

**Leading EMR Adopter Program (LEAP)**

**Request for Proposal (RFP) for Oncology EMR Vendors**

 

**National Cancer Grid**

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**REQUEST FOR PROPOSAL (RFP)**

**Under Limited Tender Enquiry (LTE)**

**For Selection of**

**Oncology Electronic Medical Record (EMR) Vendor**

**RFP No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. Abbreviations and Definitions

|  |  |
| --- | --- |
| Abbreviation | Definition |
| ABDM | Ayushman Bharat Digital Mission |
| EMR | Electronic Medical Record |
| HMIS | Hospital Management Information System |
| LTE | Limited Tender Enquiry |
| MoU | Memorandum of Understanding |
| OEV | Oncology EMR Vendor |
| NHA | National Health Authority |
| PQ | Pre- Qualification |
| RFP | Request for Proposal |
| SLA | Service Level Agreement |

1. Notice Form – Request for Proposal (RFP)

## About [Hospital Name]

[Insert hospital Information]

## 2.2 Request for Proposal

[Hospital Name, Location], invites proposals from Oncology EMR Vendors for the selection of Oncology specific EMR.

Oncology EMR Vendors (OEVs) are required to fill and submit the necessary documents and forms to [insert email address].

In the event of multiple responses received from a single applicant or EMR vendor, only the first response will be considered during the evaluation process.

1. Calendar of Events

|  |  |  |
| --- | --- | --- |
| S.N. | Schedule | Due Date |
|  | Date of Publication of RFP |  |
|  | Submission of queries from EMR Vendors through e-mail |  |
|  | Pre-Bid meeting |  |
|  | Submission of response to RFP  |  |
|  | Notification of Short Listed Vendors & Invitation for Onsite Demonstrations |  |
|  | Onsite Demonstrations |  |
|  | Final selection of EMR Vendor |  |

1. General Instructions to Applicants or EMR Vendors

This Request for Proposal (RFP) represents a significant opportunity to enter into a strategic partnership with [Hospital name]. The RFP will assist in identifying and selecting the preferred Oncology EMR Vendor

The [Hospital name] will review and evaluate the submitted proposals. Vendors whose proposals meet the evaluation criteria will be invited to demonstrate their proposed system solutions.

The evaluation process for Proposal will be conducted in stages as defined in Section B of this Request for Proposal (RFP).

1. Applicants or EMR Vendors are required to submit their proposal via e-mail [insert email address] , as specified in the RFP notice form.
2. Pre-bid meeting may take place (virtually as well), if necessary.
3. Purpose of the pre-bid meeting will be to clarify issues and queries regarding this RFP document.
4. All clarifications and interpretations issued by [Hospital Name] in writing shall be deemed to be part of the bidding documents.
5. Verbal clarification(s) and information given by [Hospital Name], or its employees or representatives shall not in any way or manner be binding on [Hospital Name] and shall not alter the terms of the RFP.
6. The Applicants or EMR vendor should submit their pre-bid queries in writing to [insert email address] in as per Annexure – 2.
7. Absence at the pre-bid meeting will not be a cause for disqualification of an Applicant or EMR vendor.
8. Applicants or EMR vendors are required to make compressed zip/rar files of required documents, which should not exceed 25 MB in size. The compressed zip/rar file should be labelled as – ‘Oncology EMR Vendor - <Vendor Name> response’ with the following five folders.
9. Folder containing the pre-qualification form and documents (in pdf format) should be labelled as ‘Vendor Name\_Pre-Qualification\_OEV.’
10. Folder containing the technical requirement evaluation form and documents (in pdf format) should be labelled as ‘Vendor Name\_Technical Evaluation\_OEV.’
11. Folder containing compliance with the NER feature requirements evaluation form and documents (in pdf format) should be labelled as ‘Vendor Name\_NER\_OEV.’

## Section A: General Terms and Conditions

The evaluation of interested applicants or EMR vendors will solely be based on the information and supporting documents provided by them in their submitted responses. The responsibility for presenting accurate information and the necessary supporting credentials according to the eligibility criteria lies entirely with the applicants or EMR vendors. No contractual obligation whatsoever shall arise from this Proposal process.

**Binding Clause**

All decisions made by [Hospital Name] regarding this Proposal shall be final and binding on all Applicants or EMR Vendors.

**Vendor’s Obligations**

The applicants or EMR vendors will be responsible for managing the activities of its personnel and will be solely responsible for any violation.

