

MIZORAM STATE HEALTH SOCIETY  
STATE PROGRAMME MANAGEMENT UNIT  
OFFICE OF THE MISSION DIRECTOR  
NATIONAL HEALTH MISSION  
MIZORAM : AIZAWL

No.D.12017/1/2021-NHM/MSHS/SPMU/PRO/ECRP-II/pt Dated Aizawl the 22<sup>nd</sup> September, 2022

**SEALED TENDER NOTICE**

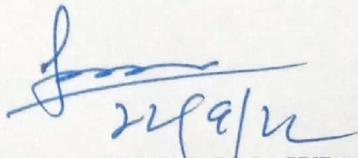
Sealed Tenders are hereby invited as per the schedule annexed to this notice on behalf of the Chairman, Mizoram State Health Society from reputed and bonafide firms or their only authorized dealers, for **'Selection of an agency for implementation of Hospital Management Information System (HMIS) in District Hospitals of Mizoram under ECRP-II, NHM, Mizoram'** which will be received by the Mission Director, NHM, H & FW Department, Dinthar, Aizawl, Mizoram on or before **20.10.2022 upto 11:00 AM**. Tenders are to be opened under the chairmanship of Mission Director, NHM, Mizoram, Aizawl or his authorized representatives at **12:00 Noon** on the same day. The Tenderers or their representatives may also be present at the time of opening of the Quotations, if they so desire. Tenders may be downloaded from NHM Mizoram website @ [nhmmizoram.org](http://nhmmizoram.org) and Health Dept. website @ [health.mizoram.gov.in](http://health.mizoram.gov.in).

sd/-  
**(ESTHER LAL RUATKIMI)**  
Principal Secretary, H & FW Dept.  
cum  
Chairman  
Mizoram State Health Society  
Mizoram: Aizawl

Memo No.D.12017/1/2021-NHM/MSHS/SPMU/PRO/ECRP-II/pt Dated Aizawl the 22<sup>nd</sup> September, 2022  
Copy to

1. P.S to Hon'ble Minister, Health & Family Welfare Department, Govt of Mizoram.
2. P.S to Principal Secretary, Health & Family Welfare Department, Govt of Mizoram.
3. Principal Director, Health & Family Welfare Department, Govt of Mizoram.
4. Concerned Programme Officer, NHM, Mizoram.
5. Incharge, Website, Department of Health & Family welfare.
6. The Editor \_\_\_\_\_ with a request for publication of the above caption in your news paper for at least 2 (two) consecutive days. Payment of Advertisement Bill will be done by the Mission Director, National Health Mission, Dinthar, Aizawl.
7. Guard File



  
**\*(Dr ERIC ZOMAWIA)**  
Mission Director  
National Health Mission  
Mizoram :Aizawl

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**TERMS AND CONDITIONS**

- 1) Tenders shall be submitted in duplicate and accordingly marked **"Original"** and **"Duplicate"** as the case may be, on the cover of the envelope. The outer cover of the tender shall be superscribed as **'Selection of an agency for implementation of Hospital Management Information System (HMIS) in District Hospitals of Mizoram under ECRP-II, NHM, Mizoram'** addressed to the Mission Director, National Health Mission, Dinthar, Aizawl clearly indicating full postal address with fax no.of the tender/sender.
- 2) Tenders shall be submitted in the prescribed form only which can be obtained from the office of Mission Director, National Health Mission, Dinthar, Aizawl, Mizoram on all working days.
- 3) Tenders shall be accompanied with the Earnest Money Deposit of Rs.4,70,000/- in the form of Demand Draft/Deposit at Call in original, from any Nationalized Bank of India or Postal Saving Certificate duly pledged in favor of Mission Director, National Health Mission, Mizoram, Aizawl.
- 4) The bidder should be an Original Equipment Manufacturer or an authorized system integrator (reseller/ distributor/ dealer) for sale, support and services of the OEM in India. The bidder must attach Authorization Certificates / MAF of all the quoted products from respective OEMs. A Gazetted Officer or Notary, however, shall duly attest such photo copies. Original Certificate shall be produced at the time of opening of the tenders/quotations,if demanded.
- 5) Quoted rates in terms of Indian Rupees (inclusive of all taxes) only shall be considered.

## GENERAL CONDITIONS OF CONTRACT

- 6) F.O.R. destination is **District Hospitals within Mizoram**(list is shown in Annexure II) shall be clearly mentioned.
- 7) Soft copy of tender document shall be enclosed alongwith other documents.
- 8) Tender must be accompanied by the following documents-
- Photo copy of GST Registration Certificate duly attested by a Gazetted Officer. Original Certificates should be produced at the time of opening of the tenders/quotations, if demanded.
  - Photo copy of Scheduled Tribe Certificate duly attested by a Gazetted Officer or Notary (for Tribal tenderer). Original Certificates should be produced at the time of opening of the tenders/quotations,if demanded.
  - Non-Judicial Adhesive Stamp worth at least Rs.7.50 should be affixed (for non-tribal tenderer)
- 9) The tenderer shall submit Attested or NotorizedPhoto copy of
- CMMI Level 3
  - ISO 9001 for Quality Management System Requirements
  - ISO 27001 for Information Security Management System Requirements
- 10) The bidder (prime bidder in case of consortium) should have an average annual turnover of not less than Rupees 15 Crores for last three financial years.Out of this turnover, a minimum of Rupees 5 Crores on an average should be from development, implementation and maintenance of health-related applications (excluding hardware) for last three financial years.
- 11) The bidder should have at least one successful implementation of Hospital Information System (HIS) in Public Hospital with more than 100-300 bed capacity in India in the last five years.
- 12) The bidder should have proposed solution developed on Open source Technology stack.
- 13) The bidder should have atleast 2 centralized implementations for a group of 3 or more hospitals supported through Multi-tenant Architecture.
- 14) The bidder should have experience of at least 2 implementations of HIS-PACS integrations.
- 15) The bidder should have experience of at least 2 implementations with a globally accepted Drug database integration (e.g. CIMS).
- 16) The Proposed Solution must comply with latest Healthcare Standards:
- SNOMED
  - ICD 10
  - HL7
  - FHIR
  - EHR standards of India
- 17) The proposed solution should have or in process of compliances with ABDM milestones (In case of in process of compliance, the bidder will submit an undertaking to deploy ABDM compliant application during the rollout of the project.)
- 18) The bidder should have submitted the CVs of the prescribed number of Key personnel who will be deployed for the project implementation.
- 19) The bidder agree to hand over the source code of the project as per requirements for this project; along with documentation with full rights to own, modify and use within the State and for requirements of the State.
- 20) The bidder (each member in case of consortium) should have a positive Net Worth (Paid up Share Capital plus Free Reserves) for each of the last three financial years.

## GENERAL CONDITIONS OF CONTRACT

- 21) The bidder should not have defaulted in payment of statutory dues or liability in India as on date of submission of bid (in case of consortium, none of the members should have defaulted in payment of statutory dues or liability in India as on date of submission of bid)
- 22) As on date of submission of the bid, the bidder should not be blacklisted by any Government entity in India (in case of consortium, none of the members should be blacklisted by any Government entity in India)
- 23) The bidder should not have withdrawn from similar government projects or should not have any contract termination from similar project with Government entities in the last 3 years (in case of consortium, none of the members should have withdrawn from similar government projects or have any contract termination from similar project with Government entities in the last 3 years)
- 24) The bidder should have a registered office in Mizoram or submit an undertaking to open an office in Mizoram within 3 months of award of the project.
- 25) The bidder (prime bidder in case of consortium) should have submitted the tender fee (non-refundable) and the EMD as mentioned in the RFP.
- 26) All pages of the tender papers should be printed, signed, stamped and dated; hand written quotations shall not be entertained. Any page or pages not signed, stamped and dated will be marked violated clause at the time of opening of tender.
- 27) Total price of the bid will be considered for evaluation as per the prescribed format in Annexure I. The tenderer shall duly work-out the bid price in consideration with the scope of work specified in Annexure II.
- 28) Tenderers will be called for Presentation and Solution Demo of the proposed HIS solution as per the demo script provided by the client, and demonstration of web and mobile HMIS interfaces with reference visit to one of the customer sites physically or virtually.
- 29) A successful tenderer has to execute an appropriate Deed of Agreement within 15 (fifteen) days from the date of communication of acceptance of his/her quoted rate(s) by fax, failing which the tender will become invalid.
- 30) If any tenderer violates or fails to fulfill any one of the clauses, his or her tender is liable to be rejected at the time of opening the tender or meeting of Purchase Committee, MSHS.
- 31) Once the rate is accepted and communicated to the successful firm, the same will remain valid during the contract period of the agreement with the approved firm and no price escalation will be permissible during the valid period, and is extendable if mutually agreed upon by both the parties i.e. State Health Mission and concerned approved firm, subject to the recommendation of the Purchase Committee, Mizoram State Health Society, as the case may be.
- 32) A successful tenderer whose tender has been accepted shall furnish Security Deposit of 5% (five percent) of the value of the materials required to be supplied, at the time of execution of the agreement, in the form of Demand Draft/Fixed Deposited in any Nationalized Bank of India or Postal Savings Certificate, as the case may be, duly pledged in favor of Mission Director, NHM, Government of Mizoram, Aizawl.
- 33) A successful tenderer shall complete the contract within the stipulated time. If the contract cannot be completed within the stipulated period without any valid and justifiable reasons with prior intimation, the Society shall be at liberty to cancel the contract and pursue the next lowest tenderer and the differences in prices, if any will be realized from the Security Deposit of the successful and approved tenderer without assigning any reason thereof.
- 34) The Society shall not be bound to accept the lowest rate or any of the tenders even if valid, and reserves the right to accept or reject any tender without assigning any reason thereof/ based on previous performance.
- 35) In case of any legal dispute/litigations arising out of this Tender Notice or its terms, the local courts shall have the jurisdiction as per the relevant laws in force.


GENERAL CONDITIONS OF CONTRACT

36) If the above items are violated or unfulfilled, tender shall be rejected at the time of opening of the tender.

sd/-  
**(ESTHER LAL RUATKIMI)**  
Principal Secretary, H & FW Dept.  
cum  
Chairman  
Mizoram State Health Society  
Mizoram; Aizawl

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**(Dr ERIC ZOMAWIA)**  
Mission Director  
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GENERAL CONDITIONS OF CONTRACT

Annexure I

Prescribed format for 'Selection of an agency for implementation of Hospital Management Information System (HMIS) in District Hospitals of Mizoram under ECRP-II, NHM, Mizoram'

Sl No	Particulars	Details	Cost per unit/month for 1 DH (inclusive of all taxes)	Total Cost For 10 DH (inclusive of all taxes)
1	Solution development & roll-out in the identified district hospitals	Configuration and rollout of Hospital Management Information System (HMIS)		
		Integration with existing applications		
2	Support Cost for the HMIS	Support Cost for the HMIS post Go-Live ( for 24 months)		
3	Cloud Hosting Cost for the deployment of solution for the identified one district	One-time setup cost		
		Recurring Monthly Cost post setup (for 27 months)		
4	Operational expense	Cost of SMS (1 crore)		
		Internet service provider (8 Mbps)		
		Third Party Audit (2 audits)		
5	Any other cost	( please specify)		
<b>Grand Total</b>				

Note:

- Audit details as per the conditions mentioned in RFP.
- The invoices towards the services rendered shall be submitted to State as per the schedule given above. State shall release the payments after checking the invoices as per agreement subject to satisfactory performance and adherence to SLAs and other conditions of the contract.
- All taxes, duties etc. shall be payable by the IA. However, in case of change or revision of taxes and duties, the payment will be made as applicable. The documentary evidences for payment of taxes and duties will be submitted by the IA.
- Mandatory taxes / duties etc. as applicable shall be deducted by State.
- For modification in number of resource persons, the amount would be adequately modified in line with the rates quoted by the IA in the financial format as provided in Section 9.4 of Annexures of the RFP. However, the modification in number of resource persons would be finalized by the TCC in discussion with the IA.

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- Unit price quoted in the financial formats for Cost of Manpower shall be used as pro-rata rates for increase / decrease in the requirements of the project.

### Annexure II

#### 1. About HMIS Project

##### 1.1. Hospitals covered under the project:

List of hospitals supported as part of the project includes:

Sl. No.	District Hospital	HMIS proposed under ECRP-II (Yes/No)
1.	Zoram Medical College, Falkawn, Aizawl West	Yes
2.	Champhai District Hospital, Champhai	Yes
3.	Khawzawl District Hospital, Khawzawl	Yes
4.	Hnahthial District Hospital, Hnahthial	Yes
5.	Kolasib District Hospital, Kolasib	Yes
6.	Lawngtlai District Hospital, Lawngtlai	Yes
7.	Lunglei District Hospital, Lunglei	Yes
8.	Saitual District Hospital, Saitual	Yes
9.	Serchhip District Hospital, Serchhip	Yes
10.	Siaha District Hospital, Siaha	Yes

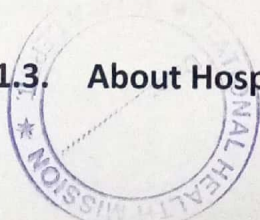
##### 1.2. Background

The COVID-19 pandemic has had a devastating impact on society, adversely affecting the health and well-being of individuals. The challenges presented by this pandemic have accelerated the adoption of digital technologies especially in the delivery of health care. The past year has underscored the importance of making better use of digital data such and mobile technologies for data driven policy decisions while formulating emergency health response.

In wake of the trend that is setting in, it is imperative to prioritize the utilization of digital health for data driven policy decisions for ensuring effective service delivery and citizen empowerment. Effective data integration and real time data reporting are vital tools to contain the outbreak of pandemic and to manage the health system effectively.

While responding to the COVID, State has realised that major decisions regarding the clinical management are based on the hospitalization data of patients underlying the active cases cross the districts. Accordingly, the policy decisions were shaped to augment the infrastructure at the facilities like beds capacity, ICU beds, Ventilators, drugs etc. Based on the hospitalization data infrastructure predictions and allocations to States are being made. Accordingly, State has decided that Hospital Management Information System (HMIS) will play an instrumental role in with real time data from each facility to support the clinical management decisions.

##### 1.3. About Hospital Management Information System (HMIS)



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Hospital Management Information System is a major step towards adapting technology to improve healthcare system. HMIS incorporates an integrated computerized clinical information system for improved hospital administration and patient healthcare. It also provides an accurate, electronically stored medical record of the patient. It has the potential to improve the efficiency of overall system through automation and generates necessary reports for managing operations, performance, quality, planning, decision-making and reporting.

An important aspect of implementing HMIS is generating patient care related intelligence for effectively managing the process through quality data. These systems enhance the ability of health care professionals to coordinate care by providing a patient's health information and visit history at the place and time that it is needed which subsequently enhanced clinical decision making as well as policy decision making.

