.

20. *Apart from the terms and conditions stipulated hereinabove, all the terms and conditions stipulated in the Tender Document no. NICSI/eHospital Rollout/2020/15 shall ipso facto be applicable to this empanelment letter.*

**You are requested to acknowledge receipt of this letter immediately and submit a signed copy of each and every paper of this letter alongwith Annexures and a covering letter within seven days (7 days) from the date of the issue this letter. You are also requested to submit the security deposit as per tender terms and condition.**



Yours faithfully,

**(Neeraj Gautam)  
GM & HOD(Tender)**

Copy to: -

1. HOD, Tender Process Section, NIC, New Delhi
2. Account Section, NICSI, New Delhi
3. Project Coordinators NIC/NICSI, New Delhi
4. Company Secretary, NICSI, New Delhi
5. Guard File

Annexures

The necessary annexures are given in the following pages

## ANNEXURE-1: APPROVED RATES

Region - 2 (Arunachal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim & Tripura)

### A. E-HOSPITAL

S.No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax					
			Up to 50	51 - 100	101 - 250	251 - 500	501 - 1500	1501-2500
(A)	(B)	(C)	(D)	(E)	(F)	(G)		
<b>Basic Modules</b>								
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	40000	70000	120000	175000	205000	205000
<b>Add-On Modules</b>								
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	20000	40000	75000	110000	125000	125000
3	Store & Pharmacy	2 Months	40000	70000	120000	175000	205000	205000
4	Laboratory Information System (LIS)	2 Months	40000	70000	120000	175000	205000	205000
5	Radiology Information System (RIS)	1 Months	20000	40000	75000	110000	125000	125000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000
7	Dietary	1 Months	21000	40000	75000	110000	125000	125000
8	OT Management	1 Months	20000	40000	75000	110000	125000	125000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**B. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive..	1 Month	24900

**Note:** *The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.*

**C. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	20000	3900
2	Data Executive	13000	4900
3	Medical Transcriptionist	20000	3900
<b>S.No</b>			
Item (1)		<b>Project Manager</b>	
1	Project Manager for e-Hospital Implementation	Monthly Rate in Rs. exclusive of tax (2) 61000	

**Region - 3 (Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Lakshadweep, Puducherry)**

**D. E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A) Up to 30	(B) 31 - 100	(C) 101 - 250	(D) 251 - 500	(E) 501 - 1500	(F) 1501 - 2500	(G) > 2500
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42000	80000	120000	160000	190000	190000	190000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	21000	40000	80000	100000	120000	120000	120000
3	Store & Pharmacy	2 Months	42000	80000	120000	160000	190000	190000	190000
4	Laboratory Information System (LIS)	2 Months	42000	80000	120000	160000	190000	190000	190000
5	Radiology Information System (RIS)	1 Months	20000	38000	70000	100000	120000	120000	120000
6	Laundry	15 Days	12000	22000	37000	55000	60000	60000	60000
7	Dietary	1 Months	21000	40000	80000	100000	120000	120000	120000
8	OT Management	1 Months	21000	40000	80000	100000	120000	120000	120000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**E. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	24900

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**F. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	21500	3900
2	Data Executive	16500	3400
3	Medical Transcriptionist	21500	3900
<b>Project Manager</b>			
S.No	Item (I)	Monthly Rate in Rs. exclusive of tax (2)	
1	Project Manager for e-Hospital Implementation	61000	



**Region - 4 (Haryana, Himachal Pradesh, Punjab, Chandigarh)****G. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:-Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**H. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**I. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836
S.No			Project Manager
1	Item (1) Project Manager for e-Hospital Implementation	Monthly Rate in Rs. exclusive of tax (2) 90000	

**Region - 6 (Chhattisgarh, Goa, Madhya Pradesh, Maharashtra)****J. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	45000	52000	90000	130000	160000	170000	185000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	45000	52000	90000	130000	160000	170000	185000
3	Store & Pharmacy	2 Months	60000	70000	90000	120000	140000	160000	180000
4	Laboratory Information System (LIS)	2 Months	20000	30000	45000	48000	60000	70000	85000
5	Radiology Information System (RIS)	1 Months	24000	30000	45000	45000	50000	60000	70000
6	Laundry	15 Days	10000	12000	13000	15000	12000	10000	12000
7	Dietary	1 Months	21000	23000	25000	22000	22000	22000	22000
8	OT Management	1 Months	21000	25000	28000	30000	32000	34000	36000

