



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

e-Tender Notice No.: 02 of 2022

**Notice Inviting Bids for Implementation of Hospital
Management Information System (HMIS) in Identified
Healthcare Facilities in the UT of Jammu and Kashmir**

e-Tender Notice No.: 02 of 2022

Notice Inviting Bids for Implementation of Hospital Management Information System (HMIS) in Identified Healthcare Facilities in the Union Territory of Jammu and Kashmir

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, online proposal(s) are invited from agency(ies)/ service provider(s) for implementation of Hospital Management Information System (HMIS) in identified healthcare facility(ies), **including District Hospital(s) and CHC(s)** in the Union Territory of J&K, as per detailed Scope of Work and terms & conditions mentioned in this Standard Bid Document (SBD), for a period of five (5) year(s), extendable on annual basis subject to performance of the approved Service Provider annual approvals by the Ministry of Health & Family Welfare, Govt. of India:

S. No.	Particulars of Tender	Tender Fees	Earnest Money Deposit (EMD)
01	Implementation of HMIS in identified healthcare facility(ies), including District Hospital(s) and CHC(s) in J&K	✓ Rs.10,000/- (Rupees Ten Thousand only), including Rs.1,000/- as Cost of Tender and Rs.9,000 as Tender Processing Fees	✓ Rs.5,00,000.00 (Rupees Five Lakhs only)

1. Tender Fees shall have to be deposited through NEFT/ RTGS/ Internet Banking/ Cash Deposit in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 – 'NHM Subsidiary A/c' with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAoLUXURY; MICR Code: 180051023. **However, Payment through Immediate Payment Service (IMPS) shall Not be Entertained.**
2. Similarly, EMD, duly pledged in favour of FA&CAO, National Health Mission J&K, shall be in the form of CDR/ FDR issued by a Scheduled Bank. Whereas Bid Security (EMD) of successful participant(s) will be considered towards Performance Security Guarantee, EMD of unsuccessful participant(s) will be returned stage-wise, i.e., bid security of unsuccessful participant(s) during Technical/ Financial evaluation shall be returned within 30 days of declaration of result of respective evaluation(s).
3. In reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, MSE(s) registered for instant/ similar services are Exempted from:
 - a) Payment of Cost of Tender of Rs.1,000/-; and
 - b) Submission of EMDMSE(s) desirous to claim any exemption(s) shall have to establish their eligibility for these exemptions as per Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) read with Notification of the Govt. of India, Ministry of Small-Scale Industries, published in the Gazette of India, Extraordinary, Part II – Section 3 – Sub-Section (ii), vide S.O. 1702(Eo) dated: 01st June 2020.
4. **Entire Selection Process will be on-line. Participant(s), except successful participants, are not required to submit Technical/ Financial Bid(s) in physical form.**
5. Any Correspondence, required to be made regarding this NIT, shall only be entertained if it is from the Managing Director/ Chairman of bidding entity or its duly authorized signatory*.
*Authorized Signatory means a person duly authorized by the competent authority viz., Managing Director/ Chairperson/ Board of Directors through Power of Attorney to sign on behalf of the Company/ Consortium.

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

Schedule of Critical Dates to be observed with respect to Notice inviting e-Bids for implementation of Hospital Management Information System (HMIS) in identified healthcare facilities in the Union Territory of Jammu & Kashmir:

S. No.	Particulars	Date/ Time	Revised Dates/ Time
1	Date of Publishing Standard Bid Document (SBD)	23.05.2022 at 1000 Hrs	26.05.2022 at 1400 Hrs
3	Start Date of Downloading SBD	23.05.2022 from 1000 Hrs	26.05.2022 from 1400 Hrs
4	Website for Downloading Detailed SBD	https://jktenders.gov.in , www.jknhm.com	
5	Last Date of Downloading SBD	13.06.2022 upto 1400 Hrs	16.06.2022 upto 1600 Hrs
6	Seek Clarification Start Date	23.05.2022 from 1000 Hrs	26.05.2022 from 1400 Hrs
7	Seek Clarification End Date	31.05.2022 upto 1600 Hrs	04.06.2022 upto 1600 Hrs
8	Website for Submission of SBD	https://jktenders.gov.in	
9	Last Date for Submission of SBD	15.06.2022 upto 1000 Hrs	18.06.2022 upto 1000 Hrs
10	Date of Opening of – Technical Cover	15.06.2022 at 1100 Hrs	18.06.2022 at 1100 Hrs
11	Date of Opening of – Financial Cover	16.06.2022 at 1100 Hrs	To be Notified Later
12	Date of Opening of Bid(s)	State Health Society, NHM, Nagrota, Jammu – 181221 (J&K)	
13	Tender Fee (including Cost of Tender and Tender Processing Fee) (To be deposited through online/ NEFT/ RTGS transfer in State Health Society, National Health Mission, J&K's Bank A/c No.: 0021040500000042 "NHM Subsidiary A/c" with the Jammu and Kashmir Bank Ltd. Shalamar Road, Jammu (IFS Code: JAKAOLUXURY; MICR Code: 180051023)	Rs.10,000/- (Rupees Fifteen Thousand only)	
14	Earnest Money Deposit (in the shape of CDR/ FDR from a Scheduled Bank duly pledged in favour of FA&CAO, National Health Mission, J&K)	Rs.5,00,000/- (Rupee Five Lakhs only)	

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

Section -I: Instructions to Participant(s):

1. Eligible participant(s) can download detailed Standard Bid Document (SBD) from website(s) <https://jktenders.gov.in> and www.jknhm.com.
2. **Submission of bid(s) shall be 'Online' through <https://jktenders.gov.in>.**
3. To participate in bidding process, participant(s) have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in process which is altogether online through central procurement portal <https://jktenders.gov.in>. This certificate will be required for digitally signing the bid(s)/ response(s). Participant(s) can get the above-mentioned digital certificate from any NIC/ Govt. approved vendors. Participant(s) who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
4. Participant(s) have to submit their response(s) online in electronic format with Digital Signature. The bid(s)/ response(s) cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
5. Response(s) to this NIT will be opened online as per time schedule mentioned in this NIT. Any changes regarding Critical Dates shall be notified through website(s) <https://jktenders.gov.in> and www.jknhm.com.
6. Before submission of online response(s), participant(s) must ensure that scanned copies of requisite documents have been uploaded with the response.
7. State Health Society, J&K will not be responsible for delay in online submission of response(s), for whatsoever reasons may be.
8. Participant(s) are advised to scan documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF scan properly.
9. Detailed guidelines for submission of response(s) online can be downloaded from the website <https://jktenders.gov.in>.
10. **Scanned copies of the below mentioned documents can be attached from My Document area for tenderers on e-Procurement portal viz., <https://jktenders.gov.in>:**
 - a. PAN Card
 - b. GST Registration Certificate
 - c. Balance Sheets for last three financial years i.e., 2018-19, 2019-20 and 2020-21
 - d. Average annual turnover certificate, issued by Chartered Accountant, for average turnover of last three financial year(s), from similar service(s) not below Rs.10.00 Crore.
 - e. Work Order(s) alongwith Completion/ Performance Certificates
 - f. Other Documents.

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Section – II: Scope of Work

A. Background

India Covid-19 Emergency Response and Health Systems Preparedness Package - Phase-II (ECRP – II) has been conceptualized to strengthen the healthcare systems and support the States/ UTs to manage the second wave and any future upsurge of the pandemic. Learning from the experiences gained while dealing with COVID-19 in its first phase and realizing the role of data driven policy decisions in efficacious management of emergency healthcare response, under ECRP-II emphasis is placed on an effective Hospital Management Information System (HMIS), which can provide real time data towards clinical management decisions.

HMIS will address most of the fundamental needs of concerned stakeholders. Patients will be able to get faster and hassle-free healthcare access. With entire medical data readily available, Medical Professionals will be able to treat better with clinical knowledge support, Administrators will be able to take better decision with the systematic data to be generated in HMIS. To summarize, it will be of immense help in improving patientcare, including but not limited to following services, in identified healthcare facility(ies):

- a) Streamlining operations in hospital(s)
- b) Controlling & managing registrations of patients
- c) Assisting medical professionals to retrieve relevant information related to patients, diseases, investigations, diagnosis, etc.
- d) Providing various MIS and Statistical Reports, thus enabling improved decision making
- e) Providing Central Repository of Electronic Medical Records (EMR) of patients
- f) Integrated exchange of medical and health data among various healthcare facility(ies)
- g) Facilitating Tele-Consultation and Tele-medicine applications
- h) In addition, standardized data from HMIS, in long term, will help to establish a Clinical Decision Support System (CDSS) to create triaging and clinical protocols for any other medical emergencies of similar type.

Significant to mention here that a robust HMIS is also foremost requirement towards implementation of Ayushman Bharat Digital Mission (ABDM), launched Nationwide by the Hon'ble Prime Minister on 27th September 2021. Under ABDM, various digital systems, inter-alia Health ID, Healthcare Professional Registry (HPR), Health Facility Register (HFR), Personal Health Records (PHR), Electronic Medical Records are to be implemented for which an ABDM compliant HMIS Software, facilitating patient enquiry, patient registration, emergency registration, OPD/ IPD Management, Laboratory/ Diagnostics Services, Blood Banks, Inventory/ Stores, alongwith necessary integrations with various existing portals like, e-Raktkosh, e-Aushadhi, Mera Aspataal, etc. needs to be in place.

B. Broad Scope of Work

1. As per envisaged scope of work, approved Service Provider will have to undertake various activity(ies), including but not limited to the followings, towards implementation of HMIS in J&K:
 - a) Provision of HMIS solution through centralized management software, integrating various Departments alongwith implementation of requisite modules.
 - b) ***HMIS solution will be implemented in identified healthcare facility(ies) on 'Design-Build-Own' basis, against monthly charges, and may, or otherwise, be transferred to H&ME/ NHM, J&K after successful completion of contract period.***
 - c) During implementation of project, H&ME/ NHM J&K, without any legal obligation to do so, intends to implement requisite No. of HMIS modules in respective healthcare facility(ies)

Predominantly, there will be 4-8 modules likely to be implemented in District Hospital(s), and 1-4 modules are likely to be implemented in a Community Health Centre(s). However, based on nature of facility(ies), workload, available infrastructure, etc. No. of modules to be implemented in particular healthcare facility(ies) may increase or decrease. Hence, facility-wise actual No. of modules to be implemented in respective healthcare facility(ies) will be decided by concerned Programme Division, after seeking approval from the Competent Authority and in light of rates coming into force as a result of this selection process vis-à-vis funds available for implementation of the Project.

- d) HMIS solution shall be -
- i) An 'End-to-End' HMIS solution, configurable, customizable and expandable as per the requirements of the Health & Medical Education Deptt./ NHM. J&K.
 - ii) Equipped with a mobile application for use by people while accessing health services across Jammu & Kashmir.
 - iii) Capable to work seamlessly within the healthcare facility(ies) connecting multiple healthcare facility(ies), labs, etc.
 - iv) Capable to provide Tele-Consultation and Tele-Medicine Services for remote diagnosis and advice.
 - v) Capable for requisite upgradations, as required from time to time.
 - vi) Capable to display dashboard for MIS and interface module for each level within the ecosystem viz., Patients, Doctor(s), Administrator(s), Managerial Staff, etc. to access solution as per need. Interface provision should be available through using multiple channels such as mobile application, web-portals, etc.
 - vii) Capable to share health data electronically at each level to make entire workflow paperless.
 - viii) Capable to maintain data privacy ensuring that there is no infringement of any patient and/ or other healthcare data in any manner. In addition, it should be capable to ensure compliance to various applicable healthcare/ other standards.
 - ix) Capable for additional features like Graphical User Interface, Smart Card Interface, Barcode Compatibility, etc.
 - x) Should have integrated Healthcare Worker applications to allow community health management to execute community camps in vulnerable areas around healthcare facility(ies).
- e) Carry out gap assessment of all the hardware, alongwith other equipment, required for implementation of HMIs in identified healthcare facility(ie). **Accordingly, as per the requirement at healthcare facility(ies) vis-a-vis availability of funds, NHM J&K will procure requisite equipment in accordance with specifications provided by approved Service Provider.**
- f) *Deploy requisite manpower, except Data Entry Operators, as & when and to the extent required to ensure technical support for implementation of integrated solution to the Administrative, Medical and Para-Medical Staff of identified District Hospitals, being the end-users of HMIS solution. **Provision of Data Entry Operators is not within the scope of this NIT.***
- g) Provide necessary training, alongwith handholding, to the Administrative, Medical and Para-Medical Staff of identified healthcare facility(ies) during stipulated period. In addition, refresher trainings will also to be imparted to the staff of these healthcare facility(ies).
- h) Provide all requisite operational, maintenance and technical support in implementation of proposed solution in identified healthcare facility(ies)during entire contract period.

- i) Responsible for monitoring and managing complete architecture of HMIS solution, including periodic checks of deployed solution for performance, scalability, security, and upgradations as per 'Change Requests' by H&ME/ NHM, J&K.
- j) Ensure availability of Online help through Chatbot/ e-mail/ Helpdesk alongwith User Manual.
- k) Ensure availability of customized reports as per the requirements of H&ME/ NHM, J&K.

C. Detailed Description of Activities – Broadly, the approved Service Provider shall have to undertake following activity(ies) towards successful implementation of the Project in J&K. However, in view of varied nature of solutions likely to be offered by intended participant(s), one or more activity(ies) may not be required and can be dispensed with during implementation of Project. Any such dispensation by intended participant(s) shall be without adversely affecting the Project in any manner and at the Risk & Responsibility of such participant(s). Therefore, intended participant(s) are advised to assess the significance of these activities in light of the overall requirements of H&ME/ NHM J&K vis-a-vis solution(s) likely to be offered by them, and accordingly quote 'Cost Effective Solution' after assimilating, or otherwise, these requirements:

I. System Requirements Study and Solution Design

1) Project Plan and the Inception Report preparation

- i) Approved Service Provider shall prepare a Project Plan for the entire project.
- ii) Approved Service Provider needs to prepare and submit an Inception Report, which will serve as the foundation document for all activities related to the project. Additionally, Inception Report must cover the risks approved Service Provider anticipates and plans it proposes towards risk mitigation.
- iii) Acceptance of Inception Report by State Health Society, NHM, J&K is necessary before proceeding to the next stage of the project.

2) System Requirement Specification (SRS)

- i. Indicative functional requirements provided in this SBD are for reference only. Business logic framework for HMIS is built according to functioning provision of H&ME Department/ NHM, J&K. Approved Service Provider shall have detailed discussions with concerned stakeholders and perform complete requirement engineering processes.
- ii. Approved Service Provider is expected to capture all findings and propositions in System Requirement Specification (SRS) document and prototype, which shall detail requirements of complete solution up to last milestone. Documents should also present clear plan of action to implement HMIS solution. Prototype shall demonstrate all the features and functions of HMIS solution. Approved Service Provider shall consult with concerned Programme Division of State Health Society, NHM, J&K, whenever necessary, to obtain more details on requirements of the project.

3) Solution Design Document (SDD): Approved Service Provider shall prepare a Solution Design Document (SDD) containing:

- a) Complete architecture of the proposed HMIS solution.
- b) Design of an audit trail capturing mechanism for all transactions (add, update and delete) using transaction log reports, so that errors in data, intentional or otherwise, can be traced and reversed, throughout the project duration.
- c) Security aspects, measures etc. to deployed for HMIS solution.
- d) Access Controls measures - to ensure that databases are not tampered or modified by the system operators or database administrator.

- e) Implementation plan for data security- to allow for changes in technology and business needs.
- f) Plans for various types of testing and audit as required by this SBD.
- g) Any other section as required in SDD document.

4) Prototype Development and Demonstration

- a. Approved Service Provider is expected to develop/ customize a prototype of HMIS based on SRS and SDD documents prepared. Prototype should consist of navigation plan of the system, data entry forms, reports and should be capable to demonstrate usability of designed solution and extent of meeting aspiration of Government with respect to functionalities of HMIS. Approved Service Provider may use sample data for demonstration of prototype.
- b. Approved Service Provider shall demonstrate prototypes of sub-modules of HMIS solution. Prototypes of sub-modules of HMIS solution shall be considered for approval one by one as & when submitted for approval to H&ME/ NHM, J&K. Approved Service Provider need not wait for completion of prototype of entire solution for the same. This will help to expedite the feedback and approval process. However, Approved Service Provider shall have to demonstrate integrated functionalities and workflow across modules on complete solution prototype when all sub-modules are approved and accepted by H&ME/ NHM, J&K. Acceptance of integrated functionalities and workflow shall be taken as acceptance of prototype.

II. Application Development/ Customization/ Deployment: Approved Service Provider shall have to carry out the following(s) -

- 1) **Development/ Customization/ Testing and Deployment of HMIS application:** Approved Service Provider will be responsible for development/ customization, integration, testing and deployment of HMIS application alongwith portals based on:
 - a. Functional requirements given in this SBD
 - b. SRS & SDD finalized in consultation with H&ME/ NHM, J&K
 - c. Prototype development in consultation with H&ME/ NHM, J&K
 - d. Project implementation approach
 - e. Any other related documents
- 2) **SMS Solution:** Approved Service Provider shall have to integrate relevant modules, functions etc. of HMIS with Mobile Service Delivery Gateway (MSDG) of Government of India for SMS gateway functionalities. OTP based authentication shall be provided for specific features and modules. Details of such features and modules shall be discussed by concerned Programme Division of State Health Society, NHM, J&K with approved Service Provider.
- 3) **Key Considerations:** HMIS solution shall -
 - a. Ayushman Bharat Digital Mission (ABDM) compliant.
 - b. Comply with the Standards published by Ministry of Electronics and Information Technology (MeitY), as well as the Ministry of Health & Family Welfare, Govt. of India.
 - c. Comply with latest Information Technology Act of India including all amendments thereon.
 - d. Be based on ISO 27001:2013 standards, user access to system must be through a single sign on process, which should involve specification of a user identification, a password and the applications displayed must be as per user profile and authority.
 - e. Comply with localization standards, like Font Standards, etc. notified and available on the website of MeitY, to ensure common look and feel.