The HMIS will ensure real time data of patients in the system with their current status like bed occupancy, logistics, average length of stay, clinical status (Isolation/ICU/ventilator) etc. The standardized data from the HMIS in long term will help to establish the Clinical Decision Support System (CDSS) to create triaging and clinical protocols for all health emergencies.

### 1.4. Project Objectives

To achieve desirable outcome from this project, Implementation Agency (IA) shall focus on achieving below mentioned objectives via implementation of innovative and intuitive health IT solutions and integrating them with existing solutions.

1.4.1. Objective 1 - Paperless system enabling patient to have digital access of health records

1.4.1.1. Automation and digitization of all the processes and workflows.

1.4.1.2. Enable a paperless system where neither patient has to carry treatment and diagnostic history documents nor the administrative functions have to pass any/minimalistic paper.

1.4.2. Objective 2 - Availability and access of Medical and Support Professionals

1.4.2.1. Monitoring all aspects of staffing from attendance to performance to welfare.

1.4.2.2. Information on availability of services across State health system (doctor's appointment, bed availability, diagnostic appointments, sample collection, report availability, etc.).

1.4.2.3. Support in medical function through tools to enhance clinical decision making.

1.4.2.4. Availability of all patient information on clinicians' screen in shortest possible period (history, reports and diagnostic images).

1.4.3. Objective 3 - Standardise workflows and Service across State health system

1.4.3.1. Implementation of the proposed solutions should enable standardisation of workflows, processes and patient experience across healthcare delivery system.

1.4.3.2. Standard reports ensure data interoperability among the program and better evidence based clinical support

1.4.3.3. Digitize clinical decision support system and protocols to standardize clinical care, reduce errors etc.

1.4.4. Objective 4 - Seamless Referrals and Transfers



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- 1.4.4.1. Enable flow of data and processes among district hospitals and any other facilities provisioned.
- 1.4.4.2. Anonymized, health and demographic data flowing seamlessly through the selected facilities via consent-based system
- 1.4.4.3. Provision for tracking referrals and transfers for various facilities
  
- 1.4.5. Objective 5 - Performance management across institutions, Human resource, Devices and clinical outcomes
  - 1.4.5.1. Performance of health delivery units and stakeholders of the healthcare system
  - 1.4.5.2. District hospitals ranking based on the defined KPIs and their performance based on that
  - 1.4.5.3. Similar rankings to be performed for all the staff
  
- 1.4.6. Objective 6 - Data Availability for transparent and effective decision making and governance
  - 1.4.6.1. Real-time information about availability of Doctor, Bed, diagnostic services, etc.
  - 1.4.6.2. Availability of real time information with the administration and government agencies for planning and policy making.

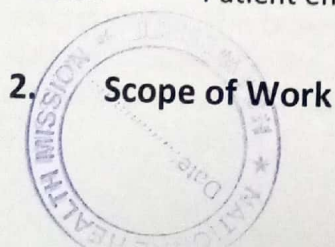
### 1.5. Value Propositions for Stakeholders

#### 1.5.1. For Providers

- 1.5.1.1. Reduction in manual data entry for patient at various levels
- 1.5.1.2. Linkage of patient with unique ID
- 1.5.1.3. Incorporation of Standard Treatment Guidelines (STG) for patient treatment
- 1.5.1.4. Time spent in writing prescription reduces due to STG enabled drop down menus
- 1.5.1.5. Access to EMR / EHR of patients where most patients are without medical records
- 1.5.1.6. Reduced retrieval time of patient's investigation reports
- 1.5.1.7. Improvement in the quality of diagnosis due to availability of past medical records
- 1.5.1.8. Better inventory management of drugs, consumables and disposables
- 1.5.1.9. Quick retrieval of patient reports in cases of emergencies
- 1.5.1.10. Easy referral of patients within the hospital and to other hospitals
- 1.5.1.11. Integration with telemedicine, RCH & CPHC for referrals

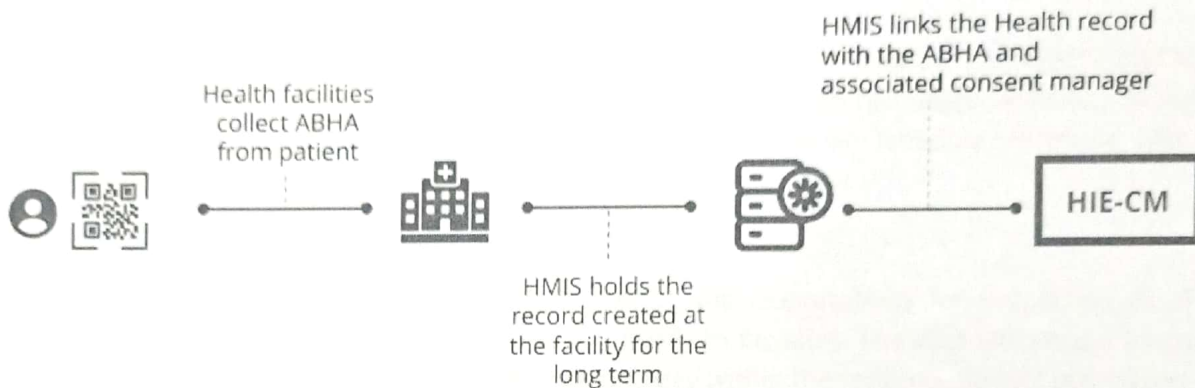
#### 1.5.2. For Citizens

- 1.5.2.1. Reduction in waiting times in queues for OP registration, examination, investigations, pharmacy, and IP admission
- 1.5.2.2. Remotely collect investigation reports
- 1.5.2.3. Quality time and past history available to the doctor for clinical examination
- 1.5.2.4. Integration with Drug Supply chain ensures availability of medicines at facility
- 1.5.2.5. Patient will have improved quality of treatment due to availability of longitudinal Electronic Health Record
- 1.5.2.6. Doctor will be able to review patient previous investigations and allergies
- 1.5.2.7. Current treatment and health status can be monitored periodically
- 1.5.2.8. Online scheduling of operations based on availability of OT, doctors and supplies
- 1.5.2.9. Patient entitlements such as linen, diet, blood, drugs can be monitored



## GENERAL CONDITIONS OF CONTRACT

This section summarizes the overall scope of work that needs to be executed by the selected Implementation Agency (IA). Scope of work mentioned in this section is indicative scope and IA will be responsible for achieving the objectives duly aligned with the outcomes mentioned in section X. It is envisioned to have an integrated HMIS for all District Hospital is implemented in State including setting up Local Area Network. The HMIS should have modules which are aligned to the scope of work. Bidder may offer to implement additional applications (if required) to achieve proposed outcomes.



### 2.1. HMIS Implementation Approach

The project may be divided in four phases including initiation, scale-up, rollout and maintenance. A description of each phase follows.

#### 2.1.1. Initiation Phase

2.1.1.1. During initiation phase, the IA will perform the following activities:

- a. Submit a System Requirement Specification (SRS) detailing the exact requirement of HMIS and detailing each module including integration with other applications operational in DH
- b. Submit a Functional Requirement Specification (FRS) detailing the broad requirement for setting up LAN in all the DH including any additional component desired for setting up Local Area Network in all 11 District Hospitals.
- c. Earmarking exact number and locations of I/Os and barcode printer and scanners across all 11 DH.

#### 2.1.2. Testing Phase

2.1.2.1. During this phase, the IA will perform the following activities:

- a. Demonstrate the application to State Implementation committee for approval.
- b. Any suggestions will be incorporated by the state during this phase and approved module would accordingly scope of the idea would be to mobilize the facilities and set the stage for the scale up phase. The initiation will start from basic system in a facility and scaled to subsequent steps based on the adaptability. The system will be configured once and facility of states based on scale, type, resource and comfort adopt the application.
- c. After initiation, human resources should be willing to participate in the journey to write a success stories. This is perhaps the riskiest phase of implementation because even small failures at this stage can jeopardise the project. However, as multiple implementations in phased manner will take place the risk would be less and chances of success would be more. Also, during the phase selection of

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pilots facilities is also critical and states may be requested to volunteer the facilities to create a peer pressure for success.

### 2.1.3. Scale-up

During the Scale-up phase, project would be implemented on all the targeted facilities through structured project planning and control processes. The infrastructure and human resources necessary to support the system would be aligned prior to the start of the project based on a checklist identified during the initiation phase. A team will document the findings and support the day-to-day operations of various facilities.

### 2.1.4. Rollout

The enterprise-level installation will take place with all the modules and all the proposed integrations. It is envisaged that prior to the start all the infrastructure and human resources necessary to support the system will be in place and effective decision-making based on schedule, resource, and cost information would be available to validate the results.

### 2.1.5. Maintenance

The purpose of the maintenance phase is to transition the responsibility for supporting all of the operations and requirements to the States and eventually to facilities. The step will ensure long-term continuity of the project by establishing a core competency within the facilities, district and states.

## 2.2. Technical Features of HMIS

### 2.2.1. Citizen/ Web Portal

Citizen web portal should be part of the proposed solution (all reports should also be populated in ABDM compliant PHR) by bidder which shall take care of continuation of patient care. Patient details such as, diagnoses, laboratory / radiology reports, prescription will be available online for respective patients with their valid user credentials.

The main functionalities/modules proposed in Citizen Portal are mentioned below, but not limited to:

- 2.2.1.1. Provision for appointment based on doctor's availability and specialty
- 2.2.1.2. Registration/password Retrieval
- 2.2.1.3. Able to view their medical records made available by the hospital
- 2.2.1.4. User login/authentication feature to patients for EHR access
- 2.2.1.5. Patient education on different services such as diagnosis, procedures and medication
- 2.2.1.6. Prescription management
- 2.2.1.7. Search/Advanced Search
- 2.2.1.8. Reports/statistics

### 2.2.2. Electronic Health Record

The EHR will provide access to information in the form of result data, text documents, scanned documents, images and waveforms from interfaced foreign systems and medical devices (if applicable). The information will be displayed within tabs and sub-tabs for different types of data groups like clinical summary, history, observations, etc. The EHR will enable the doctors' access to all other applications relevant to their role through this application. For example, doctors would be able to:

- 2.2.2.1. View and update patient demographics
- 2.2.2.2. Perform appointment scheduling of patients
- 2.2.2.3. View appointment schedule lists

## GENERAL CONDITIONS OF CONTRACT

- 2.2.2.4. Manage patient lists
- 2.2.2.5. Manage problem lists
- 2.2.2.6. Manage allergy information
- 2.2.2.7. Manage care plans for a diagnosis and document the care outcomes
- 2.2.2.8. Manage Orders from within the EMR Module
- 2.2.2.9. Perform results review with ability to interface with LIS, RIS & PACS
- 2.2.2.10. View patient bill including settled and outstanding values

In case of doctors on leave, information to be given to all concerned patients accordingly. Doctor's desk shall be customized as per the requirements of the concerned doctors.

### 2.2.3. Integrations

The proposed solution needs to integrate with existing state applications and solution to track and monitor beneficiaries under other program. Integration with other State-based health programs is also envisaged and should be taken up by MSP.

### 2.2.4. Cloud enabled HMIS

The application shall be developed in a Multi-Tenant (one-to-many model) architecture where a single instance of the application software deployed on the cloud at the Data Centre shall cater to all these institutions. The application software shall be scalable and configurable for each tenant and tenant level database isolation shall also be maintained. The database shall be designed as a hybrid of SaaS maturity model 2 & 3 where various institutions are grouped and are discriminated by Tenant Identifiers. (SaaS Maturity Model 2 – Multiple database / schema for each tenant & SaaS Maturity Model 3 – Single Database for all tenants discriminated by Tenant Identifiers).

### 2.2.5. Disaster Recovery

The entire environment should have provision for planned disaster recovery site in a manner that it can act as a fully working copy of Primary site. After completion of system installation and rollout, the state may ask IA to provision for DR site a complete copy of primary site. The provision to share database files of Primary site to the DR site. The DR site once commissioned will get regular data updates from the primary site through a high bandwidth communication link so that it remains up-to-date. The methodology of replication will employ storage-based replication in Asynchronous and Journal based Log Volume Shipping modes. In case of a disaster strike at primary data centre, the DR site may take over and will start functioning as the primary site. The goal of disaster recovery is to restore the system operations in minimum possible time and with minimum data loss so that the business processes work as usual.

### 2.2.6. Vendor neutral Hardware

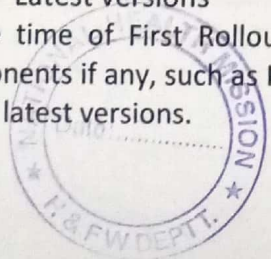
All the Software Applications and Modules shall be Hardware agnostic. The Applications shall be capable of being installed in industry standard vendor neutral Hardware.

### 2.2.7. Licenses

All the Software Applications, System Software viz. OS, RDBMS, Middleware etc and COTS components if any, such as Identity and Access Management System, Mail Messaging System etc, shall have Unlimited, Perpetual, Enterprise-wide Licenses.

### 2.2.8. Latest versions

At the time of First Rollout all the System Software viz. OS, RDBMS, Middleware etc and COTS components if any, such as Identity and Access Management System, Mail Messaging System etc, shall be the latest versions.



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### 2.2.9. Support

All the System Software viz. OS, RDBMS, Middleware etc and COTS components if any such as Identity and Access Management System, Mail Messaging System etc, shall be versions with at least three years of Technical Support by the OEMs.

### 2.2.10. Modular Design

Applications, systems and infrastructure are to be characterized as service-oriented, component-based & reusable. The system will be modular in design, operations and implementation.

### 2.2.11. System Architecture

The IA will provision adoption of standards used by leading suppliers and products, and adherence to industry standards and open architectures. Systems are to be developed, or enhanced in such a way that business processes; application and infrastructure services and data can be shared and integrated across the Healthcare domain and with potential partners.

### 2.2.12. Application architecture

Application architectures must be highly granular and loosely coupled. This is focused on loosely coupling systems compliant to Service Oriented Architecture to facilitate application recovery. This is to ensure that the failure of one component does not cascade to others. A tier can also be scaled to run separate applications to optimize performance.

### 2.2.13. Web based design

All the application designed for this purpose shall be web based and the Purchaser at workstation shall be able to access through the latest available version of the web browser such as Internet Explorer, Fire Fox etc.

### 2.2.14. User Based rights

The system will be able to grant specific access rights to each login or group of logins, as per the business requirement and policy with unique identity across the enterprise system. System shall also permit temporary transfer of access rights within this group to officers for employees reporting to him.

### 2.2.15. Data Backup

System will be required to maintain daily backups of the master and transactional database

### 2.2.16. Data Archiving

The System will maintain only five years of operations data online. Operations data more than five years old would be archived and the archives maintained at the various locations.

### 2.2.17. Interface with other system

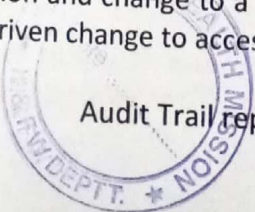
As per the requirement, system will exist in conjunction with several other systems. It would therefore be required to interface with other systems for seamless flow of business information in Web Services or W3C XML industry format/OPC/DDE/ODBC Interface.