The applicants or EMR vendors are expected to maintain a high level of professional ethics and will not act in any manner, which is harmful to [Hospital Name] interest.

**Non-Disclosure Agreement**

[The](https://www.lawinsider.com/clause/non-disclosure-agreement) parties ([Hospital Name] and Applicants or EMR Vendors) acknowledge that in the course of negotiating, entering into, and performing this Proposal process, each party has and will have access to the other party's confidential information (as defined later in the confidentiality clause).

The party understands and agrees that the use, misuse, and/or disclosure of such information could harm the other party's interests. Accordingly, the parties agree that, during the term of this Proposal and thereafter, each party may only use and reproduce the other party's confidential information solely for purpose of this Proposal process, and to the extent necessary for such purpose.

The party receiving confidential information shall limit its disclosure to its employees, and consultants, on a need-to-know basis and shall not disclose the confidential information to any third party without the prior written consent of the other party.

**Conflict of Interest**

The applicants or EMR vendors shall furnish a full-disclosure statement regarding any conflict of interest that exists, may arise, or are potential, due to prior, current, or proposed contracts, engagements, or affiliations with [Hospital Name]. Furthermore, such disclosure shall address all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the applicants or EMR vendors to fulfil the requirements of this project.

The applicants or EMR vendors must not participate in any assignments that have the potential for a conflict of interest.

**EMR Procurement Process, Placement of Work Order & Payment Process**

Applicants or EMR vendors will sell their products directly to [Hospital Name].

**Applicable Law**

This Proposal shall 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.

**Jurisdiction of Courts**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in XXXX, India only.

## Section B: RFP Response

### Part I – Pre-Qualification (PQ) Eligibility Criteria

Applicants or EMR Vendors need to meet pre-qualification eligibility criteria to express their interest in this Proposal. They must enter all the details in the Pre-Qualification checklist (Annexure – 3) and e-mail the necessary certificates/documents as specified. Applicants or EMR Vendors not qualifying the PQ eligibility criteria will be rejected for the further Proposal evaluation process.

PQ Eligibility Criteria along with certificates/documents to be submitted by the EMR vendor for Pre-Qualification are mentioned below:

| S. No. | PQ Eligibility Criteria | Supporting documents |
| --- | --- | --- |
|  | * 1. The Applicant or EMR Vendor should be a firm registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932, or a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008.
	2. Firms should have existed for more than 5 years (PAN and GST registration is mandatory).
 | 1. Certificate of incorporation should be submitted.
2. Copy of valid PAN and GST registration certificates.
 |
|  | The Applicant or EMR Vendor should have an annual turnover of at least INR 3 Crores from HMIS/EMR business cumulative across the last three financial years (i.e., 2020-21, 2021-22, 2022-23).  | Financial turnover certificate of Applicant or EMR Vendor (Annexure – 4) issued by the statutory auditor. |
|  | The Applicant or EMR vendor should have an office (Development or Support Centre) in India with at least 25 qualified personnel with expertise in managing EMR/HMIS applications on its payroll. | Undertaking certificate on company letterhead with signature, name, and designation of the authorized signatory mentioning the number of full-time employees on its payroll.  |
|  | 1. The Applicant or EMR Vendor should have implemented EMR in at least five hospitals with at least three different organizations in the last five years irrespective of country. These implemented EMRs should have key clinical modules i.e., OPD EMR, IPD EMR, OT Module, and Clinical Notes for Doctors and Nurses.
2. Applicant or EMR vendor should submit the particulars of the number of implementation sites in the format (Annexure – 6)
 | 1. Copy of Work Order/Contract/PO or completion certificate with details as per format (Annexure – 5)
2. Undertaking certificate on company letterhead with signature, name, and designation of the authorized signatory
 |
|  | The Applicant or EMR vendor should submit an undertaking (on non-Judicial stamp paper of Rs. 100/-, duly notarized) that it is not blacklisted by any Government Institution/PSU for supplies desired/ intended in this EOI in the last 5 years. | An affidavit must be submitted on stamp paper of Rs 100/- duly notarized. (Annexure – 7) |
|  | The Applicant or EMR vendor should be a single organization. Consortium bidding is not allowed | Undertaking certificate on company letterhead with signature, name, and designation of the authorized signatory |

*All EMR Vendors who meet the PQ Eligibility Criteria will qualify for “****Round 1****” and will be called* ***“Applicants or EMR Vendors – Round 1”****. Round – 1 is the evaluation process comprised of a Technical Proposal.*

