

**F. No. 1(47)/2015-TPS
GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & INFORMATION TECHNOLOGY
DEPARTMENT OF ELECTRONICS & INFORMATION TECHNOLOGY
NATIONAL INFORMATICS CENTRE
TENDER PROCESS SECTION
A-BLOCK, CGO COMPLEX, LODHI ROAD, NEW DELHI -110003**

Dated: 15/09/2016

To

M/s Luminous Infoways Pvt. Ltd.
2021, Sector-8, Pocket-2 (B-2),
Vasant Kunj, New Delhi-110070

**Kind Attn.: Mr. Bharat Raghav, Mobile No. +91 9871229947
E-mail: bharat.raghav@lipl.in**

Empanelment No. NIC/TPS/2015/55/RC/01

Subject: Rate Contract against Tender No. NIC/TPS/2015/55 for Pre—Data Preparation Activities, Master Data Digitization, Application Configuration, Training and Handholding Support for Cloud ready Workflow Based Integrated Hospital Management Information System (HMIS), eHospital and eBloodbank for Government / Public Sector / Semi-Government / Autonomous / Cooperative Hospitals in India for the following region2:-

Region - 2

Sl. No.	Name of the state
1.	Arunachal Pradesh
2.	Assam
3.	Manipur
4.	Meghalaya
5.	Nagaland
6.	Mizoram
7.	Sikkim
8.	Tripura

Sir,

I am directed to refer to your quotation against the above mentioned tender and inform that you are empanelled for a period of **Two years** from the date of issue of Rate Contract as per the below given rates and terms and conditions of the tender No. NIC/TPS/2015/55 which can be extended for **one more year** at the discretion of NIC.

Part -1

Rates for eHospital for Activity Level-I

Sr No	Type of Software	Activity Level I	Max. time frame to complete activities	Costing as per the capacity of Hospital in terms of No. of Beds (in Rs.)			
				Up to 15 beds	16-50 beds	51-200 beds	201-500 beds
				1	2	3	4

o/c

1	(eHospital ^{@NIC}) (Modules) 1. OPD Patient Registration 2. IPD(ADT) 3. Billing	Pre- Data Preparation, Master data configuration, Training, Testing, Trial run & Go-live (As per Annexure-A)	2 Months	21,255/-	42,509/-	1,06,273/-	2,65,682/-
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Rates for e-Blood Bank

Sl. No.	Type of Software	Activity	Max. time frame to complete activities	Total (Rs)
1	e-Blood Bank ^{@NIC}	Pre Data Preparation and Master Data Creation, Configuration and User Management, Training, Testing, Trial Run and Go Live (As per Annexure-A).	1 Month	26,000/-

Rates for Handholding Support Activity Level-II

Sl. No.	Resource Category* (as per the qualification)	Minimum Qualification	Required Experience and Job Description	Man-month Rate (Rs.)
1	Senior Support Executive	Graduate (10+2+3) in any discipline	2+ years' experience with organization implementing IT based projects. ➤ Overall responsibility of application rollout within a defined area of operations ➤ Coordinating with project team and assisting the client's software team in using the application ➤ Experience in Word Processing tools, good communication skills. ➤ Provide support for routine data transfer, take data backup and other IT support requirements	13,172/-
2	Data Executive	Intermediate (10+2)	1+ years' experience in any organization in IT/Customer support/Data handling ➤ Handling of e-Hospital ^{@NIC} and / o r eBloodBank ^{@NIC} Software operations ➤ Communication, cataloguing, filing, Data entry, report generation, printing etc. May be required to work in Shifts (Morning /Evening /Night)	11,975/-

Note:

1. Payment to the 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 concerned hospital authority and proof of actual salary payments to the employees like NEFT/RTGS transfer to Employees' bank accounts, TDS Certificate, and PF deposit Certificate.
2. Agency has to provide manpower for all the resource levels.

3. Hospital will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus. 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 Government rules and agency should submit necessary documents as proof to the satisfaction of hospital.
4. Service tax & other taxes, as applicable, will be paid extra by hospital to the agency.

