



REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDOR (OEV)



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The information contained in this Request for Empanelment document (“RFE”) or subsequently provided to Applicants or EMR Vendors, whether verbal or in documentary or any other form by or on behalf of the NCG-KCDO is provided to EMR Vendors on the terms and conditions set out in this RFE subject to which such information is provided.

This RFE is neither an agreement nor an offer nor an invitation by NCG-KCDO to the prospective Applicants/ EMR Vendors or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their proposals under this RFE. This RFE may not be appropriate for all persons, and it is not possible for NCG-KCDO, and its employees to consider the objectives, technical expertise, and particular needs of each party who reads or uses this RFE.

Information provided in this RFE to the Applicants or EMR Vendors is on a wide range of matters, some of which depend upon the interpretation the of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NCG-KCDO accepts no responsibility for the accuracy or authorization of any interpretation or opinion on the law expressed herein.

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NCG-KCDO may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumption contained in this RFE. This RFE does not imply that NCG-KCDO is bound to select an Applicant or appoint the Applicant, as the case may be, for the Empanelment. NCG-KCDO reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NCG-KCDO, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Applicant and the NCG-KCDO shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Contents

1. Abbreviations and definitions 3

2. Notice Form – Request for Empanelment (RFE) 4

 2.1 About National Cancer Grid (NCG) & Koita Centre for Digital Oncology (KCDO)4

 2.2 Aim and Objectives of NCG4

 2.3 Request for Empanelment4

3. Calendar of Events 5

4. General Instructions to Applicants or EMR Vendors..... 6

 4.1 Section A: General Terms and Conditions.....8

 4.2 Section B: RFE Response10

 Part I– Pre-Qualification (PQ) Eligibility Criteria..... 10

 Part II – Evaluation of Technical Proposal 11

 Part IV – Financial Proposal Evaluation 15

 Part V – Management Presentation..... 16

 4.3 Section C: Evaluation Process.....17

 4.4 Section D: Empanelment letter18

 a. Ranking of Oncology EMR Vendors..... 18

 b. Issue of Empanelment letter 18

 4.5 Section E: Term of Reference19

 a. Project Background 19

 b. Objectives of RFE..... 19

 4.6 De-Empanelment Process20

 4.7 Key Terms of Engagement between NCG centre and OEV21

5. Annexures..... 22

 Annexure - 1 NER22

 Annexure - 2 Pre-Bid Query Form23

 Annexure – 3 Pre-Qualification Checklist.....24

 Annexure – 4 Financial Turnover Certificate.....26

 Annexure – 5 Details of Implementation26

 Annexure - 6 Number of Implementations27

 Annexure – 7 Non-Blacklisting/ Debarment declaration28

 Annexure – 8 Technical Proposal Checklist.....29

 Annexure – 9 Experience.....30

 Annexure - 10 Team Composition Resume Format31

 Annexure - 11 Proposed Pricing Template.....33

 Annexure - 12 Letter of Empanelment34

Annexure - 13 Key Terms of Engagement between EMR Vendor and NCG Centres.....37

KCDO

1. Abbreviations and definitions

Abbreviation	Definition
ABDM	Ayushman Bharat Digital Mission
EMR	Electronic Medical Record
HMIS	Hospital Management Information System
KCDO	Koita Centre for Digital Oncology
MoU	Memorandum of Understanding
NCG	National Cancer Grid
NDHB	National Digital Health Blueprint
OEV	Oncology EMR Vendor
NER	NCG EMR Requirement
NHA	National Health Authority
RFP	Request for Proposal
RFE	Request for Empanelment
SLA	Service Level Agreement
TMH	Tata Memorial Hospital

NCG Centre/s: NCG Centre refers to entities in its network as; public, private and trust hospitals.

Vendor categories: As NCG has 300+ centres in its network, NCG-KCDO desires to categorize the EMR vendors into 3 categories i.e., Silver, Gold, and Platinum based on their overall evaluation and fitment for small, mid, and large-size hospitals respectively.

NER: NER stands for “NCG EMR Requirements” which is a minimal set of requirements that NCG believes any efficient Oncology EMR system should have in their NCG centres. NER is categorized across Silver, Gold, and Platinum priorities. (Annexure – 1)

- Silver category functionalities are defined for Small Size hospitals (Up-to 100 beds).
- Gold category functionalities along with Silver Priority functionalities are defined for Mid-Size Hospitals 101-250 beds).
- Platinum category functionalities in addition to Silver and Gold Priorities functionalities are defined for Large Size Hospitals (250+ beds).

OEV: OEV refers to the “Oncology EMR Vendor” who will be the selected EMR vendor by NCG- KCDO based the on overall assessment under this RFE.

Early adopters: NCG-KCDO will provide financial assistance to install EMR solutions to NCG centres identified as early adopters.

2. Notice Form – Request for Empanelment (RFE)

2.1 About National Cancer Grid (NCG) & Koita Centre for Digital Oncology (KCDO)

The National Cancer Grid (NCG) is an initiative of the Government of India through its grant-in-aid institution, the Tata Memorial Centre, with the mandate to establish homogenous and high standards of cancer care across the country. It aims to form a network of cancer centres following uniform, evidence-based guidelines for the management of patient care for the prevention, diagnosis, and treatment of cancer. The NCG also focuses on providing specialized training and education in oncology, developing human resources, and conducting collaborative basic and translational cancer research of a high standard to fulfil the cancer healthcare needs of the entire nation.

NCG has established the Koita Centre for Digital Oncology (KCDO), to use digital health tools to enhance cancer care across NCG and its network of hospitals. KCDO will support NCG in driving shared digital initiatives across NCG including the adoption of EMR systems, healthcare data interoperability, reporting, and analytics. Additionally, KCDO will facilitate the adoption of new technologies such as AI/ML, big data, automation, cloud, mobile, etc. in NCG centres for the benefit of hospitals, doctors, patients, and consumers. The intent is also to introduce digital tools like telemedicine and remote patient monitoring to make cancer care more accessible, especially in semi-urban and rural areas.

2.2 Aim and Objectives of NCG

- A. To formulate and implement a homogenous pattern for cancer care across its network.
- B. To provide highly developed and innovative services to those affected by cancer.
- C. To develop resources required to meet the growing need for oncology care.
- D. To conduct necessary epidemiological intervention studies, to determine the magnitude and the nature of the country's cancer problem.
- E. To govern cancer research in clinics and laboratories while offering cost-effective solutions for oncology care in India.

2.3 Request for Empanelment

Koita Centre for Digital Oncology (KCDO), under the auspices of NCG, invites applications for empanelment of Oncology EMR Vendors (OEV) meeting the NCG EMR Requirements (NER) as mentioned in Annexure-1 of this document.

OEVs are required to fill and submit the necessary documents and forms to the email address ncgkcdo@tmc.gov.in.

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

3. Calendar of Events

S.N.	Schedule	Due Date
1.	Date of Publication of RFE	28-Mar-23
2.	Submission of queries from EMR vendors through e-mail	04-Apr-23
3.	Pre-Bid meeting (To be confirmed)	10-Apr-23
4.	Corrigendum Issuance (if required)	14-Apr-23
5.	Submission of response to RFE	21-Apr-23
6.	Evaluation of the vendor's response	10-May-23
7.	Management presentation (To be confirmed)	19-May-23
8.	Issuance of Empanelment letter	25-May-23

4. General Instructions to Applicants or EMR Vendors

Applicants or EMR vendors, empanelled under this RFE, must be willing to customize and enhance their EMR products as per the NER to be compliant with NCG guidelines, support the deployment of the EMR in NCG centres, and meet other evaluation criteria under this RFE.

The evaluation process for empanelment will be conducted in stages as defined in Section B of this Request for Empanelment (RFE).

- A. **Applicants or EMR Vendors are required to submit their proposal via e-mail ncgkcdot@tmc.gov.in, as specified in the RFE notice form.**
- B. Pre-bid meeting may take place (virtually as well), if necessary.
 - i. Purpose of the pre-bid meeting will be to clarify issues and queries regarding this RFE document.
 - ii. All clarifications and interpretations issued by NCG-KCDO in writing shall be deemed to be part of the bidding documents.
 - iii. Verbal clarification(s) and information given by NCG-CDO, or its employees or representatives shall not in any way or manner be binding on NCG-KCDO and shall not alter the terms of the RFE.
 - iv. The Applicants or EMR vendor should submit their pre-bid queries in writing to ncgkcdot@tmc.gov.in as per Annexure 2.
 - v. The date and time of the pre-bid meeting will be communicated separately to all concerned.
 - vi. Absence at the pre-bid meeting will not be a cause for disqualification of an Applicant or EMR vendor.
- C. Applicants or EMR vendors are required to make compressed zip/rar files of required documents, which should not exceed 25 MB in size. The compressed zip/rar file should be labelled as – **'Oncology EMR Vendor - <Vendor Name> response'** with the following five folders.
 - i. Folder containing the pre-qualification form and documents (in pdf format) should be labelled as **'Vendor Name_Pre-Qualification_OEV.'**
 - ii. Folder containing the technical requirement evaluation form and documents (in pdf format) should be labelled as **'Vendor Name_Technical Evaluation_OEV.'**
 - iii. Folder containing compliance with the functional requirement evaluation form and documents (in pdf format) should be labelled as **'Vendor Name_NER_OEV.'**
 - iv. Folder containing the financial scoring form (in pdf format) should be labelled as **'Vendor Name_Financial Evaluation_OEV.'** This file is to be password protected.
 - v. Folder containing the Management presentation (in pdf format) should be labelled as **'Vendor Name_Management Presentation_OEV.'**

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

- D. Any corrigendum to this RFE document may be uploaded on the NCG website (<https://tmc.gov.in/ncg/>)

KCDO

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

4.1 Section A: General Terms and Conditions

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

Binding Clause

All decisions made by NCG-KCDO regarding this empanelment shall be final and binding on all Applicants or EMR Vendors.

Vendor's Obligations

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

The applicants or EMR vendors are expected to maintain a high level of professional ethics and will not act in any manner, which is harmful to NCG-KCDO's interest.

Non-Disclosure Agreement

The parties (NCG - KCDO and Applicants or EMR Vendors) acknowledge that in the course of negotiating, entering into, and performing this empanelment process, each party has and will have access to the other party's confidential information (as defined later in the confidentiality clause).

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

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

Conflict of Interest

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

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

EMR Procurement Process, Placement of Work Order & Payment Process

Applicants or EMR vendors will sell their products directly to NCG centres. NCG-KCDO will not issue work orders or make payments to the vendors on behalf of NCG centres. The selected vendors can discuss the scope of work and payment terms with interested NCG centres. It is further clarified that NCG centres can purchase any EMR product based on their needs and may or may not select any NCG-KCDO OEMs.

Applicable Law

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

Jurisdiction of Courts

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

4.2 Section B: RFE Response

Part I– Pre-Qualification (PQ) Eligibility Criteria

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

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

S. No.	PQ Eligibility Criteria	Supporting documents
1.	<p>a. The Applicant or EMR Vendor should be a firm registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932, or a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008.</p> <p>b. Firms should have existed for more than 5 years (PAN and GST registration is mandatory).</p>	<p>a. Certificate of incorporation should be submitted.</p> <p>b. Copy of valid PAN and GST registration certificates.</p>
2.	The Applicant or EMR Vendor should have an annual turnover of at least INR 3 Crores from HMIS/EMR business during each of the last three financial years (i.e., 2019-20, 2020-21, 2021-22).	Financial turnover certificate of Applicant or EMR Vendor (Annexure-4) issued by the statutory auditor.
3.	The Applicant or EMR vendor should have an office (Development or Support Centre) in India with at least 25 qualified personnel with expertise in managing EMR/HMIS applications on its payroll.	Undertaking certificate on company letterhead with signature, name, and designation of the authorized signatory mentioning the number of full-time employees on its payroll.
4.	a. The Applicant or EMR Vendor should have implemented EMR in at least five hospitals with different organizations in the last five years. These implemented EMRs should have key clinical modules i.e., OPD EMR, IPD EMR, OT Module, and Clinical Notes for Doctors and Nurses.	a. Copy of Work Order/Contract/PO and Customer certification with details as per format (Annexure – 5)

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

	b. Applicant or EMR vendor should submit the particulars of the number of implementation sites in the format (Annexure – 6)	b. Undertaking certificate on company letterhead with signature, name, and designation of the authorized signatory
5.	The Applicant or EMR vendor should submit an undertaking (on non-Judicial stamp paper of Rs. 100/-, duly notarized) that it is not blacklisted by any Government Institution/PSU for supplies desired/ intended in this EOI in the last 5 years.	An affidavit must be submitted on stamp paper of Rs 100/- duly notarized. (Annexure- 7)
6.	The Applicant or EMR vendor should be a single organization. Consortium bidding is not allowed. The Applicant or vendor should not sub-contract / outsource any part of the work without NCG-KCDO's permission.	Undertaking certificate on company letterhead with signature, name, and designation of the authorized signatory

All EMR Vendors who meet the PQ Eligibility Criteria will qualify for **“Round 1”** and will be called **“EMR Vendors - Round 1”**.

Round -1 is the evaluation process comprised of a Technical Proposal, NER Evaluation, and Financial Proposal.

Part II – Evaluation of Technical Proposal

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

S. No.	Technical Evaluation Criteria	Measurement Parameters	Max Marks	Supporting documents
1.	Experience	<p>Completed EMR installations in the last five years which have been in use for the last six months with key EMR modules implemented including.</p> <ul style="list-style-type: none"> ○ OPD EMR ○ IPD EMR ○ OT ○ Clinical notes for doctors and nurses <p>>=5 Active Installations - 20 Marks >=7 Active Installations - 30 Marks</p>	40 Marks	<p>1. Copy of Work order/ Contract/ PO Or Customer certification</p> <p>2. Details as per the format (Annexure-9)</p>

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

S. No.	Technical Evaluation Criteria	Measurement Parameters	Max Marks	Supporting documents
		<p>>=10 Active Installations - 40 Marks (Maximum Marks)</p> <p>**Note: One Installation = One Organisation or one work order. Multilocation installation shall be counted as One Installation. NCG-KCDO may undertake reference checks of these installations.</p>		
2.	ABDM Compliance	<p>The applicant or EMR vendor's product should be ABDM compliant</p> <p>M1 Compliant: 5 Mark M2 Compliant: 7 Marks M3 Compliant: 10 Marks (Maximum Marks)</p>	10 Marks	Certificate from National Health Authority
3.	Certifications	<p>The applicant or EMR vendor must have the following valid certifications:</p> <ul style="list-style-type: none"> • ISO/IEC 27001:2013 - Information Security Management System • CMMi Level – III or above (Software Development) 	10 Marks (5 marks each)	Copy of valid and active certifications
4.	Team Composition	<p>Key experts should be on the payroll of the applicant or EMR Vendor for at least 6 months:</p> <p>1. Project Manager</p> <ul style="list-style-type: none"> • Qualification- MHA/MBA/MCA or equivalent from a recognised University or Institution. • Experience- 10 years' experience with at least 5 years' experience in the health sector/ Health IT/ IT Sector with experience in large IT project implementation. • Skill Set/Competency and Certifications- Understands digital health solutions, health IT standards, ABDM, and execution of healthcare processes. <p>2. Clinical Expert - Digital Health</p>	15 Marks (5 marks each)	Detailed resume as per the RFE format outlining the Qualifications and Experience (Annexure-10)

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

S. No.	Technical Evaluation Criteria	Measurement Parameters	Max Marks	Supporting documents
		<ul style="list-style-type: none"> Qualification- Graduate in healthcare disciplines (MBBS/BDS/Pharmacy/Nursing or equivalent) along with MHA/MBA or equivalent from a recognized University or Institution. Experience- At least 8 years experience in the Health sector/ Health IT with a minimum of one large IT project implementation. Skill Set/Competency and Certifications- Understands digital health solutions, health IT standards, ABDM, and processes to run operations at hospitals. <p>3. Technical Module Lead</p> <ul style="list-style-type: none"> Qualification- B.Tech/B.E or equivalent from a recognized University or Institution. Experience- 5 years experience with at least 3 years as an architect in the Health sector/ Health IT/ IT Sector. Skill Set/Competency and Certifications- Training certificates 		
5.	Financial Capability and Turnover	<p>The average annual financial turnover of the applicant or EMR vendor in the last 3 financial years in healthcare IT applications -</p> <ul style="list-style-type: none"> More than INR 3 crore & up to INR 5 crore: 10 Marks More than INR 5 crore & up to INR 7 crore: 15 Marks More than INR 7 Crore & up to INR 10 crore: 20 Marks More than INR 10 crore: 25 Marks 	25 Marks	Certificate from Statutory Auditor for Financial turnover of applicant or EMR vendor (Annexure-4)

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

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

The Applicant or EMR vendor will perform self-evaluation against NER (refer to Annexure 1) and is required to submit a response against **each Objective Element (OE) of NER** as follows:

Response on Feature Availability	Marks for OE of NER
F0 - Feature available (T= Date of empanelment)	10
F6 - Feature will be ready within T+6 Months	8
F12 - Feature will be ready within T+12 Months	6
F18 - Feature will be ready within T+18 Months	4
F24 - Feature will be ready within T+24 Months	2
F24+ - Feature will be ready after T+24 Months	0

- A. The final 'NER' score of EMR will be the actual marks earned against maximum marks and will be normalised to the maximum mark of 100.
- B. Please note that applicants or EMR Vendors will be evaluated for NER functional requirements and non-functional requirements (Annexure – 1) classified as -Silver, Gold, and Platinum, and total marks obtained for each level will be considered for evaluation. For example, EMR Vendor for small hospital will be evaluated against the NER Silver category requirement only
- C. NCG-KCDO may invite vendors for a demonstration of EMR product against each functional and non-functional requirement of NER. The date, time, and location would be communicated to the applicants or EMR vendor by NCG-KCDO once the responses are evaluated.
- D. The applicant or EMR vendor is expected to deliver the functionality as declared within the timelines.
- E. NOTE: It is clearly stated that NCG will review the progress of the OEVs against the NER commitments every 3 to 6 months. Not complying with the timelines given to the RFE time commitments could lead to the de-empanelment of the EMR vendors.

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Part IV – Financial Proposal Evaluation

All Applicants or EMR Vendors are required to submit the pricing for each category in the template attached in Annexure-11 as part of the evaluation criteria basis assumptions mentioned below.

- A. **Small Hospital: Under 100 beds** (average OPD footfall/Year- 1,00,000 and Average IP admissions/ Year - 20,000)
- B. **Mid-sized Hospital: 101-250 beds** (average OPD footfall/Year- 2,00,000 and average IP admissions/ Year - 30,000)
- C. **Large Hospital: Over 250 beds** (average OPD footfall/Year- 4,00,000 and average IP admissions/ Year - 60,000)

The Applicant or EMR vendor should provide pricing for each of these hospital segments, based on the applicability of their product. For example, a small hospital applicant or EMR vendor should not submit pricing for the Large Hospital segment if its EMR product is not a good fit for Large Hospitals. Please refer to Annexure – 13 for key terms and SLAs should be used by EMR vendors for pricing.

Applicant or EMR vendor will be evaluated for the pricing of each hospital segment. The “Financial Score” will be computed against the **median of the lowest 5 financial bids for each hospital segment** (in case we receive fewer than five financial bids for a hospital segment, we will determine the "Financial Score" by taking the median of the bids that we have received) - called **the Reference Price** for the hospital segment, as explained below.

HMIS/EMR Pricing	Financial Score (Max. of 100 marks)
Below or equal to Reference Price	100
HMIS/EMR within 125% of the Reference Price	80
HMIS/EMR within 126-150% of the Reference Price	60
HMIS/EMR within 151-175% of the Reference Price	40
HMIS/EMR within 176-200% of the Reference Price	20
HMIS/EMR above 200% of the Reference Price	0

The Applicant or EMR vendor is required to submit the SaaS-based pricing (episode* based) in the template given in Annexure-11.

The pricing would be calculated for a year to compare Applicants or EMR vendors.

Note:

- A. *Episode is the encounter type of the patient visiting for each OP Consultations (including daycare) and IP admissions, etc. All encounters during an OP Consultation will be consider as one episode.

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

- B. NCG-KCDO will share the Reference Price for each category with NCG centres. It is clarified that NCG-KCDO will NOT share individual Applicant or EMR vendor pricing with NCG centres.
- C. Applicants or EMR vendors will sell their products directly to NCG centres, based on the scope of requirements, and commercial terms agreed between Applicants or EMR Vendors and NCG centres. NCG-KCDO will not issue any direct work order on behalf of any NCG centres and will not make any direct payment to Oncology EMR vendors (OEVs). The OEVs can discuss the scope of work of implementation and finalize payment terms and conditions directly with the interested NCG centres.
- D. The purchase of any EMR product based on their specific needs is within the discretion of NCG centers, and choosing a NCG OEV is not mandatory for them.

Part V – Management Presentation

NCG-KCDO would shortlist up to top 12 Applicants or EMR Vendors based on the overall weighted scores received in 'Round-1':

Part II – Evaluation of Technical Proposal

Part III – NER Evaluation & Commitment

Part IV – Financial Proposal Evaluation

The weightage for these sections is given in 4.3 Section C below. These shortlisted applicants or EMR vendors shall be referred to as Applicants or **EMR Vendors – Round 2**. EMR vendors – Round 2 will be called for a Management Presentation of 45 minutes at a designated location, date & time, which will be communicated later.

The purpose of the management presentations would be to allow the applicants or EMR vendors to present their ability and commitment to become an empaneled EMR partner with NCG-KCDO.

The Applicant or EMR vendor is suggested to submit its management presentation covering the following sections (100 marks):

- A. About the Organization (Name, No. of Healthcare IT employees, financial capability, and turnover of last 3 financial years - FY21-22, FY20-21, FY19-20) -1 slide
- B. Understanding of the NCG-KCDO EMR Project and Approach & Methodology (Work plan to comply with NER and work with NCG centres) - up to 3 slides
- C. Current client base – including national business split (Annexure 6) – 1 slide
- D. Relevant Project Credentials (up to 5 relevant projects completed in last 5 years with implementation duration, and cost of the projects) - up to 5 slides
- E. Roadmap of EMR product (Key differentiator/USP, use of emerging technology and innovation and product roadmap) - up to 2 slides

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

- F. Comments/Suggestions on proposed key terms of engagement between NCG Centre and OEV (Refer Annexure-13)- 1 slide
- G. NER & NFR compliance summary – include items under F0, F6, F12, F18, F24 and F24+ - 1 slide.
- H. Commitment to partner with NCG-KCDO in making the EMR initiative successful – incl. management focus, ability to invest – 2 slides.

4.3 Section C: Evaluation Process

The “**Composite Score**” is the weighted score of the Evaluation of the Technical Proposal, NER evaluation, Financial Proposal evaluation, and Management Presentation.

The weightage against each evaluation criteria is as follows:

Evaluation Criteria	Maximum Marks	Weightage	Hospital Segment		
			Small Hospital	Mid Hospital	Large Hospital
Part II- Evaluation of Technical Proposal	100	30%			
Part III- NER Evaluation and Commitment*	100	20%	(For silver only)	(For silver & gold)	(For silver, gold & platinum)
Part IV- Financial Proposal Evaluation	100	20%			
Part V- Management Presentation**	100	30%			
Weighted Total		100%	<Composite Score>	<Composite Score>	<Composite Score>

* The NER score will be normalized to a maximum mark of 100. NER evaluation will be against each category of EMR.

- A. **Large hospitals:** Applicant or EMR Vendor would be evaluated for all (Silver, Gold, and Platinum) NER requirements
- B. **Mid-sized hospitals:** Applicant or EMR Vendor would be evaluated for Silver and Gold NER requirements
- C. **Small hospitals:** Applicant or EMR Vendor would be evaluated for Silver NER requirements

**** Note: EMR Vendors based on the total weighted marks of Part II, III, and IV will be invited for the Management Presentation (Applicants or EMR Vendors – Round 2).**

4.4 Section D: Empanelment letter

NCG-KCDO will onboard the qualified applicants or EMR vendors based on the above selection criteria described in Section 4.3. The process for empanelment is briefly described below.

a. Ranking of Oncology EMR Vendors

A maximum of six applicants or EMR vendors may be empanelled amongst the categories of EMR - Silver, Gold, and Platinum, basis ranking as per the composite score.

For example- The top two applicants or EMR vendors will be selected in each market segment, starting with the large hospital (250+ beds) segment. If any of the top two applicants or EMR vendors in the large hospital segment are also in the top two of the mid-hospital segments (101-250+ beds), then the next highest ranked applicant or EMR vendor will be selected for the mid-hospital segment.

b. Issue of Empanelment letter

A formal relationship between NCG-KCDO and OEV would be established based on the ranking of EMRs solution. Empanelment will be established between NCG-KCDO and applicants or EMR vendors who are willing to invest in meeting the NER requirements and are committed to work closely with NCG-KCDO to help NCG centres adopt EMRs.

The draft letter of empanelment is attached in Annexure- 12

4.5 Section E: Term of Reference

a. Project Background

NCG currently has more than 300+ partner institutes/centres across the country so that patients can receive the same standard of oncology care closer to home. To provide the best and standardised oncology care, NCG and NCG centres require strong oncology specific EMR products to be deployed at NCG centres. Further, it will assist in the creation of longitudinal patient data for research and clinical studies. EMRs should support consent-based sharing of data across NCG centres including compliance with ABDM guidelines defined by the Government of India.

As per a survey conducted among the NCG members only 10-15% of NCG centres have EMRs as of today. Key challenges in EMR adoption are:

- A. Lack of oncology capabilities in current HMIS/EMR products
- B. High costs of buying EMRs
- C. Inconsistent use of EMRs within the hospitals
- D. Lack of training of doctors, nurses, and IT staff in the effective use of EMRs
- E. Inability to use data in EMRs to improve patient care or overall clinical performance.

To overcome these challenges NCG-KCDO has released this RFE inviting applications from eligible Applicants or EMR Vendors.

b. Objectives of RFE

Having an Electronic Medical Record (EMR) with oncology needs is critical for NCG centres to ensure high-quality and consistent patient care.

To support this initiative, NCG-KCDO has committed to creating a strong partnership between EMR vendors and NCG centres.

Benefits for Oncology EMR Vendors

- **Specialised Oncology Expertise:** NCG-KCDO will support the shortlisted Oncology EMR vendors to enhance and develop specialised products for cancer care by providing clinical support, reviewing products and functional expertise to enrich features definition.
- **Standardised Care Plan:** NCG-KCDO will provide pre-defined structured care pathways and care plans for cancer treatment planning.
- **Standardised EMR templates:** NCG-KCDO will help EMR vendors with structured Oncology EMR templates for data input as per the NCG data dictionary.
- **Access to NCG Network:** NCG-KCDO will help OEMs market to 300+ NCG centres and give them an opportunity to showcase their product.

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

- **Brand Recognition:** Oncology EMR Vendors (OEVs) will get brand recognition for being associated with NCG as their names will be displayed on the NCG website.
- **Other value-add by NCG-KCDO:** Over time, NCG-KCDO will support the EMR implementation initiative. e.g., share end-user feedback with NCG centres, share best practices, support digital health training of doctors/nurses etc.

Expectations from Oncology EMR Vendors (OEVs)

EMR Vendors are expected to work closely with NCG-KCDO and support the EMR initiative as follows:

- **Adherence to NER and development timeframe** – Enhance EMR to meet the needs of NER as per the committed timelines
- **ABDM Compliant product (M1,M2,M3)** – Oncology EMR Vendor should follow ABDM guidelines (For more details refer to https://sandbox.abdm.gov.in/docs/integration_and_exit_process)
- **Use of Relevant Clinical Standards** - Follow all interoperability requirements and ameliorate on recognised clinical standards, as defined in NER.
- **Comply with Security and Data Privacy** – EMR Vendor to comply with core security and data privacy as given in NER.
- **Training and Support** - EMR Vendor is expected to provide training to users and provide support during implementation and post-implementation of EMR.
- **Clinical KPIs (Key Performance Indicators) / Metrics-** Support reporting of key NCG defined clinical metrics, as well as share data with NCG for performance benchmarking
- **Data Sharing with NCG Centres-** Build features to support sharing of patient data (per NCG specific norms in NER) across NCG centres for ensuring care continuity for patients

4.6 De-Empanelment Process

NCG- KCDO will review the performance of empanelled OEVs every 3 to 6 months. NCG-KCDO reserves the right to withdraw/ terminate the empanelment of Oncology EMR vendors in the following circumstances (but not restricted to):

- A. In case of misleading or exaggerated claims about the empanelment status
- B. In case the OEV gets blacklisted by the Government of India/State government /Central PSU
- C. The OEV becomes insolvent, or bankrupt, or if a resolution is passed for the winding up of the EMR Vendor organization
- D. Any information provided to NCG-KCDO is found to be incorrect
- E. Empanelment conditions are not met within the specified period
- F. Evidence is made available that the OEV has breached the copyright laws/ plagiarised from another source.

4.7 Key Terms of Engagement between NCG centre and OEV

The applicant or EMR vendor should review the draft key terms of engagement template prescribed in Annexure-13. Any important changes should be highlighted and shared with NCG-KCDO as part of the RFE response under the Management Presentation section. NCG-KCDO would review these changes and may incorporate these suggestions if they deem fit and publish a final key term of engagement document. The final document will be made available on the NCG and KCDO website for reference for both NCG centres and the OEVs.

NCG-KCDO acknowledges that each NCG centre's needs are likely to be different and hence the NCG centre is free to finalise its key terms of engagement which meet its business needs.

5. Annexures

Annexure - 1 NER

NER stands for “NCG EMR Requirements” which is a minimal set of requirements that NCG-KCDO believes any Oncology EMR system should have in their product.

The NER document is an excel sheet and can be downloaded from the link https://tmc.gov.in/m_events/Events/TenderDetail?tendId=22132

This NER excel sheet is a password protect sheet and only the "Feature Status" column can be edited by the Applicant or EMR vendor. To enable editing of the "Feature Status" column, use the password **KCDO@2023**.

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure - 2 Pre-Bid Query Form

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

KCDO

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure – 3 Pre-Qualification Checklist

S.No	Parameter	Details	Documents Attached
1.	Name of Company/ Firm/Organisation		NA
2.	Certificate of registration /Certificate of incorporation	Attach document	Yes/No
3.	Certificate of annual turnover authenticated by a statutory auditor for the last three financial years (FY 2019-20, FY 2020-21, FY 2021-22) as per annexure-4	Attach document	Yes/No
4.	PAN No.	Attach a copy of PAN Registration	Yes/No
5.	GST No.	Attach a copy of the GST registration	Yes/No
6.	Undertaking for the number of employees on the payroll of the organization on the letterhead of the organization with the signature, name, and designation of the authorized signatory.	Attach document	Yes/No
7.	Work order document of five referenceable sites where the EMR system has been implemented in the last five years with key clinical modules OPD EMR, IPD EMR, OT Module and Clinical Notes for Doctors and Nurses. As per annexure-5	Attach document	Yes/No
8.	Undertaking on non- Judicial stamp paper of INR. 100/-, duly notarized of not being blacklisted by any Government	Attach document	Yes/No

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

S.No	Parameter	Details	Documents Attached
	Institution/PSU. As per annexure-7		
9.	Undertaking on letterhead of the organization for the number of implementation sites as per annexure-6	Attach document	Yes/No
10.	Undertaking on the letterhead of the organization for not allowing any consortium or sub-contract for any part of the RFE scope without NCG-KCDO's permission.	Attach document	Yes/No

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REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure – 4 Financial Turnover Certificate

Sr. No.	Financial Year	Annual Revenue (INR)
1.	FY 2021-2022	
2.	FY 2020-2021	
3.	FY 2019-2020	

Certificate from the Statutory Auditor

This is to certify that (Name of the organisation) has received the payments shown above against the respective years on account of implementation services related to Healthcare Information Technology only.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name, and designation of the authorised signatory)

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

Annexure – 5 Details of Implementation

Name of the Implementation site:	
Details of Contact Person (Phone No. & Email Id):	
Year of Go Live: YYYY	
Start date of Implementation: DD-MM-YY	
End date of Implementation: DD-MM-YY	
	Yes/No
Key EMR modules implemented <ul style="list-style-type: none"> • OPD EMR • IPD EMR • OT • Clinical Notes for doctors and nurses • Any Integration (PACS/Lab Equipment/Drug Database/Medical IoT/Telemedicine) 	

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure - 6 Number of Implementations

Declaration on the organisation Letterhead with Authorised Signatory Details:

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

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

Zones of India for reference

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure – 7 Non-Blacklisting/ Debarment declaration

<Location, Date>

To

The Convenor
National Cancer Grid, Mumbai

Subject: Non-Blacklisting/ Debarment declaration in connection with RFE No:
NCGKCDO/RFE/01

Dear Sir,

This is to notify you that our Firm/ Company/ Organisation <provide Name of the Firm/ Company/ Organisation> intends to submit a proposal in response to an invitation for RFE No: NCGKCDO/RFE/01, dated _____ for empanelment of EMR vendor for the NCG EMR Initiative. In accordance with the above we declare that:

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

Sincerely,

Name [Applicants or EMR Vendor Name]

Title

Signature

Seal

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure – 8 Technical Proposal Checklist

S No.	Parameter	Details	Documents Attached
1.	Name of Company/ Firm		NA
2.	Copy of Workorder\ Contract\ PO of the EMR installations in the last 5 years and have been in use for at least 6 months as per annexure 5	Attach Document	Yes/No
3.	Copy of valid and active Certificate of ABDM compliance from NHA	Attach Document	Yes/No
4.	Copy of valid and active Certifications of ISO/IEC 27001:2013 - Information Security Management System	Attach Document	Yes/No
5.	Copy of valid and active Certifications of CMMi Level	Attach Document	Yes/No
6.	Detail resume of the Project Manager, Clinical expert, and Module Technical Lead as per annexure -10	Attach document	Yes/No
7.	Financial Capability and Turnover Certificate as per annexure – 4	Attach document	Yes/No

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure – 9 Experience

Declaration on organisation Letterhead

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

Note: Please fill annexure 9 for each completed Project.