**Note:-Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**K. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	30000

**Note:** The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.

**L. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate inRs. Exclusiveof tax (K)	OperationalCost per monthin Rs. Exclusiveof Tax (L)
1	Senior Support Manager	40000	2160
2	Data Executive	26000	1404
3	Medical Transcriptionist	34000	1836

S.No	Item (1)	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation		90000

**Region - 7 (Gujarat, Rajasthan)****M. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			Up to 30	31 - 100	101 - 250	251 - 500	501 - 1500	1501 - 2500	2500 ^
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**N. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**O. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	18000	5400
2	Data Executive	12500	3750
3	Medical Transcriptionist	40000	12000
<b>S.No</b>	<b>Project Manager</b>		
1	Item (1) Project Manager for e-Hospital Implementation	Monthly Rate in Rs. exclusive of tax (2)	110000

**Region -9 (Uttarakhand, Uttar Pradesh, Delhi)****P. APPROVED RATES FOR E-HOSPITAL**

S. No.	Modules/Packages	Maximum time frame to complete the required activities	Costing as per the capacity of hospital in terms of number of beds (Rs.) exclusive of tax						
			(A)	(B)	(C)	(D)	(E)	(F)	(G)
<b>Basic Modules</b>									
1	1. Patient Registration (OPD, Emergency, Appointment & Online Registration System) 2. Billing 3. Clinic (OPD)	2 Months	42875	89250	139125	190000	200000	237500	270000
<b>Add-On Modules</b>									
2	Admission, Discharge & Transfer (IPD) & Clinic (IPD)	1 Months	18375	38250	59625	65000	70000	70000	90000
3	Store & Pharmacy	2 Months	10200	21200	40000	115000	120000	120000	120000
4	Laboratory Information System (LIS)	2 Months	10200	21200	40000	115000	120000	120000	120000
5	Radiology Information System (RIS)	1 Months	10200	25000	30000	65000	75000	75000	75000
6	Laundry	15 Days	10200	20000	21500	21500	25000	25000	25000
7	Dietary	1 Months	10200	20000	22000	22000	25000	25000	25000
8	OT Management	1 Months	10200	20000	45000	90000	94000	100000	100000

**Note:- Hospitals should have mandatorily implemented the Basic modules before opting for any of the Add-on Modules of e-Hospital application.**

**Q. E-BLOODBANK:**

Software	Activity	Maximum time frame to complete the required activities	Total (Rs.) exclusive of tax (J)
e-BloodBank	Pre- Data Preparation, Master-Data Creation, User Management, Training, Testing, Trial Run and GoLive.	1 Month	40000

**Note: The work order for the e-BloodBank application can only be placed after/along with the work order of the e-Hospital application or if the e-Hospital application has already been implemented and being used in the hospital.**

**R. HANDHOLDING SUPPORT & PROJECT MANAGER:**

Hand holding Support			
S.No	Resource Category* (as per the qualification)	Resource Man-month Rate in Rs. Exclusive of tax (K)	Operational Cost per month in Rs. Exclusive of Tax (L)
1	Senior Support Manager	24000	7200
2	Data Executive	21500	6450
3	Medical Transcriptionist	40000	12000

S.No	Project Manager	Monthly Rate in Rs. exclusive of tax (2)
1	Project Manager for e-Hospital Implementation	110000

**Note:-**

- GST& other taxes, as applicable, will be paid extra by hospital to empanelled Agency.
- Payment to the empaneled Agency shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report, with an actual reference to the work done) signed by the concerned hospital authority/Nodal Officer and proof of actual salary payments to the handholding support employees like NEFT/RTGS transfer to employees' bank accounts, TDS Certificate and PF deposit Certificate.