Part – II

Education Qualifications and Experiences of Manpower for Activities Related to Level 1

Level of manpower:-

Sl. No	Level of Manpower	Experience in Years
1	Team Leader	3+
2	Operational Manager	2+
3	Operational Assistant	1+

RESOURCE POSITIONS AND RESPONSIBILITIES

Sl. No.	Resource Position	Desirable Qualification and experience	Role & Responsibilities
1.	Team Leader	<p>MCA / BE / B. Tech with specialization in computers or equivalent with 3+ years' experience of managing large software development projects and Network support.</p> <p>The incumbents must have independently handled at least two large projects on all aspects from concept stage to Implementation.</p> <p>They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.</p>	<p>Full responsibility of e-Hospital@^{NIC} and eBloodbank@NIC Project implementation at Hospital.</p> <p>Interaction with hospital authority as well as NIC on Implementation related issues. Managing overall project by way of interaction with hospital, vendors, operational staff, technical resources deployed and related Stakeholders.</p>

They must have expertise in handling software deployment and implementation related issues.

2	Operations Manager (OM)	B.Tech/BE/MCA or equivalent with 2+ years of experience. Experience with standard software Applications like MS Office, Windows. Database management and networking skills Familiarity with support and general troubleshooting Organizational skills, ability to prioritize Must Have a strong dedication To customer service Should have better communication skills	Co-coordinating with NIC team and assisting client in implementing the application Supervising OAs and providing them guidance wherever required Coordination with NIC Developer Team for localization and configuration. Mapping of software with requirements. Obtaining stage-wise completion certificate from the respective user. Coordination on Database Management related Issues (Backup/Recovery, Performance etc) & Documentation
3	Operations Assistant (OA)	Graduation degree with 1+ year of experience. Experience of working in standard software like MS Office, Windows, Networking etc. Dedication to customer service Positive approach	Assisting in training and handholding support to the client. Resolving customer issues in a timely manner Managing queries from user Assiting operation manager in conducting activities defined in level I.

Part-III

Requirements and Scope of rate Contract

1. Requirements:-

- 1.1 NIC intends to empanel agencies for Region-2 having States viz **Arunchal Pradesh, Assam, Manipur, Meghalaya, Nagaland, Mizoram, Sikkim and Tripura**. The expected total number of hospitals would be (number) 1887 and expected project value would be approximately more than Rs.2.1 Crore.
- 1.2 The work will be for a definite period and will not amount to any kind of employment obligation on the part of Central Govt./State Govt./NIC/Hospital/Blood Bank.

- 1.3 This rate contract will be utilized by any of the Central Government, State Governments, Semi Government, Autonomous, Cooperative Hospitals and Blood Banks. They will place work orders directly to empanelled agencies for hiring the services as per their requirements.
- 1.4 Each hospital / Blood Bank will identify the Nodal Officer for ICT, who will be responsible for overall monitoring & coordination of activities related to eHospital@NIC and eBloodbank @NIC applications.
- 1.5 The hospital will issue a Work Order to any of the empanelled agencies only after on-boarding of the Hospital / Blood Bank is completed with eHospital@NIC or eBlood Bank @NIC .
- 1.6 The hospital will issue work orders initially for level-I activities i.e. Pre-Data Preparation Activities, Master Data Digitization, Application Configuration, User Management, Testing, Training & Go-live. On completion of activities defined in level-I, work order for level-II (Handholding support) will be placed by hospital/blood bank as per requirements defined in scope of the work.
- 1.7 During the period of empanelment validity, in case of non-satisfactory services by agencies empanelled, Central Govt./State Govt./Hospital/Blood Bank/NIC reserves the right to hire the services of the other agencies empanelled.
- 1.8 The responsibility of distribution of works among empanelled agencies will rest with respective Central Govt./State Govt./Hospital/Blood Bank and cooperative hospital. Empanelled agencies may approach hospitals/Blood Banks/Cooperative hospitals for taking works at own level.
- 1.9 The agency should be registered under relevant contract labour (Regulation & Abolish) Act, wherever applicable and attach certificate. The agency 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 support staff or the agency will have no right or claim of any kind from NIC or its clients.
- 1.10 The Skilled manpower being provided by the agency under the project will work under the supervision of management of the hospital/bloodbank as well as NIC project coordinators.
- 1.11
 - a) One Week Training will be imparted to Master Trainers of eHospital empanelled vendors to further train their manpower to be deployed under the project on charge basis Rs 10,000/- per Master Trainer. Minimum 10 Master Trainers have to be trained by each vendor. However, Charges at the rate of Rs 1000/- per person will be charged for evaluation and certification of the manpower trained by Master Trainers of the empanelled vendors.
 - b) The empanelled agencies will deposit the training charges with NISCI after empanelment. Based on receipt of funds, NISCI will place the work order to the empanelled training agencies as per requirements.