### 2.2.18. Audit Trails & Reports

#### 2.2.18.1. Time-stamped records

The system must maintain time-stamped records of every access change request, approval/denial, justification and change to a managed resource and time-stamped record of every administrative and policy-driven change to access rights

#### 2.2.18.2. Audit Trail reporting



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The system must provide reports on audit trails for users, systems, administrators and time periods, including workflow approvals, rejections, request statistics, policy compliance and Audit reports, User account reports, Access reports and Service reports and also any customized reports based on specific need.

### 2.2.18.3. Maintaining audit trails

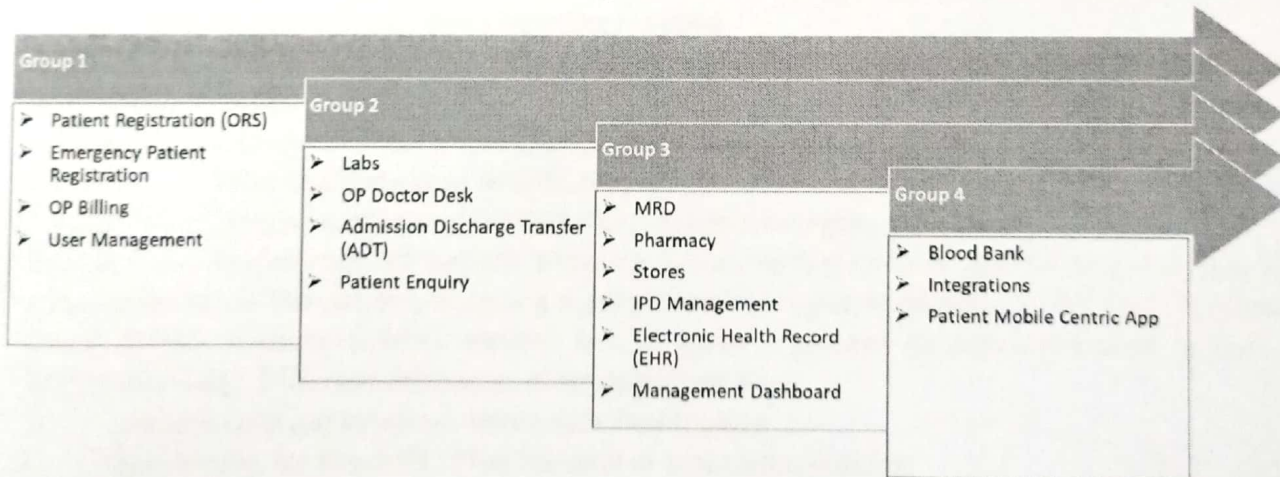
Audit trail records shall be retained in a tamper proof environment in accordance with the Purchasers policy for a reasonable amount of time as per e-Governance Policies to allow for accountability and evidential purposes. Backup copies shall also be maintained to protect against any accidental or deliberate erasure of data.

## 2.3. HMIS Module Functional Aspects

The HMIS basically covers the following departments:

- 2.3.1. Out Patient
- 2.3.2. Billing
- 2.3.3. Clinical
- 2.3.4. Laboratory
- 2.3.5. Pharmacy
- 2.3.6. Stores
- 2.3.7. Radiology
- 2.3.8. In Patient
- 2.3.9. Nursing
- 2.3.10. MRD
- 2.3.11. Electronic Health Record

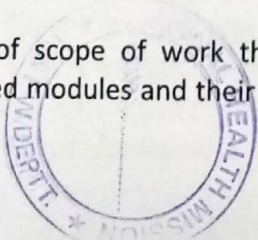
The implementation should schedule the HMIS implementation in phased manner. A proposed grouping is shared based on initial understanding:



## 2.4. HMIS Application Modules and phasing

HIMS application caters broadly to the following functional modules across 10 District Hospitals in the state and may be extended to other facilities. The HMIS modules suggested are indicative and not exhaustive. The IA will propose the modules and functionalities to meeting the State health systems requirements.

As part of scope of work the proposed HMIS solution should include but not limited to below mentioned modules and their respective functionalities. The provided list is not exhaustive and bidder



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can include additional modules and functionalities in their proposal to enable a comprehensive HMIS solution.

### 2.4.1. Broad list of modules:

- 2.4.1.1. Registrations
- 2.4.1.2. Out-Patient Management
- 2.4.1.3. Investigation
- 2.4.1.4. Central Admission
- 2.4.1.5. In-Patient Management
- 2.4.1.6. Patient Medical Record
- 2.4.1.7. Operation Theatre
- 2.4.1.8. Blood Bank Services
- 2.4.1.9. Billing
- 2.4.1.10. Enquiry
- 2.4.1.11. Pharmacy
- 2.4.1.12. Central Store Management
- 2.4.1.13. Diet Kitchen
- 2.4.1.14. Laundry/ Housekeeping
- 2.4.1.15. Duty Roster
- 2.4.1.16. Personnel Module
- 2.4.1.17. Medico Legal Case / Report (MLC/MLR)

### 2.4.2. Registration

Registration of the patient is the foremost and most important activity in the overall Hospital Information System. The solution shall have following provisions under this module:

- 2.4.2.1. Register every patient who approaches to hospital before getting any consultation, treatment, investigations, etc. done from the hospital
- 2.4.2.2. Create visit for old patients every time visit happens after registration, the visit needs to be stamped
- 2.4.2.3. Change of department shall be done as and when required
- 2.4.2.4. Print duplicate card as OPD card will get filled after some time
- 2.4.2.5. Handle subsequent modification requests in registration data
- 2.4.2.6. Registration of patient shall involve accepting certain general and demographic information about the patient, assigning a unique central registration number (CI No.)/ Ayushman Bharat Health Account (ABHA). Patient is also given a patient identification card, known as Registration Card. Different categories of Registrations are:
  - a. Routine OPD registrations within specified timings
  - b. Specifically, for the staff of the hospital or associated entities
  - c. Registrations of the patients requiring immediate medical attention i.e. in case of emergency
  - d. Provision to flag the patient under VIP/ Senior Citizen in case required
  - e. Internet based registration
- 2.4.2.7. Provision to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for OPD registrations done under various categories
  - b. Report for OPD registrations done department wise
  - c. Report for the patients revisiting the facilities
  - d. Report for number of registrations done User wise

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- e. Daily cash collection department wise
- f. Daily cash collection user wise

### 2.4.3. Out-Patient Management

The solution shall have provisions for following under out-patient modules:

- 2.4.3.1. This module shall comprise patient visit creation and maintenance
- 2.4.3.2. Record basic medical treatment details required for the patient under outpatient module. This shall include clinical summary, provisional diagnosis, drugs, diets, problem oriented medical records, etc.
- 2.4.3.3. Bay management functionality for paging and checking in of patients
- 2.4.3.4. User shall be able to schedule appointment for the patients (including test appointments)
- 2.4.3.5. Interface with the investigation module for requesting and viewing reports and subsequently printing if required
- 2.4.3.6. Interface with the Inpatient module for bed allotment
- 2.4.3.7. The user shall be able to close the treatment session and record final diagnosis
- 2.4.3.8. Generation of OPD summary of the patient and printing it if required
- 2.4.3.9. Provision to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for OPD conducted user wise
  - b. Report based on the provisional diagnosis
  - c. Report for investigations prescribed user wise

### 2.4.4. Investigation

In routine functioning of the hospital, various types of investigations are carried out daily. Carrying out number of investigation tests and making results available quickly is very crucial for assessing the patient status and deciding further course of action. The solution shall have following provisions under this module:

- 2.4.4.1. Generate investigation requisitions, accepting investigation requisitions, collection of samples for investigations, preparation of lab reports, sending samples to laboratories, entry of test results and validation of results under this module.
- 2.4.4.2. Raise investigation requisitions from Out-patient Module, Inpatient module and operation theatre module. Investigation module should interact with Registration module to fetch basic patient details. The billing module stores all the investigation payment details.
- 2.4.4.3. The solution shall have sample collection screen which has the provision to store details of all the collected samples and generate sample numbers with the current date and laboratory ID prefix.
- 2.4.4.4. Printing of barcode/ QR code/ unique ID for the laboratories, investigations & patients for sample collection
- 2.4.4.5. Result entry facility to allow results to be entered in different formats like Single Parameter, Multi-Parameter, Tests with parameters having Sub-parameters, Textual results etc. It shall also have validation facility to ensure that the Test results are correct and ready for Printing/transmission.
- 2.4.4.6. Accepting /Rejecting the samples/Patient in the Laboratory. Pending packing list / Patient's against each laboratory can be accepted or rejected by the laboratory staff.
- 2.4.4.7. Enter the film details used in the Investigation. Corresponding to each Patient Based test performed film used details like film type; size and no of films used can be entered.
- 2.4.4.8. Enter the High and Low valid ranges for Master QC sample. Corresponding to these master values Status of QC sample needs to be displayed. If the result is out of range then status



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shall be 'Invalid' and if the result is within the range then status shall be 'Valid'. If the result is out of range then the Consultant can get all the tests belonging to that category repeated.

2.4.4.9. Keep a track of films/slides, issue and returns. Provision to enter issue details of slides for each sample no. When the slides are returned the user is require to capture the return date and no. of slides returned.

2.4.4.10. Track status of every test performed. It shall have provisions to capture the sample status as Patient Not checked in (patient had paid the money but not received by the laboratory), In process (patient/sample has been received and accepted but test result entry has not been done), Sample not collected, sample collected, Result entered, report entered, etc.

2.4.4.11. View and print work-list and pending work list period wise for rescheduling the required investigations

2.4.4.12. Cancel the investigations and allowing refund on case to case basis

2.4.4.13. Provisions of creating Hub & Spoke capabilities for upward and downward linkages.

2.4.4.14. Provisions to establish equipment interface for existing equipment available in the facilities and also to be made available during the course of the project without any additional financial implications

2.4.4.15. Provision to configure and generate including but not limited to the following reports/ graphical outputs:

- a. Report on number of Tests done laboratory wise
- b. Total number of tests done in each test category
- c. Facility to view investigation reports

### 2.4.5. Central Admission

A patient can be admitted to the hospital, either through the casualty (Accident and Emergency Department) or on the advice of the doctor diagnosing the case in the OPD. The solution shall have the following provisions to admit the patient using central admission module.

2.4.5.1. Fetch details of patient from the solution using central registration number (CI No.)/ Ayushman Bharat Health Account (ABHA) for admitting the patient to the ward.

2.4.5.2. Enter other details of the patient required for admission

2.4.5.3. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:

- a. Report for Central Admissions in a given time interval user wise

### 2.4.6. In-Patient Management

The ADT system is the central control of all room allocations. The ADT system displays the status of all the beds of all wards in the hospital. The solution shall have following functionalities under this module:

2.4.6.1. Keep track of available & occupied beds in the ward and allotting & de-allotting beds to patient

2.4.6.2. Interface with OPD module for admission and other patient related details

2.4.6.3. Interface with Billing module for admission advance and discharge settlements. It shall also automatically maintain all the expenses incurred by the patient and checking credit limit available. In case the amount is below defined limit, it shall send notification to the patient for deposition of money to maintain adequate balance

2.4.6.4. Print the account statement for each deposit and expenditure transactions (patient ledger)

2.4.6.5. Interface with Investigation module for investigation request, sample collection & assignment of unique sample numbers and report viewing

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- 2.4.6.6. Interface with Operation Theatre module for scheduling operations
- 2.4.6.7. Interface with pharmacy modules for requisition of drugs and consumables
- 2.4.6.8. To have inter-departmental consultations with respect to specific problems of the patients or on need basis. Shall also have provision to keep track of each consultations request (whether sent, received, accepted or rejected)
- 2.4.6.9. Manage transfer of patients between wards and beds based on the consultations or conditions of the patient
- 2.4.6.10. Prepare discharge summary, managing final account settlement, marking bed as available to allot to new patient.
- 2.4.6.11. Transfer entire patient record in Medical Archives
- 2.4.6.12. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Reports for Ward Census, Bed occupancy, etc.
  - b. Printing the complete discharge summary
  - c. Report on the total number of discharges and death
  - d. Report for total patient days

### 2.4.7. Patient Medical Record

Patient Record Management Module is very important and crucial activity in the overall integrated hospital management system. The purpose of computerization of MRD is to maximize the usage of patient medical information. It improves patient care as it functions as a central source of information for communication between health care providers, covering the patient's history, observation, diagnosis and therapeutic conclusions and a wide variety of unstructured documents and information. Moreover, it will facilitate increased external linkage possibilities with health care providers and identify clinical events that need attention. It can solve many of the logistics problems of archiving, retrieving, tracing and finding out paper based medical records. The solution shall have following provisions under this module:

- 2.4.7.1. Indexing and coding of medical record in the PMR module
- 2.4.7.2. Generate various reports like discharge summary, diagnostic classification as per International Classification of diseases, statistical report according to diagnosis, age, sex, geographical area and other parameters of the patient, surgeon index wise, reporting hospital statistics, and analysis of cases.
- 2.4.7.3. Update incremental patient records in the repository for diagnosis, test, medications and final patient status.
- 2.4.7.4. Interface with modules like causality, Blood bank, OPD, Inpatient, Operation Theatre & Investigations for transmission of information of the patients.
- 2.4.7.5. The solution shall have provisions to sort and compile information in PMRD module
- 2.4.7.6. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for Hospital census summary
  - b. Report for deaths and births
  - c. Report for Bed Occupancy rate
  - d. Report for In-patients discharged or dead according to major category of disease
  - e. Report for Pregnancy, pre-natal and post-natal statistics
  - f. Any other report based on the requirement

### 2.4.8. Operation Theatre

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Operation module contains information about all the theatres, equipment/tools etc. and its availability. Scheduling of operations is the main function of this module as and when request is received from various departments. The solution shall have following provisions under this module:

- 2.4.8.1. Operation theatre scheduling including allotment, cancellation & postponing functionality
- 2.4.8.2. Scheduling operation and getting it validated in the application through senior consultant
- 2.4.8.3. Prepare a dossier in the system based on the validation performed by the senior consultant
- 2.4.8.4. Entering anesthesia record along with maintaining post-op progress
- 2.4.8.5. Raising online Investigation for material retrieved during surgery.
- 2.4.8.6. Send requisition for blood to blood bank in case of blood requirement during surgery
- 2.4.8.7. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for daily operations ward wise
  - b. Report for Operation dossier
  - c. Report for items consumed during an operation and consequent billing of the same

### 2.4.9. Blood Bank Services

Blood bank plays a critical role in responding to urgent request for blood components. The solution shall have following provisions under this module:

- 2.4.9.1. Collection and maintenance of blood, blood group wise and performing tests on blood.
- 2.4.9.2. Recovering requirements of blood in wards/casualty/OTs etc.,
- 2.4.9.3. Supply of blood to requisition units and maintaining records
- 2.4.9.4. Ensuring proper storage and collection of blood and maintenance of record
- 2.4.9.5. Maintaining donors' profile.
- 2.4.9.6. Maintaining record of blood availability.
- 2.4.9.7. Organizing of blood donation camps.
- 2.4.9.8. Maintenance/management of equipment for blood bank.
- 2.4.9.9. Maintaining proper inventory of consumable kits, etc.
- 2.4.9.10. Blood bank sub-store management.
- 2.4.9.11. Adverse reaction reports, analysis, and follow-up action.
- 2.4.9.12. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for blood component supply to various departments
  - b. Report for blood samples tested
  - c. Report for availability of blood units

### 2.4.10. Billing

Billing module deals with collection of money for services availed by the patient. The solution shall have following provisions under this module:

- 2.4.10.1. Upfront fee collection for various facilities like OPD consultation, Investigations, admissions, blood requisition, discharge, etc. and interfacing with the respective modules
- 2.4.10.2. Collection advances in case of admissions and scheduled operation
- 2.4.10.3. Maintain account for each patient and at the time of discharge settlement is done

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2.4.10.4. Print billing user wise/billing counter wise and overall cash/ payment collection statements for a given period.