### Part II – Evaluation of Technical Proposal

Technical proposal criteria comprise 100 marks. The applicant or EMR vendor must enter all the details in the technical proposal checklist (Annexure – 8) and e-mail the necessary certificates/documents as specified.

| S. No. | Technical Evaluation Criteria | Measurement Parameters | Max Marks | Supporting documents |
| --- | --- | --- | --- | --- |
| 1.  | **Experience** | Completed EMR installations in the last five years which have been in use for the last six months with key EMR modules implemented including.* + OPD EMR
* IPD EMR
* OT
* Clinical notes for doctors and nurses

>=5 Active Installations with minimum 3 different organizations - 20 Marks>=7 Active Installations with minimum 5 different organizations - 30 Marks>=10 Active Installations with minimum 7 different organizations - 40 Marks (Maximum Marks)[Hospital name] may undertake reference checks of these installations. | 40 Marks | 1. Copy of Work order/ Contract/ PO

OR completion certificate1. Details as per the format (Annexure – 9)
 |
| 2.  | **ABDM Compliance** | The applicant or EMR vendor’s product should be ABDM compliantM1 Compliant or in process of M1: 5 MarkM2 Compliant or in process of M2: 7 MarksM3 Compliant or in process of M3: 10 Marks (Maximum Marks) | 10Marks | Certificate from National Health Authority OR Communication details with NHA indicating the status of M1/M2/M3 integration that includes emails/ screenshots of sandbox status |
| 3.  | **Certifications**  | The applicant or EMR vendor must have the following valid certifications:ISO/IEC 27001:2013 - Information Security Management System ORCMMi Level – III or above (Software Development) | 10 Marks(5 marks each) | Copy of valid and active certifications |
| 4. | **Team Composition**  | Key experts should be on the payroll of the applicant or EMR Vendor for at least 6 months: 1. Project Manager
* Qualification- MHA/MBA/MCA or equivalent from a recognised University or Institution.
* Experience- 10 years’ experience with at least 5 years’ experience in the health sector/ Health IT/ IT Sector with experience in large IT project implementation.
* Skill Set/Competency and Certifications- Understands digital health solutions, health IT standards, ABDM, and execution of healthcare processes.
1. Clinical Expert - Digital Health
* Qualification- Graduate in healthcare disciplines (MBBS/BDS/Pharmacy/Nursing or equivalent) along with MHA/MBA or equivalent from a recognized University or Institution.
* Experience- At least 8 years experience in the Health sector/ Health IT with a minimum of one large IT project implementation.
* Skill Set/Competency and Certifications- Understands digital health solutions, health IT standards, ABDM, and processes to run operations at hospitals.
1. Technical Module Lead
* Qualification- B.Tech/B.E or equivalent from a recognized University or Institution.
* Experience- 5 years experience with at least 3 years as an architect in the Health sector/ Health IT/ IT Sector.
* Skill Set/Competency and Certifications- Training certificates
 | 15 Marks(5 marks each) | Detailed resume as per the RFP format outlining the Qualifications and Experience (Annexure – 10) |
| 5. | **Financial Capability and Turnover**  | The cumulative financial turnover of the applicant or EMR vendor in the last 3 financial years in healthcare IT applications - * More than INR 3 crore & up to INR 5 crore: 10 Marks
* More than INR 5 crore & up to INR 7 crore: 15 Marks
* More than INR 7 Crore & up to INR 10 crore: 20 Marks
* More than INR 10 crore: 25 Marks
 | 25Marks | Certificate from Statutory Auditor for Financial turnover of applicant or EMR vendor (Annexure – 4) |

### Note: Documents to be attached with technical proposal checklist form Annexure – 8

### Part III – NCG EMR Requirements (NER) Evaluation & Commitment

The Applicant or EMR vendor will provide a self-evaluation against every feature of NER (Refer to Annexure – 1) and is required to submit a response for the same to be further validated during an Onsite demonstration for shortlisted vendors.

### Part IV – On site Demonstration

[Hospital Name] will shortlist Applicants or EMR Vendors based on the overall score received in ‘Round-1’: i.e., **Part II – Evaluation of Technical Proposal**

The weightage for the scores is given in 4.3 Section C below. The shortlisted applicants or EMR vendors shall be referred to as ***“Applicants or EMR Vendors – Round 2”***. EMR vendors – Round 2will be called for an Onsite Demonstration at a designated location, date & time.

The purpose of the onsite demonstration would be to observe the EMR system's features, functionality, and user interface and validate self-evaluation provided by the EMR vendors against each module of NER.