- f. Support all common browsers and mobile platforms (like Internet explorer, Mozilla, Chrome, Safari, Android, iOS, Windows platform etc. up to the latest version).
 - g. Allow user to change his/ her password based on a given time frame as well as give users the option to change HMIS password at any time.
 - h. Disable the user profile after three unsuccessful log-on attempts.
 - i. Have provision for re-enabling disabled user profiles after single or multiple steps of online and/ or offline verification of user. System shall be able to log successful and failed attempts to system.
 - j. Allow Password based authentication, digital signature/ e-Sign based authentications and OTP based authentication.
 - k. Be designed in such a way, that it works smoothly on available bandwidth while meeting the SLAs and other requirements of this SBD.
 - l. Make available all the functionalities to end users even at minimum Broadband speed specified by the Government of India/ Telecom Regulatory Authority of India (TRAI).
- I. Updates shall be provided by the approved Service Provider to support future versions of OS platforms and browsers during Operations & Maintenance (O&M) period without any additional charge.
 - II. Mobile application shall be used by all the stakeholders. So, application must support Android, iOS and Windows Operating Systems versions of low-cost entry level smart phones also.
 - III. All the forms labels and instructions etc. shall be available in HMIS application both in English and Hindi languages.

4) **Security:**

- a. Security shall be one of the important requirements of HMIS. Approved Service Provider shall adhere to IT Security best practices right from the inception and design phase of application development till the end of O&M. Application shall be free of any vulnerability and malware. Security solution shall be implemented in following layers of HMIS Solution: Perimeter, Web, Application, Database.
- b. Security solution shall adhere to all the industry standards as well as Security Guidelines issued by concerned Agency(ies).
- c. Approved Service Provider shall be responsible to continuously manage a secure environment, implement appropriate mitigating controls, integrate with core IT environment and escalate appropriately in case of incidents or emergencies.

5) **Testing Requirements:**

- a. Approved Service Provider shall create Test Strategy Document defining the requirements and goals of configuration, determine tools & methods used to check that system responds correctly, determine how and when test will be performed etc.
- b. Test Strategy Document shall guide the project team through implementation to ensure that planning and conducting testing activities in various phases of implementation are proper.
- c. **User Acceptance Testing/ Pilot Testing:** Approved Service Provider shall prepare test cases for User Acceptance Testing (UAT) in consultation with concerned Programme Division of State Health Society, NHM, J&K. UAT shall be conducted in the form of pilot testing for each phase of oproject. Approved Service Provider shall facilitate to conduct this test. For pilot testing, modules of HMIS shall be chosen and approved Service Provider shall demonstrate all functionalities of HMIS application, including end to end workflow, using real data.

- d. Modules for pilot testing shall be chosen by H&ME/ NHM, J&K at an appropriate stage of the project, such that, it provides sufficient time to approved Service Provider to implement the solution and demonstrate the pilot testing. Approved Service Provider will close all bugs etc. identified during UAT. This process of UAT will continue in an iterative manner till zero defects are shown by approved Service Provider for test cases developed. Approved Service Provider also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests.
- e. Approved Service Provider will submit a Pilot Testing report along with test cases, tests result etc. at the end of testing exercise and obtain Sign-Off on UAT/ Pilot Test Report from the H&ME/ NHM, J&K.

6) Deployment of Manpower:

- a. Approved Service Provider shall have to deploy onsite team(s), in sufficient number and skill set to meet the requirements of SBD regarding implementation of HMIS within ten (10) working days from the date of signing of agreement.
- b. Approved Service Provider shall have to submit resumes of key personnel both supervisory & technical.
- c. Approved Service Provider shall have to ensure minimum requisite technical resources for maintenance & support services after Go-live for the entire contract duration of five (5) years.
- d. ***Provision of Data Entry Operators is not covered within the Scope of this Project.***

III. Documentation & Version Control: Approved Service Provider shall have to -

- a. Ensure that complete documentation of HMIS Project is provided with comprehensive user manuals and adhere to standard methodologies in software development as per ISO standard and/ or CMMi models.
- b. Document operations & management processes as per ISO 20000-1, or higher, Standard(s).
- c. Provide following documentations in hard as well as soft copies:
 - 1) Detail Project Plan
 - 2) Fortnightly & Monthly Progress Reports
 - 3) Traceability Matrix Document
 - 4) Communication Plan listing all stakeholders in the project, defining their roles and responsibilities.
 - 5) System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements, database model.
 - 6) Complete Source Code with required documentation.
 - 7) Test Plans and Test cases (including Unit Test Plan, System/ Integration Test Plan, User Acceptance Test (UAT) Plan, Security Test Plan, Load Test Plan).
 - 8) Various manual, including Training Manuals & literature, Systems Administration Manuals, Application User Manuals, Installation Manuals, Operational Manuals, Maintenance Manuals.
 - 9) Frequently Asked Questions Document.
 - 10) Security policy and procedure for HMIS Platform including Password security, logical access security, operating system security, data classification, and application security and data backups.
 - 11) Data dictionary listing out all the data elements shall be prepared.

- IV. **Operation & Maintenance (O&M) Services from the Date of Go-Live:** Once systems have been commissioned, approved Service Provider shall provide operations & maintenance services during remaining Contract Period.
- i) **High-level Scope for Operations and Maintenance:** As part of O&M services, approved Service Provider shall have to ensure comprehensive support for software and application that are in the scope of this SBD, including, but not limited to, support for application software maintenance, IT Helpdesk, and periodic reporting.
- ii) **Operation and Maintenance of entire HMIS Solution -**
- a. On successful completion of implementation, which may be phase-wise, approved Service Provider shall have to provide post implementation support from the date of Go-Live till the end of contract period.
 - b. Approved Service Provider, as per its understanding about the project and based on its experience in handling similar projects, shall have to deploy requisite manpower, **except Data Entry Operators**, as & when and to the extent required, to ensure technical and operational support for implementation of integrated solution to Administrative, Medical and Para-Medical staff of identified healthcare facility(ies). Such deployment of manpower may be at centralized level, or Divisional level(s), or District level, or any other manner deemed appropriate to approved Service Provider.
 - c. Approved Service Provider shall have to provide a centralized Helpdesk and Incident Management Support from the Go- live till end of contractual period.
 - d. Approved Service Provider shall use Incident Management Software to manage the entire lifecycle of logged incidents.
- iii) **Application Software Maintenance and Support Services:** Approved Service Provider shall:
- a. Provide IT application maintenance and support services for all components mentioned in this SBD and as part of Administrative Orders/ Legal Obligation(s), if any.
 - b. Provide O&M services for solution including, but not limited to, production/ customization monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/ problems raised by users (via IT Helpdesk) for problems/ bugs in the application etc.
 - c. Keep application software in good working order; meeting the requirements defined by H&ME/ NHM, J&K from time to time based on functional, administrative or legislative priorities, perform any changes and upgrades to applications as requested by H&ME/ NHM, J&K.
 - d. Tuning of application, databases, 3rd Party Software's and any other components provided as part of the solution to optimize the performance.
 - e. Perform, without any additional cost, minor changes, bug fixes, different reports, error resolutions and minor enhancements that are incidental to proper and complete working of the application.
 - f. Release H&ME/ NHM, J&K for interim releases of application.
 - g. Provide centralized version and configuration control of the application.
 - h. Provide routine functional changes.
 - i. Provide any changes to application code that may be required because of patches to licensed software being used (if any).
 - j. Update and maintain all HMIS project documents (including user manuals, training material, etc.)
 - k. Provide change request management based on feedback from users or its own initiative. All planned changes to application, especially major enhancements and changes in

functionality post go-live, shall be coordinated within established change control processes.

- l. Define software change management and version control process and obtain approval for the same from Authority. For all proposed changes to application, approved Service Provider will prepare detailed documentation including proposed changes, impact on system in terms of functional outcomes/ additional features added to system, etc.
 - m. Address all errors/ bugs/ gaps in functionality offered by solution at no additional cost during operations & maintenance period.
 - n. Prepare separate change proposal form for performing any functional changes to system that are deviating from signed-off Functional Requirement/ System Requirement/ Approved Prototype, and changes in software shall be implemented accordingly at no additional cost to H&ME/ NHM, J&K. Time period for implementation of such change shall be mutually decided between approved Service Provider and H&ME/ NHM, J&K.
 - o. Changes in software, hardware and other infrastructure required as a result of any legislative, administrative, policy changes in HMIS processes and workflow shall not constitute change of 'Scope of Work' and need to be undertaken by approved Service Provider at no additional cost to H&ME/ NHM, J&K.
 - p. Any changes/ upgrades to software performed during O&M phase shall be subject to integrated testing by approved Service Provider to ensure that changes implemented in system meets the desired and specified requirements. Approved Service Provider shall be responsible for staging environment for testing of changes/ updates/ patches before applying them on production environment.
 - q. Ensure that all necessary measures are taken for smooth operation of HMIS solution.
 - r. Ensure that designated personnel from concerned hospitals are duly prepared and groomed in a progressive manner so as to operate the system on their own.
 - s. Ensure facilitation of smooth transition to new system at the expiry of the Project. Transition plan will need to be agreed between approved Service Provider, H&ME/ NHM, J&K as well as concerned healthcare facility(ies).
 - t. Ensure adherence to baseline performance SLA matrix as defined.
- iv) **Operation and Maintenance (O&M), if any:** Approved Service Provider shall –
- a. Carry out any requisite adjustments/ changes in configuration for implementing different versions of application software.
 - b. Provide from time-to-time updates/ upgrades/ new releases/ new versions of software and operating systems as required. Approved Service Provider shall have to provide free upgrades, updates & patches of software and tools to H&ME/ NHM J&K, as & when released by OEM(s)/ approved Service Provider, and implement the same after seeking necessary approvals from H&ME/ NHM, J&K.
 - c. Provide and apply regular patches to software including software, operating system, databases and other applications.
 - d. Provide for software license management and control. Approved Service Provider shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. Approved Service Provider must perform periodic audits to measure license compliance against No. of valid end user software licenses consistent with the terms & conditions of site license agreements and other mutually agreed upon licensed software terms & conditions and report to H&ME/ NHM, J&K on any exceptions to approved Service Provider terms & conditions, to the extent such exceptions are discovered.
 - e. Manage complete OEM's technical support for all licensed software problems and/ or questions, technical guidance, defect, and non-defect related issues. Approved Service

Provider shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.

f. Undertake regular preventive maintenance of licensed software.

v) **User Profiles and Account Management:** It include routine functional changes inter-alia user and access management, creating new report formats, and configuration of reports. Approved Service Provider shall -

a. Provide user support in case of technical difficulties in use of software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ ancillary to complete usage of application.

b. Perform User ID and Group Management Services. User-ID naming & protocol shall be designed and implemented for all User-IDs. Such naming convention and protocol shall be signed-off with the H&ME/ NHM, J&K.

c. Maintain access controls to protect and limit access to authorized end users of HMIS.

d. Provide administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support related to HMIS solution.

e. Undertake system administration tasks, such as managing access control system, creating and managing users etc.

f. Some of the above activity(ies) may need to be done before beginning of O&M phase.

vi) **Change Management and Capacity Building including Training of Users:** Approved Service Provider shall -

a. Impart training to staff of healthcare facility(ies) and other key stakeholders on the usage and maintenance of HMIS application.

b. Provide a change management plan to H&ME/ NHM, J&K which addresses various aspects of capacity building & training.

c. Propose different training modules for different user profiles at appropriate timelines.

d. Provide such additional training, as deemed necessary, to ensure that training imparted is comprehensive, complete and meets the Service Level Agreements.

e. Prepare training modules/ content to enable users for self-learning.

V. **Dashboard and Reporting:** Basic objective of intended system is to provide summarized, timely and accurate information to stakeholders to aid in day-to-day decision-making process as well as for long term strategic planning. Different modules shall have necessary reports/ outputs to meet the requirements of transaction processes. To get a holistic view of entire operation & management of Project, different stakeholders require to access data from different modules and interpret the same in a meaningful way. Hence, on top of all modules proposed to be developed, module for Management Information System (MIS) is required to be built which would present summary view of entire gamut of activities to concerned stakeholders to enable effective planning, monitoring, controlling and review of activities at different levels.

01. Proposed system shall provide extensive reporting options to address the needs of various levels. System shall provide drill down options and alert facilities for various levels to effectively control, monitor and review the Project.

02. Approved Service Provider shall submit various reports, including but not limited to the followings:

- a. Updation of documentation on successful completion of O&M operations for each quarter. It includes regular updation of all policies designed by approved Service Provider, updated system design documents, specifications, latest source code, application deployment files, configuration files for entire solution Software change logs etc.
 - b. Corrective action report in response to any audit finding(s)/ other concern(s) as identified by the H&ME/ NHM, J&K.
 - c. Monthly report on the Central helpdesk center operations.
03. *Any report which/ whose data is residing in HMIS system/ or can be arrived at by using some logic on available data will not fall/ qualify as change request.*

VI. **Change Request:** With respect to applicability of changes envisaged post prototype approval, the following is clarified:-

- 1) Changes till acceptance of prototype by H&ME/ NHM, J&K shall not qualify as change request.
- 2) Minor changes (changes requiring less than 5 person days and limited to 5 such changes per month), bug fixes, generation of different reports for HMIS using available data, error resolutions, configuration, performance tuning, mitigation of security observation during annual/ periodical audits, changes required to accommodate patches, upgrades etc. which are required for operation of project shall not qualify as change request.
- 3) Any change request which does not fall under the categories mentioned in Point (2) above, shall be done by approved Service Provider during implementation and/ or O&M phase without additional charge, subject to a capping of 10% of overall man-month effort of HMIS application for single or multiple cumulative change requests.
- 4) Once the limit of no additional cost change requests, as mentioned in point (3) above, is exhausted, further change requests would be discussed with H&ME/ NHM, J&K, and a decision would be taken by H&ME/ NHM, J&K w.r.t. cost component for any additional changes beyond the capped limit.
- 5) Estimation of man month effort for any such change, post acceptance of prototype will be subject to approval of H&ME/ NHM, J&K.
- 6) Functional requirements given in this SBD are indicative only and not exhaustive in any manner and/ or kind and/ or form. Participating participant(s) by responding to this SBD, deemed to have understood and agreed that requirements are subject to change at sole discretion of H&ME/ NHM, J&K.
- 7) All the development/ customization/ configuration/ deployment must meet the requirements for security, performance, ease of use for operations, administration and management.

VII. **Availability of Open APIs:** HMIS solution shall have open Application Programming Interface (APIs) for future integration of independent modules or systems with HMIS. These modules and systems should be able to use the functionalities and modules of HMIS and vice versa. Interfacing and integration may be required for various purposes. Present scope under this section is limited to provision of open APIs in HMIS. Approved Service Provider shall take care of security requirements of system while making provisions for open APIs.

VIII. **Adherence to Implementation Plan and Project Governance Structure:** Approved Service Provider shall -

- a. Ensure simultaneous implementation of HMIS solution at different project locations.

- b. Adhere to his roles and responsibilities with respect to design, development/ customization, implementation as well as operations and maintenance of HMIS solution across all project locations.
- c. Conform to defined institutional mechanism for project review and monitoring including risk management during entire contractual period.
- d. Maintain all documentation related to HMIS project including software artifacts with adequate traceability matrix and version control.

D. Functional Requirements to be met by HMIS Solution

HMIS is proposed to be a core, automated, scalable interoperable, and integrated software application, having a Web Portal interface accessible through intranet/ internet. Application will be accessible to health facility staff through LAN/ Intranet/ Internet. Entire application is envisaged to be deployed as per 'Centralized Model in Star Architecture', later scaled up to 'Mesh Architecture', where each health facility(ies) will be connected with each other.

Core modular, fully integrated and automated HMIS application will have interface for various types of users. Application and its functionalities should be granular and modular enough for authority(ies) to enable or disable any particular function of HMIS, at any given time, as per their requirement(s), without the need for a developer/ code level change/ custom UI change.

Application shall have all HMIS modules with complete integration between different modules and an efficient data sharing mechanism so that each module can showcase complete automated workflow functionality for seamless backend processing. Integrated core HMIS application shall have following accessibility channels:

1. HMIS Web Portal:

HMIS application web-portal shall have both static and dynamic information, accessible through any web browser via internet and intranet. Information to be displayed on web-portal will be such information available for public consumption through web-portal. Content for web-portal, reports/ information/ statistics which needs to be regularly published on web-portal for public viewing and consumption, will be finalized and provided by concerned Programme Division of State Health Society, NHM, J&K, in consultation with the Directorate(s) of Health Services, Jammu/ Kashmir.

2. HMIS Core Application: HMIS core application shall be accessible through any web browser via internet and intranet at all healthcare facility(ies)/ Department(s). Access to various modules and functionalities will be managed and controlled through 'Role Based Access Control (RBAC)'. Approved Service provider shall have to develop and deploy a comprehensive information control and display feature through these modules.

There will be unique healthcare ID(s) of patient(s), which will be used to track the patient(s) and enable them to avail different healthcare services in different Departments of healthcare facility(ies) across J&K. This will enable collation of medical record through various touch points within these hospital(s) thereby building patient Electronic Health Record (EHR). This will further result in taking better clinical decisions especially referrals from Primary to Secondary and Tertiary healthcare institutions, as well as gradually developing a comprehensive 'Disease Registry' in J&K over the years.

I. General Functional Requirements: System shall have various functionality(ies), including but not limited to the followings–

- a. allow Citizens to search for relevant information on Hospital/ Department and services provided by the Hospital.
- b. provide healthcare locator functionality (District Hospitals/ CHCs/ PHCs/ UPHCs/ Health & Wellness Centres) to locate nearest public healthcare facility.