- iii. During project duration, the in-hand monthly salary of the deployed handholding support resources in e-Hospital implementation should not less than the monthly empanelled rate of respective resource category.
- iv. For hospitals greater than 100 beds, empanelled agency has to deploy a project manager on man month basis for implementation of e-Hospital rollout, as per the rates finalized through this empanelment or tender.
- v. The engagement period of the project manager would be the implementation period of Phase-1 and Phase-2. However, if a user department i.e. Hospital/Institution with more than 100 beds based on the requirement wishes to engage project manager(s) beyond implementation duration, i.e. for hand holding and other related work and activities, they may take the services of the resources through this empanelment or tender for better management and smooth operation of Hospitals.
- vi. NICSI will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus etc. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time. The same should be paid as per the government rules and Vendor should submit necessary documents as proof to the satisfaction of hospital.
- vii. The empanelled agency shall comply with all the Industrial, Labour and Contract Labour laws in force applicable in their respective regions/states, while providing the services.
- viii. NICSI/ NIC would revise the empaneled rates for each one of the manpower resource categories under handholding category and Project Manager by 8% every year, from the date of empanelment.
- ix. Details of modules, features and functionality of the e-Hospital and e-Blood Bank applications are given in Annexure A.10 (e-Hospital and e-BloodBank Application Details) and data formats are given in Annexure A.14 (e-Hospital Master Data Configurable Data Formats) of tender document.



## ANNEXURE-2: DETAILED SCOPE OF WORK

The scope of work broadly includes:

### A. Engagement Mode

- a. The user hospital/department/Medical College approaches the concerned NIC regional/state coordinator for implementation of e-Hospital.
- b. The NIC Coordinator shall share the user's SPOC, contact details, scope, deliverables, schedule etc. along with requirements with all the empaneled agencies of e-Hospital rollout services for the respective region.
- c. The empanelled agencies will demonstrate on the strategy, planning and best possible solution to accomplish the project as per the Standard Operating Procedure (SOP) for assignment of work to empanelled agencies of NICS.
- d. After demonstration second thing is assessment whether the HMIS is already running or not. If not, then next step will be the assessment of ICT & infrastructure. After assessment subsequent step will be the Project Report Submission. Project report will be prepared by Agency and submitted by NICS.
- e. The empaneled agencies must get the Completion Certificates from the respective hospital after the completion of every Stage for the particular phases of implementation of the project as per Annexures A.11 & A.10 Completion Certificate mentioned in tender document.
- f. All the mentioned activities should be independent, after the completion of each activity, Agency will submit the report and NICS will provide the certificate for the activities. Accordingly, Hospital/State Government shall confirm for the release of fund to the agency after recommendation of NIC State Coordinator.
- g. Report must be prepared by the agency before the pre-data preparation. Primarily, modules will be decided by the hospital then the assessment process will begin. Assessment would not be taken place for each module separately, will start together for all the modules requested by the hospital.
- h. **RACI Matrix** Project report must be divided into three major categories i.e. Application part (hosting, etc.), Hardware and Manpower. State government or hospital will take a call or may demand any of them distinctly/collectively. Cost of each of the categories should be in modular form and well explained separately.

### B. Description of Activities

Item #	Description of Activities	Responsible(R), Accountable(A), Consulted(C), Informed (I)			
		NIC	NICS	Agency	Hospital/ State
1	Project Proposal	A	C	R	I
2	Configuration	A	A	R/A	I
3	Manpower	C/I	A	R/A	R/I
4	Training the Master Trainer from agency at NIC HQ	R	I	A/C/R	I
5	Training to the hospital staff etc.	I	A	R/A	A/C
6	Other	I	I	R/A/C	R/A/C



(i) Depending on the project requirement, the following are the indicative list of support services/ activities within the hospital that are expected to be carried out by the empaneled agencies.

(ii) Other activities includes:

1. Network Assessment such as Internet availability.
2. IT Infra Assessment such as PC, Printer and Bar code Printer
3. Manpower and Medical Assessment (Technical Manpower to Operate the application)
4. General Infrastructure assessment such as LAN connectivity

