

Reference No: QCI/NABH/1024/374

**Request for Empanelment
of
Software testing agencies for HIS and EMR Systems**



QUALITY COUNCIL OF INDIA

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Tender Notice

1. The Quality Council of India (QCI) invites proposals for "**Empanelment of software testing agencies for the testing of EMR/HIS products as per NABH Standards for HIS/EMR Systems**"
2. The content of this Request for Empanelment (RFE) enlists the requirements of the QCI. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms & bidding process and explain the contractual terms that the QCI wishes to specify at this stage.
3. The Technical Bids and Financial Bids should be submitted in a manner mentioned in this RFE document to procurement@qcin.org on or before **November 01, 2024, by 5PM**.

The financial bids should be submitted in a password protected pdf file.

Note: The proposals that are not password protected shall be rejected. The password must be shared only upon the request, or it may lead to rejection of proposal.

Tender Summary

S. No.	Particulars	Details
1.	Technical and Financial Bid should be submitted to	procurement@qcin.org (Financial Bid in a password-protected pdf file)
2.	Last date and time for submission of applications	November 01, 2024, by 5 PM
3.	Duration of Empanelment	1 year from the date of notification of empanelment, plus two extensions of one year each.
4.	Validity of the Proposal	90 Days
5.	Earnest Money Deposit (EMD)	INR 25,000
6.	Contact Person for clarification	Procurement Team: procurement@qcin.org
7.	Pre-Bid Query	To be submitted to procurement@qcin.org in the format attached in the Annexure
8.	Presentation Round	To be notified via email

I. INTRODUCTION

Quality Council of India

QCI is an autonomous body under Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. The mandate of QCI is to lead a nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting the interests of the nation and its citizens. To achieve this, QCI is playing a pivotal role in propagating, adopting, and adhering to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector, and such other areas of organized activities that have a significant bearing in improving the quality of life and well-being of the citizens of India.

National Accreditation Board for Hospitals & Healthcare Providers (NABH)

The NABH is a constituent board of the Quality Council of India (QCI), which was set up to establish and operate accreditation programs for healthcare organizations. NABH aims to enhance the quality of healthcare in India by promoting the adoption of high standards and best practices. Accreditation by NABH is considered a benchmark for quality and patient safety in hospitals and healthcare institutions. The board provides various accreditation programs, including those for hospitals, small healthcare organizations, blood banks, primary health centres, and wellness centres, among others.

The National Accreditation Board for Hospitals & Healthcare Providers (NABH) offers accreditation to healthcare organizations in a non-discriminatory manner, irrespective of their ownership, legal status, size, or degree of independence. The core objective of NABH standards is to elevate healthcare quality and ensure patient safety. These standards have not only instigated paradigm shifts in the way hospitals deliver healthcare services but have also heightened the awareness of healthcare workers and patients regarding their rights and responsibilities.

II. ABOUT THE PROJECT

In recent years, technological advancements have significantly transformed healthcare delivery. Digital health solutions including telemedicine, wearable devices, health apps, hospital information systems (HIS) and electronic medical records (EMRs) have become fundamental to patient care. India's health technology landscape is rapidly evolving, driven by innovation and digitalization. Government initiatives, private sector investments, and collaborations are propelling this growth, promising to revolutionize healthcare delivery and improve health outcomes for millions nationwide.

In line with these developments, NABH has developed Digital Health Standards for HIS/EMR Systems aimed at enhancing patient care, improving safety, and providing a consistent framework for adopting technology in healthcare. These standards empower patients, guide healthcare providers, and contribute to a more efficient and effective healthcare ecosystem.

Building on the success and wide acceptance of its Digital Health Standards for Hospitals, NABH has launched certification standards for these digital health solutions. The increasing adoption of HIS and EMR systems has underscored the need for standardized systems, practices and protocols to ensure interoperability, data security, and quality care delivery. Establishing robust standards for HIS and EMR systems is essential to optimize their effectiveness, enhance patient safety, and streamline healthcare operations globally.

HIS and EMR systems are pivotal pillars in modern healthcare delivery, revolutionizing patient data collection, storage, and utilization.

- ✓ **Hospital Information Systems (HIS):** These systems collect and process operational and financial process electronically within a healthcare facility. HIS facilitates the management of healthcare information across various levels of the healthcare system, aiding in data driven decision-making, resource allocation, and policy formulation.
- ✓ **Electronic Medical Records (EMR):** These systems collect and manage patient medical information electronically within a healthcare facility. They include details about a patient's health history, such as diagnoses, medications, tests, allergies, immunizations, and treatment plans. EMRs digitize patient medical records, enabling healthcare providers to access comprehensive patient information swiftly and securely.

NABH's digital health standards for HIS and EMR systems are organized into **eight chapters** based on different functional and technical touchpoints. These standards encompass 223 objective elements, categorized as core, commitment, achievement, and excellence, to assess HIS and EMR capabilities. These objective elements are universally applicable to all types of HIS and EMR product capabilities, ensuring a comprehensive evaluation framework. The complete NABH Digital Health Standards for HIS/EMR Systems is available at the following link - [NABH HIS EMR Standards](#)

A HIS/EMR vendor can apply for either HIS and/or EMR certification. Also, for each HIS or EMR certification, the HIS/EMR vendor can apply for either Base or Advanced level certification. The details of these certifications are provided in the NABH Digital Health Standards for HIS/EMR Systems document.

In summary, NABH is striving towards standardizing and improving healthcare technology practices in India, thereby enhancing patient care, safety, and the overall efficiency of healthcare delivery.

III. KEY FEATURES OF EMPANELMENT

The empanelled NESTA (NABH Empanelled Software Testing Agency) will undertake various activities related to testing of HIS and EMR systems.

1. **Tenure of Empanelment by QCI:** The NESTA will be empanelled by QCI. The tenure of empanelment of NESTA shall be for a period of one (1) year, extendable for two periods of one (1) year each based on the performance evaluation of empanelled agencies and/or requirement of NABH/QCI. QCI expects to empanel 6 NESTAs. This number may change based on the emerging business needs of QCI and NABH.
2. **Empanelment Letter:** Selected bidders will be issued an Empanelment letter. The empanelment letter shall not confer any right to engagement. The selected agency or its associates/companies who are empanelled with QCI because of this empanelment process are not allowed to use the name of QCI/NABH, its logo, service marks, or any document for any purpose without the prior written approval of QCI.