- c. have personalized dashboard functionality for each user/ Department, with defined functions based on Role Based Access Control (RBAC).
- d. have a comprehensive search and advanced search component built in the system, available across various modules and sub modules of system. Online help pages shall also have search functionality so that user can search using the relevant keywords.
- e. have proper authorization and authentication mechanism.
- f. allow patient registration record to be automatically forwarded to dashboard of concerned Doctor/ Department.
- g. all specific module/ sub-module/ section wise audio-visual help content should be integrated to form a complete training of HMIS application & processes, and uploaded on HMIS system for free access, download and ready reference. Users should be able to download user manuals in PDF format.
- h. shall have a counter at the bottom of Web Portal Home page to record the No. of people hitting the website over Internet; this would help analyze the usefulness of information presented through Web Portal.
- i. support multi-lingual interface (minimum Hindi and English) as per localization and language technology standards for National e-Governance plan defined on e-Gov standards and guidelines published by the Government of India.
- j. shall have maximum select options, and very minimal free text option for entering information/ data.
- k. shall have 'Intelligent' suggestion feature based on pre-defined rules/ logic/ parameters.
- l. shall allow seamless flow of information/ data throughout the modules and sub-modules.
- m. shall have pre-defined forms with section marker, to allow auto population of data in reports. Template based forms/ sections/ screens are proposed for easy administration and usage.
- n. shall have configurable MIS and DSS functionality for administrators.
- o. shall have the option for purging, backups, restores, updates etc. which are performed at system administrator level not at user level, with proper documentation, version control and traceability.
- p. shall provide all application, data and database security prescribed by the Government of India.
- q. shall display real time occupancy details of wards, Average Length of Stay (ALoS), Beds and Department Allocation, Transfers, etc.
- r. shall have real time availability of MIS/ DSS for administrators enabling faster decision making.

II. **HMIS Functional Components:** Various functional components envisaged under requisite HMIS, shall cover all components of a State-of-Art HMIS Solution, inter-alia but not limited to the followings -

- a. Information Component providing different information to concerned stakeholders.
- b. Search Component with various search options.
- c. Interface Component for seamless exchange of data.
- d. Authorization component for approval of various service request(s) through a secured method.
- e. Integration component allowing integration with various other initiatives, predominantly Ayushman Bharat Digital Mission (ABDM), Pradhan Mantri Jan Arogya Yojana (PMJAY), SEHAT Scheme, e-Sanjeevani – National Tele-Consultation Service of MoH&FW Govt. of India, e-Aushadhi - Drugs & Vaccine Distribution & Management System (DVDMS), e-Raktkosh, Mera Aspataal, Bio-Medical Equipment Management and Maintenance

Programme (BEMMP), 102-108 Ambulance Services, Integrated 104 - Centralized Call Center cum Health Helpline, etc.

- f. Workflow component for linking all components, thus providing stakeholders a common platform which facilitate them to work, interact and manage various working processes distributed across different Department(s)/ healthcare facility(ies).
- g. Financial component allowing healthcare facility(ies) to manage hospital development and other funds in an effective manner.
- h. Suitable escalation matrix based on various SLAs defined to be defined for different activity(ies), and in accordance with its importance/ urgency, time frame defined, and level of escalation.

III. **HMIS Core Modules:** Predominantly, there will be 4-8 modules likely to be implemented in District Hospital(s), and 1-4 modules are likely to be implemented in a Community Health Centre(s), which will be a suitable mix of requisite modules from, but on any way not limited to following core modules of HMIS:

- 1) **Registration, Online & Walk-in patients:** System shall allow online registration of patients through HMIS Web -Portal/ Mobile App.
- 2) **Out-Patient Department (OPD):** System shall allow the facility to manage and schedule OPD of various Doctors within Departments.
- 3) **Emergency/ Casualty:** System shall allow patient categorization and registration through various means, alongwith other details like, preliminary treatment details given, and marking the same as Medico-Legal (MLC/ MLR) cases/ Brought Dead/ Referral cases, etc. System shall allow faster capture and retrieval of triage/ treatment details, whenever required, through User friendly options.
- 4) **In-Patient Department:** System shall allow to register, map and manage patients in various wards.
- 5) **Labour Room:** Among other information, which include, record assessment by Pediatrician post child birth, new born shifted to Post Natal Ward and kept under observation for 48 hours (Normal Delivery) or 7 days (Caesarean delivery), new born child shifted to SNCU for further treatment/ observation, etc., HMIS system shall be capable to update information/ data related to birth of a child to existing system, predominantly RCH and PFMS portal(s), if allowed by the MoH&FW, Govt. of India, using Interface Component.
- 6) **Operation Theatre (Surgery):** System shall allow scheduling of both Emergency and Elective surgeries, major as well as minor.
- 7) **Store/ Drugs Management:** System shall be able to take care of critical information that ensures that all medication required for properly treating the patient are adequately stocked and maintained to ensure Free Drug Policy in J&K. It shall be able to track and maintain the stock mentioned in Essential Drugs List. It shall have to be integrated with e-Aushadhi, the Drugs & Vaccine Distribution & Management System (DVDMS) implemented by the J&K Medical Supplies Corporation Ltd. (JKMSCL) with the support of C-DAC.
- 8) **Path Lab, Radiology and Imaging:** System shall –
 - a. have the provision for management of all kinds of Diagnostics Services, predominantly Pathology, Radiology, etc.
 - b. be capable to capture test results directly from testing equipments, if facility is available, or provide an option to Lab Technician to enter test results in a pre-defined format, alongwith provision for forwarding test results to Laboratory Doctor to authenticate each & every test result, before it to become 'Final Result', and before it can be printed or distributed online.

- c. have the provision to generate and send SMS alerts to OPD Patients' mobile number(s) as soon lab test reports are submitted and ready for printing.
 - d. have the provision to display test results on respective dashboards of Doctors/ Specialists and send required intimations to concerned staff with respect to IPD, Labour Room, Emergency, OT, etc.
 - e. have the provision to report investigations and enter clinical findings including diagnosis code, organ as per SNOMED, clinical diagnosis made by the Consultant.
 - f. have integration capability for Picture Archiving & Communication Systems (PACS) and allow for setting up a policy for automatic transfer and deletion of digital images from PACS. It shall also have streaming technology for facilitating faster viewing of images over Internet for PACS
 - g. be able to seamlessly handle inbound and outbound HL7 messages from any system that has similar capabilities across HMIS.
 - h. be DICOM compliant.
 - i. be capable to made available Reports on web/ through email, alongwith proper authorization and user authentication.
 - j. not allow selection of particular tests in case of breakdown of equipment or non-availability of tests. System should track such incidents and make it available on through the MIS and DSS for authorities to take corrective actions.
- 9) **Blood Bank:** System shall allow complete management of Blood Bank and shall be capable to be integrated with e-Raktkosh portal of the MoH&FW, Govt. of India.
- 10) **Birth and Death Registration**
- 11) **Ambulance Services:** System shall be capable to track all internal and external requests. It shall have the provision to track requests from various Departments within the hospital (s), like OPD, IPD, Emergency, Labour room, OT, etc. Likewise, it shall also have the provision to track ambulance requests made from outside Hospital through 102-108 Ambulance Service.
- 12) **Human Resource Module:** It shall be capable to maintain and manage staff information across various Departments within the hospital(s), broadly covering sanctioned posts, postings & transfers, roster management, trainings, deputations, leave, etc. It has to be integrated with existing HRMIS system functional under NHM.

IV. Other Requisites of HMIS Solution: In addition to standard HMIS modules, proposed solution should also be equipped with, but not limited to, following features:

- a. **MIS Reporting:** It will give authorized users the ability to have customized view of entire list of reports they use or intend to use. Required security will be applied to MIS Reporting providing restricted access as per different category of users within the hospital(s). System shall be able to generate various kinds of reports, including 'Fixed Reports' based on pre-defined logic/ query on screen with certain parameters (like date or period range though dropdown fields) in pre-defined query, 'Custom/ Ad-hoc Reports' as & when required by selecting any particular field, table or column (as per Database design). There shall be the option of exporting reports to different formats, like PDF, HTML, Word, Excel, or CSV, etc. All required reports, by H&ME/ NHM., J&K/ other stakeholders, must be immediately generated. The application architecture and the Database design must enable fast retrieval of data, supported by optimized 'HMIS' application interface.
- b. **Audit Trail:** Audit trail will be a detailed record showing who accessed the system/ application and what transactions/ operations have been performed by the concerned user during a given period of time. It shall not have a 'Delete' or 'Edit' right granted to any user

irrespective of any type or hierarchy as created in the system. The 'view' rights should also be controlled through RBAC in Admin Module.

- c. **Grievance Redressal/ Feedback/ Suggestions:** It is envisaged that users might face certain issues and challenges during their normal online/ offline interactions with the healthcare facility(ies). Some of them may also like to provide constructive feedback and suggestion(s) with regard to improvement areas in healthcare facility(ies)/ healthcare in J&K. These issues, suggestions and feedbacks may be of different nature and categories, and user(s) shall be able to reach out to concerned Officer(s)/ Official(s), especially with their grievances, if any. It is therefore required that even if any user is not registered in the system, they should be able to log their grievances for taking necessary corrective actions through HMIS. Therefore, application shall also allow unregistered users to send written requests (Grievances/ Feedback/ Suggestion(s), etc.) to a common inbox which may be suitably addressed and provide required details/ information to user on contact details provided by him/ her.
 - d. **Integration with External Applications and Systems:** HMIS core application is envisaged to be a completely automated and integrated software application to be used not only by internal hospital users, but also by Administration/ Patients/ various other quarters, to obtain various services provided by the healthcare facility(ies). Therefore, a standard mechanism of data exchange is required to be built and implemented by approved Service Provider to cater to requirements of external systems, predominantly including various flagship initiatives of the MoH&FW, Govt. of India as well as the Govt. of Jammu & Kashmir, and also include initiatives under NHM on PPP mode, so that impact on HMIS core application is minimal due to any external changes. System shall enable integration/ data exchange to and from any external application/ database which will happen only through an 'Interface Component' by using a standard data exchange protocol through a secure channel, utilizing said 'Interface component'.
 - e. **Integration with SMS Gateway:** SMS Gateway service will act as a common service, integrated with core HMIS application, and will be used to deliver SMS based services to all Citizens/ Patients and in some cases Doctors and other healthcare Staff. SMS Gateway will support both Push and Pull services wherein a common information service can be pushed to a group of people based on different criteria. A citizen/ patient can also request for specific information at the individual level through Pull based SMS service by sending a specific keyword to HMIS portal/ application.
 - f. **Integration with Mobile App:** Approved Service Provider shall have to make adequate provisions in HMIS application for its integration with mobile app to make the system widely reachable and accessible, especially with respect to the citizen interface. This mobile app shall be able to provide basic services like Patient Registration, Appointment Scheduling, Diagnosis Report and a Patient Dashboard. Similarly, the app shall enable an interface with Doctors/ healthcare staff to access the information relevant to them.
3. **Mobile App (Supporting Android & iOS):** A mobile app (supporting Android & iOS) with text, audio & video interface (approximately 50 screens with options of handling user input) both in Hindi and English needs to be developed. It should be freely downloadable app hosted on Google Play store.

Primary objective of this app will be to provide an easy and a smart interface to citizens for their health needs and will be used an interface between Citizens/ Health Officials and HMIS database.

This app shall provide functionalities like Registration, Appointment, Lab report viewing etc. under citizen interface. Health Officials and other stakeholders shall be able to see basic

reporting and dashboard related to various data being collated on HMIS server. Indicative content wise pages for mobile application include, but not limited to the followings –

- a. Splash Screen with Name of Mobile App,
- b. Page for Selection of Language – Hindi/ English,
- c. Menu Page with List of Icons,
- d. Health Schemes,
- e. Citizen Interface (Open access)
 01. Registration
 02. Appointment
 03. Diagnostic Reports (User input based)
 04. HMIS database access limited to self-data
- f. Health functionary (Login based access)
 01. Dashboards
 02. Reports

4. **Helpdesk Support/ Incident Management Services:** Approved Service Provider shall be responsible for providing help-desk service which will serve as a single point of contact for all ICT related incidents, information and service requests as well as grievance redressal. Approved Service Provider will provide a Single Point of Contact (SPoC) and also resolution and tracking status of incidents. Scope of Work will broadly include provision of requisite assistance to internal as well as external users regarding general information related to healthcare services, facilities, etc., along with information related to automated modules/ workflow in the application, interpretation of any errors, functionalities and usage, reporting issues/ problems with IT infrastructure, issues/ problems related with data hosting and/ or disaster recovery etc. Incident reporting channels include specific e-Mail account, Toll Free Phone Numbers, HMIS Web Portal/ HMIS Application, SMS, and/ or Mobile App. Helpdesk is envisaged to undertake following activities:

- a. Log issues/ complaints/ grievances related to application, IT infrastructure, Data Hosting, IT Systems, grievances related to services availability and quality etc., as under different categories and issue an ID number against each issue/ complaint/ grievance.
- b. Assign severity level to each issue/ complaint/ grievance and escalate the same to concerned Section/ Department/ Authority(ies), if required, as per escalation matrix defined by H&ME/ NHM, J&K.
- c. Track each issue/ complaint/ grievance to resolution, provide feedback and resolution to callers.
- d. Follow up on collection of reports, revisit and recording general feedback/ complaints on the services provided in healthcare facility(ies).

5. **Facility Management Services:** Approved Service Provider shall be responsible for facility management services for all IT, Non-IT and other items/ services during the contract period with following objectives and envisaged outcomes which approved Service Provider have to ensure throughout the contract period:

- a. Establish an effective and efficient infrastructure monitoring and management practices to ensure reliability, availability, quality of services and security of information system.
- b. Orient and handholding of staff in using HMIS.
- c. Exploit maximum benefit from HMIS by effective use of available technology in improving response time and productivity of users, thereby utilizing the investment for better services in identified healthcare facility(ies).
- d. Ensure compliance to audits and observations of Regulatory Bodies.

- e. Provide effective IT infrastructure, applications support and management tools.
- f. Enhance reliability and security of information system through centralized management of IT infrastructure adopting necessary measures and practices, including dynamic scalability, centralized & simplified management, improved quality of data storage, no risk of data loss, higher availability of systems & data, better management of security & access control.

E. Other Considerations:

- 1) **Technical Specifications:** Application solution must be web enabled, built on enterprise application platforms with sufficient flexibility for customization as per the requirements of H&ME/ NHM, J&K. HMIS solution must use Standard Relational Database.
- 2) **Technology Reference Architecture:** Application will have to be based on 3-tier architecture, also referred to as ‘multi-tier’ or ‘N-tier architecture’. All automated modules to be developed/ deployed by approved Service Provider shall comply with MeitY, Govt. of India Standards and Guidelines. It is recommended that approved Service Provider shall opt for Service Oriented Architecture (SOA) for implementing HMIS application modules.
- 3) **Language Support:** All functionalities must be provided with bilingual support i.e., in English and Hindi language. All the screens and templates should be in English. Where required, screen shall support Devnagri script. In addition, application shall support Unicode formats for text editing, file name, data storage.
- 4) **Application and Other Standards:** Following minimum technicalities shall be ensured in HMIS Solution:
 - a. Platform Flexibility - Web-Centric, Multi-Tier Architecture, Usage of Open Standards and Interoperability, Usage of XML based standard, wherever applicable, compliance to SOA and Web-services
 - b. Interoperability: Usage of Standard APIs, Service-Oriented Architecture (SOA) based, Support for multiple industry standard databases with ODBC, JDBC and Unicode compliance.
 - c. Usability: Applications should comply with Guidelines for Indian Government Websites.
- 5) **Compliance with Industry Standards:** Being an IT driven solution, intended HMIS solution will likely to be exposed to various challenges faced by IT systems/ cyber-world predominantly including cyber-attacks, violation of IT norms, etc., thus requiring increased emphasis on data security and integrity, to ensure implementation of solution not only as per applicable standards/ norms, but also in line with the requirements of ABDM. Accordingly, requisite HMIS solution should be complying with latest versions of various applicable standards/ other requirements, including but not limited to IT Standards of the Ministry of Electronics & Information Technology, Government of India (MeitY), applicable Medical Standards, including EHR-2016, suggested by the Ministry of Health & Family Welfare, Government of India, and other Industry Standards:

S. No.	Standard	Brief
1.	UHID	Unique Health Identifier, as a Unique (Primary or Secondary) Patient Identifier. UID should be used to identify a particular patient across all organizations (and their EMR systems)

S. No.	Standard	Brief
2.	Medical Standards	DICOM Compliant
3.	Imaging	Picture Archiving & Communications System (PACS)
4.	HL7 Clinical Document Architecture - Interoperability Standard for exchange of electronic health information	Likely to be used for exchanging the Clinical Documentation between two EHR Solutions, both Within an Organization and Outside
5.	WHO ICD 10 for Disease Classification	ICD-10 Coding is the International Standard Diagnostic Classification

F. Performance Metrics:

Some key considerations approved service Provider shall ensure that HMIS solution meet all functional, non-functional and management requirements, SLA requirements, Standards, Specifications and Performance prescribed, with following key acceptance criteria associated with clear, quantifiable metrics for accountability:

1. **Performance:** System will provide fast and steady response times. Maximum User Response Time shall be less than 3 seconds over WAN and less than 1 second over LAN, for the next screen to appear or the existing screen to refresh for submission of data. Speed and efficiency of system should not be affected with growing volumes, especially during Search Operations, Reporting, MIS, Online Processes and Batch Processes. System should be operational with good response time using low band width in hospital(s) of about 32Kb per user, especially for LAN and internet users. System shall support high variance in frequency as the volumes are not expected to be constant and may be subjected to variances in user behavior due to festivals, seasons, economic state of the Union Territory, Regulatory Changes, behavior of intermediaries, etc.
2. **High Availability:** All components of HMIS must provide adequate redundancy to ensure high availability of HMIS application. System shall be designed for 24x7x365 operations and meet all SLA requirements. Designing for availability assumes that systems will fail, and therefore systems must be configured to recover from component or server failures with minimum application outage. All components of HMIS should support SNMP protocol for effective monitoring and management. System shall be available for 99.5% of planned Uptime. Accepted planned Downtime should not be more than 60 minutes per month (2 alternate Sundays in a month at around midnight). Approved Service Provider needs to indicate critical components in the system and indicate plans for fail-over mechanisms.
3. **Security:** Implementation of HMIS must comply with the Standard guidelines of Information Security Management System (ISMS). Approved Service provider is expected to implement ISO 27001 for the project and should formulate standard security policy and procedures applicable for each of the entities separately.
4. **Version Control Management:** HMIS System must have versioning features to track and document and process revisions made.
5. **Scalability:** All components of HMIS must support scalability, vertical as well as horizontal, to provide continuous growth to meet the requirements and demands of H&ME/ NHM, J&K.
6. **Inter-operability:** Entire system with all subsystems should be interoperable and must seamlessly integrate with other applications developed/ being developed by the Government of India as well as the Government of Jammu & Kashmir for various healthcare purposes.