2.4.10.5. Account maintenance patient wise for each and every transactions/ expense done by an admitted patient

2.4.10.6. Settlement during discharge based on the accounts maintained

2.4.10.7. Provision to bill patient against some other account like, PMJAY, Insurance, Funds allocated by Government, etc.

2.4.10.8. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:

- a. Report for tariff-wise/department-wise/IP or OP wise collections
- b. Report up to trial balance level

### 2.4.11. Enquiry

This module provides information with respect to the enquiries pertaining to information for services available in the hospital, availability of doctors/ specialists, patients admitted/ registered in the hospital. The solution shall have following provisions under this module:

2.4.11.1. Provision to interface with various modules like registration, appointment, investigations, IPD, OPD, etc.

2.4.11.2. To provide details of the patient like, patient status, patients name, address however if multiple addresses are mentioned then the query can be done only on the first address, and other demographic details, patients admission details etc.

2.4.11.3. To respond to queries related to availability of services & doctors, patient admitted/ registered, etc.

2.4.11.4. To respond to the query with respect to scheduling new appointment for patient (OPD & Investment) and searching for prior appointments scheduled.

2.4.11.5. To respond to the tariff query related to test, anesthesia, wards, operations, general, and procedures

2.4.11.6. To respond to the query related to consultants available in the hospital based on the name, Qualification, Specialization, Designation and Department

2.4.11.7. To respond to the query related to the investigations performed in a particular department, Lab. The enquiry can be made on the basis of the department, Lab, Investigation Name, Preparation Days required, Availability (whether the investigation is available or not).

2.4.11.8. To respond to the query related to patients admitted in departments. It shall provide details related to the department, ward number, name of the patient admitted, bed number, bed type (General / Private), allotment date, etc.

### 2.4.12. Pharmacy

Pharmacy Module addresses the maintenance of drugs and consumables in the hospital. Major functions of this module include online drug prescription, inventory management of drugs, consumables and sutures. This module optionally handles the billing of drugs, consumables and sutures, if required. Pharmacy module ensures that there is round the clock availability of a reasonable number of drugs and consumable material to the patients. The solution shall have following provisions under this module:

2.4.12.1. To interface with OT Module, Billing Module, Inpatient Module, etc.

2.4.12.2. To have functionalities related to comprehensive inventory management (central store & unit store)

2.4.12.3. To configure item master and vendor master for capturing details of drugs, sutures, consumables, vendor, etc.

2.4.12.4. To enter supply order details and challan details against the supply order

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- 2.4.12.5. To have goods received and goods returned module for adding new supply to the inventory or for modifying the existing stocks from the inventory
- 2.4.12.6. To enter details pertaining to local purchases
- 2.4.12.7. To raise indent for drugs and consumables by various departments (unit stores)
- 2.4.12.8. To issue drugs and consumables to the departments based on the availability
- 2.4.12.9. To raise return request by the department and accept & acknowledge return request by central store
- 2.4.12.10. To interface with billing module for raising bill for the drugs and consumables utilized for patient
- 2.4.12.11. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for open and closed indent
  - b. Goods Received Note
  - c. Goods return report
  - d. Stock availability report
  - e. Calibration status report

### 2.4.13. Central Store Management (CSD)

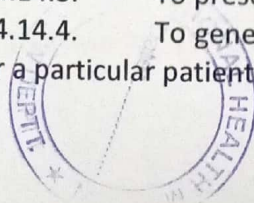
This module deals with Hospital Equipment/ Materials/ Inventory Purchase and supply to various departments. The solution shall have following provisions under this module:

- 2.4.13.1. To create and configure masters for items, equipment, vendor, etc.
- 2.4.13.2. To enter supply order details and challan details against the supply order
- 2.4.13.3. To have goods received and goods returned module for adding new supply to the inventory and making modifications in the existing inventory
- 2.4.13.4. To create and issue gate pass and entry pass for the items going out of the facility
- 2.4.13.5. To make requisitions for different items/ equipment from different Departments and accordingly issuing same to the various departments by CSD
- 2.4.13.6. To maintain purchase records, stock, supplier list, item/ equipment / material master tables and also takes care of the inspection & calibration details
- 2.4.13.7. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:
  - a. Report for open and closed indent
  - b. Goods Received Note
  - c. Goods return report
  - d. Stock availability report
  - e. Calibration status report

### 2.4.14. Diet Kitchen

Dietary module is designed to assist the hospital kitchen in providing appropriate meals to inpatients. The solution shall have following provisions under this module:

- 2.4.14.1. To maintain a range of user definable menu and diet types.
- 2.4.14.2. To provide consultancy to patients who are present in IPD as well as to patients who are visiting OPD.
- 2.4.14.3. To prescribe a diet request by the dietician as instructed by the doctors/ specialists
- 2.4.14.4. To generate diet request by the users according to the advice given by the Dietician for a particular patient.



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2.4.14.5. To create an automated diet sheet patient wise for a particular ward for a day and this diet sheet is sent to the Kitchen who after issuing the items from Diet Store prepare the meals and these meals are distributed in the wards according to the Diet Sheet.

2.4.14.6. To record quality checks performed for the meals prepared

2.4.14.7. Provisions to configure and generate including but not limited to the following reports/ graphical outputs:

- a. Report for diets prescribed Report for meals provided to the patients within a specified period
- b. Report for the inventory available
- c. Report for indenting items from the central store
- d. Report for regular quality check

### 2.4.15. Laundry/ Housekeeping

The laundry module provides the facility to manage and monitor the laundry activities in a hospital. The solution shall have following provisions under this module:

2.4.15.1. To record number and type of linens exchanged linens from Operation Theatres, Wards, Departments and other areas of the hospital.

2.4.15.2. To record routine cleaning and disinfection, scheduling and cleaning of various areas of Hospital and other healthcare facilities.

2.4.15.3. To appoint staff responsible housekeeping activities at various areas of the facility

2.4.15.4. To interface with CSD module for raising request for cleaning supplies with an option of specifying the material as single use or reusable

### 2.4.16. Duty Roster

This module assigns and manages roster of the staff working under various departments and in various shifts. This module is accessed by the head of respective departments. The solution shall have following provisions under this module:

2.4.16.1. Allot resident duty to different wards and postings

2.4.16.2. Allot faculty postings

2.4.16.3. Allot employees postings

2.4.16.4. View all postings

### 2.4.17. Personnel Module

This module is the repository for all the staff available within the hospital or any facility. This module shall interface with the HRMS application (in case available) for exchange of various information of the employees. The solution shall have following provisions under this module:

2.4.17.1. To capture details of the staff including but on limited to designation, personal demographic details, qualification and specialization details, posting details, etc.

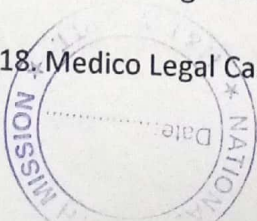
2.4.17.2. To update leave for a particular day or for specified period for generating availability of the staff.

2.4.17.3. To add details of new staff & modification in case of assigning / transferring to other department

2.4.17.4. To enter details related to the trainings attended by the staff

2.4.17.5. To generate report for the staff availability & gap for any particular period

### 2.4.18. Medico Legal Case / Report (MLC/MLR)



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This module helps delivering a high level of automation throughout the entire medical reporting process from initial instruction to the sending the final report and saves hours of manual administrative tasks per case.

2.4.18.1. To record the MLC details of the patient including but not limited to capture details like Legal details, Incident details, History of incident, Examination, Treatment administered, Image editor to capture the marks.

2.4.18.2. To record the clinical details like Diagnosis of the patient, Investigation suggested, Medication prescribed, Services advised and generate the certificate.

2.4.18.3. Shall have text editor for MLC Performa

2.4.18.4. To interface with EMR and registration module

2.4.18.5. To maintain MLC register and record details if a patient is found as MLC patient

### Project Timelines

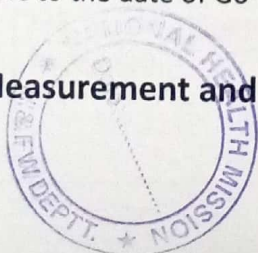
PHASE	ACTIVITIES	DELIVERABLES	TIMELINES
Phase-1	Study Phase	<ul style="list-style-type: none"> <li>Submission of Study Report &amp; Sign off from State</li> </ul>	T0 + 3 Weeks
Phase-2	Implementation Phase	<ul style="list-style-type: none"> <li>Submission of Functional Requirement Specification and Software Requirement Specification &amp; Sign off from State</li> </ul>	T0 + 1.5Months
		<ul style="list-style-type: none"> <li>User Acceptance Testing of Group 1 modules &amp; Sign off from State</li> <li>Training and Handholding Activity</li> <li>Go-Live of Group 1 modules</li> </ul>	T0 + 4.5Months
		<ul style="list-style-type: none"> <li>User Acceptance Testing of Group 2 modules &amp; Sign off from State</li> <li>Training and Handholding Activity</li> <li>Go-Live of Group 2 modules</li> </ul>	T0 + 6.5Months
		<ul style="list-style-type: none"> <li>User Acceptance Testing of Group 3 modules &amp; Sign off from State</li> <li>Training and Handholding Activity</li> <li>Go-Live of Group 3 modules</li> </ul>	T0 + 8Months
		<ul style="list-style-type: none"> <li>User Acceptance Testing of Group 4 modules &amp; Sign off from State</li> <li>Training and Handholding Activity</li> <li>Go-Live of Group 4 modules (entire HMIS)</li> </ul>	T1 = (T0 + 9Months)
Phase-3	Operations and Maintenance Support	<ul style="list-style-type: none"> <li>Quarterly Reports</li> </ul>	T1 + 18 Months

Note:

'To' refers to the date of signing the contract or written request by the State regarding signing of the MoU by the Selected Agency

'T<sub>1</sub>' refers to the date of Go-Live of the project

### SLA Measurement and Penalties



## GENERAL CONDITIONS OF CONTRACT

IA would have the responsibility to escalate issue, if any, which is required to be discussed and resolved for the smooth operation of the project well in time. Any low performance as reflected in the SLA performance of the IA would be the sole and complete responsibility of the IA.

The key service level requirements for the project, which need to be ensured by the IA during the operations and maintenance period, are given in Annexure 8. These performance requirements shall be strictly imposed by the IA. The SLA monitoring shall be done / reviewed on a monthly/quarterly basis. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters based on mutual consent of both the parties i.e. State and IA.

Penalties: IA will attract penalties in case of delay in completion of activities. In case the overall penalty exceeds 10% of the contract value, State reserves the right to terminate the contract. Penalties applicable per week of delay in completion of the following activities will be based on the cost of respective milestone payment:

S. No	Activities	Penalties
1	IA will implement HMIS at all the Project site	0.2% of the cost mentioned for "Solution development & roll-out in the identified district hospitals" every week after the targeted timeline
2	IA will ensure operationalisation	0.2% of the every week after the targeted timeline
3	Go-Live of the Project	0.5% of the every week after the targeted timeline
4	IA will ensure adequate training on quarterly basis	0.2% of the quarterly bill after the targeted timeline

### SLA Definition and Measurement

The SLA specifies the expected levels of service (i.e. baseline service level) to be provided by the IA to various stakeholders of the project. Payment to the IA is linked to the compliance with the SLA metrics laid down in the tables provided subsequently. The tables also specify the limits and metrics for lower / higher performance and breach levels. The SLA would be shared by the state with the shortlisted agency at the time of contract signing.

### Terms of Payment

Sl. No.	Payment Milestones	Time of Payment	Payment Formula
1.	M1: Advance	Start of Phase I	20% of project cost
2.	M2: Capex Payment-I	Operationalisation by the new IA (on existing application with SLA) and delivery of hardware / software whichever is later	30% of project cost



## GENERAL CONDITIONS OF CONTRACT

Sl. No.	Payment Milestones	Time of Payment	Payment Formula
3.	M3: Capex Payment-II	After Go-Live	20% of project cost
4.	M4: Payment after the Go-Live period	After Go-Live period till the entire project duration (quarterly payments during the above mentioned period of the project shall be made to the IA)	30% of project cost

### Forms for Bid Submission

#### 1. Cover Letter

Cover Letter

[On the letterhead of the organization]

To

Mission Director

National Health Mission Mizoram

Dinthar, Temple Road, Vaivakawn

Aizawl, Mizoram 796001

Sub: Prequalification-cum-Technical Bid for Selection of Implementation Agency for implementing HMIS in all the District Hospitals of Mizoram

Dear Sir,

Having examined the RFP, Annexures and addenda numbers \_\_\_\_\_ thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

We acknowledge having received the following addenda / pre-bid clarifications to the RFP:

Addendum No.	Dated

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, suggestions if any, found in our bid shall not be given effect to.

We undertake, if our bid is accepted, to provide the services comprised in the RFP within time frame specified, starting from the date of receipt of notification of award from State.

We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by State, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the

## GENERAL CONDITIONS OF CONTRACT

acceptance of this bid.

We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, State reserves all the rights to terminate the contract and appropriate penalty will be borne on us.

We hereby confirm that we do not have any conflict of interest in accordance with the RFP.

Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement.

As security for the due performance of the undertaking and obligation of the bid we submit herewith a Bank guarantee bearing number \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of "NHM Mizoram" for an amount of Rs 80,00,000/- (Rs Eighty Lakh Only) payable at Delhi

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in our prequalification criteria status till the date of award of contract to the IA, it is our responsibility to inform State of the changed status at the earliest.

We further clearly understand that State is not obliged to inform us of the reasons of rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signature

(Bidder Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of

## 2. Form – 1: Undertaking

Bidder should provide an undertaking in the format given below on the letterhead of the bidder's organization.

[On the letterhead of the organization]

It is certified that the information furnished here in and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on State in case our bid is accepted.