## Section C: Evaluation Process

The “**Composite Score**” is the weighted score of the Evaluation of the Technical Proposal and Onsite Demonstration.

The weightage against each evaluation criteria is as follows:

|  |  |  |
| --- | --- | --- |
| Evaluation Criteria | Maximum Marks | Weightage |
|
| Part II - Evaluation of Technical Proposal | 100 | 50% |
| Part IV - On site Demonstration\*\* | 100 | 50% |
| Weighted Total |   | 100% |

*\*\* Note: Only EMR Vendors shortlisted based on the total marks of Part II will be invited for the Onsite Demonstration (Applicants or EMR Vendors – Round 2).*

### Financial Evaluation

All Applicants or EMR Vendors – Round 2, after the Onsite Demonstration will be asked to submit two pricing options as mentioned in Annexure – 11 to aid the decision-making process. Please refer to Annexure – 13 for key terms and SLAs should be used by EMR vendors for pricing.

The final selection would be based on Composite Score as described in this section and the product pricing submitted by the EMR vendors after the Onsite Demonstration.

## Section D: Letter of Award

[Hospital Name] will notify the qualified applicant or EMR vendor based on the above selection criteria described in Section 4.3. A contract between [Hospital Name] and Applicant or EMR Vendor will be executed subsequently.

The draft Letter of Award is attached in Annexure – 12.

## Section E: Term of Reference

### Project Background

[Insert background]

### Objectives of RFP

[Insert objectives]

**Expectations from Oncology EMR Vendors (OEVs)**

EMR Vendors are expected to work closely with [Hospital Name] and support the EMR initiative as follows:

* Adherence to NER and development timeframe – Enhace EMR to meet the needs of NER as per the committed timelines
* ABDM Compliant product (M1,M2,M3) – Oncology EMR Vendor should follow ABDM guidelines (For more details refer to <https://sandbox.abdm.gov.in/docs/integration_and_exit_process>)
* Use of Relevant Clinical Standards - Follow all interoperability requirements and ameliorate on recognised clinical standards, as defined in NER.
* Comply with Security and Data Privacy – EMR Vendor to comply with core security and data privacy as given in NER.
* Training and Support - EMR Vendor is expected to provide training to users and provide support during implementation and post-implementation of EMR.
1. Annexures

## Annexure – 1 NER

NER stands for “NCG EMR Requirements” which is a minimal set of requirements from NCG-KCDO for any Oncology EMR system and has been attached with this RFP.

Please refer to the NER Feature list attached with this document. The Applicant or EMR Vendor is required to fill the Feature Status column (Column E) in the NER Feature list against every given Objective element (Column C) using the following instructions:

1. If Objective element is Fully available, enter as Fully available in Column E.
2. If Objective element is Partially available, enter as Partially available in Column E.
3. If Objective element is Unavailable, enter as Unavailable in Column E.

##

## Annexure – 2 Pre-Bid Query Form

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.No. | Clause No., Page No. | Original clause as in RFP document | Point on which Clarification required | Reason for amendment (if any) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## Annexure – 3 Pre-Qualification Checklist

| S.No | Parameter | Details | Documents Attached |
| --- | --- | --- | --- |
|  | Name of Company/ Firm/Organisation |  | NA |
|  | Certificate of registration /Certificate of incorporation  | Attachdocument | Yes/No |
|  | Certificate of annual turnover authenticated by a statutory auditor for the last three financial years (FY 2020-21, FY 2021-22, FY 2022-23) as per annexure 4 | Attachdocument | Yes/No |
|  | PAN No.  | Attach a copy of PAN Registration | Yes/No |
|  | GST No.  | Attach a copy of the GST registration | Yes/No |
|  | Undertaking for the number of employees on the payroll of the organization on the letterhead of the organization with the signature, name, and designation of the authorized signatory. | Attachdocument | Yes/No |
|  | Work order document of five referenceable sites with at least three different organizations where the EMR system has been implemented in the last five years with key clinical modules OPD EMR, IPD EMR, OT Module and Clinical Notes for Doctors and Nurses. As per annexure 5 | Attachdocument | Yes/No |
|  | Undertaking on non-Judicial stamp paper of INR. 100/-, duly notarized of not being blacklisted by any Government Institution/PSU. As per annexure 7 | Attachdocument | Yes/No |
|  | Undertaking on letterhead of the organization for the number of implementation sites as per annexure 6 | Attachdocument | Yes/No |
|  | Undertaking on the letterhead of the organization for not allowing any consortium or sub-contract for any part of the RFP | Attachdocument | Yes/No |