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure - 10 Team Composition Resume Format

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Certification:

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

Date:

Day/Month/Year

(Signature of employee)

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

KCDO

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure - 11 Proposed Pricing Template

The proposed pricing template needs to be submitted on the basic assumptions mentioned in the below format.

Group	SaaS Pricing Per Episode	
	Pricing (in INR)	Implementation Cost (in INR)
Small Hospital (1-100 Beds) Avg OPD footfall/Year- 1,00,000 (A) Avg IP Admissions/year- 20,000 (B)	Per Episode price of OPD= X1 Episode price of IPD= Y1	One-time cost = Z1
Mid-sized Hospital (101-250 Beds) Avg OPD footfall/Year- 2,00,000 (A) Avg IP Admissions/year- 30,000 (B)	Per Episode price of OPD= X2 Episode price of IPD= Y2	One-time cost = Z3
Large Hospital (251+ Beds) Avg OPD footfall/Year- 4,00,000 (A) Avg IP Admissions/year- 60,000 (B)	Per Episode price of OPD= X3 Episode price of IPD= Y3	One-time cost = Z3

For calculating SaaS cost per year, the price will be multiplied by the number of episodes. For example, for the small hospital it will be:

- X1 is the price quoted by applicant or EMR vendor for one OP episode
- Y1 is the price quoted by applicant or EMR vendor for one IP episode assuming average length of stay of 4 days
- Z1 is the price quoted by applicant or EMR vendor for one time implementation cost includes deployment, configuration, training & capacity building shall amortized over 4 years.
- OPD Pricing = 1,00,000 (Number of OP episodes) x X1
- IPD Pricing = 20,000 (Number of IP episode) x Y1
- Implementation cost = Rs. Z1 (One-time), amortized over 4 years

SaaS pricing per year = (1,00,000 x X1) + (20,000 x Y1) + (Z1 / 4)

Note: The Applicant or EMR Vendor should provide pricing for each hospital segments, based on the applicability of their product. An Applicant or EMR vendor should submit pricing (X1, Y1, Z1) for small hospital; (X2, Y2, Z2) for mid-size hospital and (X3, Y3, Z3) for large hospital respectively. Say if a EMR product is not applicable for a small hospital, vendor should not provide pricing for the small hospital level.

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure - 12 Letter of Empanelment

Letter of Empanelment

Empanelment letter No: XXXXXXXXX

Date: XX-XX-2023

[Applicants or EMR Vendor Name & Address]

Kind Attn: XXXXXXXXX

Mobile No. XXXXXXXXX

Email ID: XXXXXXXXX

Subject: Empanelment as Oncology EMR Vendor for NCG-KCDO

Dear [Addressee Name],

We are pleased to inform you that your firm has been selected by NCG-KCDO for empanelment as an Oncology EMR Vendor for the implementation of EMR solutions in NCG member centres.

Please be advised that the empanelment will be initially valid until <March 31, 2025>, from the date of empanelment, based on the terms and conditions outlined in this letter under Part I and Part II.

You are requested to acknowledge receipt of this letter and submit a signed and sealed copy of each paper of this letter, along with annexures and a covering letter, within seven working days from the date of issuance of this letter.

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

Sincerely,

[Authorised representative name, designation]

PART I

Scope of work/Objective of the empanelment

The primary goal of this empanelment is to promote the adoption of Electronic Medical Records (EMR) across NCG centres, with a specific emphasis on ensuring that the EMR systems deployed possess sufficient capabilities to support cancer-related requirements. To achieve this, OEVs will be actively involved in EMR adoption and implementation process. OEVs will enhance their EMR solutions to meet the specific needs of cancer care (as defined in the NCG EMR Requirements documents) and make their EMR solutions available to NCG centres for implementation.

Furthermore, OEVs will work closely with NCG-KCDO to ensure that EMR usage is optimized and integrated into existing clinical workflows across NCG centres.

Early Adoption of EMR Solutions in NCG Centres

NCG-KCDO will help OEVs identify early adopter NCG centres for deploying their EMR solutions. OEVs will work with the selected NCG centre(s) to finalise the pricing and working arrangement. Subsequently, OEVs will engage with the NCG centre(s) to implement the EMR at the selected NCG centre(s). The OEVs will be required to provide required trainings to stakeholders/users to ensure consistent usage of the EMR solution. Post implementation, NCG will work with the OEV and the NCG centre(s) to analyse the effectiveness of the EMR solution and provide feedback.

PART II

General Terms and other Conditions

1. Confidentiality

The OEVs and their personnel shall not, either during the empanelment period or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NCG-KCDO or its members without the prior written consent of NCG-KCDO.

2. Use of NCG Logo / Information

NCG shall provide explicit marketing and communication guidelines for OEVs to communicate their empanelment status. No OEV will use NCG or KCDO logo or communicate the empanelment status outside these guidelines. Any deviation from the guidelines will need explicit written approval from the NCG-KCDO team.

3. De-empanelment

In the event of any unjustified and unacceptable delay in (a) complying with the NCG EMR Requirements (NER) or (b) in delivery/installation schedule of EMR at NCG Centre due to reasons attributable to OEV, NCG reserves the right to de-empanel OEV from the project without any further notice or liability. However, OEV shall be given a warning of 90-day curing period to rectify the delay before de-empanelment is enforced.

4. Termination of Empanelment

NCG-KCDO reserves the right to withdraw/ terminate the empanelment of OEVs in any of the following circumstances at any point in time:

- i. The OEV getting blacklisted by the Government of India/State government /Central PSU
- ii. The OEV becoming insolvent, or bankrupt, a resolution is passed for the winding up of the OEV's organization.
- iii. Information provided to NCG-KCDO is found to be incorrect.
- iv. Empanelment conditions are not met within the specified period.
- v. Misleading claims about the empanelment status are made.
- vi. Not complying with NCG defined marketing and communication guidelines
- vii. Clear evidence is received that OEV has breached copyright laws/ plagiarized from another source.
- viii. Evidence of unethical practices to secure the business.
- ix. Inability to execute the work.