We understand that implementation of HMIS is to be executed holistically and any services required for achieving the objective of the project will be made available by us without any additional financial implication, except those explicitly mentioned in the RFP.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

## GENERAL CONDITIONS OF CONTRACT

Signature

(Bidder Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

### 3. Form – 2: Format of power-of-attorney for signing of bid

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for "RFP for Selection of an Agency for Implementation of Hospital Management Information System in District Hospitals of Mizoram", in response to the tenders invited by NHM Mizoram (referred to as Client), including signing and submission of all documents and providing information / responses to State in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

For

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

### 4. Form – 3: Format for Bank Guarantee for EMD

**GENERAL CONDITIONS OF CONTRACT**

Whereas \_\_\_\_\_ (hereinafter called "the bidder") has submitted its bid offer dated \_\_\_\_\_ 2022 for "RFP for Selection of an Agency for Implementation of Hospital Management Information System in District Hospitals of Mizoram" (hereinafter called "the bid") KNOW ALL MEN by these presents that WE {Bank name} having head office at { head office Address} (hereinafter called "the Bank") are bound upto {date till bid validity} to National Health Mission Mizoram (hereinafter called "State" in the sum of Rs 5,00,000/- (Rupees Five Lakhs only) for which payment will and truly to be made to the State the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

THE CONDITIONS of this obligation are:

If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid; or if the bidder, having been notified of the acceptance of its bid by State during the period of bid validity: fails or refuses to execute the contract if required; or fails or refuses to furnish the Performance Bank Guarantee, in accordance with the instruction given in Request for Proposal; we undertake to pay the State up to the above amount upon receipt of its first written demand, without the State having to substantiate its demand, provided that in its demand the State will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Place:

(Signature/ seal of the Bank)

**5. Form – 4: Annual Turnover**

**Annual Turnover**

We hereby certify that total annual turnover and average turnover of M/s \_\_\_\_\_ (name of the bidder) for the last three years is as given below:

Annual turnover for the last 3 Financial Years in Indian Rupees (in Crores)			
Year 1	Year 2	Year 3	Average

We also certify that the total annual and average turnover of M/s \_\_\_\_\_ (name of the bidder) for the last three years from development, implementation and maintenance of health-related applications (excluding hardware) is as given below:

Annual turnover from health-related application for the last 3 Financial Years in Indian Rupees (in Crores)			
Year 1	Year 2	Year 3	Average

(Signature of Statutory Auditor)

GENERAL CONDITIONS OF CONTRACT

Name of Statutory Auditor:  
 Name of Statutory Auditor Firm:  
 Seal

**6. Form – 6: Certificate of Incorporation (Each member in case of Consortium)**

Bidder Name:	
Incorporated as _____ in year _____ at _____.	
Registration Number	

Supporting Documents: Please provide copy of Certificate of Incorporation.

**7. Form – 7: Quality Certifications**

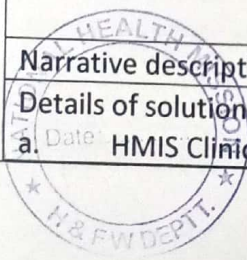
The bidder should have quality certifications. As proof, the bidder should submit copy of all Quality Certifications for

- CMMI Level 3
- ISO 9001 for Quality Management System Requirements
- ISO 27001 for Information Security Management System Requirements

**8. Form – 8: HMIS Experience**

The bidder should provide the experience for one successful implementation of Hospital Information Management System (HMIS) in Public Hospital with more than 1000 bed capacity.

Project Title:			
(Attach separate sheet for each project)			
Country		Address	
Name of client			
Location of Client		Total number of Beds	
Total Modules implemented		Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase)	
Duration of the assignment from Date of award		Start date (month / year)	
		Date of successful implementation / Go-Live (month / year)	
		End date (month / year)	
Name of senior staff associated with the assignment		Name	
		Designation	
		Role in the project	
		Contact number	
		Email Id	
Narrative description of project: (in not more than 500 words)			
Details of solution implemented:			
a. Date: _____ HMIS Clinical Modules:			



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b. Mobile interface
c. Open Source Stack technology details, if any (please provide appropriate versions):
d. Which of these components are being proposed for this project:
Description of actual services provided by your staff within the assignment: (in not more than 500 words)

**9. Form – 9: Open source Technology stack**

The bidder should provide the details and a self-certification that the HMIS is developed on Open source Technology stack.

Project Title:			
(Attach separate sheet for each project)			
Country		Address	
Name of client			
Location of Client		Total number of Beds	
Total Modules implemented		Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase)	
Duration of the assignment from Date of award		Start date (month / year)	
		Date of successful implementation / Go-Live (month / year)	
		End date (month / year)	
Name of senior staff associated with the assignment		Name	
		Designation	
		Role in the project	
		Contact number	
		Email Id	
Narrative description of project: (in not more than 500 words)			
Details of solution implemented:			
a. HMIS Clinical Modules:			
b. Mobile interface			
c. Open Source Stack technology details, if any (please provide appropriate versions):			
d. Which of these components are being proposed for this project:			
Description of actual services provided by your staff within the assignment: (in not more than 500 words)			

**10. Form – 10: Multi-tenant Architecture**

The bidder should provide details of 2 centralized implementations for a group of 3 or more hospitals supported through Multi-tenant Architecture.

Project Title:
(Attach separate sheet for each project)



GENERAL CONDITIONS OF CONTRACT

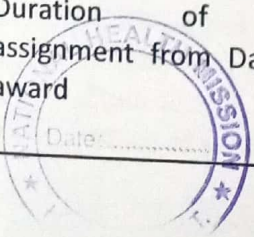
Country		Address	
Name of client			
Location of Client		Total number of Beds	
Total Modules implemented		Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase)	
Duration of the assignment from Date of award		Start date (month / year)	
		Date of successful implementation / Go-Live (month / year)	
		End date (month / year)	
Name of senior staff associated with the assignment		Name	
		Designation	
		Role in the project	
		Contact number	
		Email Id	
Narrative description of project: (in not more than 500 words)			
Details of solution implemented:			
a. HMIS Clinical Modules:			
b. Mobile interface			
c. Open Source Stack technology details, if any (please provide appropriate versions):			
d. Which of these components are being proposed for this project:			
Description of actual services provided by your staff within the assignment: (in not more than 500 words)			

**11. Form – 11: Drug database integration**

The bidder should provide the experience of at least implementations with a globally accepted Drug database integration (e.g. CIMS).

Project Title: \_\_\_\_\_  
 (Attach separate sheet for each project)

Country		Address	
Name of client			
Location of Client		Total number of Beds	
Total Modules implemented		Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase)	
Duration of the assignment from Date of award		Start date (month / year)	
		Date of successful implementation / Go-Live (month / year)	



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		End date (month / year)	
Name of senior staff associated with the assignment		Name	
		Designation	
		Role in the project	
		Contact number	
		Email Id	
Narrative description of project: (in not more than 500 words)			
Details of solution implemented: a. HMIS Clinical Modules: b. Mobile interface c. Open Source Stack technology details, if any (please provide appropriate versions): d. Which of these components are being proposed for this project:			
Description of actual services provided by your staff within the assignment: (in not more than 500 words)			

**12. Form – 11: HMIS-PACS integrations**

The bidder should provide the experience of at least 2 implementations of HMIS-PACS integrations.

Project Title:			
(Attach separate sheet for each project)			
Country		Address	
Name of client			
Location of Client		Total number of Beds	
Total Modules implemented		Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase)	
Duration of the assignment from Date of award		Start date (month / year)	
		Date of successful implementation / Go-Live (month / year)	
		End date (month / year)	
Name of senior staff associated with the assignment		Name	
		Designation	
		Role in the project	
		Contact number	
		Email Id	
Narrative description of project: (in not more than 500 words)			
Details of solution implemented: a. HMIS Clinical Modules: b. Mobile interface c. Open Source Stack technology details, if any (please provide appropriate versions): d. Which of these components are being proposed for this project:			



## GENERAL CONDITIONS OF CONTRACT

Description of actual services provided by your staff within the assignment: (in not more than 500 words)

### 13. Form – 11: Quality Certifications

The bidder should provide the self-certifications to Healthcare Standards for compliances:

- SAAS Model
- SNOMED CT
- ICD 10/11
- HL7
- FHIR
- EHR standards of India

In case of non-compliance at any stage, the project of the agency will be terminated and their BG will be forfeited.

### 14. Form – 14: ABDM milestones

The bidder should provide the certifications from ABDM or certification in case of WIP confirming:

The HMIS is complying with ABDM milestones. (enclose certificate)

or

ABDM compliance is work-in-process (Self certification confirming deployment of an ABDM compliant application at the time of rollout of the project)

### 15. Form – 15: Key Personnel

Annexure detailing the qualification and experience of Key personnel to be deployed for the project

S. No	Designation	Name	Experience	Qualification
1	Project Lead			
2	Business Analyst - Functional			
3	Business Analyst - Technical			

### 16. Form – 16: Source Code

[On the letterhead of the organization]

(Each member in case of Consortium)

#### Non-Termination Certificate

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), as on date of submission of the bid, hereby confirm that we agree to hand over the source code of the project as detailed in the RFP along with documentation with full rights to own, modify and use within the State and for internal requirements of the State.

Signature:

Name of the Authorized Signatory:

Designation:

Date: .....

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**17. Form – 17: Format for Statutory Auditor’s Certificate for Furnishing Net worth**

<<On Statutory Auditor Letter Head>>  
(Each member in case of Consortium)

**Net worth**

We hereby certify that Positive Net Worth of M/s \_\_\_\_\_ (name of the bidder) as on 31st March, 2022 is positive and is as given below:

	Net worth as on 31st March, 2022 in Indian Rupees (in Crores)	
Paid Up Share Capital		
Free Reserve		
Total		

(Signature of Statutory Auditor)  
Name of Statutory Auditor:  
Name of Statutory Auditor Firm:  
Seal

**18. Form – 18: No Blacklisting Certificate**

[On the letterhead of the organization]  
(Each member in case of Consortium)

**No Blacklisting Certificate**

This is to certify that ----- (name of the organization), having registered office at -----  
----- (address of the registered office), as on date of submission of the bid, the bidder has not been blacklisted by any Government entity in India.

Signature:  
Name of the Authorized Signatory:  
Designation:

**19. Form – 19: Non-Termination Certificate**

[On the letterhead of the organization]  
(Each member in case of Consortium)

**Non-Termination Certificate**

This is to certify that ----- (name of the organization), having registered office at -----  
----- (address of the registered office), as on date of submission of the bid, has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities in the last 3 years.

GENERAL CONDITIONS OF CONTRACT

Signature:

Name of the Authorized Signatory:

Designation:

Note: In case information required is not provided by the bidder in the forms / formats provided above, Client shall proceed with evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidder.



# AGREEMENT

## AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into at Aizawl, Mizoram on this, the \_\_\_ day of \_\_\_\_\_, 2022 for Selection of an Agency for Implementation of Hospital Management Information System in District Hospitals of Mizoram for National Health Mission, Mizoram.

BY AND BETWEEN

National Health Mission, Aizawl, Mizoram, 796001, hereinafter referred to as "Client" which expression, unless excluded by or repugnant to the context or meaning, shall be deemed to include its successors in office and assigns

AND

\_\_\_\_\_, a company incorporated under The Companies Act, 1956, having its registered office at \_\_\_\_\_ (and is a prime bidder of consortium of Companies in case of consortium) represented by its duly authorized signatory \_\_\_\_\_ hereinafter referred to as "Implementation Agency or IA" which expression, unless excluded by or repugnant to the context or meaning shall be deemed to include its successors and permitted assigns.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have same meanings as are respectively assigned to them in the General and Special Conditions of Contract hereinafter referred to.
2. The following contract documents along with all addenda thereof shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority
  - a) This Agreement (including Special Conditions of Contract and General Conditions of Contract) and the Annexures attached to the Agreement
  - b) Request for Proposal (including amendments made in and addendums issued to the RFP)
  - c) Letter of Award issued by the Client
  - d) Letter of Acceptance by the IA
  - e) Project Work Plan
  - f) IA's bid proposal (including subsequent clarifications submitted to the Client), technical proposal, consortium agreement and original price schedules.
  - g) All documents and correspondence forming part of the contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.
3. In consideration of the payments to be made by the Client to the IA as hereinafter mentioned, the IA hereby covenants with Client to execute the project requirement as mentioned in RFP Vol. I w.e.f. \_\_\_\_\_ as per the provision of this Agreement.
4. Client hereby covenants to pay the IA in consideration of the execution and completion of the project requirement as per RFP Vol. I and corrigendum thereon, if any, the contract value of [amount of INR in words], [amount in figures], being the sum stated in the letter of award subject to such additions thereto or deductions therefrom as may be made under the provisions of contract. The payment will be made as per the terms of payment schedule provided in Section 4.8 of RFP Vol. I.

GENERAL CONDITIONS OF CONTRACT

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

FOR AND ON BEHALF OF  
[National Health Mission, Mizoram]

[Authorized Representative]

FOR AND ON BEHALF OF

[\_\_\_\_\_]

[Authorized Representative]

Witness 1  
Name:  
Date:  
Address:

Witness 2  
Name:  
Date:  
Address:

**Draft Agreement**

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS AND INTERPRETATIONS**

➤ **Definitions**

In this draft contract, the following terms shall be interpreted as indicated below:

- a) Contract elements
- i. "Contract" means the Agreement entered into between the Client and the IA, together with the contract documents referred to therein (refer Clause 2 of Agreement). The Agreement and the contract documents shall constitute the contract, and the term "Contract" shall in all such documents be construed accordingly.
- ii. "Contract documents" means the documents specified in Clause 2 (contract documents) Agreement, including any amendment(s) to these documents.
- iii. "Agreement" means the contract entered into between the Client and the IA using the form of Agreement and any modifications to this form agreed to by the Client and the IA. The date of the Agreement shall be recorded in the signed form.
- iv. "Correspondence" means any written or digital communication exchanged between the Client and IA. Correspondences may come in the form of personal delivery, post, courier or electronic mail.
- v. "GCC" means the General Conditions of Contract.
- vi. "SCC" means the Special Conditions of Contract.
- vii. "Request for Proposal (RFP)" refers to Volume I and Volume II of the bidding documents along with the annexures, including any corrigendum to RFP to and modification therein.
- viii. "Project" refers to Selection of Implementation Agency for Implementation of Hospital Management Information System in Mizoram for the Client by IA.
- ix. "Contract value" means the value defined in Clause 3 of the Agreement.