Operating systems and storage technologies from several suppliers must interact well with each other. These systems should support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/ data can be ported to any system, whenever desired.

7. **Access and Interface:** Systems must be user-friendly, intuitive and equipped with help/ support facilities.
8. **Server Based Computing:** Computing architecture must be Server based. Applications will reside in servers and will be accessed to users through other browser-based computing facility/ technology.
9. **Application Client:** The clients should be supported on latest versions of all popular browsers such as Microsoft Edge, Chrome, Mozilla Firefox, etc. It should also be multi-channel, compatible to web as well as mobile/ handheld devices.
10. **Information Ownership:** All information, including all plans, specifications, reports, customized software, other documents, patients and healthcare data received, acquired, processed, stored or transmitted by approved Service Provider for this project shall be the absolute property of H&ME/ NHM, J&K. By having responsibility to implement the solution, approved Service Provider does not acquire right(s) to the information or right(s) to transmit/ redistribute the information. Approved Service Provider shall have to understand that Civil, Criminal and/ or administrative penalty(ies) will apply for failure to protect information appropriately. Approved Service Provider must agree to and sign a Non-Disclosure Agreement with H&ME/ NHM, J&K that all the information as well as data will be protected using appropriate security measures. Any legal issues due to leakage or disclosure of information or data will be the liability of approved Service Provider and any cost incurred for resolution of the issue shall have to be borne by it besides the Civil, Criminal and/ or administrative penalty(ies).
11. **Intellectual Property Rights (IPRs)/ Source Code:** Any pre-existing IPRs of approved Service Provider shall continue to remain its property. All the IPRs arising out of this project, if any, shall be owned by the H&ME/ NHM, J&K. In addition, such a system shall not be allowed to be misused by quoting same software at other places In/ Outside the Country.
12. **Other Requirements:**
 - a. **Security:** Approved Service Provider –
 - i) must take rigorous provisions to prevent unauthorized alteration or damage to HMIS application, and all related applications and databases.
 - ii) must describe in detail all measures to be taken, including use of security infrastructure including end-point security, security policy & procedures, applicability of policies and security controls for physical, communication, assets, software licenses, equipment security etc.
 - iii) shall provide basic level of security by providing end users with username and password to access the application.
 - iv) shall deploy application only after it has undergone User Acceptance Testing (UAT) and is security audited by any CERT-In empaneled organization for Vulnerability Assessment (VA) and Penetration Testing (PT).
 - v) shall undertake and conduct all sorts of testing and follow a standard Software Testing Life Cycle (STLC) approach before deployment of application in a production environment.
 - vi) shall ensure additional layer of security to sensitive applications by deploying these behind application firewall.

Governance Framework established for the project shall ascertain what all measured risks that needs to be accepted; however, approved Service Provider shall at each such

occurrence/ incident be responsible for providing resolution in terms of correction, prevention and remediation throughout the project tenure.

b. **Backup and Recovery:** Approved Service Provider -

i) must design and successfully test backup and recovery capabilities.

ii) must describe this functionality, frequency of backup and provide reports to H&ME/ NHM, J&K. It is a must, that the facility to conduct such tests/ audits should be provided to H&ME/ NHM, J&K or any other nominated agency on behalf of H&ME/ NHM, J&K for audit purposes, as & when required.

iii) shall be responsible for data storage, backup and recovery measure that will be taken at each hospital(s) separately.

c. **IT Refresh Policy:** Approved Service Provider must replace/ refresh components during those instances which may have an impact on overall performance and accordingly may trigger SLA breaches.

d. **Development/ Deployment/ Customization Criteria:**

i) In order to achieve high level of stability and robustness of application, system development life cycle should be carried out using industry standard's best practices and adopting security constraints for access and control rights. Various modules/ application should have a common 'Exception Manager' to handle any kind of exception arising due to internal/ external factors. This will help ease of application maintenance and enhancements. Similarly, the modules/ application should be supported by 'Session' and 'Transaction Manager' for completeness of requests.

ii) Application shall be developed/ deployed, customized and hosted utilizing industry standard with commercially available tools. Approved Service Provider shall list all tools to be used to develop, customize, deploy and maintain the application, as well as hosting platform, hardware & software, and seek prior approval of H&ME/ NHM, J&K.

iii) Approved Service Provider shall take all reasonable care to protect the integrity of software application during development/ customization and deployment.

e. **Project Management and Plan:** Approved Service Provider -

i) must follow an established Project Management methodology conforming to the best practices of Project Management. Approved Service Provider must describe the methodology to be used.

ii) must provide NHM, J&K, within one week of Award of Contract, an Inception Report including detailed Project Plan for development, customization & deployment of application alongwith Performance Management System (PMS) tool. This Project Plan must include Project Charter, Work Breakdown Structure showing all proposed milestones & deliverables, and listing of all project issues & risks.

iii) must provide weekly status reports to H&ME/ NHM, J&K during development/ deployment effort as well as entire project implementation and maintenance phase, for the entire contract period. These reports must be submitted by close of business each Saturday and reflect status against Project Plan. Any falsification of these status reports or failure to inform H&ME/ NHM, J&K of issues impacting deliverables or timeframe of project may result in imposition of adequate penalty/ action by H&ME/ NHM, J&K.

f. **Version Control and Bug Fixing:** Approved Service Provider shall have to make any modifications to ensure that system is compatible with current & supported versions and releases of relevant operating system and other system software with all relevant documentation. It is a mandatory requirement that all relevant documentation be created, updated and maintained throughout the contract duration. Approved Service

Provider will also ensure that proper track of all bugs is maintained and are fixed as per various tests conducted on the application.

- g. **Future Changes/ Application Upgrades:** From time to time, changes in work process, legislations, policies, etc. may necessitate changes in HMIS application. Approved Service Provider shall have to make all such changes during the Contract period. When provided the specifications of change required, approved Service Provider must submit an estimate of work effort and cost for the change to H&ME/ NHM, J&K for approval.

G. Hosting Criteria:

- a. Approved Service Provider shall have to provide detailed deployment plan, including but not limited to, orderly processing of inventory, application version control, and load all application materials, assignment of user rights & security, and verification of correct functionality.
- b. Approved Service Provider must present deployment plan to the H&ME/ NHM, J&K for approval by the beginning of test period. It is necessary that application is suitably hosted as per implementation schedule alongwith necessary itemization of all hardware and /or software, as well as all ancillary requirements.
- c. HMIS application shall remain available on 24x7x365 basis, with scheduled downtime as mentioned in SLA parameter, including both planned & unplanned outage. Approved Service Provider shall have to state how availability is to be provided, including all measures such as mirrored servers. Approved Service Provider shall have to submit System Ability Report to H&ME/ NHM, J&K on monthly basis, and must indicate how availability can be verified.
- d. HMIS application must meet the standards for web accessibility. All web pages, static or dynamically generated, must comply as outlined in World Wide Web Consortium (W3C) Web Content Accessibility Guidelines. Approved Service Provider must test HMIS application with an available accessibility monitor, and with a leading accessibility tool. A test report should be submitted as part of relevant documentary proof.

H. Data Loss Protection: Approved Service Provider will need to implement comprehensive solutions with centralized workflow capabilities, integrated policies, and customized reporting, in order to manage data loss and protect sensitive data. They will also need to provide modular DLP program that offers capabilities across three main vectors: Data at Rest, Data in Motion, and Data at Endpoints. Approved Service Provider shall have to provide DLP policy and statement of applicability for each aspect of network, storage and end point, according to Scope of Work defined in SBD to H&ME/ NHM, J&K.

I. Training: Approved Service Provider shall be responsible for imparting training to the staff of concerned healthcare facility(ies) on developed application before Go-Live of each phase. Approved Service Provider responsible for training, shall work in coordination with concerned Programme Division of State Health Society, NHM, J&K. Right from planning of training to preparation of training material and delivery of training shall be done in consonance with concerned Programme Division. Approved Service Provider needs to carry out the followings as part of training exercise:

- i) **Developing Training Content** - Approved Service Provider shall ensure that training content is relevant to target trainees depending upon role(s) played by them. Training material should be illustrative enough for easy understanding of user(s) and smooth adaptability of HMIS software. Training material should carry specific sections, like Dos & Do Nots, Frequently Asked Questions, Things to Remember, etc. to make it more

interesting. There should be separate training materials for different level of users. Training materials should be revised on release of revised software.

- ii) Provision for Web Based Training (WBT) modules for all categories of employees. These modules should be interactive and easy to understand. Approved Service Provider shall also develop 'How to Use' videos for various modules of HMIS. These videos shall be uploaded by H&ME/ NHM, J&K on appropriate platforms.
- iii) Approved Service Provider shall submit training content to H&ME/ NHM, J&K for approval. It shall be submitted at least 15 days in advance before conducting training. H&ME/ NHM, J&K will review and provide comments on training content within 7 days of submission of draft training content. Approved Service Provider shall incorporate and implement changes suggested by H&ME/ NHM, J&K in training delivery and content.
- iv) Prepare Training Schedule: Objective of training is to ensure proper adaptation and use of HMIS software by end users. To meet this objective, approved Service Provider shall prepare training calendar for each phase of software development in consultation with H&ME/ NHM, J&K. Approved Service Provider shall organize both classroom sessions and hands on practice for the trainees.
- v) It is also proposed that training contents/ User Manuals be made available to users in downloadable (PDF) format so that they may download/ refer it for their own personal reference as & when needed. It is required that downloadable training content should have proper indexing and internal references, mapped with key words, to allow any user to search desired content with the help of those key words. It envisaged that any user will be able to search and read the directions/ information for only the part required by him/ her rather than looking through the entire PDF document and manually searching for the right content. On entering key words for search criteria, system should pull out and display the links to content as mapped. This feature should be dynamic with real time search availability, i.e., as soon as key words are changed; a new set of content links with page/ chapter references within the document should appear for selection. Once selection is made by the user, system should display PDF content.
- vi) Approved Service Provider needs to submit training completion report at end of training.
- vii) There shall not be more than 30 participants per batch of training.
- viii) Training of Trainees shall take place at respective hospital(s). Cost associated with participants/ trainees for attending training, if any, shall be borne by NHM, J&K. However, cost of trainers, as quoted by approved Service Provider, for conducting training, including travel, per-diem etc. shall be borne by the approved Service Provider.

J. Service Level Agreement(s): Key Performance Indicator(s), Baseline Performance and Penalty(ies) leviable with respect to breach of SLA(s) shall include, but not limited to the followings,

- 1. Team Mobilization:** Approved Service Provider shall have to mobilize the team for commencement of work within One (1) Week from the Date of Signing of Contract.
 - a. In case of any delay in mobilizing the team within One (1) week, on account of reasons beyond the control of approved Service Provider, H&ME/ NHM, J&K, may at its discretion, but without any obligation to do so, grant condonation of delay, and accordingly no penalty will be levied.
 - b. If case of mobilization of work force after one (1) week, but not exceeding three week(s) from the date of signing of contract, penalty of 5% of Total Project Cost will be imposed.
 - c. If case of any non-mobilization of work force within two (2) weeks, the H&ME/ NHM, J&K reserves the exclusive right to terminate the contract and take other actions pursuant to termination as per the provisions of SBD/ Contract.

2. **HMIS Application Availability:** It refers to total time for which application remains available to users for performing various activity(ies) and tasks. It shall be made accessible 24x7x365 days for usage by its stakeholders.

- a. Cumulative non-availability of application during Usual Business Hours, i.e., Unscheduled Downtime shall not be more than 9 Hours in a quarter.
- b. In case of Unscheduled Downtime beyond 9 Hours, penalty will be imposed as follows:

Unscheduled Downtime	Penalty Imposable
≥ 9 Hours < 12 Hours	2.5% of Quarterly Payment
≥ 12 Hours < 15 Hours	5% of Quarterly Payment
≥ 15 Hours	10% of Quarterly Payment

- c. If Unscheduled Downtime is consistently above 15 Hours for 2 Quarter(s) or more, then H&ME/ NHM, J&K will have the right to terminate the contract.

3. **Helpdesk Resolution Time:** It is the time taken, after an incident has been reported at helpdesk, in resolving, including diagnosing, troubleshooting and fixing, or escalating to 02nd level or to respective OEMs, getting confirmatory details from OEM and conveying the same to end user, services related troubles during 01st level escalation. Resolution time shall vary based on severity of incident reported at helpdesk. Thus, it is the lead time in which any complaint(s)/ query(ies) are to be resolved after being reported.

- a. Incident refers to any event/ abnormalities in functioning of application that may lead to disruption in normal operations of HMIS application.
- b. Depending upon nature, query(ies) will be categorized as –
 - i) High Priority Level Query(ies), i.e., query(ies) having greatest business impact, and usually relate to issues/ matters due to which users are not able to perform routine work for e.g., inability to log-in to system, non-functioning of any core module, etc.
 - ii) Medium Priority Level Query(ies), i.e., query(ies) having medium business impact, and usually relate to such issues/ matters due to which users are partially able to perform routine work for e.g., inability to approve any request through the system, etc.
 - iii) Normal Priority Level Query(ies), i.e., query(ies) having normal/ least business impact.
 - iv) Other query(ies), mostly involving enhancement requests.
- c. Accordingly, timelines to be maintained for resolving these queries(ies) will be as follows:

Nature of Query(ies)	Maximum Resolution Time Allowed	Performance Baseline
High Priority	4 Business Hours	All Calls to be Resolved
Medium Priority	8 Business Hours	At least 99.5% Calls to be Resolved
Normal Priority	2 Working Days	At least 98% Calls to be Resolved
Other Query(ies)	To be decided by NHM, J&K on case-to-case basis	

- d. Business Hours will be calculated from the date & time of logging the call/ raising the request.
- e. Approved Service Provider will have to provide Helpdesk Software/ Tool/ Mechanism to measure the same. It shall also provide H&ME/ NHM, J&K relevant information about Help Desk Resolution Time, alongwith historical information of the same. After categorizing Response Time, it shall be appropriately entered into Helpdesk Log.
- f. Approved Service Provider shall have to submit reports, duly verified by concerned users, regarding query(ies) and its resolution as per the maximum resolution time allowed.
- g. Delay of every 'Business Hour' will attract a 'Penalty per Hour', as per followings –

Nature of Query(ies)	Penalty per Hour (in Rs.)
High Priority	Rs.5,000.00
Medium Priority	Rs.3,000.00
Normal Priority	Rs.1,000.00
Other Query(ies)	To be decided by NHM, J&K on case-to-case basis

h. After Lapse of Resolution Time, Query(ies)/ Issue(s) shall be escalated as per Escalation Matrix.

4. Other SLA(s): Following is the indicative list of other Service Levels expected from the approved Service provider. This is an indicative list, and will be subject to revision from time to time during the currency of contract:

Indicator(s)	Performance Benchmark	Penalty(ies)
In case of any failure to meet either of the scheduled timeline(s), without explicit approval from H&ME/ NHM, J&K in light of force majeure clause	As per Scheduled timelines mentioned in this SBD	1% of Total Project Cost for per Week of Delay subject to maximum 4 Weeks' delay, after which Contract may be terminated.
Software upgradations during the Contract Period	Service Provider has to ensure regular upgradations of all the Software(s), indigenous as well as 3 rd Party, likely to be used in Project	In case of any failure, suitable penalty, maximum upto 10% of the Monthly Operational Cost, may be imposed, besides other necessary action, as deemed appropriate after suitable enquiry into the matter
Confidentiality of Data during the Contract Period, and thereafter, by the approved Service Provider and its Staff	In view of sensitivity of information, approved Service Provider shall have to ensure full confidentiality of all the data coming into its consideration during operation of Project and shall ensure that under no circumstances either approved Service Provider, or its staff, shall divulge/ reveal/ share any of the data with anyone except for purposes envisaged in SBD/ Contract for intended Project	In case of any failure either on part of the approved Service Provider, or its staff, MD, NHM, J&K, in addition to action envisaged under the Information Technology Act, 2000, may reserve the exclusive rights to impose Liquidated Damages upto Rs.100.00 Lakhs (Rupee One Crore) and initiate necessary action to Blacklist the approved Service Provider

Indicator(s)	Performance Benchmark	Penalty(ies)
Any other matter(s) associated with the Project	Approved Service Provider shall have to act as 'Trusted Partner' of the Govt. maintaining highest level of integrity and performance standards through the Contract Period, as extended from time to time	In case of receipt of any complaint, and after enquiry to be conducted by the Committee constituted by the MD, NHM, J&K in this behalf, it is found that the alleged act of approved Service Provider, or its staff, is detrimental to the interests of NHM/ Health Deptt., J&K, MD, NHM reserves the unconditional right to initiate necessary action against the approved Service Provider, including imposition of penalty, forfeiture of Performance Security, Blacklisting, etc., as deemed appropriate, after according reasonable opportunity of being heard to the approved Service Provider.