**(ii) Indicative List of Support Services/ Activities**

<b>e-Hospital</b>			
<b>1) Phase-I: Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>			
<b>Timeline</b>	<b>Basic Modules</b>	1. Patient Registration (OPD, Causality (Emergency) 2. Billing 3. Clinic (OPD)	2 Months
	<b>Add-on Modules</b>	1. Admission, Discharge & Transfer (IPD) and Clinic (IPD)	1 Month
		2. Store & Inventory	2 Months
		3. Pharmacy	2 Months
		4. Laboratory Information System (LIS)	2 Months
		5. Radiology Information System (RIS)	1 Month
		6. Laundry	15 Days
		7. Dietary	1 Month
		8. OT Management	1 Month
		9. Online Registration System (ORS) (to be coordinated through NIC State/Central eHospital Coordinator)	NA
10. e-BloodBank	1 Month		
<b>Common activities for all the modules</b>	<p>To arrange the demonstration of e-Hospital to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data</p>		

	<p>provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.</li> <li>• To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.</li> <li>• To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.</li> <li>• To test the master data and configuration parameters in the application.</li> <li>• To test the application with the test data/cases as per prescribed formats.</li> <li>• To ensure the trial run and then go-live of the application.</li> <li>• To obtain user acceptance (Completion Certificates) from the hospital.</li> </ul>
<b>2) Phase-II: Handholding support after successful go-live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<ul style="list-style-type: none"> <li>• To assist the hospital users in implementation/rollout of the application.</li> <li>• To provide manpower trained on the application for assisting the hospital users/officials to use the application smoothly on daily basis.</li> <li>• To perform operational tasks such as update of configuration, user information, reporting, generating MIS, and, resolution of functional issues, IT related issues and day-to-day queries.</li> <li>• To provide overall guidance and continuous training to hospital users.</li> </ul>
<b>e-BloodBank</b>	
<b>1) Pre-Data Preparation Activities, Master Data Creation and Digitization, Application Configuration, User Management, Testing, Training, User Acceptance and Go-Live of the application</b>	
<b>Timeline</b>	2 Months
<b>Activities</b>	<p>To arrange the demonstration of e-BloodBank to enable users in better understanding of application explaining the features, processes and workflows of the application.</p> <p><b>Site Readiness Assessment</b></p> <p><b>Infrastructure Readiness Assessment:</b> To assess the availability of enough ICT resources like desktop computers, printers, scanners, LAN, UPS etc.</p> <p><b>Network Readiness Assessment:</b> To check the availability of Internet connectivity at the implementation sites.</p> <p><b>Change Readiness Assessment:</b> To identify any obstacle/ personnel level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application.</p> <p><b>Master Data Readiness Assessment:</b> To check whether the master data provided is complete in all aspects and as per the prescribed formats.</p> <ul style="list-style-type: none"> <li>• To prepare the project proposal to be submitted to the hospital.</li> <li>• To discuss, guide and train the hospital users to finalize the configuration requirements.</li> <li>• To provide training and guidance to the hospital users in master data</li> </ul>



preparation as per the prescribed data collection formats to ensure completeness and correctness of data in time. Data will be collected and prepared as per the prescribed formats by the hospital administration.

- To enter the master data and configure the application after receiving the master data from the hospital as per the prescribed formats.
- To provide on-site operational hands-on training on the application to enable the hospital end-users to use the application for performing their tasks and administration.
- To test the master data and configuration parameters in the application.
- To test the application with the test data/cases as per prescribed formats.
- To ensure the trial run and then go-live of the application.
- To obtain user acceptance (Completion Certificates) from the hospital.

#### **A. ROLE OF NICSI**

- a. Before placing the order to empanelled vendor, Hospital/State Government shall confirm the availability of Cloud resources from NIC e-Hospital State Coordinator for onboarding.
- b. Issuance of Performa Invoice to user departments/Hospitals/Medical Colleges.
- c. Issuance of work Orders to the empanelled agencies based on the recommendation of user..
- d. Release the payment to the empaneled agency as per the payment schedule and the work order placed after receiving the relevant completion certificates.

#### **B. ROLE OF NIC**

- a. Provide training to master trainers (five (5) trainers per agency) of e-Hospital empaneled agencies who would further train their internal manpower to be deployed under the project.
- b. Coordinate with user department/Hospitals/ medical Colleges SPOC and empanelled agencies for implementation of e-Hospital.
- c. Encourage the hospitals to on-board and implement the e-Hospital application.
- d. Monitor timely delivery of the activities listed in Phase-I and Phase-II (Handholding Support) milestones through the respective NIC State Project Coordinator.
- e. Provide technical support to the hospitals after the successful go-live of the e-Hospital and/or e-BloodBank applications.