3. **Pricing for Testing Services & MTP:** Based on the blended “**per-hour pricing for testing services**” received from testing vendors in the RFE response, QCI will publish a **Maximum Testing Price (MTP) in Rs/hour**, which NESTA can charge for providing testing services to HIS/EMR vendors. The MTP will be discussed and agreed upon between QCI and all shortlisted testing agencies prior to empanelment as NESTAs. MTP will be the same for all NESTAs. Note that NESTA can choose to provide their services at or below the MTP, based on the specific HIS/EMR testing needs.
4. **Training of Team Lead & Software Tester:** NESTA will provide a strong testing team consisting of **Team Lead / Master Trainer** and at least **five Software Testers**. The testing team will be trained by NESTA using the training material provided by NABH.

NABH will provide the initial training which will be about **3-5 days of NABH Software Testing Training** and will include (a) Training on healthcare applications (b) Training of core NABH standards for Hospitals & Digital Health Standards for Hospitals and (c) Training on NABH Digital Health Standards for HIS/EMR Systems (d) Training on the use of NABH Testing Portal including documentation requirements for test results. NABH will conduct a written test at the end of the training. NESTA will share the names of the Master Trainer and Software Testers who have successfully completed the NABH Software Testing Training with NABH.

In case of attrition or change of Team Lead or Software Testers, NESTA must inform NABH about the same within five working days. NESTA will be responsible to conduct training of new team members or participate in refresher training before they are assigned to a project.

5. **Selection of NESTA for Testing Project:** Once a HIS/EMR vendor applies for NABH certification for a HIS/EMR system (System Under Test – SUT), NABH will assign up to 3 NESTAs for SUT in the NABH portal. The HIS/EMR vendor can approach any/all the assigned NESTAs to receive commercial proposals for testing the SUT. The commercial proposal will vary based on the SUT, the extent of testing needed, and the per-hour pricing to be charged by NESTA (not exceeding MTP).

The HIS/EMR vendor can select a NESTA of their choice. The HIS/EMR vendor and NESTA will sign a Scope of Work (SOW) for testing. A sample SOW is provided in Annexure B. Both parties can modify the SOW based on mutual consent.

6. **Payment to NESTA for Testing Services:** The HIS/EMR vendor will pay NESTA directly for providing the testing services. NO payment will need to be made to QCI/NABH for testing services. Similarly, QCI/NABH will NOT be bound to make any payments to NESTA for providing any services to HIS/EMR vendors.
7. **Limitation of Liability:** QCI/NABH shall not be liable for any contractual obligations, financial transactions, or disputes arising between the HIS/EMR vendor and the testing agencies. All contractual and financial responsibilities, including negotiations and payments, will be solely between the HIS/EMR vendor and the testing agencies.

IV. SCOPE OF WORK & TERMS OF ENGAGEMENT

This section outlines the testing and certification process and methodology for HIS and EMR systems as defined by the NABH Digital Health Standards for HIS/EMR Systems.

The steps are designed to ensure a thorough and transparent evaluation, ultimately leading to certification.

1. Application and Self-Assessment

- i. **Standards Definition:** NABH has launched the Digital Health Standards for HIS and EMR systems. These standards comprise of Objective Elements (OE) specific to HIS and EMR, with many OEs common to both HIS and EMR systems.
- ii. **Application Submission:** HIS/EMR vendors will apply to NABH for certification indicating if they want to test (a) EMR/ HIS/ or both products and (b) Base level or Advanced level.
- iii. Vendor will pay **Software Certification Fees** to NABH. This does not include the fees payable to NESTA for the testing efforts, which will be paid directly by the HIS/EMR vendors to NESTA.
- iv. **Self-Assessment:** HIS/EMR vendors must complete a self-assessment against the relevant Objective Elements and submit their results on the NABH website. Self-assessment will guide the HIS/EMR vendor to understand whether their product is eligible for HIS/EMR/Both systems certifications. They will also be able to identify the level of certification- base or advance.

2. Engagement with NESTA

- i. **Assigning of NESTA:** NABH will assign up to three NESTA to the HIS/ EMR vendors on the NABH application portal. NABH will also indicate the approved Maximum Testing Price (MTP) to the HIS/EMR vendors.
- ii. **Proposal and Terms:** The HIS/EMR vendor will connect with the assigned NESTAs and request for the commercial proposal. HIS/EMR vendor can negotiate the final testing fees based on the effort, scope and price (within MTP) provided by NESTA.
- iii. **SoW Signing:** The HIS/EMR vendor and the selected NESTA will sign a Testing SOW. A sample NABH suggested SOW format is given in Annexure A. NABH shall not be held liable in case of any dispute between NESTA and HIS/EMR vendor (will be a part of the Testing SoW).
- iv. **Testing Team:** The NESTA should assign at least a 2-member team to do the HIS/EMR testing within 10 working days of signing the SOW.
- v. **Informing NABH:** HIS/EMR vendor will update selected NESTA information on the NABH Testing Portal.
- vi. **Training of Testing Resources:** NESTA will ensure that the Team Lead / Master Trainer and all Software Testers have completed the NABH HIS/EMR Standards (latest edition) Software Testing training. NABH HIS/EMR Standards testing will ONLY be done by Software Testers who have successfully completed the NABH HIS/EMR Standards Software Testing training. In case of attrition or change in Software Testers, conducting training of new team members or conducting refresher training will be the responsibility of NESTA. NABH will provide the content for the training.

3. Preparation for Testing

- i. **Test Cases:** QCI-NABH will share the relevant test cases in advance with both the NESTA and the software vendor to facilitate preparation.
- ii. **Objective Elements:** The objective elements are divided into four categories, i.e. Core, Commitment, Achievement and Excellence. Based on the HIS/EMR vendor's application, QCI-NABH will assign a subset of the Objective Elements to the NESTA to conduct remote testing.