- c) Training will be conducted through currently empanelled training agencies of NICSI. NIC will impart training to NICSI empanelled training agency's Master Trainers for imparting training to the eHospital empanelled vendor's Master Trainers. Training Certificate will be issued by NICSI however evaluation and certification will be done by NIC team.
 - d) Based on successful training completion report, NICSI shall release payment to training agencies.
- 1.12 The hospital/blood bank should ensure that the certificate issued by NICSI as per point no 1.14 is available with the manpower before deployment to ensure that the candidate is having the requisite experience to operate the eHospital@NIC, eBloodBank@NIC and ORF (Online registration Framework) application.
- 1.13 The agency will depute manpower for training on eHospital@NIC and eBloodBank@NIC at NICHQ or NIC state HQRs premises in batches. The duration of training will be 1 week. All expenses towards training will be borne by agency and NO TA/DA will be given by Central Govt./State Govt./NIC/Hospital/Blood Bank. The training provided by NICSI will be on charge basis as defined above in clause no. 1.11
- 1.14 Contracted agency should have atleast 5 or more eHospital@NIC and eBloodBank@NIC certified manpower at the level of Team Leader on his rolls at all times during the period of empanelment. The preference for work order award will be given to those contracted agencies who will have sufficient number of trained and certified manpower.

2. Scope of the Tender

NIC has developed **HMIS (Cloud Ready Workflow Based Integrated eHospital@NIC and e-Blood Bank@NIC)** solutions for Central & State Government/Semi- Government/Autonomous/Cooperative Hospitals namely PHC/CHC/District Hospital/Referral Hospital/Blood Bank Centers, to meet the requirements of all types of hospitals in Healthcare sector across India. e-Hospital@NIC and e-Blood Bank@NIC are generic applications, which address all the major functional areas of a Hospital and Blood Bank Centre.

e-Hospital@NIC solution helps small to large size hospitals to streamline patient care, hospital administration, ancillary services and clinical support activities. **e-Blood Bank** is a web based comprehensive blood bank management solution and covers all the activities of a standard blood bank.

The following are major stakeholders:

Patients, citizens
Ministry of Health & Family Welfare Dept., GoI
Health and Family Welfare Department of State Governments
Doctors
Nurses
Para medical staff
Hospital Administration
Planners and Decision makers (State & Central Government)
ICT Professionals

Details of Modules, features and functionality of the above applications are given in Annexure-A and Data Formats are given in Annexure-B (Data Formats)