## GENERAL CONDITIONS OF CONTRACT

- x. "Bidding documents" refers to the collection of documents issued by the Client to instruct and inform potential bidders of the processes for bidding, selection of the winning proposal and contract formation, as well as the contractual conditions governing the relationship between the Client and the IA.
- b) Entities
- i. "Company" means a Company incorporated under the Companies Act, 1956
- ii. "Client" means the National Health Mission, Aizawl, Mizoram, 796001, who is appointing Implementation Agency (IA) for Implementation of Hospital Management Information System in Mizoram.
- iii. "Implementation Agency (IA)" means (name of the Company), a Company (prime bidder of consortium in case of consortium of Companies) whose proposal to perform the contract has been accepted by the Client and is named as such in the Agreement.
- iv. "IA's representative" means any person nominated by the IA and approved by the Client in the manner provided in GCC Clause 5.1.1 (IA's representative) to perform the duties delegated by the IA.
- v. "Consortium Member," means any agency to whom any of the obligations of the IA is assigned directly or indirectly, if and as permitted as per this Agreement.
- vi. "Stakeholders" mean all the stakeholders of the project directly or indirectly effected by this project.
- c) Scope
- i. "Implementation of Hospital Management Information System", means implementation and management of ABDM compliant HMIS application, LAN setup in 11 District Hospitals and setting up of infrastructure & support (UPS for NOC & servers, barcode printers & scanners and IT manpower for NOC), together with any other services to be carried out by the IA under this contract.
- ii. "ABDM compliant HMIS application" means an integrated application having required modules to automate functions & processes of large hospitals and complying with ABDM Milestone 1, Milestone 2 & Milestone 3 and other relevant guidelines issued by National Health Authority, MoHFW and MeitY.
- iii. "Services" means all technical, logistical, management and any other services to be provided by the IA under the contract to supply, install, customize, integrate and implement HMIS application in State. Such services may include, but are not restricted to, calling operations and its quality assurance, design, development, customization, documentation, insurance, inspection, installation, integration, training, data migration, database management, network management, security management, help desk management, maintenance and technical support for this contract.
- iv. "Service level" means the level of service including deliverable and other performance criteria pertaining to the services provided by the IA.
- v. "Service Level Agreement (SLA)" means the agreement between parties about the service levels to be provided / maintained by the IA.
- vi. "Project work plan" means the document submitted by the IA and approved by the Client, pursuant to GCC Clause 5.2, which should be in line with deliverables and timelines mentioned in Section 3.13 of RFP Vol. I included in the IA's proposal. Should project work plan conflict with the contract in any way, the relevant provisions of the contract, including any amendments, shall prevail.
- vii. "Standard Software" or "COTS" means Commercial off-the-shelf (COTS) software that is ready-made and available for sale, lease, or license to the general public.
- viii. "Custom Software" or "BESPOKE" means the software designed, developed, tested and deployed by the IA for the purposes of rendering the Services to the Stakeholders of the Project

## GENERAL CONDITIONS OF CONTRACT

and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the IA and which shall be solely owned by the Client.

- ix. "Application software" means software formulated to perform specific business or technical functions and interface with the end users of HMIS and such other software as the parties may agree in writing to be application software.
- x. "Source code" means the database structures, dictionaries, definitions, program source files, code of the applications, any Application Programming Interfaces, Dynamic Link Libraries and controls etc. and any other symbolic representations necessary for the compilation, execution and subsequent maintenance of the software.
- xi. "Intellectual property rights" means all processes, products, data, knowledge products, training material and other documents which have been developed by the IA during the performance of services and for the purposes of, inter alia, use or sub-license of such services under this project. The IA undertakes to disclose all intellectual property rights arising out of or in connection with the performance of the services to the Client 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 Client.
- xii. "IA's equipment" means all equipment, tools, apparatus or things of every kind required in or for installation, completion and maintenance of HMIS application that are to be provided by the IA.
- xiii. "Project assets" means those project assets which are procured by the IA in the name of Client for the purpose of the project and used for delivering the services to the stakeholder. Project assets shall also include those project assets which are procured by the IA and installed at the defined Project Sites.
- xiv. "Software development" is a set of activities that result in the development of a software product as per the requirements specified.

### d) Activities

- i. "Delivery" means the transfer of ICT and non-IT equipment from the IA to Project Sites in accordance with deliverables and timelines mentioned in Section 3.13 of RFP Vol. I.
- ii. "User acceptance tests" means the tests specified in deliverables and timelines mentioned in Section 3.13 of RFP Vol. I to be carried out to ascertain whether the software is able to attain the functional and performance requirements specified in Section 3, Scope of Work of RFP Vol. I.
- iii. "Sign-off" means the issuance of certificate by the Client for acceptance of ICT / non-IT / deliverable after ensuring that they meet the entire requirement mentioned in the RFP Vol. I.
- iv. "Deliverable" means any document, output, activity, task, milestone, provision, service, which is required to be carried out or submitted or provided by the IA to the Client for the purpose of successfully completion of the project and including those as mentioned in Section 3 of RFP Vol.

### e) Place and time

- i. "Project site(s)" means the place(s) specified in the SCC for the supply of equipment and implementation of HMIS solution.
- ii. "Day" means calendar day of the Gregorian calendar.
- iii. "Week" means seven (7) consecutive days, beginning the day of the week as is customary in India.
- iv. "Month" means calendar month of the Gregorian calendar.

## GENERAL CONDITIONS OF CONTRACT

- v. "Year" means twelve (12) consecutive months.
- vi. "Effective date" means the date of fulfillment of all the conditions mentioned below:
  - This contract has been duly executed for and on behalf of the Client and the IA;
  - The IA has submitted to the Client the performance security in accordance with GCC Clause 3.3;
  - Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.
- vii. "Contract period" is the time period during which this contract governs the relations and obligations of the Client and IA in relation to Implementation of HMIS, application as specified in the SCC. The timelines and deliverables for this project are specified in Section 3.13 of RFP Vol. I.
- viii. "Operation & maintenance phase" means the phase commencing at date of the "Go-Live" of HMIS application, during which the IA is responsible for carrying out the activities specified in Section 3.13 of RFP Vol. I.
- ix. "Coverage period" mean the days of the week and the hours of those days during which maintenance, operational and / or technical support services (if any) must be available.
- x. "Go Live" means the date on which the Client issues the sign off of the completion of implementation phase.

### ➤ Interpretations

#### 1.1.1. Language

✓ All contract documents, all correspondence and communications to be given shall be written in English language and the contract shall be construed and interpreted in accordance with that language.

#### 1.1.2. Singular and Plural

✓ The singular shall include the plural and the plural the singular, except where the context otherwise requires.

#### 1.1.3. Headings

✓ The headings and marginal notes in the contract are included for ease of reference and shall neither constitute a part of the contract nor affect its interpretation.

#### 1.1.4. Persons

✓ Words importing persons or parties shall include firms, corporations and Government entities.

#### 1.1.5. Entire Agreement

✓ The contract constitutes the entire agreement between the Client and IA with respect to the subject matter of contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect to the subject matter of the contract made prior to the date of contract.

### ➤ Amendment

✓ No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract and is signed by a duly authorized representative of each party to the contract.

✓ Subject to the provisions of the contract, the IA shall be solely responsible for the manner in which the contract is performed. All employees, representatives or sub-contractors engaged by the IA in connection with the performance of the contract shall be under the complete control of the IA and shall not be deemed to be employees of the Client and nothing contained in the contract or in any sub-contract awarded by the IA shall be construed to create any contractual relationship between any such employees, representatives or sub-contractors and the Client.

### ➤ Consortium

Consortium is allowed and governed as per Section of the RFP.

Consortium's agreement and details of consortium partners will be placed in the RFP.



## GENERAL CONDITIONS OF CONTRACT

### ➤ Notices

✓ Unless otherwise stated in the contract, all notices to be given under the contract shall be in writing and shall be sent by personal delivery, post, courier, electronic mail or to the address of the relevant party as specified in the SCC, with the following provisions.

✓ Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by post or courier.

✓ Any notice delivered personally or sent by electronic mail shall be deemed to have been delivered on the date of its dispatch. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the contract.

✓ Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Client: Attn: <\*\*\*>

Tel: Fax: Email: Contact:

With a copy to:

If to the HSP: Attn. <\*\*\*>

Phone: <\*\*\*> Fax No. <\*\*\*>

### ➤ Governing Laws

The contract shall be governed by and interpreted in accordance with laws of India. The laws will include all national, provincial, municipal or other laws that affect the performance of the contract and are binding upon the IA.

### ➤ Settlement of Disputes

Dispute Resolution



## GENERAL CONDITIONS OF CONTRACT

✓ If any dispute of any kind whatsoever shall arise between the Client and the IA in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination or the operation of this project (whether during the progress of implementation or after Go-Live and whether before or after the termination, abandonment or breach of the contract), the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days, either party may move to the notification of arbitration pursuant to GCC Clause 1.5.2 (Arbitration).

✓ In case of any doubts about a clause of the contract which includes contract documents, the interpretation given by the Client shall be final and binding, till the time any other interpretation is ordered in pursuance to GCC Clause 1.5.1.

✓ Notwithstanding anything stated in the contract, and while the process of resolution of differences as stated in GCC Clause 1.5.1 is underway, the IA shall continue to provide services under this contract without any disruption or dilution in accordance with the Service Level Agreement.

✓ Arbitration

✓ In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by Client on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) on the designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in Aizwal.

### ➤ Conditions Precedent

#### Conditions Precedent for IA

The IA shall have to fulfill conditions precedent, which are as follows:

- ✓ Provide Performance Bank Guarantee to the Client as specified in Annexure 7 of RFP Vol. I;
- ✓ The IA shall warrant and represent to the Client that it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this contract;

#### Conditions Precedent for Client

- ✓ The Client shall obtain applicable permits, if any, required by the IA to begin operations in accordance with this contract.

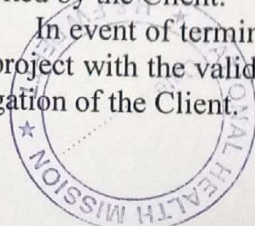
#### Non-fulfillment of Conditions Precedent

✓ In the event that any of the conditions precedent relating to IA has not been fulfilled and the same has not been waived by the Client fully or partially, this contract shall cease to have any effect as of that date.

✓ In the event that the contract fails to come into effect on account of non-fulfillment of the IA's conditions precedent, the Client shall not be liable in any manner whatsoever to the IA and the Client shall forthwith revoke the Performance Bank Guarantee.

✓ Instead of terminating this contract as provided above, the parties may extend the time for fulfilling the conditions precedent and the term of this contract by mutual agreement. It is clarified that any extension of time shall be subject to imposition of penalties as per Section 4.7, RFP Vol. I, on the IA linked to the delay in fulfilling the conditions precedent and the entire equipment will be forfeited by the Client.

✓ In event of termination of the contract, the next suitable bidder will be entitled for executing the project with the validity of the bid or as extended by the bidder without any additional financial obligation of the Client.



## GENERAL CONDITIONS OF CONTRACT

### 1 SCOPE OF WORK

#### ➤ Scope of Services

✓ Client is planning the implementation of HMIS application in all the District Hospitals of Mizoram. The envisaged HMIS application would be a hybrid model and IA shall be responsible for its implementation in entirety, including but not limited to performing capacity building and support activities for the same. The detailed scope of work is specified in Section 3 of RFP Vol. I.

### 2 PAYMENT

#### ➤ Contract Value

✓ The contract value of the project shall be as specified in Section 4.5.8 of RFP Vol. I.

✓ The contract value shall be a firm lump sum inclusive of all taxes and duties as applicable on the date of submission of bid document not subject to any alteration, except in accordance with GCC Clause 3.1.4, GCC Clause 3.1.5 or in the event of a change in scope of work pursuant to GCC Clause 8.1, GCC Clause 3.4.1 or other clauses in the contract.

✓ The IA shall have to satisfy itself as to the correctness and sufficiency of the contract value, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.

✓ IA has to procure the complete ICT and non-IT infrastructure and / or services, in whole or in part or in excess, as listed by the IA in its financial proposal. The contract value shall be adjusted based on the unit price provided by the IA in its financial proposal.

✓ No adjustment of the contract value shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.

#### ➤ Terms of Payment

✓ The payment schedule of the project shall be as specified in Section 4.8 of RFP Vol. I. The IA's request for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, services, delivered, installed and accepted, and by documents submitted pursuant to GCC Clause 5.5 and upon fulfillment of other obligations stipulated in the contract.

✓ IA shall raise the invoice and submit to the Client, the payment of which shall be made with approval of invoice.

✓ All payments shall be made in Indian Rupees, pursuant to GCC Clause 3.1.

✓ In consideration of the services and subject to the provisions of this contract and of the SLA, Client shall pay to the IA for the services rendered in pursuance of this contract, in accordance with the terms of payment schedule specified in Section 4.8 of RFP Vol. I.

✓ Client shall not be required to make any payments in respect of the services other than those covered by the terms of payment as stated in the terms of payment schedule.

✓ All the payments to the IA shall be subject to the satisfactory accomplishment / completion of the concerned activity / task as approved by Client.

✓ No payment shall be made directly to any third party except the release of payment to IA as per the provisions of this contract.

#### ➤ Securities

Performance Bank Guarantee (PBG)



## GENERAL CONDITIONS OF CONTRACT

✓ The IA shall, within thirty (30) working days of the date of letter of award issued by the Client, provide a security for the due performance of the contract in the amount and currency specified in the GCC Clause 3.2.

✓ The security shall be in the form of a Performance Bank Guarantee, as per the form provided in the Annexure 7 of the RFP Vol. I from a commercial bank.

✓ The Performance Bank Guarantee will be for an amount of 10% of the total value of contract in Indian Rupees. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the IA. The PBG shall be valid till the end of three months after the completion of operation, maintenance & on-going support of the project (i.e. two years plus three months after Go-Live of HMIS application). This additional three months is required for facilitating closure of the project.

✓ In the event of the IA being unable to service the contract for whatever reason, the Client would revoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Client under the contract in the matter, the proceeds of the PBG shall be payable to the Client as compensation for any loss resulting from the IA's failure to fulfill its obligations under the contract. The Client shall notify the IA in writing of the exercise of its right to receive such compensation of default by IA, indicating the contractual obligation(s) for which the IA is in default.

✓ The PBG may be discharged / returned by the Client upon being satisfied that there has been due performance of the obligations of the IA under the contract. However, no interest shall be payable by Client on the PBG.

### ➤ Taxes and Duties

All taxes, duties etc. shall be payable by the IA. However, in case of change or revision of service tax or its equivalent in any new tax structure, the payment will be made as applicable. The documentary evidences for payment of applicable tax structure will be submitted by the IA along with the invoices.

The mandatory taxes / duties etc. as applicable shall be deducted by Client.

## 3 INTELLECTUAL PROPERTY RIGHTS

### ➤ Copyright

✓ Intellectual Property Rights (IPR) should inure to the benefits of the client. If Client desires, the IA shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter alia, necessary for use of HMIS application implemented by the IA, are acquired in the name of Client, prior to termination of this contract and which shall be assigned by Client to the IA for the purpose of execution of any of its obligations under the terms of the bid or this contract. However, subsequent to the termination of this contract, such approvals etc. shall inure to the exclusive benefit of Client.