#### **C. ROLE OF EMPANELED AGENCY**

- a. Perform all the Phase-I and Phase-II activities as per the requirement of the hospitals.
- b. Depute manpower for training on e-Hospital and e-BloodBank at the NIC headquarters, New Delhi in batches.
- c. If the manpower is removed/relocated from the project it is the responsibility of the agency to provide the knowledge transfer session to the new the member of the hospital.

#### **D. ROLE OF HOSPITALS/MEDICAL COLLEGES**

- a. Identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to e-Hospital and e-BloodBank applications.
- b. Ensure Site readiness and Pre requisite Infrastructure for implementation of e-Hospitals.
- c. Request proposal from NIC e-Hospital coordinator for implementation of e-Hospital.
- d. Signing the Project Proposal Acceptance document provided by NIC State Coordinators for implementation of e-Hospital roll out.
- e. Request NICSI for Performa Invoice against the proposal received from NIC e-Hospital coordinator.
- f. Selection of empanelled agencies in consultation with NIC e-Hospital coordinator.



- g. **Transfer fund to NICSI for issuance of work Order to selected agency.**
- h. Place the work order through NICSI to the empaneled agencies for providing the services as per their requirements and activities defined in Phase-I.
- i. Provide the required master data, correct in all aspects, and other details required for the configuration of the e-Hospital application in a time bound manner as per the format provided by the empaneled Agency.
- j. Place the work order to the empaneled agencies through NICSI for Handholding Support as per the requirements defined in the scope of work.
- k. Provide the Completion Certificates to the empanelled agency after the successful completion of Pre-Data Preparation activities and go-live.



### ANNEXURE-3: EDUCATIONAL QUALIFICATION & EXPERIENCE OF MANPOWER FOR PHASE-I ACTIVITIES

#### A. Level of manpower

S.No	Level of Manpower	Work Experience (in years)
1	Project Manager	8+ Years
2	Team Leader	5+ Years
3	Operational Manager	3+ Years
4	Operational Assistant	1+ Years

#### B. Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Project Manager	<ul style="list-style-type: none"> <li>B Tech/ B.E. / MCA /MSc/MBA with Minimum 8 years' experience in IT/ software development/ IT System projects.</li> <li>Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.</li> <li>The incumbents must have independently handled at least two large projects on all aspects from concept stage to implementation</li> <li>Exposure to Government Projects preferred.</li> <li>The incumbents must have Project management Certification such as PMP or PRINCE 2 or equivalent.</li> </ul>	<ul style="list-style-type: none"> <li>Overall Project responsibility of e-Hospital and e-BloodBank project implementation at hospitals.</li> <li>Activity and resource planning for the project, Controlling time management, Monitoring progress of project and Ensuring customer satisfaction, Managing reports and necessary documentation.</li> <li>Interaction with Ministries/Departments/hospital authority as well as NIC/NICSI on implementation related issues</li> <li>Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related stakeholders</li> <li>Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
2	Team Leader	<ul style="list-style-type: none"> <li>MCA/ BE/ B. Tech. with specialization in computers or equivalent with 5+ years of experience of managing large software development projects and network support.</li> <li>The incumbents must have</li> </ul>	<ul style="list-style-type: none"> <li>Responsibility of e-Hospital and e-BloodBank project implementation at hospitals</li> <li>Interaction with hospital authority as well as NIC on implementation related issues</li> <li>Managing by way of interaction</li> </ul>