This rate contract/tender has been designed to empanel agencies who can provide support services to a hospital/blood bank to assist in the activities associated with Cloud Ready Web based **eHospital@NIC** and **e-Blood Bank** applications. Depending on the project requirement, the following are the indicative list of support services/activities within the hospital that are expected to be carried by the empanelled agencies:



eHospital@NIC			
S#	Service support levels	Activities to be carried out	Time frame (Maximum)
1.	Level-I Pre- Data Preparation Activities Master Data Digitization, Application Configuration, User Management, Testing, Training and Go-live of application	<p>To arrange Demonstration of eHospital@NIC /e-Blood Bank@NIC to enable users in better understanding of application explaining the features, processes and workflow.</p> <p>Site Readiness Assessment</p> <p>Infrastructure Readiness Assessment: Assessing whether enough computers, UPS, printers, LAN, scanners etc. are available</p> <p>Network Readiness Assessment: Checking for availability of internet connectivity at the implementation sites</p> <p>Change Readiness Assessment: Identify any obstacles/ people level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application</p> <p>Data Readiness Assessment: Checking whether the data is complete and in the format as required by hospital application.</p> <p>Preparation of Proposal to be submitted to the hospital.</p> <p>To Discuss, guide and train users to finalize configuration requirements.</p> <p>To provide training and guidance to users in master data preparation as per prescribed data collection formats to ensure completeness and correctness and prepared on prescribed format by the respective hospital administration.</p> <p>Master data entry and configuration of application after receiving of master data from respective Hospital on the prescribed data collection formats.</p>	2 Months

		<p>On-site Operational hands on training on application to enable the end-users to use the application for performing their task and administration.</p> <p>Testing of the master data and configuration parameters in application software.</p> <p>Testing of application with test data/cases as per prescribed formats.</p> <p>Trial run of application & Go-live.</p>	
2.	<p>Level-II</p> <p>(Handholding support after Go-live)</p>	<p>To assist users in implementation & rollout</p> <p>To provide trained manpower on the respective application.</p> <p>Provide assistance to hospital officials to use the system on daily basis.</p> <p>Perform operational tasks such as update of user information, reporting, generating MIS, functional and IT related issue resolution, day to day query resolution.</p> <p>Over all guidance and continuous training on use of the application.</p>	2 months

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eBloodBank			
S#	Milestone/Stage	Activities to be carried out	Time frame
			(Maximum)
1	Pre Data Preparation and Master Data Creation, Configuration and User Management, Training, Testing, Trial Run and Go Live	<p>To arrange demonstration of (e-Blood Bank^{@NIC} to enable users in better understanding of application explaining the features, processes and workflow.</p> <p>Site Readiness assessment</p> <p>Infrastructure Readiness Assessment: Assessing whether enough computers, UPS, printers, LAN, scanners etc. are available</p> <p>Network Readiness Assessment: Checking for availability of internet connectivity at the implementation sites</p> <p>Change Readiness Assessment: Identify any obstacles/ people level issues/ resistance or reluctance from the hospital staff with respect to the implementation of the application</p> <p>Data Readiness Assessment: Checking whether the data is complete and in the format as required by hospital application.</p> <p>Preparation of Proposal to be submitted to the hospital.</p> <p>To Discuss, guide and train user to finalize configuration</p>	1 Month

		<p>collected and prepared on prescribed format by the respective hospital administration.</p> <p>Master data entry and configuration of application after receiving of master data from respective Hospital on the prescribed data collection formats.</p> <p>Onsite Operational hands on training on application to enable the end-users to use the application for performing their tasks</p> <p>Testing of the master data and configuration parameters in application software</p> <p>Testing of application with test data/cases as per prescribed formats</p> <p>Trial run of application & Go-live</p>	
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- 2.1 The manpower resources provided by an 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.
- 2.2 No extra cost will be paid to the empanelled agencies for any upgradation/enhancement made by NIC in **eHospital@NIC/e-Blood Bank@NIC** applications during the roll out period.
- 2.3 The contracted agencies will manage independently all the operations under the control of the respective Hospital Administration.
- 2.4 **eHospital@NIC** and **e-Blood Bank@NIC** applications will be implemented a fresh for each Hospital. No legacy data migration will be taken up.
- 2.5 The performance and discipline of the resources provided by the bidder should be ensured by the agency. The agency will replace the manpower in case she/he is not performing satisfactorily as evaluated by hospital authorities.



- 2.6 For level II, the resource requirements shall be finalized by the Hospital and manpower will report to the Nodal Officer of the respective Hospital.
- 2.7 The contracted agency will undertake all the indicative activities defined above in the detailed Scope and any other associated activities. Adequate resources will be deployed by the agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- 2.8 The contracted agency 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.

Part -IV

3. Intellectual Property Rights

- 3.1 NIC 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 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.
- 3.2 If NIC 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 NIC to the service provider for the purpose of execution of any of its obligations under the terms of this tender. However, subsequent to the term of this contract, such approvals etc. shall endure to the exclusive benefit of NIC.
- 3.3 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 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.
- 3.4 The source code would be the property of NIC and the agency would not use the same for any demonstrations or other projects.

4. Confidentiality

- 4.1 The Agency shall not use Confidential Information, the name or the logo of NIC except for the purposes of providing the Service as specified under this contract;



- 4.2 The Agency may only disclose Confidential Information in the following circumstances with the prior written consent of NIC to a member of the 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.
- 4.3 The Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NIC.
- 4.4 The Agency shall notify NIC 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.

5. Penalty for Delay

- 5.1 If delay is on the part of hospital in providing data/information/site not ready support to empanelled agency due to unavoidable circumstances, the hospital will have the right to take decision on extension of work order/cancellation of work/ imposing penalties.
- 5.2 Any delay in deployment of manpower (Level-II) or delay in achieving the milestones (Level-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 1.00 % of the order value per week of the delay with a maximum limit of 10 %.
- 5.3 If the delay is such that the delay penalty has reached maximum limit of 10 % of the order value, The hospital will impose the penalty as above and will have an option to cancel the order and award the work to any other empanelled agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited and empanelment cancelled. Defaulting agency would be de-barred from participating in any NIC Tender for a period of three years.

6. Payment Process

- 6.1 A pre-receipted bill, along with certificate of satisfactory performance from the hospital authority will have to be submitted for the mentioned work order issued to the agency.
- 6.2 Payments shall be subject to deductions of any amount for which the 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.
- 6.3 If the 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,
- 6.4 If the 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 Level I Activities

Stage No.	Payment Milestones	% of Payment
State-1	Demonstration of eHospital/ eBloodbank 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 (Level-II Activities)	Monthly

7. General Conditions

- 7.1 In case the empanelled agency is found in breach of any condition(s) of tender or supply order, at any stage during the course of supply / installation / commissioning or on-site warranty or software subscription period EMD / Security Deposits will be forfeited. Further NIC reserves the right to initiate legal action as per Govt. rule/laws and also debarring the defaulting agency concerned from participating in NIC Tenders for three years.
- 7.2 The Support Staff deputed to work on the projects would observe the working days/hours of users. Honorarium, overtime etc. for the work done on holidays or beyond office hours are not admissible to the deployed Support Staff.
- 7.3 Contracted agencies will take care the matter related to Provident Fund, Employees Insurance or Bonus. These issues must be settled between the empanelled agencies and the manpower deployed by them from time to time.
- 7.4 The empanelled agencies will provide service all over India. 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. Security Deposit & Performance guarantee

- 8.1 EMD of the empanelled Agency shall be refunded on receipt of Security Deposit of equivalent amount in the form of Bank Guarantee of any Nationalized / Commercial bank drawn in the name of National Informatics Centre, New Delhi valid for 29 months.
- 8.2 If NSIC registered vendor is contracted security deposit of equal amount of EMD has to be submitted.
- 8.3 Agency shall furnish additional Performance guarantee for every purchase/work order equivalent to 10% of the purchase/work order value in the form of Bank Guarantee of any Nationalized / Commercial bank drawn in the name of respective hospital for the period specified in the purchase/work order + 03 months within 15 calendar days of acceptance of purchase/work order.

9. Indemnity



9.1 The selected Agency shall indemnify the NIC 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 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 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.

9.2 NIC stand indemnified from any legal complication arising out of any dispute related to manpower or any other matter between hospital and empanelled agency.

10. Termination for Insolvency

10.1 NIC may at any time terminate the purchase order / contract by giving written notice of four weeks to the empanelled Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.

10.2 NIC will not be responsible for any misinterpretation or wrong assumption by the agency.

11. Employee Verification

11.1 All the manpower deployed by the agency may be subjected to proper background verification check for Date of Birth, Educational Qualifications, Experience and police verification of antecedents.

11.2 The 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.

12. Responsibilities of the Agency

12.1 The manpower for the works assigned to the Agency will have to deploy within two week of issue of the work order or as specified in the work order.

12.2 (a) If due to any unavoidable circumstances the deployed manpower needs to be replaced / changed then the agency will ensure complete knowledge transfer during the replacement ensuring continuity of the project.

(b) The agency will give one month notice prior to replacement of any resource manpower.

12.3 The 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.

12.4 Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.

12.5 In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by hospital authority / NIC and provisions of the legal framework of the country.

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- 12.6 The 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 hospital.
- 12.7 The resource staff deployed by the bidder should observe proper decorum in the office, dress appropriately and follow basic office etiquettes.

13. Liability of the Agency

- 13.1 Agency shall be liable for all acts of omissions and commission by its employees deployed under this empanelment and NIC stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the service provider or its employees.
- 13.2 Agency to indemnify for non-compliance with the specifications given to create the software, for any intellectual property infringement of any third party, for any employee-related claims, for any personal injury or property damages, etc.
- 13.3 The total penalty that can be levied on the agency shall not exceed the work order value.

14. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract 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 this 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 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 this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

15. Arbitration:

- 15.1 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.
- 15.2 The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- 15.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

16. Applicable Laws

16.1 The Agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

16.2 All disputes in this connection shall be settled in Delhi jurisdiction only.

All terms and conditions mentioned in the tender No. NIC/TPS/2015/55 shall be ipso facto applicable. Acceptance of all the terms and conditions of the tender/empanelment may be forwarded to the undersigned within (7) Seven days from the date of issuance of this letter.

Yours faithfully,

Bhatia
15/9/16

Deputy Director

Tel# 011-24305454

Email: tenders.section@nic.in

Copy to:

1. HOG (Health Division), NIC-HQ, New Delhi.
2. DD (IPS), NIC-HQ, New Delhi.
3. DD (PP), NIC-HQ, New Delhi.
4. GM (Tender-NICSI).
5. Guard File.
6. All HODs/SIOs..... through Intranic.
- ✓ 7. Office Copy.

Received & Accepted
15/9/16

Annexure-A

(Details of eHospital@NIC and eBloodbank Application)

Sno.	Modules
1	Modules of eHospital@NIC <ol style="list-style-type: none"> 1. OPD Patient Registration, 2. Admission/Discharge/Transfer (ADT) 3. Billing 4. Online Registration Framework (ORF)
2	Modules of e-Blood Bank@NIC Modules <ol style="list-style-type: none"> 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

Annexure-B

Data Formats

eHospital Master Data & Configurable Parameters

Hospital Infrastructure Configuration:

- a. Hospital Basic Details (Name, address , contact no etc)
- b. Hospital Building Details
- c. Building Blocks under each building
- d. Floors under each Block
- e. Rooms in each Block details.

Employee Details:

Personal Details (Name , address etc)	Department under which employee belongs to	Employee availability (Scheduling information)	Creation of user id per employee	Role mapping of employee (OPD Clerk / admin etc)
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Department Details:

Department Name	Department ID (If Any in existing system)	Department In charge	No of Units	Gender Specific	No of Clinics
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Unit Details:

Unit for Department	Unit Name	Unit Incharge	Available on (Days)	Mapping of Clinic with Unit
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Clinic Details (For OPD):

Clinic Name	For Unit	Doctor's List (for that clinic)	Room Name	Available on (Days)	Mapping with Unit
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Ward Details (For IPD):

Ward Name	No of Beds	Is casualty ward	Ward mapped with Unit
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18