The IA shall ensure that while it uses any software, hardware, processes or material in the course of performing the services, it does not infringe the IPRs of any person or entity. Also, the IA shall keep the Client 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 IPRs by the IA during the contract and after the completion of contract as well.

Client shall retain all right, title and interest in and to any and all data, entered or generated by the IA for Client pursuant to this contract, and any modifications thereto or works derived therefrom. The IPRs in all Standard Software and Standard Materials shall remain vested in the owner of such rights. It is further clarified that Pre-Existing Intellectual Property Rights, except as expressly provided in this Agreement, no rights are provided to Client including any pre-existing patents, patent applications, protected information or other intellectual property of IA.

## GENERAL CONDITIONS OF CONTRACT

The IPRs in all Custom Software and Custom Materials shall, at the date of this contract or on creation of the rights (if later than the date of this Contract), vest with the Client. The IA shall do and execute or arrange for the doing and executing of each necessary act, document and thing that the Client may consider necessary or desirable to protect the right, title and interest of the Client in and to those rights.

The IA shall indemnify, defend and hold harmless the Client and its respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any deliverable (or the access, use or other rights thereto) created by IA pursuant to this contract, the SLA or any infrastructure, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by IA or sub-contractors to the IA pursuant to this contract and / or the SLA

- a) infringes a copyright enforceable in India,
- b) infringes a patent issued in India, or
- c) constitutes misappropriation or unlawful disclosure or use of another party's trade secret under the laws of the India (collectively, "infringement claims"); provided, however, that this will not apply to any deliverable (or the access, use or other rights thereto) created by (A) Client; (B) third parties (i.e., other than IA or IA's sub-contractors) at the direction of the Client.

The Client shall have no liability or obligation to IA or any other party mentioned above to the extent the infringement claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any party (including any use by IA or its nominees outside the scope of the services) other than for contract.

### ➤ Information Security

The IA shall not carry and / or transmit any written material, information, layouts, diagrams, storage media (hard disk / tapes) or any other goods / materials in physical or electronic form, which are proprietary to or owned by Client without prior written permission from Client. IA acknowledges that Client's business data and other Client proprietary information or materials, whether developed by Client or being used by Client pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Client; and IA agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by IA to protect its own proprietary information. IA recognizes that the goodwill of Client depends, among other things, upon IA keeping such proprietary information confidential and that unauthorized disclosure of the same by IA could damage Client, by reason of breach of IA's duties hereunder. IA may come into possession of such proprietary information even though IA does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this contract. IA shall use such information only for the purpose of performing the said services. IA shall, upon termination of this contract for any reason, or upon demand by Client, whichever is earlier, return any and all information provided to IA by Client, including any copies or reproductions, both hard copy and electronic.

The Client agrees to restrict use, copying or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 4.3, except that additional copies of Standard Materials may be made by the Client for use within the scope of the contract.

The Client's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed or otherwise transferred except in accordance with the relevant license agreement or as may be otherwise specified in the SCC.

## GENERAL CONDITIONS OF CONTRACT

### ➤ Software License Agreements

Except to the extent that the IPRs in the software vest with the Client, the IA hereby grants to the Client (including all stakeholders) license to access, revise and use the HMIS application, including all inventions, designs and marks embodied in the software; and permit the software to be:

- i. used or copied for use on or transferred to a replacement computer(s) (and use on the original and replacement computer(s) may be simultaneous during transitional period)
- ii. if the nature of the software is such as to permit such access, accessed from other computers connected to the primary and / or backup computer(s) by means of a local or wide-area network or internet or intranet or similar arrangement and used on or copied for use on those other computers to the extent necessary to that access;
- iii. reproduced for safekeeping or backup purposes;
- iv. customized, adapted or combined with other computer software for use by the Client, provided that derivative software incorporating any substantial part of the delivered, restricted software shall be subject to same restrictions as are set forth in this contract;
- v. disclosed to, and reproduced for use by, the Client and by such other persons as are specified in the SCC (and the Client may sub-license such persons to use and copy for use of the software), subject to the same restrictions as are set forth in this contract.
- vi. used by any other IA appointed by the Client in case first IA leaves the contract mid-way.

## 4 INSTALLATION AND ACCEPTANCE OF HMIS Application

### ➤ Representative

#### IA's Representative

4.1.1.1 Program Manager of the core team would be considered as the IA's representative and shall have the authority to represent the IA on all day-to-day matters relating to HMIS application or arising from the contract. The IA's representative shall give to the Client all the IA's notices, instructions, information and all other communications under the contract.

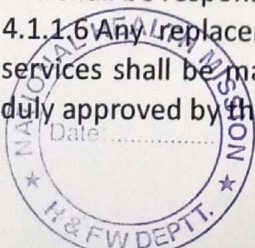
4.1.1.2 All notices, instructions, information and all other communications given by the Client to the IA under the contract shall be given to the IA's representative except as otherwise provided for in this contract.

4.1.1.3 The IA shall not revoke the appointment of the IA's representative without the Client's prior written consent. If the Client consents to such an action, the IA shall appoint another person of equal or superior qualifications as the IA's representative, pursuant to the procedure set out in GCC Clause 5.1.

4.1.1.4 The IA's representative and staff are obliged to work closely with the Client and act within their own authority and abide by directives issued by the Client that are consistent with the terms of the contract. The IA's representative is responsible for managing the activities of its personnel and any sub-contracted personnel.

4.1.1.5 Personnel assigned by IA to perform the services shall be employee(s) of IA, and under no circumstances will such personnel be considered employee(s) of the Client. IA shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income tax, social security taxes, provident fund, superannuation fund, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

4.1.1.6 Any replacement by the IA of the core team member(s) assigned for performance of services shall be made by appointment of personnel with equal or superior qualifications, to be duly approved by the Client as per section 3.6.6 of RFP Vol. I.



## GENERAL CONDITIONS OF CONTRACT

### Objections and Removals

4.1.1.7 The Client may by notice to the IA object to any representative or person employed by the IA in the execution of the contract who, in the opinion of the Client, may have behaved inappropriately, be incompetent or be negligent.

4.1.1.8 If any representative or person employed by the IA is objected by the Client as mentioned in GCC Clause 5.1.2.1, the IA shall, where required, promptly appoint a replacement, of equal or superior qualifications, within two weeks and to be duly approved by the Client as per section 3.6.6 of RFP Vol. I.

### ➤ **Project Work Plan**

The IA shall implement the project, in accordance with the final project work plan. The approved project work plan shall be referred to as the final project work plan and mentioned in the contract as Annexure I, point 4: "Project work plan".

### ➤ **Sub-contracting**

IA may sub-contract the activities excluding all core activities like development, implementation, training, Human Resources, etc. provided it is specified in the proposal.

### ➤ **Technical Design and Architecture**

#### Technical Specifications and Drawings

4.1.1.9 The IA shall execute the basic and detailed design and the implementation activities necessary for successful rollout of HMIS application in compliance with the provisions of the contract or, where not so specified, in accordance with best industry practices.

#### Approval/Review of Technical Documents by Client

4.1.1.10 The IA shall prepare and furnish to the Client the documents as specified in Section 3.13 of RFP Vol. I for Client's review.

4.1.1.11 Any part of equipment for HMIS application covered by or related to the documents to be approved by the Client shall be executed only after approval of these documents by the Client.

4.1.1.12 GCC Clauses 5.4.2.2 through 5.4.2.6 shall apply to those documents requiring the Client's approval, but not to those furnished to the Client for its review only.

4.1.1.13 If the Client disapproves the document, the IA shall modify the document and resubmit it for the Client's approval in accordance with GCC Clause 5.4.2.

4.1.1.14 If the Client approves the document subject to modification(s), the IA shall make the required modification(s), and the document shall then be approved by the Client on the modifications made, subject to this clause. The procedure set out in GCC Clauses 5.4.2.2 through 5.4.2.4 shall be repeated, as appropriate, until the Client approves such documents.

4.1.1.15 The Client's approval, with or without modification of the document furnished by the IA, shall not relieve the IA of any responsibility or liability imposed upon it by any provisions of the contract.

4.1.1.16 The IA shall not depart from any approved document unless the IA has first submitted to the Client an amended document and obtained the Client's approval of the document, pursuant to the provisions of this GCC Clause 5.4.2. If the Client requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 8.1 shall apply to such request.

### ➤ **Procurement, Delivery, and Transport**

## GENERAL CONDITIONS OF CONTRACT

IA shall procure and transport all ICT and non-IT equipment and other goods in an expeditious and orderly manner to the Project Sites.

Delivery of the ICT and non-IT equipment, materials and other goods shall be made by the IA in accordance with the RFP subject to the final project work plan.

### ➤ **Software Updates**

During performance of the Contract, the IA shall offer to the Client all updates of Standard Software, as well as related documentation and technical support services, within one month of release of updates of Standard Software. In no case will the prices for this software exceed those quoted by the IA in its financial proposal.

At the time of completion of the project and before the handover of HMIS application to the Client, the IA must certify that all patches / service released up to the time of completion date have been properly installed.

### ➤ **Implementation, Installation, and Other Services**

The IA shall provide all goods, works and services specified in the contract, RFP Vol. I and final project work plan in accordance with the highest standards of professional competence and integrity.

### ➤ **Inspections and Tests**

The Client may require the IA to carry out third party audit specified in section 3.11.5 of RFP Vol. I. If such inspection and /or test impede the progress of work for implementation of HMIS application and /or the IA's performance of its other obligations under the contract, due allowance can be made in respect of the time for achieving the obligations so affected if any.

### ➤ **Installation of ICT equipment at Project Site**

As soon as LAN setup at Project Sites has been, in the opinion of the IA, made ready for user acceptance testing and Go-Live of HMIS application in accordance with Section 3.13 of RFP Vol. I and final project work plan, the IA shall so notify the Client in writing.

## **5 PROTECTION AND LIMITATIONS**

### ➤ **Warranties**

The IA warrants and represents to the Client that:

- i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this contract for entire project duration;
- ii. IA should maintain warranty for all the existing and new hardware and software procured by them for the entire duration of project.
- iii. This contract is executed by a duly authorized representative of IA;
- iv. The IA is experienced in managing and providing works similar to the services and that it will perform the services with all due skill, care and diligence so as to comply with the requirements of the RFP;
- v. The services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- vi. IA has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the services;
- vii. The services will be supplied in conformance with all applicable laws, enactments, orders



## GENERAL CONDITIONS OF CONTRACT

and regulations;

- viii. If IA uses in the course of the provision of the services components, equipment, software and hardware manufactured by any third party which are embedded in the deliverables or are essential for the successful use of the deliverables, it will pass-through third-party manufacturer's warranties relating to those components, equipment, software and hardware to the extent possible. In the event that such warranties cannot be enforced by the Client, the IA will enforce such warranties on behalf of the Client and pass on to the Client the benefit of any other remedy received in relation to such warranties.
- ix. The Client shall promptly notify the IA in writing of any claims arising under this warranty. Upon receipt of such notice, the IA shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to the Client and within the time specified and acceptable to Client.
- x. During the comprehensive warranty period, the IA will provide all product(s) and documentation updates, patches / fixes, and version upgrades within one month of their availability and should carry out installation and make operational the same at no additional cost to the Client.

### ➤ Intellectual Property Rights Indemnity

#### Indemnity

5.1.1.1 The IA shall execute and furnish a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client, indemnifying the Client 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 IA or the IA's team or third party in connection with or incidental to the contract; or
- b) any breach of any of the terms of the contract by the IA, the IA's team or any member of third party.

The IA shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that the Client or its employees or officers may suffer as a result of any infringement or alleged infringement of any intellectual property rights by reason of:

- i. installation of the ICT infrastructure by the IA or the use of ICT infrastructure, including the materials, at Project Site;
- ii. copying of the software and materials provided by the IA in accordance with the contract; and
- iii. the indemnity shall be to the extent of 100% of the contract value in favour of the Client.

Such indemnity shall not cover any use of HMIS application, including the materials, other than for the purpose indicated by or to be reasonably inferred from the contract, any infringement resulting from the use of HMIS application, or any products of HMIS application produced thereby in association or combination with any other goods or services not supplied by the IA, where the infringement arises because of such association or combination and not because of use of HMIS application in its own right.

Such indemnities shall also not apply if any claim of infringement:

- i. is asserted by a subsidiary or affiliate of the Client;
- ii. is a direct result of a design mandated by the Client's functional & technical requirements and the possibility of such infringement was duly noted in the IA's proposal; or
- iii. results from the alteration of IA, including the materials, by the Client or any persons other

## GENERAL CONDITIONS OF CONTRACT

than the IA or a person authorized by the IA.

The Client shall indemnify and hold harmless the IA and its employees, officers and sub-contractors from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability) that the IA or its employees, officers or sub-contractors may suffer as a result of any infringement or alleged infringement of any intellectual property rights arising out of or in connection with any design, data, drawing, specification or other documents or materials provided to the IA in connection with this contract by the Client or any persons (other than the IA) contracted by the Client, except to the extent that such losses, liabilities and costs arise as a result of the IA's breach of GCC Clause 6.3.1.

Such indemnity shall not cover any use of the design, data, drawing, specification or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the contract, or any infringement resulting from the use of the design, data, drawing, specification or other documents or materials, or any products produced thereby, in association or combination with any other goods or services not provided by the Client or any other person contacted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification or other documents or materials in its own right.

Such indemnities shall also not apply:

- i. if any claim of infringement is asserted by a parent, subsidiary or affiliate of the IA's organization;
- ii. to the extent that any claim of infringement is caused by the alteration, by the IA, or any persons contracted by the IA, of the design, data, drawing, specification or other documents or materials provided to the IA by the Client or any persons contracted by the Client.

If any proceedings are brought or any claim is made against the IA arising out of the matters referred to in GCC Clause 6.3.1, the IA shall promptly give the Client notice of such proceedings or claims.

### ➤ **Limitation of Liability**

Provided the following does not exclude or limit any liabilities of IA in ways not permitted by applicable law:

- i. The IA shall not be liable to the Client, whether in contract or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the IA to pay liquidated damages to the Client; and
- ii. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property, tangible personal property, intangible personal property and intellectual property rights.
- iii. However, where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the IA, the IA's liability under the contract shall be subject to the amount of its financial limit.
- iv. The aggregate liability of the IA to the Client, whether under the contract, or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to any obligation of the IA to indemnify the Client with respect to infringement of intellectual property rights and the liability as mentioned in GCC clause 7.4.2.

### ➤ **Objection handling**



## GENERAL CONDITIONS OF CONTRACT

Any objection/ complaint regarding provision of services (covered under the contract) from the stakeholder shall be taken very seriously by the Client. IA will take corrective action in consultation with the client, if necessary.

### 6 RISK DISTRIBUTION

#### ➤ Ownership

All the procurement relating to goods, works, services, information technologies, etc. shall be done in the name of Client. All the goods, works, services, information technologies, etc. procured under the contract shall remain under the custody of IA throughout the contract period. The goods, works, services, information technologies, etc. which are under the custody of the IA shall be transferred, in working condition and in a proper manner, to the Client at the time of exit or otherwise under terms that may be agreed upon and specified in the contract.