Levels of Certifications: There will be two levels of certifications, i.e. Base and Advance, details are as below

Category/ Levels	Base	Advance
Core	100%	100%
Commitment	60%	80%
Achievement	30%	60%
Excellence	NA	60%

4. Testing Execution

- i. **Assessment by NESTA:** NESTA will perform the testing of the HIS/EMR system online. NESTA will document testing results for ALL test conducted on the NABH Testing Portal.
- ii. **Online Testing:** Testing is conducted remotely via screen sharing i.e., the HIS/EMR vendor to present the system screen and execute the test cases. NESTA will observe, take screenshots, or records as necessary and document the test results in the NABH Testing Portal
- iii. **Control Rights:** If required, the NESTA can request online control rights from the HIS/EMR vendor to execute test cases directly.

5. Reporting and Validation

- i. **Non-Compliance:** NESTA will raise Non-Compliance/NCs (if any) based on the testing performed and update them on the NABH Testing Portal.
- ii. **Report Creation:** Upon completion of all rounds of testing, the NESTA will create a detailed report as per the NABH format.
- iii. **NABH Validation:** The NESTA report will be shared with the NABH Software Assessor (NSA), who will validate the results and the non-compliances (NCs).

6. Final Certification

- i. **Non-Compliance Resolution:** The HIS/EMR vendor will have up to 90-days to fix all the NCs. Vendor may request an extension of an additional 30 days from NABH, if needed.
- ii. **Re-verification by NESTA:** The HIS/EMR vendor will re-verify all the changes with NESTA. NESTA will update the findings on the NABH Testing Portal accordingly and submit the **Final HIS/EMR Test Report**.
- iii. **Re-verification Time:** NESTA will complete the re-verification testing (incl. submission of Final HIS/EMR Test Report) within 10 working days of HIS/EMR vendor

submitting the readiness for HIS/EMR system re-verification on the non-compliances raised (NCs) after completing the corrective actions.

- iv. **NABH Re-validation:** NABH Software Assessor (NSA) will review Final HIS/EMR Test Report, and submit the recommendation to the NABH Technical Committee
- v. **Certification Issuance:** NABH Technical Committee will review the Final HIS/EMR Test Report and NSA recommendation and make the final recommendation. NABH will issue the certification to the HIS/EMR vendor valid for 2 years.
- vi. **Feedback from NABH:** NESTA will engage closely with the NABH Software Assessor (NSA). For all feedback provided by the NSA on the process or quality of software testing being conducted, NESTA will review and take corrective actions quickly. NESTA will inform NABH on the status of such actions during the **NABH-NESTA Monthly Reviews**

It is highlighted that inability to conform to any of these terms of engagement may result in NESTA being removed from empanelment.

This structured process ensures that HIS/ EMR vendors undergo a rigorous evaluation, adhering to NABH standards, thereby promoting high-quality healthcare solutions.

V. PRE-QUALIFICATION CRITERIA

Interested bidders are expected to meet the following pre-qualification criteria. In case the bidders fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

S. No.	Basic Requirements	Specific Requirements	Document(s) Required
1.	Legal Entity	<p>The bidder firm shall be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956 or any other previous companies act, a Partnership Firm registered under the Indian Partnership Act, 1932, LLP registered under the Limited Liability Partnership Act, 2008, with their registered office in India.</p> <p>The bidder firm should have existed for more than 3 years before the last date of submission of the bid</p>	<ul style="list-style-type: none">• Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association/ Partnership Deed.• GST Certificate• PAN Certificate• MSME certificate (if applicable)• Any other document deemed necessary.
2.	Certification/ Empanelment	<p>The applicant bidder must be empanelled with <u>any</u> of the following agencies:</p> <ul style="list-style-type: none">a) CERT-In empanelled Information Security Auditing Organisations, ORb) STQC empanelled laboratories, ORc) ISO 27001 or ISO 29119, OR	A certification/ empanelment document stating the applicant's organisation is currently empanelled with the mentioned agency

		d) NABL Accredited Software Testing Laboratories, OR e) NABC Accredited Certification Body under scope ITSMS	
3.	Turnover	<p>The bidder firm must be registered in India with appropriate tax and other administrative authorities.</p> <p>The bidder must have an average annual turnover of Rs. 5 (five) Crores generated in the past 3 (three) financial years (2021-22, 2022-23, 2023-24).</p>	i. Turnover Certificate(s) issued by CA or Signed Annual Financial Statements stating total revenue during each of the 3 (three) financial years i.e., FY 2021-22, 2022-23, 2023-24 ii. Un-audited financial statements can be submitted for FY 2023-24
4.	Work Experience	The bidder must have carried out at least 10 (ten) IT software testing audits (including functional and technical audits) work orders with a value of Rs. 10 lakhs each in the last three (3) years.	Copy of Completion certificate/ work order/Contract*/ Letter of Award/ for each of the mentioned assignments should be submitted
5.	Non-Blacklisting	The bidding entity must not be blacklisted/terminated/debarred by any state or central government or PSU or autonomous body should not have been found guilty of any criminal offense by any court of law, in the last three (3) years.	Format attached as Form-D in Annexure to be submitted on non-judicial stamp paper of Rs. 100/-, duly notarized
6.	Employees	The Applicant should have an office in India with at least 100 qualified professionals for IT services and at least 30 software testing professionals based out of India.	Format attached as Form-E in Annexure

*** Note:** In case the agency is bound by any Non-Disclosure Agreement (NDA) clause and is not able to submit the work order copy, a redacted version of the Documents can be submitted masking confidential information such as the name of the party however **the Document should clearly mention the nature of work performed, contract value, duration of the contract.**

VI. TECHNICAL EVALUATION CRITERIA

The bids will be evaluated in two stages: Technical Evaluation (comprising pre-qualification check and technical presentation) and financial evaluation. The technical evaluation shall be based on the following criteria:

S. No.	Criteria	Weightage
1.	Brief about the understanding of the mentioned scope of work, including the scope of NABH Digital Health Standards for HIS/EMR Systems (to be covered in Management Presentation)	10
2.	Approach, methodology, and work plan to carry out the project & commitment of the leadership team to invest in QCI/NABH initiative (to be covered in Management Presentation)	20
3.	<p>Relevant Experience: Citations highlighting the organization's experience of working on the following criteria:</p> <ul style="list-style-type: none"> • Relevance • Scope of project • Scale and size of the engagement <p>The marks will be distributed as follows, based on number of testing project completed in the past 3 years:</p> <ul style="list-style-type: none"> • 5 = Carried out 10 testing projects of value \geq Rs. 10 lakhs each • 3 = Carried out 6 testing projects of value \geq Rs. 10 lakhs each • 2 = Carried out 4 testing projects of value \geq Rs. 10 lakhs each <p>In addition, based on number of testing projects of value completed in the past 3 years:</p> <ul style="list-style-type: none"> • 5 = Carried out 4 testing projects of value \geq Rs. 25 lakhs each • 2 = Carried out 2 testing projects of value \geq Rs. 25 lakhs each 	10
4.	<p>Healthcare Software Experience: The testing agency should have carried out software development or software testing in healthcare</p> <p>The marks will be distributed as follows, based on number of healthcare project completed in the past 2 years:</p> <ul style="list-style-type: none"> • 5 = Carried out 4 healthcare projects of value \geq Rs. 10 lakhs each • 3 = Carried out 3 healthcare projects of value \geq Rs. 10 lakhs each • 2 = Carried out 2 healthcare projects of value \geq Rs. 10 lakhs each • 1 = Carried out 1 healthcare project of value \geq Rs. 10 lakhs each 	5
5.	<p>Turnover: A detailed review of the financial certificate provided by the testing agency which shall include the revenues, profitability, etc. for which the organization shall turn over the certificate for the last three years (i.e., 2021-22, 2022- 23, 2023-24)</p> <p>The marks will be distributed as follows:</p> <ul style="list-style-type: none"> • 10 = Annual turnover \geq Rs. 20 Cr. • 7 = Annual turnover \geq Rs. 15 Cr. and up to 20 Cr. • 5 = Annual turnover \geq Rs. 10 and up to 15 Cr. • 2 = Annual turnover \geq Rs. 5 Cr and up to 10 crores 	10
6.	<p>Software Testing Resources / Professionals: CVs of the testing agency resources to be reviewed as below:</p> <ul style="list-style-type: none"> • Educational qualifications – 20%, • Relevant experience – 20% • Adequacy for the assignment – 60% 	10

	<p>Team Lead / Master Trainer - Minimum requirement:</p> <ul style="list-style-type: none"> • Bachelor's degree in engineering or master's in computer application • 10+ years of experience working in quality assurance and testing • Strong team management and communication skills • Relevant certifications in software testing (preferred) • Experience in healthcare software (preferred) <p>Software Tester - Minimum requirement:</p> <ul style="list-style-type: none"> • Bachelor's degree in engineering or master's in computer application • 3+ years of experience working in software testing • Relevant certifications in software testing (preferred) • Experience in healthcare software (preferred) <p>The marks will be distributed as follows:</p> <ul style="list-style-type: none"> • 10 = Relevant master trainer and 10 relevant tester profiles • 7 = Relevant master trainer and 5 relevant tester profiles • 5 = Relevant master trainer and 3 relevant tester profiles • 2 = Master trainer only 	
7.	<p>Leading industry certifications attained by the testing agency. Some of the leading testing certifications are:</p> <ul style="list-style-type: none"> • ISO 9001 and ISO 27001 • CMMI level 3 and above <p>The marks will be distributed as follows:</p> <ul style="list-style-type: none"> • 5 = Any relevant two or more leading industry certification • 3 = Any one industry leading certification • 0 = No leading industry certification 	5
Total		70

A minimum of 45 out of 70 marks is required in the technical presentation to qualify for the financial bid evaluation.

VII. FINANCIAL BID EVALUATION CRITERIA

A. Financial Bid (Blended “Per hour pricing for testing services”)

All applicants are required to submit the blended “**per-hour pricing for testing services**” as per the template provided in the Financial Proposal section.

The “Financial Score” will be computed against the median of the lowest 5 financial bids (in case there are fewer than five financial bids, NABH will determine the “Financial Score” by taking the median of the bids that have been received) - called the **Reference Price**, as explained below:

Applicant Pricing	Financial Score
Below or equal to the Reference Price	30
Within 125% of the Reference Price	25
Within 126-150% of the Reference Price	20
Within 151-175% of the Reference Price	15
Within 176-200% of the Reference Price	10
Above 200% of the Reference Price	0

B. NESTA Selection and Maximum Testing Pricing (MTP) Computation

Final scores out of **100** (70 TQ + 30 Commercials) will be calculated for the shortlisted applicants. The top six testing agencies will be shortlisted based on the total score. The median of the per-hour pricing of the six shortlisted agencies will be computed as the **Maximum Testing Pricing (MTP)**.

QCI will reach out to the shortlisted testing agencies whose commercial bid is above the MTP and confirm if they are ready to meet this price band. In case any testing agency disagrees, the next best testing agency (7th) based on the score will be approached with the MTP offer.

Finally, the 6 testing agencies who agree with the MTP will be empanelled and an empanelment MoU will be signed with QCI. The draft empanelment MOU is given in Annexure-A. QCI will announce/publish the list of 6 empanelled NESTAs on their website.

NOTE on Abnormally Low Bids (ALB): An abnormally low bid is one for which the bid price, in combination with other elements of the bid, appears so low that it raises material concern as to the capability of the bidder to perform the work at the offered price. When the lowest evaluated bid price appears to be abnormally low, QCI shall undertake a review process to identify abnormally low rates by comparing them with other substantially responsive bids, recently awarded similar contracts. QCI may in such cases seek written clarification from the bidders of the reasons for the offered bid price, including detailed price analyses of its bid price in relation to scope, schedule, proposed methodology, allocation of risks and responsibilities, and any other requirements of the bid document. This may include information regarding the services to be provided, the technical solutions to be adopted, and any exceptionally favourable conditions available to the bidder for the supply of the services. After examining the explanation given and detailed price analyses presented by the bidder, QCI may decide whether to accept or reject the bid.