		<p>independently handled at least two large projects on all aspects from concept stage to implementation.</p> <ul style="list-style-type: none"> <li>• They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</li> <li>• They must have expertise in handling software deployment and implementation related issues</li> </ul>	<p>with hospital, vendors, operational staff, technical resources deployed and related stakeholders</p> <ul style="list-style-type: none"> <li>• Providing the demonstration and presentation to the senior management of the State Government/ NHM Officials/ Hospitals etc.</li> </ul>
3	Operational Manager (OM)	<ul style="list-style-type: none"> <li>• B.Tech/BE/MCA or equivalent with 3+ years of experience</li> <li>• Experience with standard software applications like MS Office, Windows</li> <li>• Database management and networking skills</li> <li>• Familiarity with support and general troubleshooting</li> <li>• Organizational skills, ability to prioritize</li> <li>• Must have a strong dedication to customer service.</li> <li>• Should have good communication skills</li> </ul>	<ul style="list-style-type: none"> <li>• Providing detailed demonstration and presentation to the Hospitals etc.</li> <li>• Coordination with NIC team and assisting User in implementing the application</li> <li>• Supervising OAs and providing them guidance wherever required.</li> <li>• Coordination with NIC team for localization and configuration.</li> <li>• Mapping of software with requirements.</li> <li>• Obtaining stage-wise completion certificate from the respective user.</li> </ul>
4	Operational Assistant (OA)	<ul style="list-style-type: none"> <li>• Graduation degree with 1+ year of experience</li> <li>• Experience of working in standard software like MS Office, Windows, Networking etc.</li> <li>• Dedication to customer service and positive approach</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in training and handholding support to the User</li> <li>• Resolving customer issues in timely manner</li> <li>• Managing queries from the user</li> <li>• Assisting Operations Manager in conducting activities defined in Phase-I</li> </ul>

### C. Handholding Support Resource Positions and Responsibilities

S.No	Resource Position	Desirable Qualification & Experience	Role & Responsibilities
1	Senior Support Manager	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline</li> <li>• 5+ years of experience with an organization implementing IT based projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Overall responsibility of application rollout within a defined area of operations.</li> <li>• Coordinating with project team and assisting the User's software team in using the application</li> <li>• Experience in Word processing tools, good communication skills.</li> </ul>



			<ul style="list-style-type: none"> <li>• Provide support for routine data transfer, take data backup and other IT support requirements</li> </ul>
2	Data Executive	<ul style="list-style-type: none"> <li>• Intermediate (10+2)</li> <li>• 1+ years of experience in any organization in IT/ Customer support/ Data handing.</li> </ul>	<ul style="list-style-type: none"> <li>• Handling of e-Hospital and/or e-BloodBank software operations</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>
3	Medical Transcriptionist	<ul style="list-style-type: none"> <li>• Graduate (10+2+3) in any discipline with a certificate course in Medical Transcription.</li> <li>• 2+ years of experience with an organization in medical/ clinical transcription.</li> </ul>	<ul style="list-style-type: none"> <li>• Transcribing and interpreting clinical dictation and diagnosis into electronic records and reports</li> <li>• Translating medical terminologies and jargons into appropriate long forms</li> <li>• Knowledge of clinical data standards like ICD10, SNOMED CT, LOINC, DICOM etc.</li> <li>• Identifying inconsistencies, errors and missing information within the patient records</li> <li>• Handling of e-Hospital and/or e-BloodBank software applications</li> <li>• Communication, cataloguing, filing, data entry, report generation, printing etc.</li> <li>• May be required to work in shifts (Morning/ Evening/ Night)</li> </ul>



## ANNEXURE-4: E-HOSPITAL AND E-BLOOD BANK APPLICATION DETAILS

S. No.	Application	Modules
1.	<b>e-Hospital</b>	<ol style="list-style-type: none"> <li>1. Patient Registration (OPD, Emergency, Appointment &amp; Online Registration System)</li> <li>2. Billing</li> <li>3. Clinic (OPD)</li> <li>4. Admission, Discharge &amp; Transfer (IPD) &amp; Clinic (IPD)</li> <li>5. Store &amp; Pharmacy</li> <li>6. Lab Information System (LIS)</li> <li>7. Radiology Information System (RIS)</li> <li>8. Laundry</li> <li>9. Dietary</li> <li>10. OT Management</li> </ol>
2.	<b>e-BloodBank</b>	<ol style="list-style-type: none"> <li>1. Donor Registration &amp; Checkup</li> <li>2. Blood Bag Preparation</li> <li>3. Component Preparation</li> <li>4. Aphaeresis, Requisition</li> <li>5. Cross Match Details</li> <li>6. Blood Issue Details</li> <li>7. Discard Bag</li> <li>8. Patient Blood Grouping</li> <li>9. Blood Transfer</li> </ol>

\*\*\*\*\*END\*\*\*\*\*