Ownership and the terms of usage of the software and materials supplied under the contract shall be governed by GCC Clause 4.1 (Copyright) and any elaboration made in the Vol. I of the RFP.

Ownership of the IA's equipment used by the IA, consortium and its sub-contractors in connection with the contract shall remain with the IA.

#### ➤ HMIS application Support

The IA shall be responsible for the uptake of the application and LAN setup at Project Sites from the date agreed between the parties.

#### ➤ Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

The IA and each and every sub-contractor shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in India.

Notwithstanding anything contained in this contract, the IA shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability) that the Client or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (including other than HMIS, whether accepted or not) arising in connection with the supply, installation, testing and commissioning of HMIS application and by reason of the negligence of the IA or its sub-contractors or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Client, its contractors, employees, officers or agents.

The party entitled to the benefit of an indemnity under this clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

#### ➤ Force Majeure

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this clause, which:

6.1.1.1 is beyond the reasonable control of the affected party;

6.1.1.2 such party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;

6.1.1.3 does not result from the negligence of such party or the failure of such party to perform its obligations under this contract;

6.1.1.4 is of an incapacitating nature and prevents or causes a delay or impediment in performance; and

## GENERAL CONDITIONS OF CONTRACT

6.1.1.5 may be classified as all or any of the following events:

- i. Non-Political Events
  - a) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire, pandemic or other extreme atmospheric conditions;
  - b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the IA's use of radiation or radio- activity or biologically contaminating material;
  - c) Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the IA and which affect the timely implementation and continued operation of the project; or
  - d) Any event or circumstances of a nature analogous to any of the foregoing.
- ii. Political Events
  - a) Change in law, other than any change in law for which relief is provided under this contract;
  - b) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the IA in any proceedings for reasons other than failure of the IA to comply with applicable laws or required consents or on account of breach thereof, or of any contract, or enforcement of this contract or exercise of any of its rights under this contract;
  - c) Unlawful or unauthorized revocation of, or refusal by any authority other than the Client or any of their nominated agencies to renew or grant any required consents required by the IA to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the IA's inability or failure to comply with any condition relating to grant, maintenance or renewal of such required consents applied on a non-discriminatory basis;
  - d) Any requisition of the project by any other authority; or
  - e) Any requisition of the project by the Client or any of their nominated agencies.
  - f) For the avoidance of doubt, suspension of the contract in accordance with the provisions of this contract shall not be considered a requisition for the purposes of Force Majeure event.
- iii. Other Events
  - a) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.
  - b) Failure, by the IA, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other goods, or IA's equipment provided that the IA has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of HMIS application and all of its components for receipt of the necessary export permits.

6.1.1.6 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

6.1.1.7 For the avoidance of doubt, it is expressly clarified that the failure on the part of the IA under this contract or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this contract or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of services which directly causes any breach of security like hacking are not the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of services, IA will be solely responsible to complete the risk assessment and ensure

## GENERAL CONDITIONS OF CONTRACT

implementation of adequate security measures, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

### Notification procedure for Force Majeure

6.1.1.8 The affected party shall notify the other party of a Force Majeure event within seven (7) days of occurrence of such event. If the other party disputes the claim for relief under Force Majeure it shall give the claiming party written notice of such dispute within thirty (30) days of receipt of such notice. Such dispute shall be dealt with the dispute resolution mechanism in accordance with Clause 1.5.1

6.1.1.9 Upon cessation of the situation which led the party claiming Force Majeure, the claiming party shall within seven (7) days hereof notify the other party in writing of the cessation and the parties shall as soon as practicable thereafter continue performance of all obligations under this contract.

### Allocation of costs arising out of Force Majeure

6.1.1.10 Upon the occurrence of any Force Majeure event prior to the effective date, the parties shall bear their respective costs and no party shall be required to pay to the other party any costs thereof.

6.1.1.11 Upon occurrence of a Force Majeure event after the effective date, the costs incurred and attributable to such event and directly relating to the project ('Force Majeure costs') shall be allocated and paid as follows:

- i. Upon occurrence of a Non-Political Event, the parties shall bear their respective Force Majeure costs and neither party shall be required to pay to the other party any costs thereof.
- ii. Upon occurrence of an Other Event of Force Majeure, all Force Majeure costs attributable to such Other Event, and not exceeding the insurance cover for such Other Event, shall be borne by the IA and to the extent Force Majeure costs exceed such insurance cover, one half of such excess amount shall be reimbursed by the Client to the IA.
- iii. For the avoidance of doubt, it is clarified that Force Majeure costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the services on account of inflation and all other costs directly attributable to the Force Majeure event.
- iv. Save and except as expressly provided in this clause, neither party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

### Consultation and duty to mitigate

6.1.1.12 Except as otherwise provided in this clause, the affected party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this contract as soon as reasonably practicable. The parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each party resulting from the Force Majeure event. The affected party shall keep the other parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance of services hereunder.

## 7 CHANGES IN CONTRACT ELEMENTS

### ➤ Changes to Scope of Work

The Client and the IA recognize that for providing better and improved services change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without an effect on the cost. A

## GENERAL CONDITIONS OF CONTRACT

change may involve, but is not restricted to the submission of updated information technologies and related services in accordance with GCC clause 5.6. (Software updates). The IA will endeavor, wherever reasonably practicable, to effect change without any change in the terms of payment as stated in the payment schedule mentioned in Section 4.8 of RFP Vol. I and the Client will work with the IA to ensure that all changes are discussed and managed in a constructive manner.

Change Control Note (CCN):

7.1.1.1 Change requests in respect of this contract will emanate from the authorized representative of either the Client or the IA, who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the change control process and will complete Part A of the Change Control Note (CCN) attached in Annexure I Format 6. CCNs will be presented to the other party's authorized representative who will acknowledge receipt by signature of the CCN.

7.1.1.2 The IA and the Client, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of services including ancillary and concomitant services required for the project (including but not restricted to requirements specified in scope of work mentioned in Section 3 of RFP Vol. I) and is suggested and applicable only after Go-Live of HMIS application as set out in this contract.

7.1.1.3 It is hereby also clarified that the changes would be mutually agreed upon and payment for the changes brought in after Go-Live of HMIS application may be calculated based on the financial bid quoted by the IA as per the Section 5.1.4 of RFP Vol. I and accepted by the Client.

7.1.1.4 The IA shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the IA shall provide as a minimum:

- i. A description of the change;
- ii. Options available for implementing change and evaluation thereon;
- iii. A list of deliverables required for implementing the change;
- iv. A timetable for implementation;
- v. An estimate of any proposed change;
- vi. Any relevant acceptance criteria;
- vii. An assessment of the value of the proposed change;
- viii. Evidence to prove that the proposed change is not already covered within the scope of the project, SLA, or contract.

7.1.1.5 Prior to submission of the completed CCN to the Client, or its nominated agencies, the IA will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the IA shall consider the materiality of the proposed change in the context of this contract and the total effect that may arise from implementation of the change.

7.1.1.6 Each party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IA meets the obligations as set in the CCN. In the event the IA is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the IA.

7.1.1.7 Change requests and CCNs will be reported monthly by the IA to facilitate effective change review and control.

7.1.1.8 The IA shall be obliged to implement any proposed changes once approved in accordance with clause above, with effect from the date agreed for implementation.

### ➤ Termination of Contract

Termination for Default

7.1.1.9 Client may, without prejudice to any other remedy for breach of contract, by written notice

## GENERAL CONDITIONS OF CONTRACT

of default sent to IA, terminate the contract in whole or in part if:

7.1.1.10 The IA fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the Client

7.1.1.11 The IA fails to perform any other obligation(s) under the contract.  
However, the disputes, if any, may be referred to arbitration pursuant to Clause of contract.

Termination for Insolvency, Dissolution, etc.

7.1.1.12 Client may at any time terminate the contract by giving written notice to the IA without compensation to the IA, if the IA becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, and such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the Client.

Termination for Convenience

7.1.1.13 Client reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

Withdrawal by the IA

7.1.1.14 Withdrawal of IA from the contract at any point of time during contract period shall constitute sufficient grounds for the termination of contract. If Client gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the erstwhile IA.

No Claim Certificate

7.1.1.15 The IA shall not be entitled to make any claim, whatsoever, against Client under or by virtue of or arising out of the contract nor shall Client entertain or consider any such claim after IA shall have signed a "no claim" certificate in favour of Client in such forms as shall be required by Client after the works are finally accepted.

Suspension

7.1.1.16 Client may by a written notice of suspension, suspend all payments to IA under the contract, if the IA fails to perform any of its obligations under the contract, (including carrying out of the services) provided that the notice of suspension:

7.1.1.17 Shall specify the nature of the failure and

7.1.1.18 Shall request the IA to remedy such failure within a specified period from the date of issue of such notice of suspension.

Consequences of Termination

7.1.1.19 In the event of termination of the contract due to any cause whatsoever, whether consequent to the stipulated term of the contract or otherwise, the Client 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 (as per exit management plan) of the project which the IA shall be obliged to comply with and take all available steps to minimize loss resulting from that termination / breach and further allow and provide all such assistance to Client and/or the successor IA, as may be required to take over the obligations of the erstwhile IA in relation to the execution / continued execution of the scope of the contract.

7.1.1.20 Nothing herein shall restrict the right of the Client to revoke the Bank Guarantee and other guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and / or remedies that may be available to the Client under law.

## GENERAL CONDITIONS OF CONTRACT

7.1.1.21 The termination of contract shall neither affect any accrued right or liability of either party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### ➤ Conflict of Interest

a) Neither the IA nor any of the IA's personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

b) The IA and the IA's personnel shall notify the Client immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided. Accordingly, client will take appropriate action on the same.

### ➤ Miscellaneous

a) Neither Client nor the IA shall, without the express prior written consent of the other, assign to any third party the contract or any part thereof or any right, benefit, obligation or interest therein or there under, except that the IA shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the contract.

b) The services to be rendered under the contract shall conform to the standards mentioned in this document, and in case no applicable standards are mentioned, to the latest authoritative standards as laid down by the competent institution governing that standard.

## 8 Exit Management

### 8.1 Exit Management Plan

The IA should submit a detailed exit management plan and revise it on yearly basis to keep it relevant and up-to-date as specified in the Section 3 of RFP Vol. I.

The IA should also comply with the exit management plan in case of termination as specified in the clause 8.2 Termination of Contract.

## SPECIAL CONDITIONS OF CONTRACT

### 9 Variation

This Agreement may only be varied in writing and signed by both Parties.





**10 Waiver**

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- 10.1.1.1 Shall be in writing
- 10.1.1.2 Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- 10.1.1.3 Shall be executed by a duly authorized representative of the Party; and
- 10.1.1.4 Shall not affect the validity or enforceability of this Agreement in any manner.

**11 Agreement Owners**

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

Name	Title	Telephone	Email
Client	Authorized Representative, Client	<***>	<***>
IA	Authorized Representative, IA	<***>	<***>

➤ **Contact List**

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The IA's representative for the IA shall be <\*\*\*> and will be available 24X7.

Name	Title	Location	Telephone
Client	Authorized Representative, Client	<***>	<***>
IA	Authorized Representative, IA	<***>	<***>

**12 Non-Disclosure of Information**

➤ **Obligations of the receiving parties**

Neither of the Parties shall, without the consent of the other, divulge or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract; and
- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

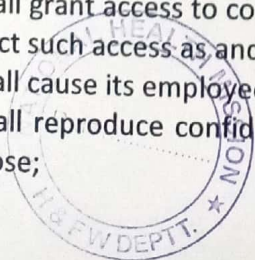
➤ **Obligations of the IA**

IA shall use the confidential information only for the business purpose and shall hold he confidential information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the confidential information;

IA shall grant access to confidential information only to its employees on a need to know basis and restrict such access as and when not necessary to carry out the business purpose;

IA shall cause its employees to comply with the provisions of this Clause;

IA shall reproduce confidential information only to the extent essential to fulfilling the business purpose;



## SPECIAL CONDITIONS OF CONTRACT

IA shall prevent disclosure of confidential information to personnel, sub-contractors, third parties only on a need to know basis; provided that by doing so it ensures confidentiality of information as specified in this clause;

Upon the client's request, the IA shall either return to the client all confidential information or shall certify that all media containing confidential information have been destroyed.

### ➤ **Ambiguities within the Contract**

In case of ambiguities or discrepancies within this contract, decision of the client shall be final and binding on the IA

## **13 Service Levels**

### **13.1 Compliance to SLAs**

As per Section 5.8 of the RFP Vol. I. IA shall ensure compliance with the SLAs as per the provision of \_\_\_\_\_ the \_\_\_\_\_ contract.



## 14 ANNEXURE I- FORMATS

### 14.1 Terms of Payment

(Final payment schedule shall be provided here)

### 14.2 Financial Quote

(As per the bidder's proposal to the format provided in Annexure 4.1.4 of RFP Vol. I)

### 14.3 Bill of Material

(As per the bidder's proposal to the format provided in Annexure 12 of RFP Vol. I)

### 14.4 Project Work Plan

### 14.5 Consortium Agreement

### 14.6 Change Order Procedure and Form

Date: [insert: date]

Contract: "Selection of Implementation Agency for Implementation of Hospital Management Information System in Mizoram"

## CONTENTS

### General

### Change Order Log

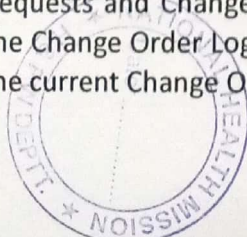
### Change Form

### General

This section provides samples of procedures and forms for carrying out changes to the scope of work during the performance of the contract in accordance with GCC Clause 8.1 (Changes to Scope of Work) of the contract.

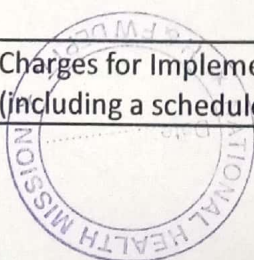
### Change Order Log

The IA shall keep an up-to-date Change Order Log to show the current status of Change Requests and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The IA shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Client.



Change Form

CHANGE CONTROL NOTE	CCN NUMBER:
Part A: Initiation	
Title:	
Originator:	Name and Designation of the Person
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3 etc.)	
Authorized by Client	Date:
Name and Designation :	
Signature:	
Received by the IA	Date:
Name and Designation:	
Signature:	
CHANGE CONTROL NOTE	CCN NUMBER:
Part B : Evaluation	
(Identify any attachments as B1, B2, B3 etc.)	
Changes to services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timelines:	
Charges for Implementation (if any): (including a schedule of payments)	



ANNEXURES

Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Client	Date:
Name:	
Signature:	
CHANGE CONTROL NOTE	CCN NUMBER :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires further information	
For the Client	For the IA
Signature	Signature
Name	Name
Title	Title
Date	Date