VIII. GENERAL TERMS AND CONDITIONS

- 1. Validity of Empanelment:** The empanelment shall be valid for a period of one (01) year from the date of notification of empanelment results and further extendable at the same terms and conditions for another two terms of one (01) year each after due evaluation of the performance and/or requirement of the assignment
- 2. Consortium is not allowed:** The applicant bidder should be a single organization. Consortium bidding is not allowed. The applicant bidder should not subcontract/outsource any part of the work to any other organisation.
- 3. Blacklisting/debarring:** QCI reserves the right to cancel the empanelment letter issued and debar the organisation if it is discovered that the organisation had produced any false information, on the continued delivery of unsatisfactory services, insolvency of the organisation or any other ethical ground as deemed fit by giving a 7-day prior written notice.
- 4. Presentation:** As a part of the evaluation of proposals submitted by the applicants, QCI shall seek further information or a presentation from the organizations for evaluation purposes. QCI may call for such information/ presentation at short notice. The presentation link shall be sent to only those bidders who qualify for the prequalification criteria.

5. **Authorization of Signatory:** The Bid may be signed either by the Principal Officer of the service-providing organisation or his/her duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondence) received hereby, shall, as far as possible, be furnished and signed by the Authorised Representative or the Principal Officer. The Principal Officer/ authorized representative of the organisation shall sign the proposal and initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.
6. **Subletting of Work:** There must be no further subcontracting or transfer of work to any other organization without prior written consent of QCI.
7. The contract will be awarded to the bidder whose proposal conforms to the terms of the RFE and is, in the opinion of QCI, the most advantageous and represents the best value of the assignment, price, and other factors considered.
8. **Ethics:** QCI expects all bidders, and shortlisted testing agencies to show the highest ethical standards during the assignment. If any complaints/information regarding any incident of malpractices (bribery, seeking monetary or non-monetary favour/gifts) is brought to the notice, the shortlisted testing agency shall take the necessary action (to the extent of expulsion/removal) as per its organization rules and laws applicable at that time. QCI is absolved of any liability/claim arising out of any such above situations.
9. **Conflict of Interest:** QCI requires that the testing agencies always provide professional and objective services and hold the QCI's interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
10. No part of this document including the Annexure can be reproduced in any form or by any means, disclosed or distributed to any person without prior written consent of QCI, except to the extent required for submitting the bid and no more. The information contained in this document is only disclosed for the purposes of enabling potential testing agencies to submit a proposal to QCI. This document should not therefore be used for any other purpose. This document contains proprietary information furnished for evaluation purposes only; except with the written permission of the QCI, such information may not be published, disclosed, or used for any other purpose. The bidders acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret, and other intellectual property rights relating thereto, are and at all times shall remain the sole property of QCI. The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with QCI. Testing agencies must agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.
11. The bidders submitting their proposals would be responsible for all the expenses, costs and risks incurred towards the preparation and submission of their proposal, attending any pre-bid meeting and visiting the site or any other location in connection therewith. QCI shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

12. Intellectual Property Rights/Interventions: QCI will own all the intellectual property resulting out of the services being performed under this contract “Intellectual Property and Invention” includes documents, process, reports, concept papers, ideas, concepts, creations, discoveries, inventions, improvements, know-how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, including their source code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments. “Intellectual Property Rights” or “IPRs”/ “Inventions” include (i) all rights, title and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same. The Service Provider may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Service Provider owns in performing the Services. The Materials (including any improvements or knowledge developed while performing the Services), and any working papers that are developed in the course of the Services shall rest with QCI. The Service Provider shall not use any such Materials included in the Reports, as well as the Reports themselves without the prior permission of QCI. On completion of the project, all documents, SOPs, reports, dashboards, data etc. collected and prepared by the Service Provider as a part of the contract, shall be transferred to QCI.

13. Bid Validity: The bid submitted by the testing agencies shall remain valid for a period of 90 days after the closing date (deadline) for submission of proposals prescribed in this document. During the evaluation, QCI may, at its discretion, ask the respondents for clarifications on their proposals. The bidders are required to respond within the time frame prescribed by QCI.

14. Earnest Money Deposit (EMD)/ Bid Security: Bidders must submit the empanelment application fee and Bid Security (EMD) of INR Rs 25,000 with their bids, as detailed below:

- i. By demand draft in favour of Quality Council of India, payable at New Delhi, or
- ii. Deposit through RTGS/ NEFT as detailed under: -

For payment of EMD through Bank transfer:

Name of the Bank	Axis Bank LTD, 6/83, Padam Singh Road, Karol Bagh, New Delhi
Name of the Account	Quality Council of India
Saving Bank Account	223010100053020
IFSC Code	UTIB0000223

Note:

- i. NO CHEQUES WILL BE ACCEPTED. The applicant whose EMD has been deposited by NEFT/RTGS, must enclose the transaction details/ evidence along with their technical bid, otherwise the bid will be rejected.
- ii. Bid security in any other form will not be entertained.
- iii. No interest will be payable to the Bidder on the amount of the EMD. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days of completion of the process.
- iv. In case bid is submitted without the bid security then QCI reserves the right to reject the bid without providing an opportunity for any further correspondence to the bidder concerned.
- v. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - Bidder does not respond to requests for clarification of its Proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be nonresponsive.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

Note: MSEs (Micro and Small) are exempted from paying Earnest Money Deposit. In this case, participants are required to submit valid MSE registration certificates (Udyog Aadhaar) to avail exemption.

15. EMD Refund:

- i. **For Unsuccessful Bidders:** The EMD of all unsuccessful bidders would be refunded without interest by QCI on finalization of the bid in all respects by the successful bidders within 30 days after finalization of the tender.
- ii. **For Successful Bidders:** The EMD of successful bidders would be returned without interest. The above-mentioned refund would be completed within 30 days of the issue of the work order to the successful bidder.
- iii. In case a bid is submitted without the bid EMD then QCI reserves the right to reject the bid without providing the opportunity for any further correspondence to the bidder concerned.

16. QCI reserves the right to cancel the empanelment and debar the testing agency if it is discovered it had produced any false information, on the continued delivery of unsatisfactory services, insolvency of the organisation, or any other ethical ground as deemed fit by QCI by giving a 15-working day written notice.

17. Fraud/ Corruption: QCI requires that the bidders participating in the process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, QCI defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
- iii. "Collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of QCI, designed to establish prices at artificial, non-competitive levels.

- iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. QCI will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; and
- v. QCI will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

18. Termination of Empanelment

i. Termination for Default

QCI reserves the right to terminate / short close the empanelment, without prejudice to any other remedy for breach of terms and conditions, by giving 15 days' notice if the testing agency fails to perform any obligation(s) under the terms and conditions and if service provider, does not cure their failure within a period of 7 days (or such longer period as QCI may authorize in writing) after receipt of the default notice from QCI.

ii. Termination for Insolvency

QCI may at any time terminate the empanelment by giving written notice without compensation to the testing agency if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to QCI.

iii. Termination for Convenience

QCI may by written notice sent to testing agency, terminate the empanelment, in whole, at any time for its convenience

- iv. The testing agency may request for de-empanelment, by giving 15 working days' written notice to QCI, if the testing agency reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

19. Language: The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the proposal exchanged by the bidder and QCI shall also be written in the English language.

20. Companies' Personnel: The service provider shall employ and provide at its own cost such qualified and experienced consultants as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the testing agency and QCI will in no way be responsible for any such claims/ damages.

21. Indemnity: The service provider undertakes to indemnify QCI from and any losses that QCI may incur due to any deficiency in services rendered by the testing agency or any instance of corruption or improper payment.

22. Written Undertaking: QCI may at any time require the testing agency and its employees/advisors/professionals, to whom confidential information may be disclosed in the course of execution of the contract, to give a written undertaking in the form of a deed

reasonably accepted to QCI and relating to the use and non-disclosure of the confidential information relating to QCI or any Government Department or relating to any Ministry and or such other information that QCI suggests to be confidential. Upon receiving a request aforesaid the testing agency must promptly arrange for all such undertakings to be given to QCI.

23. Knowledge Transfer: Subject to any qualification or provision to the contrary in the statement of work, the testing agency must provide the following assistance to the QCI on termination or expiration of this Contract:

Transferring or providing access to the QCI to all information stored by whatever means held by the testing agency or under its control in connection with this contract; and making Specified Personnel / employees and testing agency's personnel available for discussions with the QCI as may be required. The time, length and subject of these discussions will be at the sole discretion of the QCI, provided that any matter discussed is not considered to reveal any 'commercial-in-confidence' information of the testing agency.

24. Force Majeure: Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include:

- i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- ii. any event which a diligent Party could reasonably have been expected both to consider at the time of the signing of the Contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- iii. Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

25. Maintenance of Confidentiality: The testing agency must not divulge any confidential information and assure that reasonable steps are undertaken to provide for the safe custody of any and all confidential information in its possession, and to prevent unauthorized access thereto or use thereof. The testing agency must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it deems fit, and the testing agency must comply with these conditions. The confidentiality clause shall continue for a longer period than one year after the termination of the contract or contract expiry period.

The testing agency shall not without the consent in writing of QCI publish any article or photograph in any form relating to the engagement.

The selected agency will be required to sign a mutually agreed Non-Disclosure Agreement (NDA)

26. Taxes & Duties: The testing agency shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India.

27. QCI reserves the right to accept or reject any bid, to annul the entire bid process or reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected testing agency or any obligation to inform the affected service providers the grounds for such decision. The bidder is liable to be rejected if:

- i. Application not in prescribed forms and/or not containing all required details.
- ii. Application not properly sealed and signed as per requirements.
- iii. Application received after the expiry of due date and time.
- iv. Missing of any supporting document(s) with the bid.
- v. Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- vi. Bidder has submitted a proposal that is not accompanied by required documentation or is non-responsive, and failed to provide clarifications related thereto, when sought.
- vii. Bidder has submitted more than one proposal
- viii. Bidder was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.
- ix. The bidder has made any alteration / changes in the bid after the closing time and date. Unsolicited correspondence from the bidder will not be entertained.

28. Amendments to RFE: At any time prior to the last date for receipt of applications, QCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFE document by an amendment. To provide prospective applicants with reasonable time to take the proposed amendments into account while preparing their proposals, QCI may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFE. Any such amendment shall be communicated to the testing agency.

29. Disclaimer:

QCI reserves the right:

- i. To terminate the RFE process at any time, without assigning any reasons thereof;
- ii. To reject any/all applications without assigning any reasons thereof;
- iii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
- iv. To include any other item in the scope of work at any time after consultation with bidders or otherwise.

IX. SUBMISSION OF PROPOSAL

1. Technical Bid/ Proposal (To be submitted in a PDF format): The technical bid/proposal must include the following:

- i. All supporting documents for the pre-qualification criteria;
- ii. All necessary documents for the technical criteria;
- iii. Form-A: Cover Letter
- iv. Form-B: Relevant Project Experience
- v. Form-C: Details of Responding Organisation
- vi. Form-D: Non-Blacklisting Undertaking
- vii. Form-E: Undertaking for employees on company pay-roll

2. Financial Proposal:

(To be submitted on the letter head duly digitally signed)
(The PDF file should be password protected)

Particulars	Rate Per Hour *
Software testing services	

*Exclusive of taxes

In preparing the Financial Proposal, the bidders are expected to take into account the requirements and conditions outlined in the RFE document and quote a **“Per-hour pricing for testing services”**.

The quoted blended **“Per hour pricing for testing services”** includes all cost heads required for providing NESTA services, including but not limited to:

- Software tester time/effort
- Software testing manager time/effort (expected ratio 1 Manager: 05 software testers)
- Testing hardware (computer, laptop), high-speed internet connectivity
- Office/infrastructure and related costs

Travel or any other out-of-pocket costs (where needed) can be charged on actuals with prior written permission between NESTA and HIS/EMR vendor. Applicable taxes could be extra.

The Financial Proposal should be valid for at least **90 days** from the last date of submission of proposals.

3. Submission Guidelines:

- i. Bids/Proposals not conforming to the prescribed format and not containing all the relevant documents /information would be summarily rejected.
- ii. All the pages of the proposal/ bid document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- iii. All pages of the bid including the duplicate copies, shall be signed and stamped by the authorised signatory.
- iv. Please Note that Prices must not be indicated in the Technical Bid.