## Annexure – 4 Financial Turnover Certificate

|  |  |  |
| --- | --- | --- |
| Sr. No. | Financial Year | Annual Revenue (INR) |
| 1.  | **FY 2022-2023** |  |
| 2.  | **FY 2021-2022** |  |
| 3.  | **FY 2020-2021** |  |
| Certificate from the Statutory AuditorThis is to certify that .................... (Name of the organisation) has received the payments shown above against the respective years on account of implementation services related to Healthcare Information Technology only.  Name of the audit firm:  Seal of the audit firm Date: (Signature, name, and designation of the authorised signatory)  |

 **Note:** Please do not attach any printed Annual Financial Statement.

## Annexure – 5 Details of Implementation

|  |
| --- |
| Name of the Implementation site:Details of Contact Person (Phone No. & Email Id):Year of Go Live: YYYY |
| Start date of Implementation: DD-MM-YYEnd date of Implementation: DD-MM-YY |
|  | Yes/No |
| Key EMR modules implemented * OPD EMR
* IPD EMR
* OT
* Clinical Notes for doctors and nurses
* Any Integration (PACS/Lab Equipment/Drug Database/Medical IoT/Telemedicine)
 |  |

## Annexure – 6 Number of Implementations

**Declaration on the organisation Letterhead with Authorised Signatory Details:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  Category | Number of Hospital Beds | Live active Sites |   | Under Implementation |
| **Public/Govt** | **Public/Govt** |
| **North** | **South** | **East** | **West** | **Total** | **North** | **South** | **East** | **West** | **Total** |
| Small Size | 1-100 |  |  |   |   |   |   |   |   |   |   |
| Mid-Size | 101-250 |   |   |   |   |   |   |   |   |   |   |
| Large Size | 250+ |   |   |   |   |   |   |   |   |   |   |
|   | **SUB- TOTAL** |   |   |   |   |   |   |   |   |   |   |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  Category | Number of Hospital Beds | Private |  | Private |
| **North** | **South** | **East** | **West** | **Total** | **North** | **South** | **East** | **West** | **Total** |
| Small Size | 1-100 |   |   |   |   |   |   |   |   |   |   |
| Mid-Size | 101-250 |   |   |   |   |   |   |   |   |   |   |
| Large Size | 250+ |   |   |   |   |   |   |   |   |   |   |
|   | **SUB-TOTAL** |   |   |   |   |   |   |   |   |   |   |
| **TOTAL** |   |   |

**Zones of India for reference**

|  |
| --- |
| Zones of India |
| West Zone | Rajasthan  |   | **South Zone** | Andhra Pradesh |
| Madhya Pradesh | Karnataka |
| Gujarat | Lakshadweep |
| Daman & Diu | Kerala |
| Dadar Nagar Haveli | Tamil Nadu |
| Maharashtra | Pondicherry |
| Goa | Andaman & Nicobar |
|   |   |   |   |
| East Zone | Bihar | **North Zone** | Jammu & Kashmir |
| Sikkim | Himachal Pradesh |
| Arunachal Pradesh | Punjab  |
| Nagaland | Chandigarh |
| Manipur | Uttarakhand |
| Mizoram | Haryana |
| Tripura | Delhi |
| Meghalaya | Uttar Pradesh |
| Assam |  |   |
| West Bengal |  |   |
| Jharkhand |  |   |
| Orissa |  |   |
| Chhattisgarh |   |   |

## Annexure – 7 Non-Blacklisting/ Debarment declaration

<Location, Date>

To

[Designation]

[Address]

**Subject:** Non-Blacklisting/ Debarment declaration in connection with RFP No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

This is to notify you that our Firm/ Company/ Organisation <*provide Name of the Firm/ Company/ Organisation*> intends to submit a proposal in response to an invitation for RFP No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Proposal of Selection of EMR vendor for [Hospital Name]. In accordance with the above we declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required.
2. We are not blacklisted/ debarred by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/ any Regulatory Authorities in India for any kind of fraudulent activities.

Sincerely,

Name [Applicants or EMR Vendor Name]

Title

Signature

Seal

## Annexure – 8 Technical Proposal Checklist

| S No. | Parameter | Details | Documents Attached |
| --- | --- | --- | --- |
|  | Name of Company/ Firm |  | NA |
|  | Copy of Workorder\ Contract\ PO OR completion certificate of the EMR installations in the last 5 years and have been in use for at least 6 months as per annexure 5 | AttachDocument | Yes/No |
|  | Copy of valid and active Certificate of ABDM compliance from NHA OR Communication details with NHA indicating the status of M1/M2/M3 integration that includes emails/ screenshots of sandbox status | AttachDocument | Yes/No |
|  | Copy of valid and active Certifications of ISO/IEC 27001:2013 - Information Security Management System OR Certifications of CMMi Level | AttachDocument | Yes/No |
|  | Detail resume of the Project Manager, Clinical expert, and Module Technical Lead as per annexure -10 | Attachdocument | Yes/No |
|  | The cumulative financial turnover of the applicant or EMR vendor in the last 3 financial years in healthcare IT applications Financial Capability and Turnover Certificate as per annexure – 4 | Attachdocument | Yes/No |

## Annexure – 9 Experience

**Declaration on organisation Letterhead**

|  |
| --- |
| Client Name: |
| Project Name and Brief Scope of Work: | **Project Location:** |
| Name of Project Sponsor:Phone Number:Email Id: |
| Project Start Date(DD/MM/YYYY) | Project End Date (DD/MM/YYYY) | Approx. Value of Services (INR) |

Note: Please fill annexure 9 for each completed Project.

## Annexure – 10 Team Composition Resume Format

|  |  |  |
| --- | --- | --- |
|  | Position Title |  |
|  | **Name of Expert:** |  |
|  | **Education** | **College or University Attended** | **Degree** | **Year** |
|  |  |  |
|  | **Relevant skills:**  |  |
|  | **Other Training**  |   |
|  | **Employment Record: Years of work experience**  |
| Tenure: |  |
| Employer: |  |
| Position held |  |
| Tenure: |  |
| Employer:  |  |
| Position held: |  |
|  | **Detailed description of the Project handled (upto 2 projects):** |  |
|  | Name of Assignment:Year:Location:Client:Main project features:Position held: |

**Certification:**

I certify that to the best of my knowledge and belief, this resume correctly describes my qualifications and my experience. I understand that any willful misstatement or misrepresentation herein may lead to non-Proposal.

Date: Day/Month/Year

(Signature of employee)

(Signature and name of the authorized signatory of the Applicant)

## Annexure – 11 Proposed Pricing

**Option 1: One-time Perpetual License Fee with AMC**

|  |  |  |  |
| --- | --- | --- | --- |
| Perpetual License Fee (One Time) | Implementation Fee (One Time) | AMC (15% of License Fee) | Est. Hardware Cost (One-time)  |
|  |  |  |  |

*Option 1 Assumptions*

* *Go Live Date to be used as reference for AMC payment (not Contract signing date)*
* *AMC to be charged from Year 2 onwards*
* *AMC Capped at 15% of License Fee; No price escalation for first 3 years (Years 2, 3 & 4)*
* *AMC escalation of 20% for next 3 years (Years 5, 6, 7)*
* *Est. Hardware for deploying EMR only (i.e., excluding end-user desktops, laptops etc., which needs to be procured by Hospital separately). If Hardware is included in pricing, don’t show it separately).*

**Option 2: Annual Subscription Fee**

|  |  |  |
| --- | --- | --- |
| Annual Subscription Fee  | Implementation Fee (One Time) | Est. Hardware Cost (One time)  |
|  |  |  |

*Option 2 Assumptions*

* *No price escalation on Subscription Fees for first 4 years*
* *Subscription Fee escalation of 20% for next 3 years (Years 5, 6, 7)*
* *Est. Hardware for deploying EMR only (i.e., excluding end-user desktops, laptops etc., which needs to be procured by Hospital separately). If Hardware is included in pricing, don’t show it separately.*

**Common Terms**

* For both the above pricing options, clearly identify HMIS/EMR modules that are included, and those that are excluded

## Annexure – 12 Letter of Award

**Letter of Award**

Letter No: XXXXXXXXX Date: XX-XX-2023

[Applicants or EMR Vendor Name & Address]

Kind Attn: XXXXXXXX

Subject: Selection of Oncology specific EMR in [Hospital Name, Location]

Dear [Addressee Name],

We are pleased to inform you that your firm has been selected by [Hospital Name] as an EMR Vendor for the implementation of Oncology specific EMR solution in [Hospital Name]

You are requested to acknowledge receipt of this letter and submit a signed and sealed copy of each paper of this letter, along with annexures, within seven working days from the date of issuance of this letter. Upon receipt of your signed letter, we will initiate the contracting process between [Hospital Name] and [EMR Vendor Name].