Service Configuration (For Billing):

- Enter the Patient Billing Type master data (APL / BPL etc)
- Service Category (e.g. Biochemistry services)
- Service List (e.g Lipid Profile under Biochemistry)
- Service Rate Configuration based on Billing Type
- Mapping of Cashbook with User

Configurable OPD Demographic Parameters :

1	Patient ID(Internal)
2	Patient ID(External)
3	Patient ID (Alternate)
4	Patient Name
5	Mother's Maiden Name
6	Age *
7	Gender
8	Alias
9	Address
10	Country Code
11	Contact No(Res.)
12	Contact No(Office)
13	Language
14	Account Number
15	SSN No.
16	Driving License No
17	Mothers Identifier
18	Ethnic Group
19	Birth Place
20	Multiple Birth Indicator
21	Birth Order
22	Citizenship
23	Nationality
24	Patient Death Date / Time
25	Patient Death Indicator
26	Identity Unknown Indicator
27	Identity Reliability Code
28	Last Update Date / Time
29	Last Update Facility
30	Species Code
31	Breed Code
32	Strain
33	Production Class Code
34	Tribal Citizenship
35	Marital Status
36	Religion
37	Caste

AB

Configurable IPD Demographic Parameters :

1	Name
2	Relationship Status
3	Address
4	Phone No(Res.) *
5	Phone No(Office)
6	Contact Role
7	Start Date
8	End Date
9	Next To Kin / Associated Parties Job Title
10	Next To Kin / Associated Parties Job Code
11	Next To Kin / Associated Parties Employee No.
12	Organization Name - NK1
13	Marital Status
14	Gender
15	Date / Time of Birth
16	Living Dependency
17	Ambulatory Status
18	Citizenship
19	Primary Language
20	Living Arrangement
21	Publicity Code
22	Protection Indicator
23	Student Indicator
24	Religion
25	Mother's Maiden Name
26	Nationality
27	Ethnic Group
28	Contact Reason
29	Contact Persons Name
30	Contact Persons Phone No
31	Contact Persons Address
32	Next To Kin /Associated Parties Identifiers
33	Job Status
34	Race
35	Handicap
36	Contact Persons SSN No.



Annexure-C Completion Certificate for Stage-I

Date: _____

It is certified that following activities have been completed successfully.

Stage-1: Demonstration of eHospital / eBloodBank Software and ICT infrastructure assessment and submission of report:

Reference: Work Order No _____ Dated: _____

Activities completed:

1. Demonstration of eHospital / eBloodBank Software & explaining the features
2. ICT Infrastructure Assessment
3. Report on ICT infrastructure to be created.
4. Training on Master Data and Configuration Parameters preparation.
5. Master Data Collection (to be signed by Hospital)
6. Master Data Digitization & uploading
7. Configuration Parameters finalized with Hospital (To be signed by Hospital)
8. eHospital / eBloodBank software configured as agreed.
9. Users created and management explained to Nodal Officer
10. Application Software Tested & demonstrated as per given data

Any other activity: _____

60% payment of the above reference work order value may be released.

(Representative of Agency)

Name: _____
Designation: _____
Mobile#: _____
E-mail: _____

(Nodal Officer)

Name: _____
Designation: _____
Mobile#: _____
E-mail: _____

RB

ANNEXURE-C
Completion Certificate for Stage-II

Date: _____

It is certified that following activities have been completed successfully:

Stage-2 : Training, User Acceptance, Modifications and Go-live.

Reference: Work Order No _____ Dated: _____

Activities completed:

1. Training to end-users imparted.
2. Feedback of the master data and configuration received during training.
3. Modification carried out in the application as per feedback.
4. Trial & Go-live.
5. Any other activity: _____

40% payment of the above reference work order value may be released.

(Representative of Agency)

Name: _____
Designation: _____
Mobile#: _____
E-mail: _____

(Nodal Officer)

Name: _____
Designation: _____
Mobile#: _____
E-mail: _____