5. **SLA Reporting Procedures:** Approved Service Provider will -

- a. Prepare and submit SLA performance reports in an agreed upon format by 10th Day of every month falling after the end of a quarter.
 - b. Also, provide SLA performance report on monthly basis.
- The reports will include 'Actual Versus Target' SLA performance, a variance analysis and discussion of appropriate issues or significant events.

6. **SLA Monitoring**

- a. In addition to reports, to be submitted by approved Service, provider, the H&ME/ NHM, J&K will review its performance under the contract against various SLA(s) in each quarter, or at any periodicity, as deemed appropriate.
- b. The review will form basis of any action relating to imposing penalty or breach of terms & conditions of work order. Any such review can be scheduled or unscheduled.
- c. H&ME/ NHM, J&K reserves the right to appoint a 3rd Party Auditor to validate any SLA(s).

7. **Maximum Penalty for Breach of SLA(s)**

- a. Maximum penalty leviable in any quarter shall not exceed 15% of quarterly payments due to approved Service Provider.
- b. In case calculated penalty exceeds 15%, for two (2) consecutive quarters, H&ME/ NHM, J&K reserves the right to terminate the contract.
- c. In the event of termination of contract on the basis of non-performance of approved Service Provider as per SLA, it will be solely responsible for risk and cost factors thereunder.

8. **Outages:** Outages are instance(s) where users experience no response from application. Outages can be:

- i) **Unplanned:** It is defined as an event caused without prior notice where users experience no response from an application for whatsoever is the reason. This is within the scope of services of approved Service Provider.
- ii) **Planned Outage/ Scheduled Downtime:** It is defined as pre-scheduled downtime for preventive maintenance and health checks. It shall be subject to the followings:
 - a. Approved Service Provider must notify NHM, J&K as well as concerned hospital(s), in writing, regarding upcoming maintenance at least three (3) business days prior to scheduled downtime.
 - b. It shall not be scheduled during usual business hours.
 - c. Any planned/ scheduled downtime shall not be more than 12 hours, else it shall be considered unplanned outage and penalized accordingly.
 - d. Planned downtime will not be added to SLA downtime unless it runs into usual business hours of the following day.
 - e. Overall planned downtime shall not be more than 24 hours in a quarter.
 - f. Downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between NHM, J&K and the approved Service Provider. To reduce this time, various maintenance activities can be clubbed together with proper planning.
- iii) **Recording of Outage Period:** Recording of outages shall commence at the time of registering the call with approved service Provider and shall end when problem is rectified, and application/ service is available to users.
- iv) **Uptime** means, Aggregate No. of hours in any specified time during which application is actually available for use.
- v) Uptime Calculation for the month:

$$\{[(\text{Uptime Hours} + \text{Scheduled Downtime}) / \text{Total No. of Hours in Time period}] \times 100\}$$

K. Project Timelines

Following is the indicative timeline, calculated from the Date of Award of Contract, to carry out various implementation activities. Different activities are envisaged in project implementation cycle. It is, therefore, suggested that approved Service Provider shall conduct thorough assessment of all requirements, existing infrastructure, and site preparation requirements at the inception of project. All assessment reports shall be submitted to H&ME/ NHM, J&K for review and approval, which will form the milestones for HMIS project. It must be noted that these are only indicative timelines and milestones, and approved Service Provider is expected to submit a detailed project plan and resource allocation plan to H&ME/ NHM, J&K at the time of Award of Contract.

I. Implementation of HMIS in District Hospital(s) and selected CHC(s):

S. No.	Key Activity/ Milestone	Timeline
1	Project Plan	T + 7 Days
2	RACI Matrix	
3	Mobilization of Resources	
4	Requirement Gathering and Functional Requirement Submission	T + 14 Days
5	Submission of Technical System Design, Network Architecture, SRS Document	
6	Submission of Site Drawings, SOP, Manuals, Installation & Configuration Document	

S. No.	Key Activity/ Milestone	Timeline
7	Submission of Infrastructure Gap Analysis Report in District Hospitals	T + 14 Days
8	Design/ Development/ Configuration and Deployment of HMIS Solution in District Hospital(s)	T + 30 Days
9	User Acceptance Testing	T + 40 Days
10	Training & Capacity Building of Concerned Staff	T + 60 Days
11	Final Acceptance Testing and Go Live in all District Hospitals	T + 60 Days

II. Implementation of HMIS in Remaining CHC(s): Timelines for Implementation of HMIS Solution in CHC(s) shall be finalized in mutual consultation between H&ME/ NHM J&K and the approved Service Provider and shall be binding upon all the concerned(s)

L. Roles & Responsibilities: Detailed roles & responsibilities of various stakeholders are listed below:

I. Collective Responsibility of all Stake Holders:

1. Providing all support to other stakeholders as and when requested and required.
2. Taking the lead in resolving any project issues.
3. Active participation in all the phases of the project by dedicating time & resources.
4. Duly considering the project requirements before making any changes in internal operations with respect to processes, services, technology, legal & human resource areas.
5. Strict adherence to the timelines and service level agreements.

II. Approved service Provider: In addition to implicit roles and responsibilities imbibed in detailed Scope of Work stated in this SBD, approved Service Provider shall have to ensure the followings:

- a. Conduct detailed survey of all identified healthcare facility(ies), assess equipment required, including hardware, networking devices, any other infrastructure components required for implementation of HMIS and submit the same, alongwith specifications, to NHM, J&K.
- b. Designing System Requirement Specification (SRS), and other technical documents/ reports
- c. Development of UAT procedures and test cases.
- d. Conduct user training(s), both onsite and virtual, in consultation with concerned Programme Division of State Health Society, NHM, J&K and the Directorate(s) of Health Services, Jammu/ Kashmir.
- e. Rollout project simultaneously in all identified healthcare facility(ies). No. of modules to be implemented shall be decided by the H&ME/ NHM, J&K.
- f. Interface with external applications and delivery channels for seamless flow of data/ information.
- g. Developing/ deploying application software based on requirements specified.
- h. Facilitate procurement and implementation of hardware infrastructure for project as per specified requirements.
- i. Configure solution to facilitate access to application from all identified healthcare facility(ies)/ User(s).
- j. Provide application software and allied IT infrastructure maintenance support.
- k. Work in close coordination with H&ME/ NHM J&K, identified healthcare facility(ies), and other stakeholders; and provide relevant periodic reports to all concerned(s).

- l. Carry out activities as indicated in contract agreement and submit all the mentioned deliverables within stipulated timeframe.
- m. Ensure that timelines will be adhered to and take necessary actions to mitigate any slippage in timelines and risks envisaged.
- n. Ensure compliance to Service Level Agreement(s) defined in SBD.
- o. Submit hardcopies and softcopies of all deliverables, other than Source Code, to H&ME/ NHM, J&K as per timelines specified in contract agreement.
- p. All recommendations mentioned as a result of IT Security Review, Architecture Review, Code Review etc. must be implemented. Approved Service provider shall highlight the issues with appropriate facts & figures and suggest an alternative but equally viable solution and implementation plan as applicable.
- q. Implement a version control tool to record each & every version of software application release, as well as ensure that all security measures are in place to secure data, code or functionality and nothing is changed after UAT phase.
- r. Any change notified to H&ME/ NHM, J&K from UAT phase till deployment on production environment will be treated as breach of contract and H&ME/ NHM, J&K will take all necessary action within its jurisdiction, even leading to termination of contract
- s. Change request, if any, should be carried out as per defined change request procedure and directions of H&ME/ NHM, J&K.
- t. Approved Service Provider shall be responsible for imparting training to the staff of concerned healthcare facility(ies) on developed application before Go-Live of each phase, in coordination with concerned Programme Division of State Health Society, NHM, J&K. Approved Service Provider shall have to make adequate provision for circulating pre-training material, in electronic form and/ or hard copy(ies), to all participants at least seven (7) days before training.
- u. H&ME/ NHM, J&K will primarily be responsible for providing strategic directions during implementation phases and will act as final decision authority for key decisions/ deliverables. It will also be responsible for framing and issuing guidelines for implementation of project during pilot and/ or other roll out phases.

III. Identified Healthcare Facility(ies), including District Hospital(s) and Community Health Center(s): On behalf of Health & Medical Education (H&ME) Department J&K, role(s) and responsibility(ies) of identified healthcare facility(ies) in successful implementation of project include discharging following responsibilities on day-to-day basis:

- a. Set up a Committee (PC) for monitoring implementation of project.
- b. Provide requisite support to approved Service Provider for effective implementation of project.
- c. Identify and dedicate manpower required for implementation of project in phased manner.
- d. Provide support for organizational capacity building initiatives.
- e. Support approved Service Provider with respect to infrastructure setup.
- f. Work closely with approved Service Provider to undertake field work, comprehend requirements, document observations, oversee preparation of roadmap, develop/ customize application as per proposed re-engineered processes, etc.
- g. Help build capacity for healthcare staff, including administrative staff, so that they can work closely with approved Service Provider for developing/ customizing/ deploying the software and implement technical solution as required.
- h. Identify participants for training based on concerned modules going live during any particular phase.

- i. Provide civil and electrical infrastructure, furniture, Internet, projector, workstation, etc. for training purpose.
- j. Ensure that there is no unauthorized access at any of the restricted areas defined by approved Service Provider, without prior information and without maintaining proper log.
- k. Organize periodic meetings to review functionality issues and get the same resolved through appropriate level at which these are required to be resolved.
- l. Ensure appropriate IEC of project for encouraging citizens and other users to access various channels for availing services.
- m. List of identified healthcare facility(ies) is given as annexure 'A'. No. of healthcare facility(ies) is indicative and may vary during implementation of Project. Decision of the H&ME Deptt./ NHM J&K regarding No. of healthcare facility(ies) where Project has to be implemented as well as No. of module(s) to be implemented shall be final and binding upon the approved Service Provider.

IV. National Health Mission, J&K: On behalf of Health & Medical Education (H&ME) Department J&K, role(s) & responsibility(ies) of concerned Programme Division of State Health Society, NHM, J&K in successful implementation of Project, include but not be limited to the followings -

- a. Act as Nodal Point for all Project Management Activity(ies), monitoring and evaluation of project to ensure adherence to timelines and requirements, preparation of project reports, vetting of proposal(s), etc.
- b. Responsible for making key decisions, policy matters, vendor evaluation monitoring overall direction of project and its successful implementation in coordination with approved Service Provider and respective Directorate(s) of Health Services, Jammu/ Kashmir.
- c. Define service levels for identified services, ensuring service level adherence, implementation and sustainability of Project and subsequent rollout.
 - a. Frame and ensure policy, regulatory and other relevant changes.
 - b. Take appropriate decision on the mode and degree of integration of HMIS application with other Government Schemes and existing physical, digital and institutional infrastructure of various Government Departments, as required.
 - c. Decide upon rollout based upon common software, approach, etc.
 - d. Provide commitment and support to bring-in the process changes.
 - e. Coordinate, manage & monitor the receipt and utilization of financial support.
 - f. Coordinate and facilitate interactions between all the Stakeholders.
 - g. Provide requirement for change requests and decide penalty for non-compliance as mentioned in service levels for change requests. Approved Service Provider shall have to carry out change request(s) as per defined change control procedure. Decision of H&ME/ NHM, J&K on all such matters will be final and binding on approved Service Provider, and other stakeholders.
 - h. Review and monitor data digitization/ migration plans and their implementation, if any.
 - i. Provide guidance and clarifications to approved Service Provider.
 - j. Periodic SLA monitoring of system deployed by approved Service Provider in coordination with the Directorate(s) of Health Services, Jammu/ Kashmir.
 - k. Review of software requirement specifications, system design, hardware sizing/ scrutiny of deliverables for their compliance within scope of specifications.
 - l. Review technical documentation provided by approved Service Provider and ensure that it confirms to applicable Standards.
 - m. Review content, methodology and other documentation for user training.

- n. Extend support to approved Service Provider in change management initiative(s) and training Programme(s).
- o. Ensure appropriate IEC of project for encouraging citizens and other users to access the various channels for availing services.
- p. Periodic inspection of date storage, back-ups, DMS, and other systems, at least twice a year, deployed by approved Service Provider, ensuring corrective actions wherever gaps are observed.
- q. Validation and approval of configuration and monitoring parameters.

V. Directorate(s) of Health Services, Jammu/ Kashmir:

- a. Designate a Nodal Officer for monitoring and supervision of implementation of Project in identified healthcare facility(ies) in respective Division(s) in close coordination with concerned Programme Division of State Health Society, NHM, J&K.
- b. Manage, supervise and implement backend computerization of these identified healthcare facility(ies) with long term vision of H&ME Department Jammu & Kashmir.
- c. Periodic review of project plans and progress.
- d. Extend support to approved Service Provider in training Programme(s).
- e. Periodic inspection of date storage, back-ups, DMS, and other systems, at least twice a year, deployed by the approved Service Provider, ensuring corrective actions wherever gaps are observed.
- f. Periodic SLA monitoring in coordination with concerned Programme Division of State Health Society, NHM, J&K.
- g. Ensure appropriate IEC of project for encouraging citizens and other users to access the various channels for availing services.
- h. Ensure all requisite support to approved Service Provider as well as NHM, J&K from the staff of concerned healthcare facility(ies) in respective Division(s) towards successful implementation of HMIS.

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Section – III: Eligibility Criteria:

I. Technical Eligibility:

1. Individual participant, functioning as a Registered Legal Entity, inter-alia Company/ Society/ Trust registered under the Companies Act, the Societies Registration Act, the Trust Act respectively, or a Limited Liability Partnership (LLP), or an entity established under any law applicable in the Country, for past five (5) financial years, but in any case, not less than three (3) financial years.
 - ✓ In addition, Group of Participant(s) (maximum – 3), coming together as Consortium to implement the Project, can also submit EoI.
 - ✓ Lead Member should have 51% stake in the consortium and must also have all legal liabilities. Members of Consortium shall have to submit a declaration to that effect that:
 - a. Each member of Consortium shall have an independent, definite and separate Scope of Work allocated as per each member's filed of expertise; and
 - b. Notwithstanding their mutual agreement/ arrangements, they will commit to the Scope of Work, Rights and Liabilities and shall be answerable for the performance of obligations under this Bid jointly and severally.
 - ✓ Any change/ modification in Consortium, except Lead Member, during the currency of intended Project period can be made only after seeking approval from the Competent Authority
 - ✓ Any Individual, or Group of Individuals, is not eligible for submission of Bid.
 - ✓ In addition, no participant(s) can submit more than one proposal in any form, i.e., any individual participant (Company/ Society/ Trust/ LLP) cannot at the same time be member of any consortium submitting Bid for similar project.
 - ✓ Likewise, a member of a particular participating consortium cannot be a member of any other participating consortium submitting Bid for similar project.
2. Participant should have executed/ is executing project of designing/ development, deployment/ integration, implementation, operations & maintenance of HMIS, minimum Eight (8) modules, in at least five (5) reputed Private hospitals, or three (3) Public sector hospitals in India during preceding five (5) financial years.
3. Participant should at least possess ISO/ IEC 27001.
4. Participant, including its Director(s)/ Member(s), has not been found guilty/ convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country.

II. Financial Eligibility:

1. Participant, and in case of Consortium - Lead Member, should have minimum average annual Turnover/ Revenue from Operations, from similar/ healthcare services, of Rs.1.00 Crore (Rupee One Crore only) during preceding three financial years, i.e., 2018-19, 2019-20 and 2020-21.
 - ✓ This excludes revenue from any sale of item(s)/ equipment, but include revenue from Software as a Service (SaaS)
 - ✓ MSME(s)/ participant(s) registered as Start-Up with the Department for Promotion of Industry and Internal Trade (DPIIT) are waived off from financial requirement.
2. Participant, and in case of Consortium - All Member(s), should have Positive Net Worth, as per the audited financial statements of preceding three financial years, i.e., 2018-19, 2019-20 and 2020-21.

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Section – IV: Preparation and Submission of Response to SBD:

1. Bid Preparation: Bid(s) shall have to be submitted 'Online' under Two Cover System:

A. Cover 1st – Technical Cover:

1. Scanned copy of Tender Fees, EMD and/ or MSE (Udyam) Registration, in case any exemption is claimed as MSE.
2. Scanned Copy of affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by **1st Class Magistrate** stating that:
 - a. The bidding entity, including its Directors/ Members/ Sister Concern(s)/ Associated Company(ies), should not have been found guilty/ convicted by any Competent Court of India, or De-recognized/ Blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country.
 - b. If anything found wrong at any stage, bidding entity, and its authorized representative, shall be responsible and deem to any legal action against it.
3. Details of participant(s), as per annexure 'B'.
4. Undertaking, annexure 'C'.
5. Key features of proposed HMIS solution to be deployed, annexure 'D'.
6. Scanned copies of following documents, in-force at the time of uploading of proposal(s), duly Signed by authorized signatory, alongwith seal:
 - a. Certificate of Registration/ Incorporation under the Companies Act 1956/ 2013.
 - b. PAN Card of bidding entity viz., Company/ Society/ Trust, etc. and its Authorized Signatory.
 - c. GST Registration Certificate, alongwith latest GST Return 3B, i.e., for the month/ quarter ended April/ March 2022.
 - d. Statement regarding execution of project of designing/ development, deployment/ integration, implementation, operations and maintenance of HMIS, in Private and/ or Public Sector Hospitals in India during preceding five (5) financial years, annexure 'E'. **Work Order(s) alongwith Performance Certificates** regarding satisfactory completion of assignments should also have to be uploaded alongwith the same, specifically mentioning the assignments for Public/ Private Healthcare Facility(ies). **Both the documents i.e., Work Order as well as Completion/ Performance Certificates will have to be submitted, failing which such claims shall not be evaluated.**
 - e. Detail(s) of all 'On-Roll' manpower duly certified by the auditors of bidding entity.
 - f. Average annual turnover certificate, issued by the Chartered Accountant, with minimum average annual Turnover/ Revenue from Operations, from similar/ healthcare services during last three financial years, i.e., 2018-19, 2019-20 and 2020-21, not less than Rs.1.00 Crore, excluding revenue from any sale of item(s)/ equipment, but including revenue from Software as a Service (SaaS).
 - g. Certificate, issued by the Chartered Accountant, that the Participant, and in case of Consortium - all Member(s), are having Positive Net Worth, as per the audited financial statements of preceding three financial years, i.e., 2018-19, 2019-20 and 2020-21.
 - h. Board Resolution from participant/ members for submission of proposal, and if successful, to participate and undertake the project.
 - i. Signed copy of SBD, alongwith subsequent Corrigendum/ Addendum, if any

In case of ‘Consortium’, documents of lead partner should be submitted alongwith a binding **Memorandum of Understanding (MoU)** entered between all the members for purpose and expressly stating that in case of consortium being declared as successful, all members undertake to keep Consortium alive till completion of Contract.