5. Placement of work order & Payment Process

NCG-KCDO will not issue any direct work order on behalf of any NCG centres and will not make any direct payment to the OEVs. The OEVs can discuss the scope of work of implementation and finalize the payment terms and conditions directly with the interested NCG centres contacting them for deployment and implementation of the product.

6. Applicable Law

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

7. Jurisdiction of Courts

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Annexure - 13 Key Terms of Engagement between EMR Vendor and NCG Centres

This Annexure contains key terms of engagement between EMR vendors and NCG Centres. The specific engagement terms will be finalized between NCG Centre and Oncology EMR vendor at the time of agreement.

Key Modules & Implementation Timelines	
Key Modules to be implemented	Module 1: ABC Module 2: XYZ Module 3: PQR
Project Implementation	Start Date: End Date:
Project Implementation Team	Project Head: <Name> Project Manager: <Name> Application Expert: <Name> Technical Expert: <Name>
Service Level Agreement Terms	
SLA – System Response Time	The system shall provide a response time of under 3 seconds for all modules
SLA – Incident Response time	<p>Incident definition - Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user is called an incident.</p> <p>Incident response time definition: Time elapsed from the moment an incident is reported in the EMR vendor’s incident registry or over the phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.</p> <p>Incident resolution time definition: Time elapsed from the moment incident is reported to the incident registry either in person or automatically through the system, to the time by which the incident is resolved completely and services, as promised, are restored.</p> <p>The definitions of Major, Moderate and Minor incidents along with the respective Response Time and Resolution Time is given in Table 13.3 below.</p>

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

<p>SLA - Downtime</p>	<p>Downtime definition: The period for which the specified services/ components/ outcomes are not available in the concerned period. Exclude downtime owing to force majeure & reasons beyond the control vendor e.g., Electricity or Internet outage at NCG Centre</p> <p>Downtime SLA & Penalties – See Table 13-1 below</p>
<p>SLA - Uptime</p>	<p>Uptime definition: The period for which the specified services/outcomes are available in the period being considered for evaluation of SLA.</p> <p>Uptime (%) = {1-[(Downtime)/ (Total time- scheduled maintenance time)]} *100.</p> <p>Downtime SLA: If the services are unavailable (except planned downtime) for the X% of the time in each month, the NCG centre will receive a credit equal to X% of the monthly service fees for each hour of downtime exceeding the defined threshold.</p>
<p>SLA – Scheduled Maintenance</p>	<p>Scheduled Maintenance definition: The period for which the specified services/components with specified technical and service standards are not available due to scheduled maintenance activity. EMR vendor is required to take approval from NCG centre at least three weeks before any such activity.</p> <p>SLA: The scheduled maintenance should be carried out during non-peak hours (like post-midnight) and should not be for more than 8 hours. Such planned downtime would be granted of maximum three times a year.</p>
<p>SLA Reporting</p>	<p>EMR vendor shall prepare and distribute the SLA Performance reports in a mutually agreed format by the 5th working day of every month. The reports shall include “actual versus target” Service Level Performance, variance analysis and discussion of appropriate issues on significant events.</p>
<p>Data Availability / Storage / Usage Terms</p>	
<p>Data Availability</p>	<p>As per MoHFW guidelines and EHR Standards 2013 (revised in 2016), which are applicable for all Healthcare Providers, such that all electronic records must compulsorily be preserved and never destroyed during the lifetime of the person.</p> <p>Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)</p>
<p>Data Archival</p>	<p>Health Service Providers are free to decide when to make a record inactive, however, it is preferable to follow the “three (3) year rule” where all records of a deceased are made inactive three (3) years after death.</p> <p>Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)</p>

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Data Encryption	<p>Data to be encrypted as per MOHFW guidelines</p> <ol style="list-style-type: none"> 1. Minimum 256-bits key length 2. HTTPS, SSL v3.0, and TLS v1.2 <p>Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)</p>
Data Usage	<p>Patient data can solely be used for patient care.</p> <p>Anonymised or de-identified data in an aggregated form can be used with NCG's permission for clinical research, academic research, statistical analysis, policy formulation, and the development and promotion of diagnostic solutions.</p>
Data Privacy	<p>To maintain the privacy and unauthorized disclosure or use of regulated data such as protected person information or Personally Identifiable Information (PII), which is any information someone could use to identify someone or infer their identity. The EMR vendor shall be responsible to maintain data privacy as per the (EHR) STANDARDS FOR INDIA guideline by Ministry of Health & Family Welfare. Data privacy to be maintained as per policy ISO/TS 14441:2013 Health Informatics – Security & Privacy Requirements</p> <p>Source: (https://main.mohfw.gov.in/sites/default/files/17739294021483341357.pdf)</p>
Termination Terms	
Termination Term	<p>NCG centre reserves the right to withdraw/ terminate the contract with EMR vendor in any of the breaches of contract terms.</p> <p>NCG centre can terminate the contract by giving a 3-month notice to EMR vendor.</p>
EMR Vendor Termination Obligations	<p>EMR (Electronic Medical Records) vendor termination obligations refer to the legal and contractual responsibilities that an EMR vendor must adhere to when ending a business relationship with a NCG centre.</p> <p>The EMR vendor must ensure that all patient data and records stored in the EMR system are transferred securely and accurately to the new system selected by the NCG centre as defined in 13.2</p>

Table 13-1: Downtime Penalty

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

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

Table 13.2: Minimum Data Transfer Obligations on EMR Vendor Termination

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

REQUEST FOR EMPANELMENT OF ONCOLOGY EMR VENDORS

Table 13.3: SLA- Incident Response time

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