Thank you for your participation in the RFP process. We look forward to working with you.

Sincerely,

[Authorised representative name, designation]

**General Terms and other Conditions**

1. Confidentiality

The OEVs and their personnel shall not, either during the Proposal period or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of [Hospital Name] without the prior written consent of [Hospital Name].

1. **Use of Hospital Logo / Information**

[Hospital Name] shall provide explicit marketing and communication guidelines for OEVs to communicate their Proposal status. No OEV will use [Hospital Name] logo or communicate the Proposal status outside these guidelines. Any deviation from the guidelines will need explicit written approval from the [Hospital Name] team.

1. Termination of Proposal

[Hospital Name] reserves the right to withdraw/ terminate the Proposal of OEVs in any of the following circumstances at any point in time:

1. The OEV getting blacklisted by the Government of India/State government /Central PSU
2. The OEV becoming insolvent, or bankrupt, a resolution is passed for the winding up of the OEV’s organization.
3. Information provided to [Hospital Name] is found to be incorrect.
4. Proposal conditions are not met within the specified period.
5. Misleading claims about the Proposal status are made.
6. Not complying with [Hospital Name] defined marketing and communication guidelines
7. Clear evidence is received that OEV has breached copyright laws/ plagiarized from another source.
8. Evidence of unethical practices to secure the business.
9. Inability to execute the work.

1. **Placement of work order & Payment Process**

The OEVs can discuss the scope of work of implementation and finalize the payment terms and conditions with the [Hospital Name] for deployment and implementation of the product.

1. **Applicable Law**

This Proposal 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.

1. Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts in <Hospital’s Location>.

## Annexure – 13 Key Terms of Engagement between EMR Vendor and Hospital

*This Annexure contains key terms of engagement between EMR vendors and [Hospital Name]. The specific engagement terms will be finalized between and [Hospital Name] and Oncology EMR vendor at the time of agreement.*

|  |
| --- |
| **Key Modules & Implementation Timelines** |
| **Key Modules to be implemented** | Module 1: ABCModule 2: XYZModule 3: PQR |
| **Project Implementation** | Start Date: End Date: |
| **Project Implementation Team** | Project Head: <Name>Project Manager: <Name>Application Expert: <Name>Technical Expert: <Name> |
|  |
| **Service Level Agreement Terms** |
| **SLA – System Response Time** | The system shall provide a response time of under 3 seconds for all modules |
| **SLA – Incident Response time** | **Incident definition** - Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user is called an incident.**Incident response time definition:** Time elapsed from the moment an incident is reported in the EMR vendor’s incident registry or over the phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.**Incident resolution time definition:** Time elapsed from the moment incident is reported to the incident registry either in person or automatically through the system, to the time by which the incident is resolved completely and services, as promised, are restored. The definitions of Major, Moderate and Minor incidents along with the respective Response Time and Resolution Time is given in Table 13.3 below. |
| **SLA - Downtime** | **Downtime definition:** The period for which the specified services/ components/ outcomes are not available in the concerned period. Exclude downtime owing to force majeure & reasons beyond the control vendor e.g., Electricity or Internet outage at the hospital**Downtime SLA & Penalties – See Table 13-1 below** |
| **SLA - Uptime** | **Uptime definition:** The period for which the specified services/outcomes are available in the period being considered for evaluation of SLA. Uptime (%) = {1-[(Downtime)/ (Total time- scheduled maintenance time)]} \*100.**Downtime SLA:** If the services are unavailable (except planned downtime) for the X% of the time in each month, the [Hospital Name] will receive a credit equal to X% of the monthly service fees for each hour of downtime exceeding the defined threshold. |
| **SLA – Scheduled Maintenance** | **Scheduled Maintenance definition:** The period for which the specified services/components with specified technical and service standards are not available due to scheduled maintenance activity. EMR vendor is required to take approval from [Hospital Name] at least three weeks before any such activity. SLA: The scheduled maintenance should be carried out during non-peak hours (like post-midnight) and should **not be for more than 8 hours**. Such planned downtime would be granted of **maximum three times a year**. |
| **SLA Reporting** | EMR vendor shall prepare and distribute the SLA Performance reports in a mutually agreed format by the 5th working day of every month. The reports shall include “actual versus target” Service Level Performance, variance analysis and discussion of appropriate issues on significant events.  |
| **Data Availability / Storage / Usage Terms** |
| **Data Availability** | As per MoHFW guidelines and EHR Standards 2013 (revised in 2016), which are applicable for all Healthcare Providers, such that all electronic records must compulsorily be preserved and never destroyed during the lifetime of the person.Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf) |
| **Data Archival** | Health Service Providers are free to decide when to make a record inactive, however, it is preferable to follow the “three (3) year rule” where all records of a deceased are made inactive three (3) years after death. Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf) |
| **Data Encryption** | Data to be encrypted as per MOHFW guidelines1. Minimum 256-bits key length2. HTTPS, SSL v3.0, and TLS v1.2Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf) |
| **Data Usage** | Patient data can solely be used for patient care.Anonymised or de-identified data in an aggregated form can be used with hospital’s permission for clinical research, academic research, statistical analysis, policy formulation, and the development and promotion of diagnostic solutions. |
| **Data Privacy** | To maintain the privacy and unauthorized disclosure or use of regulated data such as protected person information or Personally Identifiable Information (PII), which is any information someone could use to identify someone or infer their identity. The EMR vendor shall be responsible to maintain data privacy as per the (EHR) STANDARDS FOR INDIA guideline by Ministry of Health & Family Welfare.Data privacy to be maintained as per policy ISO/TS 14441:2013 Health Informatics – Security & Privacy RequirementsSource: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf) |
|  |
| **Termination Terms** |
| **Termination Term** | [Hospital Name] reserves the right to withdraw/ terminate the contract with EMR vendor in any of the breaches of contract terms. Hospital can terminate the contract by giving a 3-month notice to EMR vendor.  |
| **EMR Vendor Termination Obligations** | EMR (Electronic Medical Records) vendor termination obligations refer to the legal and contractual responsibilities that an EMR vendor must adhere to when ending a business relationship with [Hospital Name].The EMR vendor must ensure that all patient data and records stored in the EMR system are transferred securely and accurately to the new system selected by the [Hospital Name] as defined in 13.2 |