Each Page/ Document to be uploaded in response to this SBD has to be signed by the Authorized Signatory, and shall bear his Name, Seal, Contact No. and Date, failing which such Page(s)/ Document(s) are liable to be Rejected.

B. Cover 2nd – Financial Cover:

- 1) In light of multiple aspects associated with implementation of Project, participating participant(s) shall have to quote **comprehensive monthly charges towards implementation of HMIS per healthcare facility**, as per BoQ, based on No. of module(s) to be implemented in healthcare facility(ies) i.e., 4-8 modules in District Hospital(s), and 1-4 modules in Community Health Centre(s):

S. No.	No. of Module(s) to be Implemented	A/cing Unit
1.	Implementation of Four (4) modules in each healthcare facility	Monthly charges for 4 modules per healthcare facility
2.	Implementation of Eight (8) modules in each healthcare facility	Monthly charges for 8 modules per healthcare facility
3.	Implementation of Twelve (12) modules in each healthcare facility	Monthly charges for 12 modules per healthcare facility
4.	Implementation of each additional module in each healthcare facility	Monthly charges per module per healthcare facility

2. Provision of HMIS software/ application, its operation & maintenance alongwith regular updation during the contract period shall be the exclusive responsibility of approved Service Provider.
3. Comprehensive monthly charges shall incorporate all cost element(s), inter-alia software designing/ customization/ testing/ deployment charges including base software & associated licenses cost, if any, cost towards provision of periodic updates, data hosting charges, provision of operational & technical support, both onsite & offsite, helpdesk service charges, web-site/ portal development & maintenance charges, other incidental expenses, etc., likely to be incurred in implementation of HMIS in each healthcare facility. **No additional charges shall be paid.**
4. Approved Service Provider shall have to ensure requisite manpower, **excluding Data Entry Operator(s)**, as per its own feasibility, for development/ customization, deployment, and regular operation & maintenance of HMIS solution in identified healthcare facility(ies) on ‘as & when required’ basis. Working on HMIS solution shall have to be undertaken by the Administrators, Medical, Para-Medical and other designated staff of identified healthcare facility(ies). Approved Service Provider shall have to ensure manpower for training of concerned staff of identified healthcare facility(ies).
5. All major IT hardware, inter-alia Desktop Computer(s)/ Thin Client(s), UPS(s), Server(s), Printer(s) [Laser/ Multi-Function], Barcode Printers, Barcode Scanners, Wall Mount & Floor Standing Racks, Switches, etc., required for implementation of Project shall be procured by NHM, J&K, through State Health Society/ concerned healthcare facility(ies)/ any other agency, as deemed appropriate, as per the specifications provided by approved Service Provider. Likewise, LAN networking, if required, shall have to be undertaken by concerned healthcare facility(ies) as per the specifications provided by approved Service Provider. In

case during the course of contract, it will come to the notice of this office, from any source whatsoever, that approved Service Provider has either recommended any unwarranted equipment or any equipment with wrong/ inappropriate specification(s), which otherwise could have been avoided, NHM, J&K will take stern action against the approved Service Provider, including forfeiture of pending payments & performance security guarantee as well as imposition of penalty equivalent to ten (10) times the cost of such equipment. This will be in addition to other recourses available with this office.

6. To ensure proper evaluation of SBD(s), participating participant(s) shall have to quote rate(s) for each of the above block(s), failing which it shall be presumed that such participant(s) are willing to provide such Non-Quoted Services/ Blocks on 'Free-of-Cost' basis.
7. It is for information of all participating participant(s) that above-mentioned rates are for evaluation of SBD(s) only. To ensure optimum utilization of available funds during limited implementation of HMIS solution in one or more healthcare facility(ies), NHM J&K may be at absolute liberty to consider one or more combination of rates coming into force, as per above-mentioned block(s) of HMIS modules. To understand the contention of NHM J&K, participating participant(s) shall consider following indicative illustrations -
 - a. In case of implementation of eight (8) modules in a District Hospital, rates coming into force for eight modules shall apply.
 - b. In case of implementation of five (5) modules in a District Hospital, least of the following rates shall apply:
 - i. Rates applicable for eight (8) modules; or
 - ii. Rates applicable for four (4) modules plus rate for one additional module.
 - c. Similarly, in case of implementation of eleven (11) modules in a District Hospital, least of the following rates shall apply:
 - i. Rates applicable for twelve (12) modules; or
 - ii. Rates applicable for eight (8) modules plus individual rate(s) for three (3) additional module(s); or
 - iii. Rates applicable for four (4) modules plus four (4) modules plus individual rate(s) for three (3) additional module(s).
8. No representations regarding any inadvertency of quoted rate(s) shall be entertained. Therefore, participants are advised to carefully read the SBD document before quoting rates in BoQ. In case of any doubts, they may seek clarifications, through e-mail, from this office, as per time schedule mentioned in SBD.
9. Rates shall have to be quoted inclusive of GST/ other taxes and charges. In case, intended participant(s) fail to mention any amount with respect to GST, it shall be presumed that amount of GST has been subsumed in Basic Rate(s).
10. In case of any change or revision of GST, or its equivalent in any new tax structure, payment will be made as applicable. Documentary evidence(s) for payment of applicable tax(es) will have to be provided by the approved Service Provider.
11. Rates are to be quoted in Indian Rupee (INR) only.

C. Other considerations regarding Submission of Response to SBD:

1. Participant(s) shall prepare and upload response(s) strictly in accordance with the terms & conditions set forth in SBD. Complete response(s) shall have to be uploaded positively by or before the due date in the manner and form as detailed in this SBD. Response(s) submitted in any other manner will not be accepted.

2. It will be the responsibility of participating participant(s) to mention any special offers clearly in Technical Cover only. However, any Technical Cover containing commercial/ financial information regarding proposal(s) shall be considered as 'Non-Responsive'.
3. All the documents uploaded by participating participant(s) shall be valid at the time of uploading of response, duly signed by authorized signatory alongwith date and seal of bidding entity.
4. In view of long duration of project, it will be the responsibility of approved Service Provider to get its documents renewed/ updated, wherever and whenever required. In case of any default in renewal/ updation of documents, State Health Society, NHM, J&K may withhold the payments due in favour of Approved Service Provider and initiate appropriate necessary action.
5. Pages of response to SBD shall be clearly numbered, indexed and stamped with the office seal of participating participant(s).
6. **Complete process will be on-line through e-Procurement Portal of Jammu & Kashmir viz. www.jktenders.gov.in. Participant(s) have to upload response(s), both technical/ financial, on said portal only, and not to submit in physical form.**
7. Participant(s) are expected to examine carefully the contents of SBD. Failure to comply with the requirements of SBD will be at participants' own risk and make the bid(s) non-responsive.
8. Participant(s) shall provide all information sought under this SBD. Tendering Committee will evaluate only those response(s) which are in required formats and complete in all respects. Incomplete and/ or conditional response(s) may be liable for rejection outrightly.

2. Clarifications:

- a. Intended participant(s) requiring any clarification(s) with respect to the content, terms & conditions, etc. mentioned in SBD, may submit its query(ies), and suggestion(s), if any, on e-mail ID: mdnhmjk@gmail.com till **04th June 2022 upto 1600 Hrs.** After stipulated date & time, no query(ies)/ representation(s) of any sort shall be entertained.
- b. Queries shall be clearly stating the content, terms & conditions/ clause No., alongwith relevant page No. of SBD, and concern(s) of intended participant(s), alongwith suggestion(s) if any.
- c. Intended participant(s), as well as all other stakeholders, are free to raise query(ies)/ concern(s) relating to successful and effective implementation of project in J&K. However, such query(ies) should be alongwith substantiating reason(s) for requisite change(s)/ modification(s)/ updation(s)/ deletion(s) in SBD and should not be merely a vague attempt to delay the selection process.
- d. Participant(s)/ authorized representative(s) should point out to Tender Inviting Authority regarding embitterment, if any, in writing by or before **04th June 2022 upto 1600 Hrs.** Thereafter, participant(s)/ authorized representative(s) will have no legal right to confer or to represent on any ground.
- e. Tender Inviting Authority at its sole discretion may also hold further discussions with the intended participant(s), or its authorized representatives, to finalize any other issue(s) related with the project. This would be common for all the intended participant(s).

3. Amendments/ Modifications in SBD:

- a. All the query(ies)/ concern(s) of intended participant(s), received by **04th June 2022 upto 1600 Hrs.**, will be examined by the Committee and necessary changes in bid

condition(s), if deemed appropriate by the Committee, may be made after seeking approval from the Competent Authority.

- b. Any corrigendum/ addendum, if issued, shall be the integral part of terms & conditions of SBD and will be published on website(s): <https://jktenders.gov.in> and www.jknhm.com.
- c. To allow reasonable time to intended participant(s) for taking into consideration the clarifications/ modifications/ amendments issued, if any, and accordingly submit bid(s), Tender Inviting Authority may, at its sole discretion, but not under any obligation to do so, extend last date for submission of online response to SBD by issuing appropriate addendum uniformly for all participants. All such addendum will be published on website(s) – <https://jktenders.gov.in> and www.jknhm.com;
- d. All the intended participant(s) are advised to remain updated through above-mentioned website(s). State Health Society, NHM, J&K, or any of its Officer/ Official, will not be responsible, in any manner whatsoever, in case of any failure on part of intended participant(s) to keep themselves updated through these websites

4. Bid Validity Period and Extension thereof:

- a. Response(s) submitted by intended participant(s) shall remain valid for a period of **180 (One Hundred and Eighty) days** from the last date for submission of online Response(s) to SBD.
- b. In exceptional circumstances and prior to expiry of original proposal validity period, Tender Inviting Authority, may request the participant(s) to extend the period of validity for a specified additional period, **not exceeding 90 (Ninety) days** from the expiry of original Response validity date. All communication(s) in this regard, including request of Tender Inviting Authority and the participant's response towards the same shall be in writing.
- c. In case of any extension of validity period is requested by the Tender Inviting Authority, response(s) of all such participant(s), who fails to extend validity period of its bid(s), shall be deemed to have been rejected.
- d. Validity period of the response to SBD of approved Service Provider shall be automatically extended till the date on which Contract is signed.

5. Modification/ Substitution/ Withdrawal of Response(s): Response(s) once uploaded, are not allowed to be modified, substituted or withdrawn by participant. Therefore, it is emphasized upon all the intended participant(s) that all the requirements and the terms & conditions of SBD shall be carefully studied for successful submission of complete and comprehensive response. Failing to comply with any of the requirement(s) and/ or terms & conditions will lead to rejection of such response, even if it is the most competitive offer.

6. Acknowledgement by Participant(s):

- a. It shall be deemed that by submitting the response, participant(s) have:
 - i. made a complete and careful examination of SBD.
 - ii. received all relevant information requested from the Authority.
 - iii. satisfied itself about all matters, things and information required for submitting an informed bid, execution of Project in accordance with bidding document and performance of all of its obligations thereunder.
 - iv. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the

Agreement.

- v. acknowledged that it does not have a Conflict of Interest.
- vi. agreed to be bound by the undertakings provided by it under and in terms thereof; and
- b. Tender Inviting Authority, or any of the Officer(s)/ Official(s) of NHM, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to SBD or this selection process, including any error or mistake therein or in any information or data given in SBD.
- c. It shall be deemed that by submitting the response, participant(s) agrees and releases the Mission Director, NHM, J&K and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the selection process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

7. Earnest Money Deposit (EMD):

- a) Bid(s) shall be accompanied with an Earnest Money Deposit of **Rs.5,00,000.00 (Rupees Five Lakhs only)**, without which bid(s) will not be considered as valid and will be rejected outrightly.
- b) In reference to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, MSE(s) registered for instant/ similar services are exempted from submission of EMD. MSE(s) desirous to claim any exemption(s) shall have to establish their eligibility for these exemptions as per Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) read with Notification of the Govt. of India, Ministry of Small-Scale Industries, published in the Gazette of India, Extraordinary, Part II – Section 3 – Sub-Section (ii), vide S.O. 1702(Eo) dated: 01st June 2020.
- c) EMD shall be in the form of CDR/ FDR, from any Scheduled/ Nationalized Bank, pledged to the FA & CAO, NHM, J&K.
- d) EMD shall remain valid for a period of one (1) year, to be reckoned from the last date for submission of online bids.
- e) Participant(s) have to upload scanned copy of CDR/ FDR in the technical cover. Successful participant shall have to deposit EMD, in original, in the office of FA&CAO, State Health Society, NHM, J&K. It has to be ensured that original EMD shall be the same as uploaded during online submission of bid(s). Any variation between the copy of EMD uploaded and the original EMD may lead to outright rejection of the bid of successful participant alongwith initiation of necessary action against such successful participant.
- f) EMD in any other form will not be accepted. Bids submitted without sufficient EMD shall summarily be rejected.
- g) Without prejudice to any other right(s) or remedy(ies) that may be available to Tender Inviting Authority as per SBD and/or agreement, or otherwise, EMD shall be forfeited, under following conditions:
 - i. If the participant withdraws or modifies bid, or impairs or derogates from bid in any respect, during the period of bid validity, as specified in this SBD and as extended by mutual consent of respective participant, or after opening of bids.
 - ii. If any participant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this SBD.
 - iii. If it is established that the information/ documents furnished by participant(s) is incorrect, false, misleading or forged.

- iv. If there is any kind of dissolution between the members of Consortium, applicable for all members including lead member of Consortium, during the bid validity period.
- v. In addition to above-mentioned conditions, in case of successful participant, if the successful participant -
 - 1) fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards rate contract.
 - 2) fails to execute the agreement within specified time or extended time by the Competent Authority on the request of participant(s).
 - 3) fails to deposit Performance Security Deposit within the prescribed time.
 - 4) fails to provide services as per rate contract/ agreement within prescribed time; or
 - 5) violates any terms & conditions of the tender document/ agreement.
- h) Bid Security (EMD) of successful participant(s) will be adjusted towards Performance Security Guarantee and is to be refunded after completion of contract period.
- i) EMD of unsuccessful participant(s) will be returned stage-wise, i.e., bid security of unsuccessful participant(s) during technical/ financial evaluation shall be returned within 30 days of declaration of result of respective evaluation(s).
- j) EMD lying with State Health Society in respect of any other tender, awaiting approval or rejected or on account of contracts being completed, shall not be adjusted towards EMD for this tender. EMD may, however, be taken into consideration in case bids are re-invited for similar work.
- k) In case Tender Inviting Authority decides to terminate selection process, or abandon the Project at any stage, it will promptly release all the EMDs.

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Section – V: Opening and Evaluation of Response(s):

1. ***Finalization of selection process shall be on Least Cost (L-1) basis, amongst technically qualified participant(s).***
2. Firstly, Technical Cover(s) will be opened in the office of State Health Society, NHM, J&K at Regional Institute of Health & Family Welfare, Near Sainik School, Kandoli Nagrota, Jammu on 18th June 2022 at 1100 Hrs.
3. After opening Technical Cover(s), preliminary evaluation of all response(s) will be made, in light of documents solicited in SBD for acceptance/ rejection of bids. Proposal(s) not containing all the requisite documents may be rejected during preliminary evaluation.
4. Detailed evaluation of documents, uploaded by participant(s) in response to SBD, shall be made by Tendering Committee to ensure eligibility of participant(s), as per Eligibility Criteria including Turnover, Work Experience, etc., stipulated in Section – III of this SBD. ***Document(s) which have been expired three (3) months prior to date of publication of SBD and require renewal/ applied for till last date of uploading of proposals, shall not be entertained at all.***
5. During evaluation of proposal(s), Committee may, at its discretion, but without any legal obligation to do so, ask for meeting with all/ any participant(s) to seek clarification(s) on their response(s). No change in prices or substance of bid shall be allowed. In addition, any post bid clarification at the initiative of participant(s) shall not be entertained. Shortfall information/ documents, if required to be solicited, will only be with respect to historical documents which pre-existed at the time of bid opening and have not undergone change since then.
6. Participant(s) found 'Eligible', including Turnover, Work Experience, etc., will qualify for opening of Financial Cover. Date and Time of opening of financial cover shall be notified separately through website(s) <https://jktenders.gov.in> and www.jknhm.com.
7. Financial proposal(s) of participant(s) complying with eligibility criteria, as per SBD, will be opened and evaluated. Accordingly, participant quoting '**Lowest Rate(s)**' for implementation of Project in identified healthcare facility(ies) will stand Successful, and therefore eligible for issuance of Letter of Intent (LoI).
8. In case of any tie between two, or more proposal(s), being the Lowest, Committee will consider Work Experience of respective Participant(s) and accordingly, participant(s) having more work experience, as per document(s) already submitted, will be considered for issuance of Letter of Intent (LoI). Final decision in the matter rests with the Evaluation Committee which will be at liberty to take appropriate decision after recording the reasons/ justifications in writing and seeking approval from the Tender Inviting Authority.
9. Evaluation Committee reserves the right to reject any or all proposal(s) on the basis of any deviation(s) without assigning any reason thereof.
10. Response to the proposal(s) shall be complete and unconditional. Any conditional response(s) will be summarily rejected.
11. Decision of Mission Director, NHM, J&K, being the Tender Inviting Authority, regarding evaluation of responses, or any other matter associated with SBD, shall be final and binding upon all the parties.