Interested parties may submit the technical and financial Proposal in a PDF file to procurement@qcin.org on or before **November 01, 2024, by 5 PM**. The financial bids should be submitted in a **password protected pdf file**.

Note: The proposals that are not password protected shall be rejected. The password must be shared only upon the request, or it may lead to rejection of proposal.

For further queries, you may please contact the below mentioned:

Procurement Team

Email id: procurement@qcin.org

Annexures

Form A: Application Letter

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To,
Deputy Director (Finance & Accounts),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Submission of proposal in response to the RFE for “_____”

Dear Sir,

1. Having examined the RFE document, we, the undersigned, herewith submit our proposal in response to your RFE dated <dd/mm/yy> for _____
2. We undertake, if our proposal is accepted, to assign a team dedicated to this project.
3. We have read the provisions of RFE and confirm that these are acceptable to us. We further declare that additional conditions, variations, and deviations, if any, found in our proposal shall not be given effect.
4. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and QCI or its appointed representatives.
5. We agree to unconditionally accept all the terms and conditions set out in the RFE document and also agree to abide by this proposal response for a maximum period of THREE MONTHS from the date fixed for proposal opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this proposal response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and QCI.
6. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.
7. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the QCI as to any material fact. We agree that QCI is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the Proposal response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2024

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Organisation) Seal/Stamp of testing agency

Form B: Relevant Project Experience

S. No.	Name of the Project/ Engagement	Client name	Duration (Period)	Value

Form C: Details of responding organization

S. No.	Particulars	Details to be furnished	
1.	Details of responding Organisation		
	Legal Name -		
	Legal Entity Type -		
	Year of establishment -		
	Address -		
	Contact Person: Name - E-mail ID - Phone no. -	Fax -	
	Website -		
2.	Information about responding Organisation		
	Status of Organisation (Public Ltd. / Pvt. Ltd etc.)		
	Details of Registration (Ref e.g. ROC Ref #)		Date
			Ref #
	Details of Service Tax Registration		Date
			Ref #
2.	Current Year Turnover (Rs Crores) from _____ Services in India;		
3.	Company Profile (Operations in India)		
3.1	Average turnover from Indian Operations from _____ services in last three years	(Turnover in Rs Crores)	
3.2	Full-time professional staff engaged in related IT services	(Number of Staff)	
3.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific offices should not be considered)	(Number of Offices in different cities/towns and their address)	

Form D: Format for Non-Blacklisting Undertaking

(To be submitted on the Letterhead of the responding firm)

To,
Deputy Director (Finance & Accounts),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Non-Blacklisting declaration in connection with RFE Ref. No. _____ dated____ for _____

Dear Sir,

This is to notify you that our Firm/Company/Organisation _____ intends to submit proposal in response to invitation for RFE Ref. No. _____ for <>. In accordance with the above, we declare that:

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

Dated this Day of 2024

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Organisation) Seal/Stamp of Vendor

Form E: Format for Undertaking for employees on company pay-roll

To,
Deputy Director (Finance & Accounts),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Undertaking for employees on organisation pay-roll for the past one year

Dear Sir/Mam,

This is to certify that <name of bidder agency> ensures that we have more than 100 employees on our payroll for the past one year. The qualifications and years of experience of the mentioned number of employees comply with the scope of work of QCI's RFE no.< reference no.>.

Dated this Day of 2023

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Organisation)

Seal/Stamp of Vendor

Pre-bid query form

PRE-BID ENQUIRY FORM

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

Draft of MOU Between Software Testing Agency and QCI

Between

Quality Council of India - National Accreditation Board for Hospitals & Healthcare Providers (QCI/NABH)

And

[Third Party Software Testing Agency Name]

Effective Date: [Date]

1. Introduction

This Memorandum of Understanding (MoU) sets forth the terms and conditions under which QCI/NABH Emppaneled Software Testing Agency (NESTA) will collaborate with the National Accreditation Board for Hospitals & Healthcare Providers (QCI/NABH) to provide software testing services for Hospital Information Systems (HIS) and Electronic Medical Records (EMR) products.

2. Purpose

The purpose of this MoU is to establish a framework for cooperation between QCI/NABH and <NESTA name> to ensure that HIS/EMR products meet the required standards of quality, functionality, and security as per the NABH Digital Health Standards for HIS/EMR Systems 1st Edition.

3. Scope of Work

- NESTA will provide a strong testing team comprising of one Master Trainer and five (5) software Testers fulfilling the QCI/NABH qualification criteria (NESTA Team).
 - **Master Trainer:** Responsible for overseeing the testing process, ensuring adherence to standards, and providing training and guidance to the testers.
 - **Testers (five):** Responsible for executing various testing activities as per the guidelines and attend the training provided by QCI/NABH.
- The NESTA Team will undergo QCI/NABH software testing training (3-5 days) on the NABH Digital standards for HIS/EMR systems to be eligible to conduct testing on the HIS/EMR products.
- The NESTA Team will perform testing services for HIS/EMR products as per the standards and test cases defined by NABH.
- NESTA will ensure that testing of HIS/EMR systems and submission of reports are as per the guidelines using the NABH Testing Portal.

4. Responsibilities

4.1 QCI/NABH Responsibilities:

- QCI/NABH shall provide comprehensive guidelines, standards, and test cases necessary for the testing of HIS/EMR products.
- QCI/NABH will grant access to the NABH Testing Portal to facilitate HIS/EMR product testing.
- QCI/NABH will provide necessary training and resources to the Master Trainer and designated Testers to ensure proficiency in the testing process.
- QCI/NABH will monitor and evaluate the testing process to ensure compliance with the established standards and guidelines.
- QCI/NABH will facilitate the allotment of up to three NESTA to HIS/EMR vendors to select from for conducting product testing on the NABH Testing Portal.
- QCI/NABH will assign a designated NABH Software Assessor (NSA) responsible for validating the test reports and non-compliances (NCs) submitted by the NESTAs.
- QCI/NABH will collect feedback from HIS/EMR vendors and take appropriate action where necessary.

- QCI/NABH shall perform periodic evaluations of NESTAs in accordance with pre-defined criteria to ensure continuous adherence to quality standards and feedback from HIS/EMR vendors.