**Table 13-1: Downtime Penalty**

Any downtime for reasons attributable to the EMR vendor beyond the delivery/installation (where applicable) schedule as per the scope of work will render the EMR vendor liable for penalties or termination. This shall be computed based on the number of hours the EMR is non-functional / non-available / non-responsive during a defined quarter.

| **S. No** | **Downtime in a Quarter** | **Penalty** |
| --- | --- | --- |
| 1 | 0-4 hours | No Penalty |
| 2 | 4-8 hours | 2% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount. |
| 3 | 8-12 hours | 4% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount. |
| 4 | 12-24 hours | 6% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount. |
| 5 | 24-48 hours | 8% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount. |
| 6 | >48 hours | 10% of applicable quarterly Payment for Support and Maintenance of Integrated HMIS/EMR of the agreed amount.In case the non-availability of HMIS/EMR in any quarter is greater than 48 hours, it may be treated as a breach of Service Level Standards, which may lead to termination by default. |

**Table 13.2: Minimum Data Transfer Obligations on EMR Vendor Termination**

1. EMR vendor has to give exclusive ownership of all data collected and stored till date to the [Hospital Name].
2. EMR vendor has to transfer all types of data including all patient information with complete medical records, billing information, and any other relevant data related to [Hospital Name].
3. EMR vendor should provide a detailed list of all data elements that will be transferred, including data types, formats, and any associated metadata.
4. EMR vendor should provide the data as per the defined format and obligated to ensure that the transferred data is accurate, complete, and free from any errors or defects.
5. The EMR vendor should provide documentation or training on how to access and use the transferred data, including any necessary passwords, encryption keys, or other security measures.
6. The EMR vendor should work closely with the new vendor to ensure a smooth transition of the data and to address any issues that may arise during the handover process.

**Table 13.3: SLA- Incident Response time**

| **Incident Type** | **Major** | **Moderate** | **Minor** |
| --- | --- | --- | --- |
| Incident Definition | EMR Solution down impacting critical business functions or multiple modules/ functions down, impacting multiple users on daily operations (more than 5% of users impacted by incident) | EMR Solution down with one module/ functionality impacting critical business functions having major impact on daily operations (>2% & <=5% of users impacted by incident) | Loss of business functionality for end user(s) impacting day to day operations or minor functionality down impacting less than 2% of users  |
| Response Time Target | Within 30 minutes | Within 1 hour | Within 2 hours |
| Working Hours | 24\*7 | 24\*7 | Business hours of support team |
| Resolution Time Target | Within 4 hours | Within 8 hours | Within 1 business day |