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Section – VI: Award of Contract, Execution of Agreement, Contract Duration, Effectiveness of Contract, Validity of Rates, and Performance Bank Guarantee:

A. Issuance and Acceptance of Letter of Intent (LoI) and Execution of Agreement:

1. After finalization of SBD, and subsequent acceptance of discovered price(s) by the MoH&FW, Govt. of India as well as approval from the Competent Authority, Letter of Intent (LoI) will be issued to successful participant.
2. Within one week from the date of issuance of LoI, successful participant shall have to submit original copy of acceptance of the same, duly stamped and signed by the Competent Officer having authority to bind the bidding entity, to the FA&CAO, NHM, J&K and shall have to execute an agreement, on Non-Judicial Stamp Paper of Rs.100/-, in this regard with NHM J&K. Stamp duty, if any, payable on the agreement shall be borne by successful participant.
3. Officer signing the LoI and entering into agreement, on behalf of successful participant, with NHM J&K shall have written Approval/ Board Resolution regarding the same.
4. Successful participant shall be party to the Agreement as a 'Confirming Party'. Successful participant shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to the Mission Director, NHM, J&K and get clarifications before signing the agreement. After execution of agreement, no communications regarding change in terms & conditions shall be entertained.
5. Successful participant shall also have to execute such further documents and deeds as may be required.
6. In reference to Office Memorandum No. F.1/1/2021-PPD dated: 21st April 2022, issued by Procurement Policy Division of the Department of Expenditure, Ministry of Finance, in case of failure on part of successful participant to sign the agreement within fifteen (15) days from the date of acceptance of LoI, or within the extended time, if allowed by the Competent Authority, entire selection process shall stand terminated with immediate effect.

B. Project/ Contract Duration: In view of existing scenario coupled with the over-arching Ayushman Bharat Digit Mission (ABDM), intended HMIS solution may be deployed in identified healthcare facility(ies) for a period of five (5) years, **extendable on annual basis**, subject to successful implementation of intended modules in these healthcare facility(ies) as well as annual approval(s) from the MoH&FW, Govt. of India and the Health & Medical Education Department J&K.

C. Effectiveness of Contract:

1. Approved Service Provider shall immediately start the assignment for implementation of HMIS in identified healthcare facility(ies) as per scheduled of timeline mentioned in this SBD. At all stages, wherever required, approved Service Provider shall have to take necessary approvals from Mission Director, NHM, J&K, or the Committee constituted to oversee the progress of the project.
2. Contract will only be considered effective from the date of Go-Live in respective healthcare facility(ies).
3. Predominantly, there will be 4-8 modules likely to be implemented in District Hospital(s), and 1-4 modules are likely to be implemented in Community Health Centre(s). However, based on nature of facility(ies), workload, available infrastructure, etc., H&ME/ NHM J&K may require approved Service Provider to implement lesser No. of HMIS modules in some of the healthcare facility(ies).
4. Facility-wise actual No. of modules to be implemented in respective healthcare facility(ies) will be decided by concerned Programme Division, after seeking approval from the

Competent Authority and in light of rates coming into force as a result of this selection process vis-à-vis funds available for implementation of the Project.

5. Likewise, No. of healthcare facility(ies) is indicative and may vary during implementation of Project.
6. Decision of the H&ME Deptt./ NHM J&K regarding No. of healthcare facility(ies) where the Project has to be implemented as well as No. of module(s) to be implemented shall be final and binding upon the approved Service Provider.

D. Validity of Rates and Escalation Clause:

1. Rates coming into force as the outcome of this selection process shall remain valid for the entire contract period and will be subject to following price escalation.
2. Approved cost shall be annually escalated by Five Percent (5%), to be calculated on the rates of year – 1, for each subsequent year(s), for e.g., if the approved rate is Rs.100/- for year - 1, then rate for each subsequent year(s) shall be increased by Rs.5/- (i.e., 5% of Rs. 100), as compared to the rate of immediately preceding year(s). Accordingly, rate applicable for year – 2 will be Rs.105/- and for year – 3 will be Rs.110/-, and so on.
3. First annual escalation shall be payable after completion of 01st Year of Project from its Going Live in respective healthcare facility(ies).
4. After successful completion of the contract period of five (5) years, to ensure transition of Project to H&ME/ NHM, J&K, the Rate Contract, coming into existence as a result of this process, may be extended, if deemed appropriate by the Competent Authority, for such another period on similar Rates and terms & conditions as in vogue at that time.
5. In case, approved Service Provider will be awarded any contract for similar services, as per the Scope of Work defined in this SBD, on the prices lower than those offered for NHM J&K, it shall immediately bring the same to the notice of Mission Director, NHM, J&K, failing which and pursuant to any such Award of Contract coming to the notice of this Office from any other source(s), Mission Director, NHM, J&K will be at liberty to impose suitable penalty, as deemed appropriate, against approved Service Provider besides initiating other necessary action in this regard.
6. Any amendment to the contract shall be in writing only.

E. Performance Bank Guarantee (PBG):

- i. Approved Service Provider, for due and faithful performance of its obligations during the contract period, will have to furnish Performance Bank Guarantee (PBG), @ **3% of Total Project Cost**, in favour of FA&CAO, State Health Society, NHM, J&K at the time of execution of contract.
- ii. PBG shall be in the form of unconditional, unequivocal and irrevocable Bank Guarantee issued by any Scheduled/ Nationalized Bank.
- iii. PBG shall remain in force till six (6) months after completion of contract period as defined in agreement executed in this behalf.
- iv. PBG shall be refunded after satisfactory completion of contract and after satisfying that there are no dues outstanding against approved Service Provider.
- v. State Health Society, NHM, J&K will not pay any interest on PBG.
- vi. PBG may be forfeited, wholly or partially, in case approved Service Provider -
 - a. fails to provide services as per the contract/ agreement within prescribed timeline(s); or
 - b. violates any terms & conditions of SBD/ agreement.
- vii. In case Proposal Inviting Authority decides to terminate the Project at any stage, it will promptly release PBG after satisfying that there are no dues outstanding against the approved Service Provider.

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Section – VII: Schedule of Payment(s):

- a. Approved Service Provider shall submit invoice(s), in **triplicate**, in the office of State Health Society, National Health Mission, **Nagrota (Jammu)/ Old Secretariat (Srinagar)**, duly accompanied by record of services provided, duly verified by the designated Nodal Officer(s) of concerned healthcare facility(ies).
- b. Invoices shall be supported with substantiating/ other monitoring reports. Alongwith invoice(s), approved Service Provider shall have to submit status report on performance against agreed KPIs, duly verified by designated Nodal Officer(s) of identified healthcare facility(ies).
- c. Invoice(s) for services rendered during a particular Quarter, alongwith performance reports duly verified by designated Nodal Officer(s) of identified healthcare facility(ies) shall be submitted to State Health Society, NHM, J&K, by 10th of month falling after the end of concerned Quarter. It shall be the responsibility of approved Service Provider to co-ordinate with designated Nodal Officer(s) of identified healthcare facility(ies) regarding the same.
- d. Payment shall be made after deduction of penalty leviable, if any, on account of breach of any SLA(s), and Statutory Dues, as applicable.
- e. State Health Society, NHM, J&K shall make every endeavor to release payment(s) immediately upon receipt of invoice(s) alongwith verification report(s).
- f. State Health Society, NHM, J&K shall use the website/ online dashboard for monitoring, cross verification, sample verification of performance reports.
- g. Payment shall be made by PFMS. Expenses on this account, if any, shall be borne by the approved Service Provider.
- h. No advance payments/ mobilization advance shall be made.

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Section – VI: Other Terms and Conditions:

1. **Sub-Contract:** No part of bid can be sub-contracted to any party, except consortium partners.
2. **Non-Disclosure Agreement:** Approved Service Provider shall have to execute a 'Non-Disclosure Agreement' with H&ME/ NHM, J&K
3. **Change in Consortium:** Any change in consortium, other than Lead Partner, may be resorted too only in extreme conditions, inter-alia, repeated non-performance of such consortium partner(s), insolvency/ bankruptcy/ blacklisting such consortium partner in any other Project/ for other reasons. Any such change shall be subject to the followings:
 - a. Prior approval, in writing, from the Mission Director, NHM, J&K will be required before undertaking any such change.
 - b. Incoming partner shall have same, or higher, financial technical and legal capabilities than outgoing partner to the satisfaction of NHM, J&K.
 - c. In case of non-acceptance of any such request by the Mission Director, NHM, J&K, or non-availability of suitable new consortium partner, shall constitute breach of the terms & conditions of Contract, and may lead to termination of contract.
4. **Change Orders and Contract Amendments**
 - a. H&ME/ NHM, J&K may approach approved Service Provider for making any changes within the general Scope of Contract.
 - b. If any such change causes major deviation in the cost of, or the time required for, approved Service Provider's performance of any obligation(s) under the Contract, an equitable adjustment shall be made in Contract Price or in Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by approved Service Provider for adjustment under this Clause must be asserted within 30 days from the date of approved Service Provider's receipt of such change order.
 - c. Prices to be charged by approved Service Provider for any related services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by both the parties, and shall not exceed the prevailing rates charged to other parties by approved Service Provider for similar services. However, acceptance of the same by NHM, J&K will be only after its reasonability.
5. **Confidentiality of Information:**
 - a. NHM, J&K, approved Service Provider and all other stakeholders shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any 3rd Party any documents, data, or other information furnished directly or indirectly by other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
 - b. Approved Service Provider, or any of its Director(s)/ Member(s)/ Employee(s) shall not use the documents, data, and other information received from NHM, J&K/ healthcare facility(ies) for any purpose other than services required for performance of Contract.
6. **Exit Management:** Approved Service Provider shall provide H&ME/ NHM, J&K or its nominated agencies with a recommended exit management plan ('Exit Management Plan') which shall deal with at least the following aspects of exit management in relation to SLA as a whole and in relation to Project Implementation, Operation & Management SLA and SoWs:
 - a. A detailed program of transfer process that could be used in conjunction with a substitute Service Provider including details of means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of services and of management structure to be used during the transfer.

- b. Plans for communication with approved and any related 3rd party as is necessary to avoid any material detrimental impact on operations as a result of undertaking the transfer; and
- c. If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and handholding during transition period to NHM, J&K/ healthcare facility(ies), its nominated agencies, and substitute Service Provider for a reasonable period, so that the services provided continue and do not come to a halt.
- d. Approved Service Provider shall re-draft Exit Management Plan annually so as to ensure that it is kept relevant and up to date.
- e. Each Exit Management Plan shall be presented by approved Service Provider to, and approved by NHM, J&K.
- f. In the event of termination or expiry of SLA, Project Implementation, Operation & Management SLA or SoWs, each party(ies) shall comply with the Exit Management Plan.
- g. During exit management period, approved Service Provider shall use its best efforts to deliver the services.
- h. Payments during Exit Management period shall be made in accordance with the Terms of Payment Clause.
- i. It would be the responsibility of approved Service Provider to support substitute Service Provider during transition period.

7. Cancellation/ Termination of Contract:

- A) Mission Director, NHM, J&K, after seeking comments from the Committee/ associated Agency(ies) inter-alia including Directorate of Health Service(s), Jammu/ Kashmir, may terminate the contract if the approved Service Provider:
 - i. withdraws/ modifies its offer after acceptance.
 - ii. fails to execute the agreement and furnish the required Performance Bank Guarantee within the stipulated time.
 - iii. fails to provide the proposed services as per the scheduled timeline.
 - iv. fails to rectify the system within permissible time.
 - v. fails to fulfil any other contractual obligations.
 - vi. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT.
 - vii. changes Consortium Partner without seeking explicit prior approval from the Mission Director, NHM, J&K.
 - viii. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency.
 - ix. upon any enquiry initiated by the Mission Director, NHM, J&K, on receipt of any written complaint, found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.
- B) In addition to (A) above, State Health Society, NHM, J&K reserves the right to terminate, by prior written notice, the whole or part of the Contract/ Work order. The notice of termination shall specify that termination is for Deptt.'s convenience, the extent to which performance of work under the Contract/ work Order is terminated and the date on which such termination becomes effective.
- C) Cancellation/ Termination of the project, if required, will be considered only after according approved Service Provider a reasonable opportunity of being heard.
- D) In reference to Office Memorandum No. F.1/1/2021-PPD dated: 21st April 2022, issued by Procurement Policy Division of the Department of Expenditure, Ministry of Finance, in case of cancellation/ termination of Contract due to failure of approved Service Provider to sign

the Contract within the specified period, or provision of Performance Security Guarantee, or otherwise withdrawing from the process, State Health Society, NHM, J&K may impose any such obligation(s) and condition(s), as deemed necessary, to ensure an efficient transition and effective business continuity of project and approved Service Provider will be obliged to comply with the same.

- E) Any loss sustained by State Health Society, NHM, J&K, as a result of re-tendering the contract due to backing out by approved Service Provider, shall be recovered from such defaulting participant out of its Performance Security Deposit or from any of its pending payment(s), as the case may be.

8. Arbitration:

- a. **Dispute:** Either party, including Purchase Committee of State Health Society, NHM, J&K, upon receipt of any information from the Directorate of Health Services, Jammu/ Kashmir or the concerned healthcare facility(ies) or any other stakeholder(s), as well as the approved Service Provider, is entitled to raise any claim, dispute or difference, of whatever nature arising out of or in connection with the NIT, including its existence or validity or termination (collectively called as “Dispute”), by giving written notice to the other party, which shall contain:
- i. Description of dispute
 - ii. Ground for such dispute
 - iii. Written material in support of its claim
- b. Other party shall, within thirty (30) days of issuance of dispute notice, furnish:
- i. Counter claim and defenses, if any, regarding the dispute; and
 - ii. All written material in support of its defenses and counter claim.
- c. **Dispute Resolution by Amicable Settlement:** Within thirty (30) days of issuance of notice by any party, both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty (30) days of receipt of notice referred above, same shall be referred to the Mission Director, NHM, J&K for its reference to arbitration.
- d. **Dispute Resolution by Sole Arbitrator:** In addition to (c), dispute may also include any dispute arising out of contract with regard to interpretation, meaning and breach of the terms of contract. Upon receipt of information, Mission Director, NHM, J&K will appoint an officer as Sole Arbitrator for the dispute, who will not be related to this contract for resolution of dispute. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty (30) days from the date of receipt. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by Mission Director, NHM, J&K to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor.
- e. Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable to successful participant shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- f. **Final Appeal:** If the officer designated as Arbitrator fails to dispose off the grievance filed within the period, or successful participant or Purchase Committee or any other person aggrieved by the order passed by the Arbitrator, he/ it may file an Appeal before the Mission Director, NHM, J&K being the final Appellate Authority whose decision shall be final and binding upon all the Party(ies).

- g. **Governing Law:** This NIT shall be governed by and construed in accordance with the Laws of Jammu & Kashmir and the Laws of India, as applicable to Jammu & Kashmir.
- h. **Venue of Arbitration:** Venue of arbitration shall be the place from where contract has been issued.

9. Saving Clause:

- a) In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.
- b) Failure of either party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:
 - i. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - ii. Has informed the other party, in writing, as soon as possible, but in any case, not later than forty-eight (48) hours from occurrence, about the occurrence of such an event.
- c) For purposes of this Clause, Force Majeure means an event or situation beyond the control of approved Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the approved Service Provider. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- d) For avoidance of any ambiguity, it is expressly clarified that following event(s) shall not qualify under “Force Majeure”:
 - i. Failure on part of the approved Service Provider to implement any Disaster Contingency Planning, Back-up and other Data Safeguards required for uninterrupted services as per the terms & conditions of the Contract, even though against natural disaster, fire, sabotage or other similar occurrence.
 - ii. Any negligence in performance of services, which directly causes any breach of security like hacking, virus attacks, including Ransomwares, etc.

10. Fraud and Corruption: Participant(s) and any of their personnel, observe the highest standard of ethics during the selection process, and contract execution and refrain from Fraud and Corruption. For the purposes of this clause, terms Corrupt Practice, Fraudulent Practice, Collusive Practice, Coercive Practice and Obstructive Proactive, shall mean and include, but not limited to the followings:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

- vi. “misuse of resources”, which means improper use of resources, carried out either intentionally or through reckless disregard;
- vii. “theft” which means the misappropriation of property belonging to another party.
- b. NHM, J&K rejects a proposal for Award of Contract if it is determined that the participant(s), any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- c. In addition to legal remedies available in this regard, NHM, J&K may take other appropriate actions, including declaring mis-procurement, if NHM J&K determines at any time that the participant(s)/ its representatives are/ were engaged in any corrupt, fraudulent, collusive, coercive, or obstructive practices during selection process, and/or execution Contract, and without participant(s) having taken timely and appropriate action satisfactory to this office to address such practices when they occur, including by failing to inform this office in a timely manner at the time they knew of the practices.
- d. Pursuant to these Anti-Corruption Guidelines and in accordance with prevailing sanctions policies and procedures, NHM, J&K may sanction any participant(s)/ its representatives, either indefinitely or for a stated period of time, including by publicly declaring such participant(s)/ its representatives ineligible (i) to be awarded or otherwise benefit from any contract; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded any contract.
- e. In case of occurrence of misuse of resources and theft, NHM J&K will take remedial actions as deemed appropriate, after considering the detailed facts.

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

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

Provider, of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.

12. Miscellaneous:

- a. No oral conversations or agreements with any Officer or Official of NHM, J&K shall affect or modify any terms of this SBD. Any alleged oral agreement or arrangement made by the participant(s) with any Officer/ Official of NHM, J&K shall not affect the definitive agreement that results from this selection process. Oral communications by NHM, J&K to an entity shall not be considered binding on NHM, J&K. Similarly, any written material provided by any person other than NHM, J&K shall not affect the implementation of contract unless approved and agreed to by NHM, J&K.
- b. Participant(s) that are found to be canvassing, influencing or attempting to influence the concerned in any manner, including offering bribes or other illegal gratification to any Officer/ Official of NHM, J&K, for getting the contract issued in its favour can be disqualified from the process at any stage without any notice in this regard.
- c. Information contained in this SBD is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that participant(s) require. NHM, J&K in its absolute discretion, but without being under any obligation to do so, may relax/ change/ modify the terms & conditions, including scope of work in any exigency, excluding fundamental changes/ basic conditions, after approval of the same by the Mission Director, NHM, J&K. Such updation/ change/ modification shall be uploaded on the respective website(s) – <https://jktenders.gov.in> and www.jknhm.com and will become part and parcel of this SBD.
- d. Proposal Inviting Authority, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. cancel the selection process and/ or amend and/ or supplement the process or modify the dates or other terms & conditions relating thereto,
 - ii. consult with any participant(s) in order to receive clarification or further information,
 - iii. retain any information and/ or evidence submitted by any participant(s), and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by any participant(s).
- e. All other issues that may come up during the course of this process shall be decided by the Mission Director, NHM, J&K and his decision shall be final and acceptable to all the concerned without any further recourse of any sort whatsoever.
- f. This Selection Process shall be governed by, and construed in accordance with, the Laws of India and the Courts in Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the process.

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

I/ We have read the above terms & conditions and I/ We agree to abide myself/ ourselves by all the above terms & conditions of this Standard Bid Document (SBD).

In Acceptance

Sig. & Seal of Authorized Signatory
Contact No.:
e-Mail ID:
Date:
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List of Healthcare Facility(ies) Identified for Implementation of HMIS in J&K

I.) District Hospital(s):

S. No.	Division(s)/ District Hospital(s)
A.)	Jammu Division
1.	Govt. Hospital, Gandhi Nagar, Jammu
2.	District Hospital, Doda
3.	District Hospital, Kathua
4.	District Hospital, Kishtwar
5.	District Hospital, Poonch
6.	District Hospital, Rajouri
7.	District Hospital, Ramban
8.	District Hospital, Reasi
9.	District Hospital, Samba
10.	District Hospital, Udhampur
B.)	Kashmir Division
1.	JLNM Hospital, Rainawari, Srinagar
2.	District Hospital, Anantnag
3.	District Hospital, Bandipora
4.	District Hospital, Baramulla
5.	District Hospital, Budgam
6.	District Hospital, Ganderbal
7.	District Hospital, Kulgam
8.	District Hospital, Handwara (Kupwara)
9.	District Hospital, Pulwama
10.	District Hospital, Shopian

II. Community Health Centre(s):

S. No.	Division(s)/ District(s)	Name of CHC(s)
A.)	Jammu Division	
1.	Doda	CHC Bhaderwah
2.	Doda	CHC Gandoh
3.	Doda	CHC Thathri
4.	Jammu	Govt. Hospital Sarwal
5.	Jammu	Rajiv Gandhi Hospital
6.	Jammu	CHC Akhnoor
7.	Jammu	CHC Bishnah
8.	Jammu	CHC Chowki Choura
9.	Jammu	CHC Jourian
10.	Jammu	CHC Khour
11.	Jammu	CHC Kot Bhalwal
12.	Jammu	CHC Marh
13.	Jammu	CHC R.S. Pura
14.	Jammu	CHC Sohanjana
15.	Kathua	Mahatma Gandhi Hospital
16.	Kathua	CHC Bani
17.	Kathua	CHC Basohli
18.	Kathua	CHC Billawar
19.	Kathua	CHC Hiranagar

S. No.	Division(s)/ District(s)	Name of CHC(s)
20.	Kathua	CHC Parole
21.	Kishtwar	CHC Marwah
22.	Poonch	CHC Mandi
23.	Poonch	CHC Mendhar
24.	Poonch	CHC Surankote
25.	Rajouri	CHC Darhal.
26.	Rajouri	CHC Kalakote
27.	Rajouri	CHC Kandi
28.	Rajouri	CHC Nowshera
29.	Rajouri	CHC Sunderbani
30.	Rajouri	CHC Taryath
31.	Rajouri	CHC Thannamandi
32.	Ramban	CHC Banihal
33.	Ramban	CHC Batote
34.	Ramban	CHC Gool
35.	Reasi	CHC Katra
36.	Reasi	CHC Mahore
37.	Samba	CHC Ghagwal
38.	Samba	CHC Ramgarh
39.	Samba	CHC Vijaypur
40.	Udhampur	CHC Chenani
41.	Udhampur	CHC Ramnagar
B.)	Kashmir Division	
42.	Anantnag	MCCH Anantnag
43.	Anantnag	CHC Achabal
44.	Anantnag	CHC Bijbehara
45.	Anantnag	CHC Dooru
46.	Anantnag	CHC Kokernag
47.	Anantnag	CHC Seer
48.	Anantnag	CHC Shangus
49.	Bandipora	CHC Dawar
50.	Bandipora	CHC Hajan
51.	Bandipora	CHC Sumbal
52.	Baramulla	CHC Chandoosa
53.	Baramulla	CHC Kreeri
54.	Baramulla	CHC Pattan
55.	Baramulla	CHC Rohama
56.	Baramulla	MCH Sopore
57.	Baramulla	CHC Sopore
58.	Baramulla	CHC Tangmarg
59.	Baramulla	CHC Uri
60.	Budgam	CHC Beerwah
61.	Budgam	CHC Chadora
62.	Budgam	CHC Charar-e-Sharief
63.	Budgam	CHC Chattergam
64.	Budgam	CHC Khan Sahib
65.	Budgam	CHC Kremshore
66.	Budgam	CHC Magam
67.	Budgam	CHC Nagam
68.	Budgam	CHC Pakherpora
69.	Ganderbal	CHC Kangan

S. No.	Division(s)/ District(s)	Name of CHC(s)
70.	Kulgam	CHC D.H. Pora
71.	Kulgam	CHC Qazigund
72.	Kulgam	CHC Yaripora
73.	Kupwara	CHC Kralgund
74.	Kupwara	CHC Kralpora
75.	Kupwara	CHC Kupwara
76.	Kupwara	CHC Langate
77.	Kupwara	CHC Sogam
78.	Kupwara	CHC Tangdar
79.	Kupwara	CHC Zachaldara
80.	Pulwama	CHC Pampore
81.	Pulwama	CHC Rajpora
82.	Pulwama	CHC Tral
83.	Shopian	CHC Keller
84.	Shopian	CHC Zainapora
85.	Srinagar	Gousia Hospital Khanyar

Note(s):

1. During implementation of project, H&ME/ NHM J&K without any legal obligation to do so, intends to implement requisite No. of HMIS modules in respective healthcare facility(ies), however, intended participant(s) shall have to take into consideration that in view of various limitations, actual No. of modules to be implemented in respective healthcare facility(ies) may vary.
2. Predominantly, there will be 4-8 modules likely to be implemented in District Hospital(s), and 1-4 modules are likely to be implemented in Community Health Centre(s). However, based on nature of facility(ies), workload, available infrastructure, etc. No. of modules to be implemented in particular healthcare facility(ies) may increase or decrease.
3. Facility-wise actual No. of modules to be implemented in respective healthcare facility(ies) will be decided by concerned Programme Division, after seeking approval from the Competent Authority and in light of rates coming into force as a result of this selection process vis-à-vis funds available for implementation of the Project.
4. Likewise, above-mentioned No. of healthcare facility(ies) is indicative and may vary during implementation of Project. Decision of the H&ME Deptt./ NHM J&K regarding No. of healthcare facility(ies) where the Project has to be implemented as well as No. of module(s) to be implemented shall be final and binding upon the approved Service Provider.
5. In case of any further information/ clarification regarding healthcare facility(ies), intended Participant(s) may contact following Officer(s)/ Official(s) of concerned Programme Division of State Health Society, NHM, J&K:
 - a. Dr. Parveen Yograaj, Divisional Nodal Officer – Jammu/ Nodal Officer – HMIS [Contact No.: 9419181040]
 - b. Mr. Junaid Ahmad Zaroo – Associate Programme Manager [Contact No.: 9419250634].

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

Detail of Participant(s)

(to be Submitted on Letterhead of Participating Organization)

S. No.	Particulars	To be filled in by the Participant
(1.)	Detail of Participating Entity	
(a)	Legal Name	
(b)	Legal Status (Company/ Society/ Trust/ LLP)	Copy of documentary evidence to be uploaded
(c)	Date of Establishment/ Incorporation of Bidding Entity	Copy of documentary evidence to be uploaded
(d)	PAN	Copy to be uploaded
(e)	GST No.	Copy to be uploaded
(2.)	Registered Address	
(3.)	Contact No.	
(4.)	e-Mail ID	
(5.)	Website	
(6.)	In case of Consortium, similar details of all the Consortium Partner(s) alongwith Scope of Services to be provided by them, has to be given	Copy of Consortium Agreement to be uploaded
(7.)	Detail of Authorized Person	
(a)	Name	
(b)	Designation	
(b)	Date of Board Resolution authorizing such Person to Sign the Proposal/ Other Document(s)/ Correspondence with NHM, J&K.	Copy of Members'/ Board Resolution to be uploaded
(c)	PAN of Authorized Person	Copy to be uploaded
(d)	Mobile No.	
(e)	e-Mail ID	
(7.)	Detail of 'On Roll" Manpower	Certificate from Auditors to be uploaded
(8.)	Average Annual Turnover of last three (3) financial years	Certificate issued by Chartered Accountant to be uploaded
(9.)	Net Worth of last three (3) financial years	Certificate issued by Chartered Accountant to be uploaded
(10.)	Total Experience in Providing Similar Services to Public/ Private Healthcare Services in India (in Nos.)	
(a.)	No. of Public Healthcare Services where HMIS Services have been provided during past five (5) years	Year-wise Details alongwith Bed Strength of Public Healthcare Facility(ies)

S. No.	Particulars	To be filled in by the Participant
(b.)	No. of Private Healthcare Services where HMIS Services have been provided during past five (5) years	Year-wise Details alongwith Bed Strength of Private Healthcare Facility(ies)
(11.)	Quality Management Certification (s)	Copy(ies) of all the Certificate(s) to be uploaded
(12.)	Information Security Management Certification(s)	Copy(ies) of all the Certificate(s) to be uploaded
(13.)	Whether HMIS solution offered to NHM J&K is Self-Developed or provided by 03 rd Party	
(14.)	Whether Bidding entity, including its Directors/ Members/ Sister Concern(s)/ Associated Company(ies), have been found guilty/ convicted by any Competent Court of India, or De-recognized/ Blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country	
(a)	If 'No'	An affidavit, on Non-Judicial Stamp Paper of Rs.100/-, duly attested by 1 st Class Magistrate, to be submitted
(b)	If, In case, as on date of bidding, any action or suit or proceeding or investigation is lying pending against the bidding entity, or its Directors/ Members/ Sister Concern(s)/ Associated Company(ies), at Law or in equity before any Court or before any other Judicial, Quasi-Judicial or other Investigation/ Regulatory authority, for offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country, the outcome of which may constitute an event of default or impair the operations of the Project in J&K in any manner whatsoever,	Detail(s) of all pending litigation(s)/ any investigation(s) inter-alia name of Investigating Agency, Charge(s)/ Offense(s) for which investigation(s) was/ were launched, date since pending, present status and all other relevant information to be disclosed. Further, in such case(s), intended participant(s) shall also have to submit an affidavit to the effect that pending outcome of the action or suit or proceeding or investigation, as the case may be, if any such participant will be declared successful and accordingly awarded the Contract after finalization of selection process, it shall undertake to indemnify NHM, J&K, through irrevocable Bank Guarantee for 100% Project. This additional Bank Guarantee will be over & above the Performance Security Guarantee stipulated in SBD, and shall remain in force till completion of pending action or suit or proceeding or investigation against bidding entity/ its Directors/ Members/ Sister Concern(s)/ Associated Company(ies), or completion of the Contract Period, whichever is earlier

In Acceptance

Sig. & Seal of Authorized Signatory

Contact No.:

Date:

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UNDERTAKING

(to be Submitted on Letterhead of Participating Organization)

To

The Mission Director,
National Health Mission,
Jammu and Kashmir

Subject: Undertaking regarding Request for Proposal (SBD) No.: 01 of 2022 for Implementation of HMIS in Identified District Hospital(s) in the UT of J&K

Sir,

1. I, _____ (**Name of Authorized Person**), working in the capacity of _____ (**Designation of Authorized Person**) with M/s _____ (**Name of Bidding Entity**), having Registered Office at _____, have been authorized by the Board/ Committee, vide Resolution/ Power of Attorney passed/ executed on _____ (**Date of Board Resolution/ Execution of Power of Attorney**), to represent, and sign requisite documents including bid document(s) for and on behalf of, my organization in the selection process initiated by NHM, J&K for implementation of HMIS in identified District Hospital(s) in the UT of J&K, as per detailed specifications and terms & conditions mentioned in SBD, for a period of five (5) year(s), extendable every year on annual performance basis and subject to approval by the MoH&FW, Govt. of India.
2. I/ We declare that vide above-mentioned Board Resolution/ Power of Attorney I have been given the capacity to bind my organization towards implementation of the ambitious project of the NHM, J&K.
3. I/ We hereby agree to abide by all terms & conditions laid down in the SBD read with the Corrigendum/ Addendum to be issued subsequently.
4. I/ We, before signing this proposal on behalf of my organization, have read and fully understood all the terms & conditions and instructions contained therein and undertake myself/ ourselves to abide by all the said terms & conditions.
5. I/ We declare that our organization is a going concern, and our financial position is sound, and we are competent to execute the project as & when allotted.
6. I/ We declare that we will not ask/ expect any financial assistance from H&ME/ NHM, J&K, or any of its peripheral Agency(ies).
7. I/ We declare that if approved in our favour, we will execute the project strictly in accordance with the terms & conditions of SBD, as well as the agreement to be entered in this behalf.
8. I/ We also declare that we have not submitted any other proposal, either in individual capacity or as a member of any Consortium/ LLP.
9. I/ We also undertake that in case any information/ additional information provided by us proves to be false/ misleading, or the documents uploaded by us are found to be fake/ forged/ incorrect, our proposal shall be treated as void ab-initio and the H&ME/ NHM, J&K may be at liberty to take appropriate necessary action against us.

In Acceptance

Sig. & Seal of Authorized Signatory
Contact No.:
Date:

Key Features of Proposed HMIS Solution

(to be Submitted on Letterhead of Participating Organization)

S. No	Key Feature	Description
1.	Key Features of HMIS application	
2.	Whether application is Owned by participating organization, or is an Off the Shelf Product	Brief details to be provided
3.	Whether HMIS application is ABDM Complaint	Brief details to be provided
4.	Whether application allows integration with other MIS applications and is inter-operable	Brief details to be provided
5.	Whether Security Audit Certificate issued by CERT-In empaneled/ any Govt. Authorized 03 rd party organization	Brief details to be provided Copy of Audit Certificate to be provided
6.	Complicate with Healthcare/ Other Industry Standards/ Certifications	
a.	EMR/ EHR Standards prescribed by the MoH&FW, Govt. of India	
b.	HL7 Development Framework (HDF)	
c.	ICD 10/ CPT Code incorporation	
d.	SNOWMED CT	
e.	DICOM	
f.	PACS	
g.	Compliance with the provisions of Information Technology Act 2000, as amended from time to time	
h.	Any Other	Brief details to be provided

In Acceptance

Sig. & Seal of Authorized Signatory
Contact No.:
Date:

Statement of Past Experience

(to be Submitted on Letterhead of Participating Organization)

1. Detailed statement regarding execution of project of Designing/ Development, Deployment/ Integration, Implementation, Operations and Maintenance of Hospital Management Information System (HMIS), in Private and/ or Public Sector Hospitals in India during last five (5) years.
2. **For each Project, already executed/ is being executed, following information has to be provided separately, alongwith Work Order(s) and Completion/ Performance Certificate(s):**

S. No.	Particular(s)	Information
a.	Name of Healthcare Facility	
b.	Whether Public/ Private	
c.	Bed Strength	
d.	Brief Description of HMIS Services	
e.	Scope of Services	
f.	Outcomes of Project	
g.	Date of Commencement of Project	
h.	Date of Completion of Project	
i.	Go-Live Date	
j.	Total Project Duration	
k.	Total No. of Modules Covered alongwith Names	
l.	Name of Nodal Officer	
m.	Contact Detail of Nodal Officer	
n.	Supporting Document Attached	Work Order(s) and Completion/ Performance Certificate(s)

3. For all Project(s) executed, are being executed, Work Order(s) alongwith Completion/ Performance Certificate(s) regarding satisfactory completion of assignments should have to be uploaded, failing which such claims shall not be evaluated.

In Acceptance

Sig. & Seal of Authorized Signatory

Contact No.:

Date:

DISCLAIMER

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

National Health Mission, J&K, does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this notice inviting bids, or on which bids are based, or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by National Health Mission, J&K, to prospective participant(s) or any other person. The purpose of this notice inviting bids is to provide interested participant(s) with information to assist formulation of proposal(s)/ offer(s). The information contained in this document is selective and is subject to updation, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this document or to correct any inaccuracies therein that may be in this document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This notice inviting bids include certain statements, estimates and targets with respect to intended procurement. Such statements, estimates and targets reflect various assumptions made by the National Health Mission, J&K, and the base information on which they are made, which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this document is, or should be relied on as, a promise, representation, or warranty. This notice inviting bids and the information contained herein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties or used as information source by the participant or any other in any context, other than applying for this proposed procurement.

National Health Mission, J&K, including its employees, make no representation or warranty and shall have no liability to any person, including any participant(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this notice inviting bids or otherwise, including accuracy, adequacy, correctness, completeness or reliability of this document and any assessment, assumption,

statement or information contained therein or deemed to form part of this document or arising in any way for participation in this process.

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

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

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

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

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