4.2 NESTA Responsibilities:

- NESTA shall ensure a strong NESTA Team - including a designated Master Trainer and at least five software testers for NABH assessments.
- NESTA is responsible for ensuring that the testing team is well-versed in NABH guidelines and standards.
- NESTA is responsible for providing adequate training and knowledge transfer to new team members and provides refresher training to existing team members whenever needed.
- Any changes to the NESTA Team for NABH assessments must be communicated to QCI/NABH within five working days.
- Any new team member must pass the NABH Assessor training to be certified as a tester.
- Profile of Team Lead / Master Trainer - Minimum requirement:
 - Bachelor's degree in engineering or master's in computer application
 - 10+ years of experience working in quality assurance and testing
 - Strong team management and communication skills
 - Relevant certifications in software testing (preferred)
 - Experience in healthcare software (preferred)
- Profile of Software Tester - Minimum requirement:
 - Bachelor's degree in engineering or master's in computer application
 - 3+ years of experience working in software testing
 - Relevant certifications in software testing (preferred)
 - Experience in healthcare software (preferred)

4.2.1 NESTA Response Time

NESTA will provide a highly responsive service to HIS/EMR vendors. The key response time SLAs are:

- **Testing Commercial Proposal:** Within 10 working days of request made by HIS/EMR vendor (including scoping of project and interactions with HIS/EMR vendor)
- **Testing Start Time:** NESTA will set up at least a 2-member team to do the HIS/EMR testing within 10 working days of signing the SOW
- **Re-verification Time:** NESTA will complete the re-verification testing (incl. submission of Final HIS/EMR Test Report) within 10 working days of HIS/EMR vendor submitting the HIS/EMR system for Re-verification after completing all non-compliances (NCs)

4.2.2 NESTA Testing Process

- NESTA will conduct comprehensive online testing of HIS/EMR products via the NABH Testing Portal and provide detailed performance reports.
- NESTA will address any issues or discrepancies identified during the testing process promptly and efficiently.
- NESTA will record and document all observations, screenshots, and test results in the NABH Testing Portal, with provisions for recording if required.
- NESTA will accept the decision of the QCI/NABH Software Assessor (NSA) as the final decision and take necessary actions as suggested by QCI/NABH
- NESTA, including its affiliates and associated entities, shall not use the name, logo, service marks, or any documentation of QCI/QCI/NABH for any purpose without prior written consent from QCI.

5. Pricing for Testing Services & MTP:

NESTA will price testing services based on a “per-hour pricing for testing services”. QCI will publish a Maximum Testing Price (MTP) in INR/hour which NESTA can charge for testing services. NESTA will ensure that its pricing for HIS/EMR vendors does not exceed MTP.

6. Conflict of Interest:

If NESTA has **ANY** business relationship with HIS/EMR vendor outside of the NABH HIS/EMR testing relations, NESTA will highlight that to NABH immediately. Similarly, if there are **ANY** other conflicts of interest between HIS/EMR vendor and the NESTA, NESTA will highlight this to NABH immediately.

7. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the course of this collaboration. Confidential information will include but not limited to information related to NABH standards, NABH testing process and testing use cases/data, HIS/EMR vendor product information (including software, documentation etc.). This clause will survive the termination of this MoU.

8. Non-disclosure

NABH retains all proprietary rights, including intellectual property rights, to any standards, guidelines, methodologies, and other proprietary materials provided to NESTA for the purpose of testing HIS/EMR products. NESTA acknowledges that it does not acquire any rights, title, or interest in NABH’s proprietary materials, except for the limited right to use such materials solely for the purpose of conducting tests as empaneled by NABH.

All reports, results, and related documentation generated by NESTA in connection with the testing of HIS/EMR products shall be the exclusive property of NABH. NESTA agrees to assign and hereby assigns to NABH any and all rights, title, and interest it may have in such reports and results. NESTA shall not use, disclose, or reproduce NABH’s proprietary materials or the testing results for any purpose other than as expressly authorized by NABH in writing.

9. Financial Terms:

- All payments for software testing services are to be made directly by the HIS/EMR product vendor to NESTA. There will be no contracts or payments involving QCI/NABH in this matter.
- The fees for software testing will be determined solely between the HIS/EMR vendor and NESTA. If additional rounds of testing are required, NESTA reserves the right to charge extra fees to the HIS/EMR vendor based on the testing effort.
- In the event of any disputes, QCI/NABH will not be obligated to make any payments to NESTA for services rendered to HIS/EMR vendors.
- NESTA will not charge more than the Maximum Testing Price (MTP) agreed upon in Rs/hour during the empanelment process. However, NESTA may opt to offer their services at rates below the MTP, depending on the specific needs of the project.

10. Duration

- This MoU will be effective from the date of signing and will remain in force for a period of **one year**, unless terminated earlier by either party with one month's written notice.
- The empanelment is extendable for **two periods of one (1) year each** based on the performance evaluation of empaneled agencies and/or requirement of QCI/NABH
- **Termination:** **Both** parties can terminate the contract for any reason whatsoever by providing a 60-day notice. Upon receiving termination notice, NESTA will be liable to complete all testing work in progress, and communicate the termination notice to the concerned HIS/EMR vendors.

11. Limitation of Liability:

- QCI/NABH shall not be liable for any contractual obligations, financial transactions, or disputes arising between the HIS/EMR vendor and the testing agencies. All contractual and financial responsibilities, including negotiations and payments, will be solely between the applicant and the testing agencies.
- QCI/NABH shall not be held liable in case of any dispute between NESTA and HIS/EMR vendor.

12. Dispute Resolution

Any disputes arising out of or in connection with this MoU shall be resolved amicably through mutual consultation and negotiation. If not resolved, the matter shall be referred to arbitration as per the applicable laws.

13. Miscellaneous

- This MoU does not create any legal obligations or liabilities between the parties.
- Each party will bear its own costs and expenses related to this MoU.
- This MoU constitutes the entire understanding between the parties and supersedes all prior agreements and understandings.

For: National Accreditation Board for Hospitals & Healthcare Providers (QCI/NABH)	For: [Third Party Software Testing Agency Name]/NESTA
Name:	Name:
Title:	Title:
Signature:	Signature: