

# Foundation for Innovative New Diagnostics (FIND)

## Advertised Tender Enquiry (ATI)

### Bid Document for

**Development, Implementation and Maintenance of  
Laboratory Information Management System (LIMS)  
including Supply of related IT equipment and  
associated Services**

**Bid Ref. No.: SAMS/FIND/LIMS/38/2017**



*(Procurement Agent)*

**STRATEGIC ALLIANCE**

**Management Services Pvt. Ltd.**

B01- B03, Vardhman Diamond Plaza, Community Centre, D B  
Gupta Road, Paharganj, New Delhi- 110055, India

Phones: 011-43580626/27

Email: [procurement@samsconsult.com](mailto:procurement@samsconsult.com)

Website: [www.samsconsult.com](http://www.samsconsult.com)

**Advertised Tender Enquiry (ATI)**  
**BID DOCUMENT**  
**FOR**  
**Development, Implementation and Maintenance of Laboratory**  
**Information Management System (LIMS) including Supply of related IT**  
**equipment and associated Services**

**Key Information**

<b>Name of the Project</b>	Procurement of Equipment, Goods, Works Services and Reagents for GFATM Project [Foundation for Innovative New Diagnostics (FIND) Contract no. PA/GFATM/001/2013-14]
<b>Source of Funding</b>	The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM), Geneva, Switzerland
<b>Bid Ref. No.</b>	SAMS/FIND/LIMS/38/2017
<b>Duration of Sale of Bid Document</b>	9 <sup>th</sup> June, 2017 to 2 <sup>th</sup> July, 2017
<b>Time and Date for Receipt of Request for Clarifications</b>	By 1100 hours on 19 <sup>th</sup> June, 2017 (All such request must be submitted through mail to <a href="mailto:procurement@samsconsult.com">procurement@samsconsult.com</a> )
<b>Time and Date for Pre-Bid Meeting</b>	1500 hours on 19 <sup>th</sup> June, 2017
<b>Time and Date for Receipt of Bids</b>	1430 hours on 3 <sup>rd</sup> July, 2017
<b>Time and Date for Opening of Technical Bids</b>	1500 hours on 3 <sup>rd</sup> July, 2017
<b>Place of Pre-Bid Meeting, Bid Submission and Opening of Bids</b>	Strategic Alliance Management Services Pvt. Limited (SAMS), B01-B03, Vardhman Diamond Plaza, Community Centre, Motia Khan, D.B. Gupta Road, Paharganj, New Delhi 110055, INDIA

## CONTENTS

NOTICE INVITING TENDERS (NIT) .....	5
CHAPTER– I: INSTRUCTIONS TO BIDDERS (ITB) .....	7
CHAPTER – II: Technical Specification Requirements (TSR) for Development, Implementation and Maintenance of Laboratory Information Management System (LIMS) including Supply of related IT equipment and associated Services.....	20
CHAPTER – III: TECHNICAL BID – STANDARD FORMS .....	42
CHAPTER – IV: FINANCIAL BID – STANDARD FORMS .....	52
CHAPTER– V: CONDITIONS OF CONTRACT (COC) .....	62
CHAPTER – VI: CONTRACT FORM .....	70
CHAPTER – VII: OTHER STANDARD FORMS .....	72
FORM – A: MANUFACTURER’S AUTHORIZATION FORM.....	73
FORM – B: BANK GUARANTEE FORM FOR EMD .....	74
FORM – C: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY .....	75

## **Notice Inviting Tenders (NIT)**

**NOTICE INVITING TENDERS (NIT)**  
**for**  
**Development, Implementation and Maintenance of Laboratory**  
**Information Management System (LIMS) including Supply of related IT**  
**equipment and associated Services**

**Bid Ref. No. SAMS/FIND/LIMS/38/2017**

**Dated: 09/06/2017**

1. Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by Foundation for Innovative New Diagnostics (FIND) for providing procurement consultancy services for equipment, goods, works and services for TB Laboratories across India under Revised National Tuberculosis Control Programme (RNTCP), Ministry of Health and Family Welfare (MoHFW), Govt. of India funded by The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM)
2. SAMS hereby invites bids from eligible and qualified Bidders for the **“Development, Implementation and Maintenance of Laboratory Information Management System (LIMS) including Supply of related IT equipment and associated Services”**. The detailed Technical Specification Requirements (TSR) are given in Chapter – II of the Bid Documents.
3. Bidding will be conducted through the ‘Advertised Tender Enquiry’ method and procedures as set out in the ‘General Financial Rule – 2017 issued by Department of Expenditure, Ministry of Finance, Govt. of India.
4. A complete set of Bid Documents may be purchased by interested bidders upon submission of a written application and payment of a non-refundable fee of Rs.5,000 from the address mentioned above from 09/06/2017 to 02/07/2017. The Bid Documents will be sent by courier on payment of an extra amount of Rs 500/-, if requested by post
5. Bidders can also download the Bid Documents from the website of SAMS <http://www.samsconsult.com/procurement.php>. The bidders who have downloaded the Bid Documents from the above website are also required to submit non-refundable Bid Documents fee of Rs 5,000 along with their bid. The payment of Bid Documents fee can be made by Demand Draft/ Cashier’s Cheque / Certified Cheque in favour of Strategic Alliance Management Services Pvt. Ltd. payable at Delhi (India)
6. The bidders, who have downloaded the Bid Documents, shall be solely responsible for checking above website for any addendum/amendment issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their bids
7. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at 1500 hours on 19/06/2017 at the address mentioned above. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of the bidders
8. Bidders should send their written requests for clarification, if any up to 1100 hours on 19/06/2017.

9. Bids must be delivered up to 1430 hours on 03/07/2017 at the address mentioned above. The technical bids will be opened on the same day at 1500 hrs. in the presence of the bidders' representatives, who choose to attend the technical bid opening.
10. All bids must be accompanied by Bid Documents Fee as mentioned above in Para 6 and Bid Security as specified in ITB Para 16 of the Bid Documents. Late bids will be rejected.

**Sanjay Rastogi, Director, SAMS**

# **CHAPTER– I: INSTRUCTIONS TO BIDDERS (ITB)**

## **A. PREAMBLE**

### **1. INTRODUCTION**

- 1.1 Strategic Alliance Management Services Private Limited (SAMS), acting as Procurement Agent on behalf of Foundation for Innovative New Diagnostics (FIND), New Delhi (hereinafter referred as “Purchaser”) has issued this Bid Document for “Development, Implementation and Maintenance of Laboratory Information Management System (LIMS) including Supply of related IT equipment and associated Services” (hereinafter referred as “Information System”) as mentioned in Chapter – II “Technical Specification Requirements”
- 1.2 For the purposes of this Bid Document, the term “Information System” means all:
  - a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
  - b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract
- 1.3 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award / contract.
- 1.4 Before preparing the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bid Documents. Failure to provide required information or to comply with the instructions incorporated in this Bid Documents may result in rejection of bids submitted by bidders.

### **2. AVAILABILITY OF FUNDS**

- 2.1 Expenditure to be incurred for the proposed services will be met from the funds provided by The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM).

### **3. LANGUAGE OF BID**

- 3.1 The bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the Purchaser, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is

accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

#### **4. BIDDER'S ELIGIBILITY AND QUALIFICATION**

- 4.1 This invitation for bids is open to all Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India) who fulfil the eligibility and qualification criteria as specified below. The bidder may form Consortium with other firms to enhance their qualifications. In such a case, the lead firm / bidder along with all the Consortium members shall be jointly and severally liable for satisfactory performance of services, in case contract is awarded.
- 4.2 The bidder and consortium partner (if any) should not be debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government as on the date of opening of bid. The bidder and consortium partners (if any) should also not be debarred by the Global Fund.
- 4.3 The bidder and consortium partner(s) (as the case may be) together should have achieved an average annual turnover of at least Rs. 5.0 Crores during last three financial years (2013-14, 2014-15 and 2015-16).
- 4.4 The bidder and consortium partner(s) (as the case may be) together should have executed at least 3 (three) similar information systems<sup>1</sup> during last five years as on the due date for submission of bids and such information systems should be currently in use by the Client.
- 4.5 The bidders who do not meet the eligibility and qualification criteria specified above will be treated as non - responsive and will not be considered further.

#### **5. BIDDING EXPENSES**

- 5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

### **B. BIDDING DOCUMENTS**

#### **6. CONTENT OF BIDDING DOCUMENTS**

- 6.1 The Bidding Documents include the following Chapters, in addition to the 'Notice Inviting Tenders (NIT):
  - Chapter I – Instructions to Bidders (ITB)
  - Chapter II – Technical Specification Requirements (TSR)
  - Chapter III – Technical Bid – Standard Forms

---

<sup>1</sup> 'Similar Information Systems' means such information systems which have been developed, implemented in Health Sector (Private or Govt.) giving solution to Client's management information need, involving data collection, analysis and reporting in multi-user, multi-layered and multi-location environment.

- Chapter IV – Financial Bid – Standard Forms
- Chapter V – Conditions of Contract (COC)
- Chapter VI – Contract Form
- Chapter VII – Other Standard Forms

- 6.2 The relevant details of the required services, terms & conditions and procedure for bidding, bid evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above mentioned chapters. The interested bidders are expected to examine all such details etc. to proceed further.

## **7. AMENDMENTS TO BID DOCUMENTS**

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason deemed fit by it, modify the Bid Documents by issuing suitable amendment(s) to it.
- 7.2 Such an amendment will be notified on [www.samsconsult.com](http://www.samsconsult.com) and the same shall be binding to all prospective Bidders.
- 7.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their bids as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 7.4 Any bidder who has purchased/downloaded the Bid Documents should watch for amendment, if any, issued on the above website and The Purchaser will not issue separate communication to them. Purchaser shall not be responsible in any manner if prospective Bidders miss any notifications placed on above websites

## **8. CLARIFICATIONS OF TENDER DOCUMENTS**

- 8.1 A prospective bidder requiring any clarification regarding Technical Specification Requirements, Conditions of Contract, etc. given in the Bid Documents may submit written request for clarifications to SAMS by post/email up to 1100 hours on 19/06/2017.
- 8.2 All the prospective bidders will be notified of response to clarifications only through website [www.samsconsult.com](http://www.samsconsult.com). Any bidder who has purchased/downloaded the Bid Documents should watch for clarifications, if any, issued on the above website and The Purchaser will not issue separate communication to them.
- 8.3 The Purchaser shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.

## **9. PRE-BID MEETING**

- 9.1 In order to provide response to any doubt regarding Technical Specification Requirements and Conditions of Contract etc. given in the Bid Documents, a pre-bid meeting has been scheduled to be held in the office of the Purchaser at 1500 hours on 19/06/2017.
- 9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Purchaser shall upload written response to

such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 7 above shall be issued, which shall be binding on all prospective bidders.

## **C. PREPARATION OF BIDS**

### **10. DOCUMENTS COMPRISING THE BID**

10.1 The **Two Bid System**, i.e. “Technical Bid” (Envelope-A) and “Financial Bid” (Envelope-B) prepared by the bidder, shall comprise of the following:

#### **A) TECHNICAL BID - (ENVELOPE-A)**

- i) Bid Document Fee furnished in accordance with NIT Para 5.
- ii) Earnest money furnished in accordance with ITB Para 16;
- iii) Power of Attorney in favour of signatory of Bid.
- iv) Documents in support of ‘Bidders’ Eligibility and Qualification’, as per ITB Para 4, as under:
  - a) Letter of Association from all Consortium Partners to associate with the prime bidder (in case bidder has formed consortium);
  - b) Certificate of Incorporation/ Registration of the bidder and Consortium partner(s) (as the case may be);
  - c) Copy of Income Tax Registration Certificate / PAN card of the bidder and Consortium partner(s) (as the case may be);
  - d) Copy of Sales Tax / VAT registration of the bidder and Consortium partner(s) (as the case may be)
  - e) Notarized Affidavit giving undertaking that the bidder and consortium partner (if any) is not debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government or GFATM as on the date of opening of bid.
  - f) Audited Balance Sheet, including profit and loss statement, Income and Expenditure statements and Auditors Report of last 3 (three) Financial Years (2013-14, 2014-15 & 2015-16) of the bidder and Consortium partner(s) (as the case may be);
  - g) Duly filled Form TECH-3: Performance Statement Form, giving details of similar assignment executed during last 5 years as on the due date for submission of bids, along with copy of P.O. / Contract and satisfactory performance certificate issued by respective Clients
- v) In addition, the Technical Bid submitted by the Bidders shall constitute duly filled forms as given in Chapter-III: ‘Technical Bid – Standard Forms’ listed below:
  - a) **Form TECH-1: Letter of Bid (Technical)**
  - b) **Form TECH-2: Performance Statement Form**
  - c) **Form TECH-3: Methodology and Preliminary Project Execution Plan**
  - d) **Form TECH-4: Proposed Project Team and Team Structure**
  - e) **Form TECH-5: Detailed CV of Key Personnel identified in TSR**
  - f) **Form TECH-6: Bidders’ Commentary / Compliance on the Technical Specification Requirements**
  - g) **Form TECH-7: Proposed IT Equipment and their specifications Make/ Model**
  - h) **Form TECH-8: Staffing Schedule**

## **B) FINANCIAL BID – (ENVELOPE-B)**

The Financial Bid submitted by the Bidder shall comprise the duly filled forms as provided in Chapter-IV: 'Financial Bid – Standard Forms' listed below:

- a) **FIN-1: Letter of Bid (Financial)**
- b) **FIN-2: Summary of Costs**
- c) **FIN-3: Breakup of Remuneration**
- d) **FIN-4: Breakup of Reimbursable**
- e) **FIN-5: Cost of IT Equipment and Accessories**
- f) **FIN-6: Cost of maintenance support for 2 years Post Go-Live**
- g) **FIN-7: Cost of optional and additional services**

### **11. BID CURRENCIES**

- 11.1 The bidder should quote their bid Prices in Indian Rupees only.

### **12. BID PRICES**

- 12.1 All Goods and Services identified and proposed by the Bidder to fulfil the requirements of the Information System, must be priced as per Forms given in Chapter-IV and in accordance with the instructions provided therein
- 12.2 The price of items that the Bidder has left blank in the Forms provided in the Chapter-IV shall be assumed to be included in the price of other items. Items omitted altogether from the Forms shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation
- 12.3 The price of Services component must exclude all taxes and duties, payable, if the Contract is awarded. The taxes and duties, as applicable at the time of award of contract shall be assessed and included in the Contract
- 12.4 The prices for Goods component of the Information System are to be expressed as follows:
- a) Unit prices of Goods shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf, as applicable) basis.
  - b) Cost of Inland transportation, insurance and related costs incidental to the delivery of Goods up to final destination consignee locations.
  - c) Cost towards installation, commissioning and testing including any other cost towards incidental services
  - d) Amount of duties and Taxes, payable if contract is awarded
- 12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

### **13. FIRM PRICE**

- 13.1 The Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

### **14. ALTERNATIVE BIDS**

14.1 Alternative Bids are not permitted.

**15. DOCUMENTS ESTABLISHING COMPLIANCE OF SERVICES AS PER BID DOCUMENTS**

15.1 The bidder must submit Bid duly signed by authorised signatory certifying compliance on the instructions, terms and conditions incorporated in the Bid Documents.

15.2 In case there is any variation and/or deviation between the Technical Specification Requirements prescribed by the Purchaser and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.

15.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the Purchaser in this regard.

**16. EARNEST MONEY DEPOSIT (EMD)**

16.1 All Bidders shall furnish along with its bid, earnest money deposit /bid security of INR 15.00 Lakhs.

16.2 The earnest money shall be in the form of Demand Draft / Bank Guarantee / Fixed Deposit Receipt.

16.3 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected.

16.4 The Bid Security should be provided from any commercial bank and should be pledged to Strategic Alliance Management Services Private Limited, payable at New Delhi. In case bid security is submitted in the form of a Bank Guarantee, it should be as per the format given in Chapter VII.

16.5 The earnest money deposited in the form of BG / FDR shall be valid for 180 days from the due date of submission of bids.

16.6 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from successful bidder.

16.7 Earnest Money is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of the Purchaser if it fails to furnish the required performance security within the specified period.

**17. BID VALIDITY**

17.1 The bids shall remain valid for a period of 150 days after the due date of submission of bids. Any bid valid for a shorter period shall be treated as nonresponsive and rejected.

- 17.2 In exceptional situations, the bidders may be requested by the Purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by speed-post/e-mail. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bids are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.

## **18. SIGNING AND SEALING OF BIDS**

- 18.1 The Bidders shall submit their bids as per schedule indicated in Notice Inviting Tenders (NIT) and any amendments made within due date for submission of bids.
- 18.2 Bid Documents seek bid submission by following two bid System i.e. "Technical Bid (EMD & Technical Documents) – **Envelope-A**" and "Financial Bid" – **Envelope-B**.
- 18.3 The Technical and Financial bids shall be typed and signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 18.4 All the pages of the bid shall be duly signed at the appropriate places as indicated in the Bid Documents and all other pages of the bid including printed literature, if any shall be initialled by the same person(s) signing the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the bid.
- 18.5 The bidder shall seal the Technical and Financial bid in separate envelopes duly superscripted and sealed and both these envelopes containing bids in envelopes should then be put in a bigger outer envelope, which should also be sealed and duly superscripted. The outer as well as inner envelopes should have complete address of bidder as well as the Purchaser. In addition, the due date for submission and opening of bids should also be mentioned on outer envelope and envelope containing Technical Bids.
- 18.6 If the outer envelope is not sealed and marked properly as above, the Purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

## **D. SUBMISSION OF BIDS**

### **19. SUBMISSION OF BIDS**

- 19.1 Unless otherwise specified, bids should be received up to scheduled date and time as per date and time given in NIT including amendments in dates, if any as notified on website [www.samsconsult.com](http://www.samsconsult.com)

### **20. LATE BIDS**

- 20.1 The bids submitted after due date and time for submission of bids shall not be accepted. Such bids shall be returned unopened to bidders.

### **21. ALTERATION AND WITHDRAWAL OF BID**

- 21.1 The bids can't be withdrawn or altered after due date and time for submission of bids.
- 21.2 If a bidder withdraws the bid any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its bid.

## **E. BID OPENING**

### **22. OPENING OF BIDS**

- 22.1 The Technical Bid (Envelope-A) shall be opened at the first instance, at the prescribed time and date as indicated in NIT. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s).
- 22.2 Authorized representatives of the bidders, who have submitted bids on time may attend the technical bid opening provided they bring with them letters of authority from the bidders. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names, signatures, e-mail Id, contact no. and Bidders' names and addresses.
- 22.3 After the technical evaluation of bids are completed the Purchaser shall notify those Bidders whose Bids did not secure the minimum marks to qualify at technical evaluation stage that their Financial Bids (Envelope-B) will be returned unopened after completing the selection process and Contract signing.
- 22.4 The Purchaser shall simultaneously notify in writing to those Bidders that have secured the minimum marks to qualify at technical evaluation stage and inform them of the date, time and location for the opening of the Financial Bids (Envelope-B). The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Bids is optional and is at the Bidder's choice.
- 22.5 The Financial Bids (Envelope-B) shall be opened by the Purchaser in the presence of the representatives of those Bidders whose proposals have secured the minimum marks to qualify at technical evaluation stage. At the opening, the names of the Bidders, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Bids will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Bids.

## **F. SCRUTINY AND EVALUATION OF BIDS**

### **23. BASIC PRINCIPLE**

- 23.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bid Documents, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

### **24. PRELIMINARY SCRUTINY OF BIDS**

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed stamped and whether the bids are generally in order.
- 24.2 Prior to detailed evaluation of Bids, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the Conditions of Contract given in the Bid Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, EMD, Taxes & Duties, Force Majeure and Applicable laws as incorporated in the Instructions to Bidders (ITB) and Conditions of Contract (COC) will be deemed to be a material deviation.
- 24.3 During the evaluation of Bids, the following definitions shall apply:
- a) "Deviation" is a departure from the requirements specified in the bidding document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 24.4 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;
- a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the proposed Contract;or
  - b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids
- 24.6 The bids, which do not meet the mandatory eligibility and qualification requirements as per ITB Para 4 above, are liable to be treated as non- responsive and will be summarily ignored.

## **25. EVALUATION OF BIDS**

### **A. TECHNICAL EVALUATION**

- 25.1 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section II, Purchaser's Technical Specification Requirements (TSR) have been met without any material deviation, reservation, or omission.
- 25.2 The Purchaser will examine the information provided by the Bidders, taking into account the following factors:
- a. overall completeness and compliance with the TSR; and deviations from the TSR;
  - b. suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Execution Plan included in the bid;

- c. compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;
- d. type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System

25.3 The bids evaluated as technically responsive as above shall be further evaluated based on Criteria, sub-criteria and point system as under:

Sr. No.	Description of Criteria / Sub-Criteria	Max. Marks
(i)	<b>Specific experience (Health Sector)</b>	<b>20</b>
(a)	Bidder and consortium partner(s) (as the case may be) together should have executed at least 3 (three) similar information systems <sup>2</sup> during last five years as on the due date for submission of bids	10
(b)	Bidder and consortium partner(s) (as the case may be) together should have executed 4-5 similar information systems during last five years as on the due date for submission of bids	15
(c)	Bidder and consortium partner(s) (as the case may be) together should have executed more than 5 similar information systems during last five years as on the due date for submission of bids	20
(ii)	<b>General experience (other than Health Sector)</b>	<b>10</b>
(a)	Bidder and its consortium partner (if any) together has executed Information Systems Projects <u>with Government or NIC</u> during last 5 years as on date of bid opening (1 Mark for each Project subject to max. 5 Projects)	5
(b)	Bidder and its consortium partner (if any) together has executed Information Systems Projects <u>with MoH&amp;FW or CTD or WHO</u> during last 5 years as on date of bid opening (1 Mark for each Project subject to max. 5 Projects)	5
(iii)	<b>Adequacy of the proposed methodology and work plan in response to the terms of reference</b>	<b>40</b>
(a)	Adequacy of Technical methodology & work plan	20
(d)	Adequacy of overall organisation & staffing to demonstrate ability to deliver project of described scale	20
(iv)	<b>Key professional staff: Qualification &amp; competency for the assignment/job. Qualifications and competency of each of the key professional will be evaluated separately</b>	<b>30</b>
(a)	<b>Team Leader / Project Manager-</b> min. experience of 10 years	10
(b)	<b>Software Engineer #1</b> – min. experience of 5 years	10
(c)	<b>Software Engineer #2</b> – min. experience of 5 years	10
	For evaluation of each of the key professionals above, the	

<sup>2</sup> 'Similar Information Systems' means such information systems which have been developed, implemented in Health Sector (Private or Govt.) giving solution to Client's management information need, involving data collection, analysis and reporting in multi-user, multi-layered and multi-location environment.

	following sub-criteria shall be followed:	
	<i>i Educational qualifications</i>	20%
	<i>ii Adequacy for the assignment/job (Experience in carrying out similar assignments)</i>	60%
	<i>iii Experience of the region &amp; language</i>	20%
	<b>Total Marks - (i) + (ii) + (iii) + (iv)</b>	<b>100</b>
	<b>Minimum Marks to qualify in Technical Evaluation</b>	<b>70</b>

## **B. FINANCIAL EVALUATION:**

- 25.4 The bidders are required to quote all the components of the price as per Format given in Chapter-IV: Financial Bid – Standard Forms.
- 25.5 The financial evaluation of bids shall be carried out based on the total price exclusive of applicable taxes and duties which will be contractually payable on the goods if contract is awarded.
- 25.6 If, in the price quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless the Purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 25.7 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and if there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 25.8 If, as per the judgement of the Purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the Purchaser, the bid is liable to be rejected.
- 25.9 The lowest Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100.
- 25.10 The formula for determining the financial scores (Sf) of all other Proposals shall be calculated as follows:

$Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the bid under consideration.

## **26. COMBINED EVALUATION OF BIDS:**

- 26.1 The combined evaluation of bids shall be carried out by giving weights to Technical and Financial bids in the ratios of 80:20 i.e.
- 26.2 Bids shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Bids i.e. 80%; P = the weight given to the Financial Bids i.e. 20%; as follows:

$S = St \times T\% + Sf \times P\%$ .

- 26.3 The bids will be ranked in terms of total combined score. The proposal with the highest total score will be considered for award of contract and will be called for negotiations, if required.

**27. ABNORMALLY LOW BIDS:**

- 27.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.
- 27.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document
- 27.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid

**28. MINOR INFIRMITY/IRREGULARITY/NON-CONFORMITY**

- 28.1 If during the preliminary scrutiny of bids or during technical evaluation of bids, pursuant to ITB Para 24 & 25 above, the Purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the Purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Purchaser will convey its observation on such 'minor' issues to the bidder by speed post/e-mail asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will not be evaluated further.

**29. FINAL EVALUATION: BIDDER'S CAPABILITY TO PERFORM THE CONTRACT**

- 29.1 The Purchaser, through the above process of bid scrutiny and evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid, is eligible, qualified and capable in all respects to perform the contract satisfactorily.

**30. CONTACTING THE PURCHASER**

- 30.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the Purchaser for any reason relating to its bid, it should do so only in writing.
- 30.2 In case a bidder attempts to influence the Purchaser in the Purchaser's decision on scrutiny, comparison & evaluation of bid and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Purchaser.

## **G. AWARD OF CONTRACT**

**31. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 31.1 The Purchaser reserves the right to accept in part or in full any bid or reject any bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

**32. AWARD CRITERIA**

- 32.1 The contract will be awarded to the lowest evaluated responsive bidder decided by the Purchaser.

**33. VARIATION IN SCOPE OF SERVICES AT THE TIME OF AWARD AND/OR DURING VALIDITY OF CONTRACT**

- 33.1 The Purchaser reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

**34. INTIMATION LETTER TO SUCCESSFUL BIDDER / NOTIFICATION OF AWARD**

- 34.1 Before expiry of the bid validity period, the Purchaser will notify the successful bidder(s) in writing, only by speed post or by e-mail that its bid has been accepted, briefly indicating therein the essential details like description of services and corresponding prices accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 21 days along with the contract agreement from the date of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under COC Clause 5 under Chapter V.

- 34.2 The Notification of Award shall constitute the formation of the Contract.

**35. SIGNING OF CONTRACT**

- 35.1 Promptly after notification of award, the Purchaser will send the contract form (as per Format given in Chapter VI) duly completed and signed, in duplicate, to the successful bidder by speed post.
- 35.2 Within twenty one days from the date of the Notification of Award as above, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.

**CHAPTER – II: Technical Specification Requirements (TSR) for  
Development, Implementation and Maintenance of Laboratory  
Information Management System (LIMS) including Supply of  
related IT equipment and associated Services**

## **CHAPTER-II**

### **Technical Specification Requirements (TSR) for Development, Implementation and Maintenance of Laboratory Information Management System (LIMS) including Supply of related IT equipment and associated Services**

#### **A. Background**

1. FIND is an international non-profit organization that contributes to the development and delivery of much-needed diagnostic tests for poverty-related diseases, including Tuberculosis, Malaria, Sleeping sickness, Hepatitis C, HIV, Leishmaniasis, Buruli ulcer and Chagas disease. FIND acts as a bridge between experts in technology development, policy and clinical care, reducing barriers to innovation and effective implementation of diagnostic solutions in low- and middle-income countries. Over the last 12 years, FIND has supported the development of 11 new diagnostic tests that address diseases of poverty. FIND has also established critical resources for the development of many other tests, including specimen banks, integral reagents, product profiles and policy briefs that provide better visibility on pressing diagnostic needs.
2. In India, FIND is extensively involved in the area of Tuberculosis (TB) and assists the Revised National TB Control Programme in setup, training of TB diagnostic laboratories on a pan-India level. Under the Revised National TB Control Programme, patients who are suspected of suffering from active Tuberculosis are diagnosed at the Designated Microscopy Centres located at PHCs / CHCs / District Hospitals etc. Around 75% of these presumptive TB cases are likely to be exhibiting signs and symptoms of pulmonary TB and hence they are asked to produce sputum which then is subjected to sputum microscopy at the Designated Microscopy Centres. Once diagnosed, they are then provided free supervised treatment as appropriate and prescribed under the program.
3. However, some of these patients (repeat patients, patients who remain sputum positive on follow up, contacts of known drug resistant cases etc.) are likely to be suffering from the more severe Drug Resistant TB. The diagnosis of these drug resistant TB requires advanced laboratory facilities which are, generally, not available at sub district levels. The methods used to diagnose these Drug Resistant TB cases may be genotypic (CB-NAAT and LPA) or phenotypic (solid and liquid cultures). These advanced laboratories are available at district level (CB-NAAT) and regional or State levels (all or most of the above-mentioned technologies). These regional Labs are known as C-ST labs and the one at the State level is known as the Intermediate Reference Laboratory (IRL).
4. In each of these labs multiple tests are performed on a variety of samples. In many cases, multiple tests are performed even on the same sample. The sample goes through different areas and different processes before being subjected to the final test. There are various stages of reporting on the same test (e.g. a sample on a liquid culture would first be reported for culture growth and then after a few weeks / days for DST results. The labs have no direct contact with the patient as it only receives the sample which is couriered to the lab from a collection site (sometimes hundreds of kms away). Every test has a pre-decided turn-around time (TAT), which is strictly monitored.
5. Currently, the labs have a mix of paper based and electronic recording and reporting systems. Although the major records and reporting formats are uniform, the process of

data transmission and recording is not uniformly followed across all labs. Most labs have designed their own systems based on convenience but rely on manual data entry and transmission of data using paper based chits, personal note books etc. These are then generally used for work distribution / retrieving samples from storage area for further processing or data entry into the master register etc. The above mentioned factors tend to cause an increase in the lab work load as well as increased errors in data entry.

6. RNTCP has now initiated the process of getting the labs accredited by NABL and under NABL, it is mandatory to have an efficient and functional Lab Information Management System (LIMS). The overall objective of this LIMS should also be in line with the WHO requirement for an effective lab related IMS. LIMS is recognized as a powerful tool to improve laboratory data management within the laboratories and reporting of data externally. Existing LIMS are often expensive, designed for clinical laboratories and do not address some important public health laboratory needs, such as communication with national health information management or surveillance systems. Hence the aim is for design of a system that is compatible with existing reporting systems but minimalistic in nature without compromising on the important parameters.
7. The scope of Services covers implementation of LIMS and technical support at 61 RNTCP laboratories. FIND has plans to scale up the LIMS to the remaining 20+ (additional) RNTCP labs in the following year. Bidders are required to propose cost for implementing LIMS in additional labs

## **B. Objectives:**

Improving access to quality diagnostic testing and providing accurate, timely information for patient care, public health planning and policy decisions.

## **C. Brief Scope of Laboratory Information Management System (LIMS):**

1. The LIMS should have the following properties:
  - a) Is automated – e.g. data once entered need not be entered the second time and could be auto populated as and where required using barcodes.
  - b) Is easy to learn, operate and maintain. The learning curve should not be too steep.
  - c) Allows quick trouble-shooting, i.e. has an active helpline for complaint redresses and fixes.
  - d) Remains functional even in cases of power outages or loss of internet connectivity.
  - e) Has provisions for adequate data backup (real time)
  - f) Is secure, with permission controlled /authorized access only
  - g) Has the ability & flexibility to retrieve specific data in required formats (tables, charts etc.)
  - h) Is compatible with & approved for the Nikshay database (a national reporting system) to seamlessly upload data
2. The LIMS should cover the following specific requirements:
  - a) Solution Design: Solution to match the requirements called out below
  - b) Solution Development: A description of the approach to assembling and assuring the solution

- c) Solution Deployment: A description of the approach and capability of the partner to procure, install the technical solution and ready the stakeholders for operations
  - d) Solution Operations: A description of how the partner will support ongoing operations and adoption
3. Bidders should note that this is not solely a technical requirement; responses must include a strategy for successful change management, adoption and operations. Bidder may propose a consortium of providers that cover the multiple disciplines needed to provide the full End to End solution.

#### **D. Brief Tasks to be carried out**

1. Development of Laboratory Information Management System (LIMS)
2. Supply and installation of relevant IT equipment and accessories for 61 C&DST laboratories under RNTCP, including setting up of local, site-based servers for data storage with LAN systems, central data collection server (hosted by NIC) for data collection from individual labs
3. Implementation of the LIMS in 61 C&DST laboratories including in-house training for all staff for data entry and output generation
4. Training of personnel (Training of Trainers) for 2 person from each lab (total 122 Nos. in 4 batches)
5. Data push from the NIC server to Nikshay
6. Maintenance of the LIMS for all sites for a period of 2 years post Go-Live.

#### **E. Background Information for Development of LIMS**

This section provides background information, describing the setting into which the LIMS solution is to be introduced.

##### **1. Manpower in C&DST Labs:**

a) The C&DST Labs are manned by a variety of staff viz.

- Administrative Head of the Lab
- Lab In-charge
- Microbiologists
- Technical Officers
- Senior Lab Technicians
- Lab Technicians
- Lab Attendants
- Data Entry Operator
- Cleaning (janitorial) staff

All the staff have specific roles as well as overlapping areas of responsibilities. All the staff need to undergo a specific training related to their Terms of Reference. Recording and reporting is a part of the training imparted. *The authorities, responsibilities & permission levels for all staff will be shared during time of development. This will include those who will:*

- a) Access patient data and information
- b) Enter patient data and examination results
- c) Change patient data or examination results
- d) Authorize the release of examination results and reports

Other persons who require access to data generated at the labs include state & central government officials, project managers from FIND and assoc. Parties.

## **2. Infrastructure, Equipment & Consumables**

a) The C&DST labs at the district or sub district level are mostly CB-NAAT based. These labs have limited equipment and infrastructure. However, the state or zonal level C&DST Labs are more complex and have all or most of the technologies as below:

- Sputum Microscopy
- CB-NAAT
- Solid Culture and DST (1st and 2nd line)
- Liquid Culture and DST (1st and 2nd line)
- Line Probe Assay (1st and 2nd line)

b) Accordingly, these are relatively complex labs, with multiple rooms, equipment and consumables. In addition, using liquid culture involves having a TB containment lab. The broad areas of the lab would be:

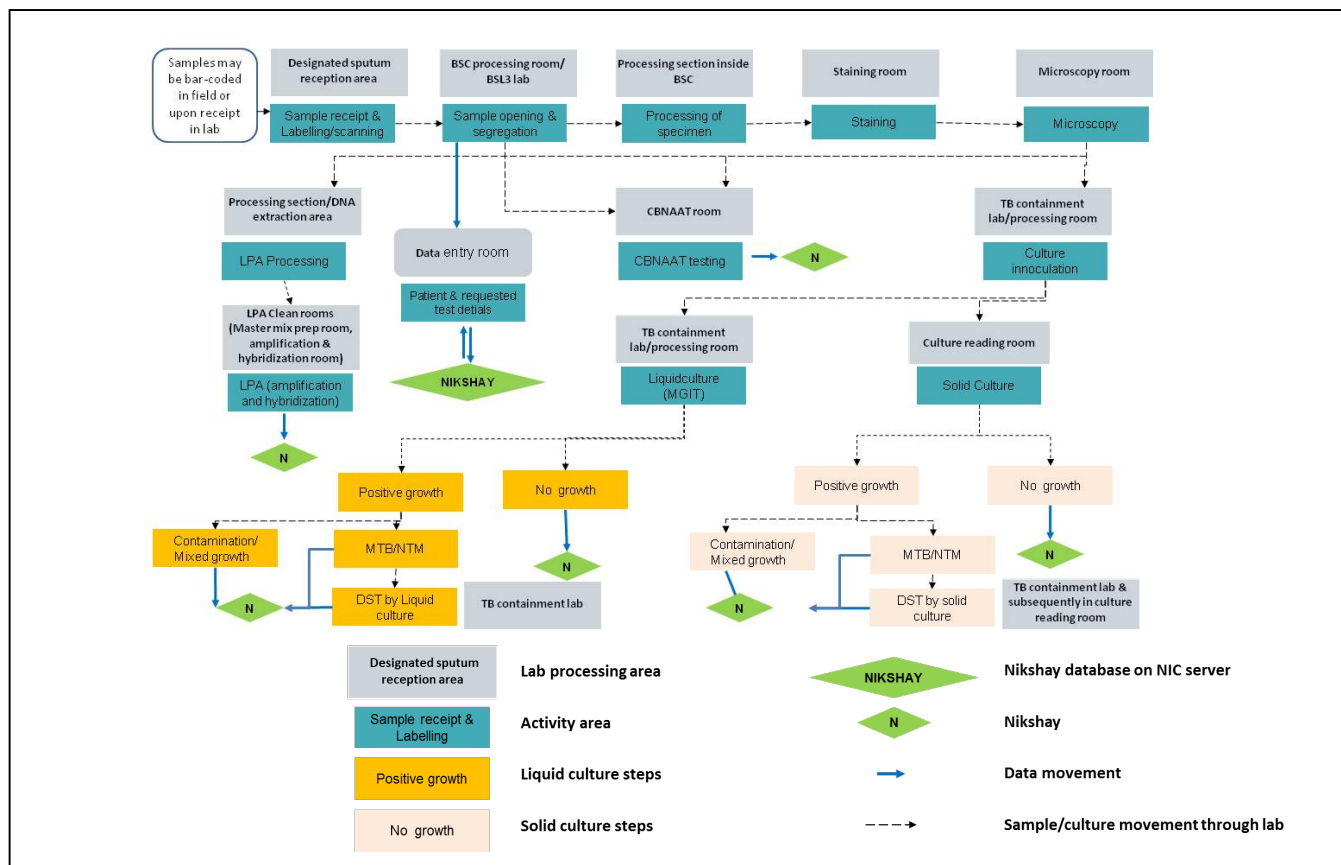
- Specimen receiving area
- Area for segregation of specimen for different processes (with one or more bio safety cabinets)
- Specimen processing area
- Specimen and reagent storage area (walk in cold room / storage refrigerators)
- Area for sputum microscopy: This is usually one room with a microscope. The preparation and staining of slides required for microscopy can be done either in the same room or a separate room identified for this purpose.
- CB NAAT area / room
- Area demarcated for solid culture (including rooms earmarked for media preparation, inoculation, a walk in or other incubators, culture reading area)
- Area demarcated for Liquid Culture: Includes a TB Containment Lab with controlled airflow, temperature and pressures. This room usually houses a MGIT Machine which is used to carry out the Liquid Culture as well as DST. There might be a separate specimen processing room or the specimens would be processed in the TB Containment Lab itself.
- Area for Line Probe Assay: This usually includes three clearly demarcated rooms / spaces for carrying out the different processes involved in the LPA.

c) Other than these, there are also some general-purpose rooms:

- Store Rooms
- Data Entry Room
- Microbiologists room
- Staff Room
- Lab in charge / Director's room
- Area earmarked for conducting trainings (optional).
- Miscellaneous areas: Reagent or stain preparation

d) The current required solution is focused on these C & DST labs.

a) This section describes the management and operation within the labs



- ## 4. HR Management

- ## 5. Equipment Management

- a) The labs maintain various documents and records about the equipment including supplier information, source of equipment funding, equipment manuals, installation records (including place where located), routine servicing records including calibration, records of breakdown, repairs and re-introducing them, follow up with vendors, etc.
- b) The labs generally have challenges in remembering dates for servicing and calibration which can be supported if LIMS is introduced.

- c) LIMS can help in better monitoring of equipment downtime.

## **6. Consumables & Lab Supplies Management**

- a) The lab generally receives consumables from various sources including institute supply, state supply or from the national level through FIND. For FIND, the sites submit a monthly Logistics Management Report by email.
- b) In general, the lab maintains a stock register for each item (receipts with batch no/ date of expiry, transfer in, consumption, transfer out and balance remaining. It is important that the lab keeps a tab of impending stock out/ short supply of consumables. LIMS can help in doing so.

## **F. LIMS Components**

The following components are required as part of the LIMS.

### **1. Local LIMS server:**

- a) Test orders and samples arriving in the lab reception are entered into the local LIMS user interface (UI).
- b) Barcodes can be printed to allow the sample to be tracked.
- c) Access to laboratory management modules also occurs via the LIMS UI (see sections below).
- d) The local LIMS system supports key laboratory workflow processes including test order management and approval processes.
- e) Users should be able to access the server through the LAN so that operations can continue without internet access.
- f) The local servers should periodically synchronise with the Centralised Data Server securely with encryption.

### **2. Centralised Data Server:**

- a) The centralised data server collects data from the Local LIMS systems to provide and aggregated, normalised dataset.
- b) During testing, a deployment server provided by vendor will serve as central database with the NIC server serving as the final central server, post approval from NIC (including security audit)
- c) Data from the local server should be periodically pushed to the Nikshay database

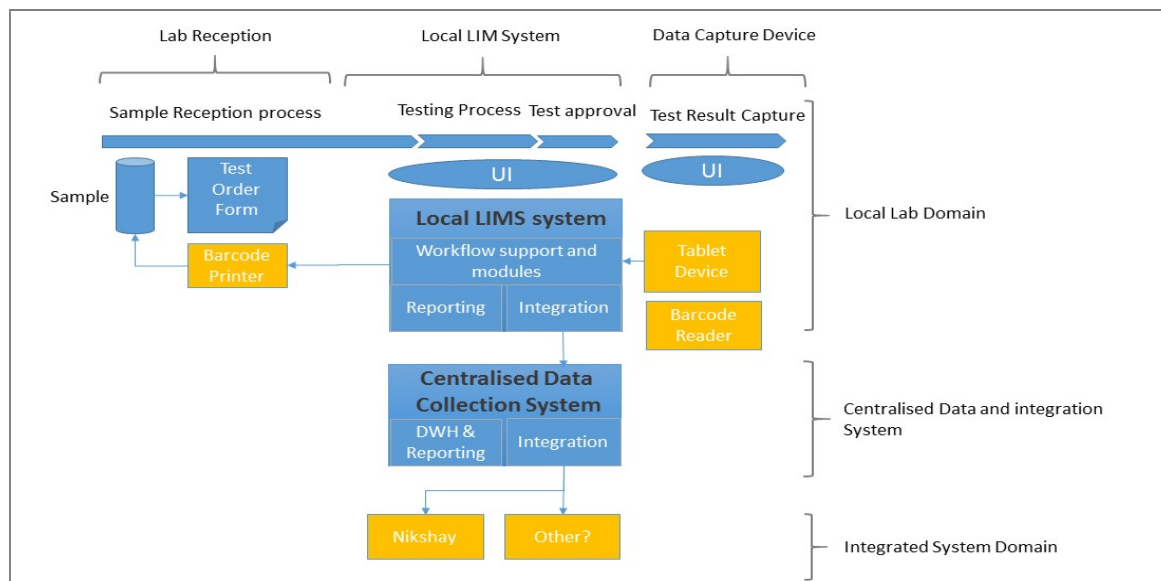
### **3. Data Entry Tablet:**

- a) Diagnostic results are captured on a Wi-Fi connected tablet.
- b) Results are entered using a combination of manual data entry and use of a barcode reader.
- c) Results are transmitted to the Local LIMS server using Wi-Fi (i.e. no internet connection required).

### **4. Network and integration.**

- a) The local Lab domain will require LAN connectivity. Bi-directional communication between the Tablet and the local LIMS system will use Wi-Fi via the LAN.

- b) Connection from the Local LIMS server to Centralised Data Server is required.
- c) In some cases, due to location and infrastructure this may require the use of cellular data connections.
- d) Networks are expected to be unstable and potentially of a low bandwidth.
- e) Solutions must therefore provide robustness and be capable of recovering easily from failed transmissions.
- f) Integration scope includes integration of /data push from central server to NIKSHAY, integration of the LIMS solution with existing equipment software or in some cases integration with other information management systems already under use in the implementing labs.



**Fig 2. Overview of solution components and basic workflow**

## G. LIMS Modules

The LIMS software, to be hosted on the local LIMS server, should have the following function sets.

### 1) Patient Tracking, Specimen Tracking, Test Results & Reporting

The core module of the LIMS should be able to manage every patient & every specimen with the use of bar codes.

- The system must be able to track and manage patients using barcodes as identifiers
- The system must be able to track and manage specimens using barcodes as identifiers
- The system must be able to link specimen to patients
- The system must be able to generate unique bar codes for specimens and patients
- The system must allow the management of test schedules by test type and department
- The system must be able to track and record all test results using tablet devices for data entry
- The system must capture results in formats required to parse data to Nikshay
- The system must be able to link patient bar codes to Nikshay IDs and auto populate the LIMS with patient demographic information and past records
- When new patients are created at the lab the system must be able to populate Nikshay with patient record and test results

- The system must have a dashboard at lab manager level – to know and track status of workload within lab, stocks, consumables consumption pattern, trend analysis of key indicators etc.
- The system must allow the lab manager to approve all results before data is sent to Nikshay

## **2) HR Management**

- The system must be able to display the training status for lab staff by different technologies i.e. when initially trained, certificates held.
- The system must have a training module to enable the laboratory to conduct training of the staff involved in using the LIMS. E-version self-administered training module should be available to suffice the requirement of the installation, operationalization and solutions to common errors for LIMS.
- The system should be able to manage vacancy alerts for different categories of staff i.e. new lab technician required

## **3) Equipment Management**

- The system **MUST** be able to track equipment details (model, make & year, date of installation, warranty status, functional status) and information placement in various sections
- The system must be able to track equipment calibration & servicing, details and reminders
- The system must be able to track equipment breakdown, follow-up, service status

## **4) Logistics/Consumables\* (OPTIONAL)**

- Item code / Opening balance / Receipts / Consumption (including transfers) /Closing balance / expiry
- Flag up – critical stock status

***\*Development of the same will be confirmed in the pre-bid meeting***

## **H. Tablet Data Entry**

- a) The purpose of the data entry tablet is to allow users in different rooms within the lab setting to process tests and capture the results electronically into the Local LIMS system and avoid any paper based workflow.
- b) In order to achieve this, the tablets must provide the following features:
  - Bi-directional Wi-Fi communication with the Local LIMS in order to retrieve test order information as well as post test result data
  - The ability to retrieve test order data based on barcode scan of the sample ID
  - Ability to augment result data with additional data fields
  - Requires a known operator logs in
  - Can cache result information if connection with LIMS is temporarily lost
  - Can be locked down to prevent unwanted apps being loaded

## **I. Centralised Server Functionality**

The centralised server needs to support the following functions and features:

- Must support synchronisation of data collected from Local LIMS including (tests run, test results, operator data, location etc)
- Must remove duplicate submissions, and retry, retransmissions of data
- Must log receipt of data and any error conditions
- Must provide centralised reporting from collected data
- Must be able to avoid data loss and support retransmission if Nikshay service is not available
- Must provide the following modules (as per the local LIMS functionality) acting on the aggregated data from the local sites:
  - Equipment Tracking
  - Logistics and Consumables

#### **J. Supply of necessary IT Equipment and accessories**

- a) The following IT equipment and accessories are anticipated for each of the sites where the solution is deployed (*for minimum technical specifications are given in Annexure 1*).
- b) Warranty period for all hardware & accessories should carry warranty support for minimum of 2 years
- c) The bidder shall be responsible for the supply and installation of all IT equipment and accessories at 61 C&DST labs.
- d) The IT Equipment and Accessories required for each of the 61 C&DST Labs are as under:
  1. Local server with monitor, keyboard and mouse
  2. Operating software for local server
  3. 1 air-conditioner for server
  4. 10 tablet computers with cameras for reading of barcodes
  5. 4 barcode scanners
  6. 2 barcode printers
  7. 1 hard-drive (for back up of data)
  8. 1 UPS backup
  9. 1 laptop/desktop computers for lab manager access to LIMS user interface
  10. Firewall
  11. Wi-Fi router and Internet Modem
  12. LAN cabling
  13. Antivirus

#### **K. LIMS Solution Deployment**

The solution provider should be able to develop and provide implementation support to the LIMS including:

- Design, installation, test and documentation of local area network
- Creation of support and troubleshooting guides
- Installation, test and documentation of LIMS server
- Obtaining requisite approvals (including security audit) from NIC for central server hosting
- Support of integration/data push from central server (NIC) with/to Nikshay
- Training of LIMS users (Training of Trainers) 2 person from each of the 61 C&DST Labs besides in-house training of all staff
- The LIMS software & code will be sole proprietary of Central TB Division, MoH&FW, GoI

## **L. LIMS Solution Support**

### **a) Tiered Support Model**

1. The solution provider is expected to support the solution once operational.
2. A tiered support model is envisaged as part of the operations of the LIMs service.
3. The support model applies to all hardware, software, network connections and services that make up this proposal. This includes resolution of hardware problems with components such as the tablets, including; fix, repair, and replacement, within warranties and agreed service levels.

Tier 1	<ul style="list-style-type: none"><li>• User facing support (including onsite field support) and first point of contact for all clinic and lab staff for related; queries, problems and complaints. Provision of immediate problem resolutions (if possible) or escalation to Tier 2.</li><li>• Communication of resolutions or restored services to affected users or the user base as appropriate.</li></ul>
Tier 2	<ul style="list-style-type: none"><li>• Provides in country technical support, call triage and Tier 3 escalation (as required) for Tier 1 escalated calls.</li><li>• Provides integration and network support for the Centralised Data Server. This role must be performed in county and within the user's time zone.</li><li>• The resolution of an issue can sometimes require the coordination of changes across a number of different tier 3 providers. It is therefore the responsibility of Tier 2 support to coordinate problem resolution and resolve any disputes regarding solutions and individual accountabilities.</li></ul>
Tier 3	<ul style="list-style-type: none"><li>• Individual system level support by owners of participating systems and providers of equipment and services. This includes network monitoring, alerting and recovery from any systems integration outages.</li></ul>

### **b) Support Tiers**

1. Bidders should describe their ability to provide support at Tier 1 and 2.
2. Bidders' Tier 3 responsibilities are only for components that they have provided or secured.
3. In the case of components such as tablets or server hardware partners should explain their approach and experience in liaising with the manufacturers or providers of these components.
4. If desired, Bidders can propose their own model so long as it addresses the support need.

## **M. Operational Monitoring & Service Improvement**

1. During the delivery of the service it is important to monitor key indicators and system values to either immediately alert stakeholders to issues or to proactively maintain service.
2. A culture of service improvement is required to maintain smooth running system and engaged and happy users.

## **N. LIMS Solution Implementation - Deliverables and Timelines**

The deliverables and proposed time-lines are as under:

S.N.	Activity Description	Deliverables	Timelines
1	<b>Visit to two TB Laboratories</b> (preferably NITRD & NDTB Centre, Delhi) <ol style="list-style-type: none"> <li>1) The purpose of the visit is to understand as-is process flow in TB laboratories and make necessary alignment of the project execution plan submitted by the consultant in its bid.</li> <li>2) The Purchaser shall facilitate Consultant's visit and shall also depute its representative to accompany the Consultant.</li> </ol>	Visit Report and key observations for the purpose of implementing LIMS	DC+ 5 days
2	<b>Inception meeting:</b> <ol style="list-style-type: none"> <li>1) To discuss and update the project execution plan</li> <li>2) Finalize timelines for key stages of LIMS implementation</li> <li>3) Discuss and agree on roles of different stakeholders and task assignment</li> <li>4) Identify any issues likely to affect project progress and discuss, how they could be resolved</li> <li>5) Discuss and agree the processes for resolution of issues during execution of the project</li> <li>6) Finalize administrative arrangements for the project</li> </ol>	Inception Report	DC+10 days
2	<b>System Requirement Study:</b> <ol style="list-style-type: none"> <li>1) The consultant is required to carry out an assessment of the current processes, systems, operation, information exchange requirement, process flow by visiting at least in 4 TB Laboratories and holding discussions with key Laboratory in-charge and other staff</li> <li>2) The consultant shall conduct as-is business process study by:               <ul style="list-style-type: none"> <li>• understanding detailed business process</li> <li>• identifying key issues and challenges in the current environment,</li> <li>• assessing current forms and formats being used</li> <li>• analyzing the information exchange and reporting requirements (external and internal)</li> <li>• Listing out positions and their roles and responsibilities</li> <li>• Listing out equipment, lab consumables required for day-to-day functioning of lab.</li> </ul> </li> <li>3) The consultant shall prepare System Requirement Study Report and submit the same to the Purchaser for validation and approval</li> </ol>	System Requirement Study (SRS) Report	DC+30 days
3	<b>To-be Business Process Documentation and System Design:</b> <ol style="list-style-type: none"> <li>1) Based on the as-is business processes and System Requirement Study, the Consultant shall</li> </ol>	System Design Document (SDD)	DC+40 days

S.N.	Activity Description	Deliverables	Timelines
	<p>be required to carry out the following:</p> <ul style="list-style-type: none"> <li>• Prepare a task-level to-be business process document. This document shall describe how existing processes will be executed through LIMS implementation</li> <li>• Finalize functional and technical requirement specification based on to-be business process design.</li> <li>• Prepare System Design Document (SDD) defining the system architecture, modules, database design, interfaces, data requirements and reporting requirements in line with finalized requirement specifications</li> </ul> <p>2) The Consultant shall obtain approval from the Purchaser before proceeding with the Design, Development based on SDD.</p>		
4	<p><b>LIMS Design and Development:</b></p> <p>1) Based on approved System Design Document, the consultant shall carryout the following functions:</p> <ul style="list-style-type: none"> <li>• Perform the development of proposed LIMS modules based on approved SDD</li> <li>• A standard methodology shall be adopted for LIMS development covering entire Software Development Life Cycle (SDLC)</li> <li>• The Consultant shall demonstrate the LIMS Modules to Purchaser during various stages to take feedback from the Purchaser</li> <li>• The LIMS Modules shall be tested by the users at various stages of completion.</li> <li>• The feedback provided by Purchaser/Users after each round of testing should be documented, demonstrating that such feedbacks have been duly incorporated</li> </ul>	Module-wise report on development of LIMS	DC+85 days
5	<p><b>LIMS Testing:</b></p> <p>1) The Consultant shall design the LIMS software testing strategy including test script, traceability matrix, detailed test cases and conduct testing of various components of LIMS.</p> <p>2) The consultant shall use appropriate tools for various types of testing to enable the Purchaser to check the software on various parameters like performance, security, stability etc.</p> <p>3) The results of testing process should ensure that the objectives are met successfully.</p> <p>4) The Consultant shall obtain the sign-off from Purchaser on testing approach and plan</p> <p>5) The Consultant shall perform the testing of the</p>	Testing Approach and Plan	DC+100 days

S.N.	Activity Description	Deliverables	Timelines
	<p>LMS based on approved test plan, documenting the results and shall fix the bugs found during testing</p> <p>6) The Consultant shall provide all support to the Purchaser or its representative / agency to conduct acceptance testing</p>		
6	<p><b>Data Digitization and Migration</b></p> <ol style="list-style-type: none"> <li>1) The Consultant shall conduct data digitization and migration study and shall prepare the data migration strategy and plan for migration of existing digital and hardcopy data and documents in to LIMS</li> <li>2) The consultant shall co-ordinate with NIC for requisite audits &amp; obtain approval for central server hosting</li> <li>3) The Consultant shall identify the data elements (both manual and digital records) to be uploaded in LIMS database based on business requirements</li> <li>4) Prepare template for data collection from manual records and circulate with Labs</li> <li>5) Prepare master data format and schematics</li> <li>6) Provide training to Lab officials in data collection and verification of manual records</li> <li>7) Guide Lab officials in data digitation and data cleaning of manual records before uploading the same in LIMS database</li> <li>8) The Consultant shall optimize all the existing forms, reports and registers before migrating the same in to LIMS</li> <li>9) Migrating data from any IT based system/tools to LIMS database and uploading the digitized data (digitized from manual register by Labs) will be the responsibility of the Consultant</li> </ol>	Report on completion of data digitation and migration to LIMS in all 61 Labs	DC+120 days
7	<p><b>Training on use of LIMS:</b></p> <ol style="list-style-type: none"> <li>1) The Consultant shall be required to train-the-trainer as designated by each of the 61 Labs to enable them to effectively operate and perform the services using LIMS and become resource for conducting further training to Lab officials of respective Labs</li> <li>2) Minimum 2 such person shall be designated form each Lab. Thus, the Consultant shall be required to train 122 persons (in 4 batches of 30 person each), preferably in 4 Metro cities.</li> <li>3) The travel cost to be incurred by such persons / Trainees shall be borne by respective person / Labs.</li> <li>4) The Consultant shall prepare the training Manual and end-user manual covering 'How-to-use' concepts of all the LIMS Modules</li> </ol>	Training Manual and end-user manual and Training completion report	DC+140 days

S.N.	Activity Description	Deliverables	Timelines
8	<b>Change Management:</b> <ol style="list-style-type: none"> <li>1) The Purchaser recognizes that implementation of LIMS shall bring changes to the processes and systems currently being used in Labs. The Consultant shall be required to provide change management support in addressing the concerns of various stakeholders to ensure successful adoption of the LIMS by all the Lab officials. The consultant shall be required to: <ul style="list-style-type: none"> <li>• Assess the impact of LIMS implementation on the processes, organizational structures and systems</li> <li>• Develop a comprehensive change management strategy for addressing the concerns of lab officials to minimize the impact of changes to enable adoption of the LIMS</li> <li>• Identify key change agents who will assist Consultant in conducting change management activities in labs</li> <li>• Conduct consultations with all categories of Lab officials to identify their concerns and prepare suitable change management plan to address these concerns</li> <li>• Include change management plan in the training of trainers</li> </ul> </li> </ol>	Change Management Strategy and Plan	DC+150
9	<b>Warranty Maintenance support to LIMS for 2 years</b> <ol style="list-style-type: none"> <li>1) The consultant shall provide maintenance support to LIMS for the period of 2 years from the date of Go-live.</li> <li>2) The Consultant shall provide help-desk support during maintenance period on all working days during normal office hours</li> <li>3) The changes necessary for smooth functioning of LIMS including enhancement of features and new requirements shall be incorporated and updated Version of LIMS shall be provided to the Purchaser during warranty maintenance period</li> </ol>		Two years from Go-live

**Recommended Hardware Specifications (INDICATIVE)**

<b>S. No.</b>	<b>Item</b>	<b>Brand</b>	<b>Description/Configuration</b>
<b>1</b>	Local server	Dell	Dell T30 Tower server - Intel Xeon E3-1225v5 (Quad Core) 3.2GHz, 8MB Cache 1600MHz, 1x8GB RAM (4 slots), 1x1TB SATA 3.5" 7.2k rpm Simple Swap HDD (4 Bay), DVD Writer, Onboard RAID 01, Inbuilt RPS Standard (Max 1), 3 Year Onsite NBD
<b>2</b>	Operating System*	Microsoft	Microsoft Windows Server 2012 5-Pack User Purchaser Access License (OEM, 64-Bit) - 5-User Purchaser Access License (CAL) - OEM Version - Cloud Optimized - Enterprise-Class Features - Virtual Desktop Infrastructure
<b>3</b>	Monitor, Keyboard and Mouse	DELL	Dell 18.5 inch HD LED - E1916HV Monitor Dell KM113 Wireless Keyboard Mouse Combo
<b>4</b>	UPS	APC + Exide	APC BR24BPG Back-UPS Pro - Item Height 30.1 Centimeters - Item Width 11.2 Centimeters - Item Weight 13 Kg - Product Dimensions 38.2 x 11.2 x 30.1 cm - Battery: Exide Powersafe SMF 12V 150Ah. (BR24BPG)
<b>5</b>	Firewall	Netgear	NETGEAR FVS318 ProSafe VPN Firewall 8 with 8-Port 10/100 Switch with 16 MB RAM
<b>6</b>	Router + Modem	Netgear	NETGEAR D1500 N300 WIFI DSL MODEM ROUTER with 300 mbps speed
<b>7</b>	Desktop	Dell	Dell Inspiron 3268 Desktop - 7th Generation Intel® Core™ i5-7400 processor - Windows 10 Home Single Language Office Home and Student 2016 8GB RAM, 1TB HDD Integrated Graphics Dell 19 Monitor   E1916HV 18.5" McAfee® MultiDevice 15 month subscription InHome Service after Remote Diagnosis
<b>8</b>	Andriod Tablets with flip cover	HP	HP 7 G2 1311 Tablet OS Android RAM 1 GB Item Weight 295 g Product Dimensions 76 x 3.1 x 48 cm Item model number 7 G2 1311

			Wireless communication technologies wifi Connectivity technologies WiFi Camera Primary 2 MP, Secondary VGA Weight 295 Grams Colour Black Battery Power Rating 2800
9	Antivirus	Kaspersky	Multi user license for 15 machines/tablets - Cost per year - Requires annual subscription
10	Barcode Scanner	Honeywell	Honeywell MK5145-31A38 Barcode Scanner - Automatically switches from "pulse mode" to continuous beaming when a bar code is detected - Update firmware from any PC via MetroSet2® software provided by Honeywell - USB, RS232, Keyboard Wedge, IBM 468xx (RS485)
11	Barcode Printer	Honeywell	Honeywell PC42t Barcode Printer - Brand Honeywell - Colour Black - Item Height 28 Centimeters - Item Width 26 Centimeters - Item Weight 5 Kg - Product Dimensions 41 x 26 x 28 cm - Item model number PC42t - Operating System Windows - Included Components Barcode Printer, CD, Power Cable, Ribbon Holder, Power Adaptor, Label Holder kit, No Ribbon, No Labels
12	AC for server room	Voltas	Voltas 183CYA Split AC (1.5 Ton, 3 Star Rating, White, Copper)
13	CAT5 Cabling		As per the lab layout
14	Central Server/ Deployment server		Cloud based
15	Backup hard-drive		1 TB

***\*Note: These are indicative recommendations, if your proposed solution requires additional or other specifications of hardware, kindly propose this as part of your solution. Any changes in specification of OS or hardware should be made considering its implications for long term in-country, onsite maintenance. Additionally, any changes or updates to these hardware specs will be shared at time of pre-bid meeting.***

**Indicative summary of data entry variables in lab****LIMS- indicative output**

- **Laboratory level data** – Dashboard, results, Lab level management data - trend, reports and excel output etc.
- **District** – Test reports by email, by Nikshay, Summary reports in pre-defined formats (Monthly), etc.
- **State (IRL / STC)** – State level report, All laboratories -summary, performance indicators etc
- **NRL** - National reporting data, Lab performance indicators, Compiled report – state and lab wise (predefined format) etc
- **CTD** – National reporting data, Lab performance indicators, Compiled report – state wise (predefined format) etc

<b>Sr no</b>	<b>Level of entry (workstation) /Processes / Variables</b>	<b>Variables fields</b>
2	<b>Sample opening area</b> Specimen number (add barcode) – quality, rejection, segregation information (direction towards CBNAAT or Processing Diagnosis / FU), Annexure I with barcode / numbering; Barcode number should be 6 digit, preferably not to repeat for at least 2 years.	Approx. 10 fields per patient sample
3	<b>Data Entry Area</b> Annexure I (Name, Age, Gender, Address, Referring district name, Date of collection, Criteria, Classification, Name of specimen...) Annexure IV (Left page of Annexure IV) will get auto-generated List generation for further path	Approx 30 fields per patient sample
4	<b>Processing Room</b> Batch number of Phosphate buffer, NaOH; Samples processed, smear preparation, inoculation; Barcode for inoculating tubes On slides -diamond marker last three digits.	Approx 3 field per sample
5	<b>Staining:</b> Slides stained and transported (ZN / FM)	NIL
6	<b>Microscopy reading</b> Slide results (ZN / FM), List generation for LPA and CBNAAT from processed samples from Data entry area.	Approx 5 fields per slide read
7	<b>LPA</b> Extraction, Master mix preparation, Amplification, Hybridization – enter band information from the result strips; Sheet goes to Microbiologist for final interpretation	Approx 30 field per test
8	<b>Microbiologist room</b> <u>For LPA:</u> Result verification, Final interpretation and final endorsement. In case of LPA invalid, then Microbiologist to decide the further option (testing with isolate, same specimen, 2nd specimen, or go for culture) <u>For Culture:</u> Contaminated – to endorse next action	All results from various tests besides patient clinical and demographic history to be displayed

	<p>Positive – to communicate the result, take next action DST, if required</p> <p>Negative – to communicate the result.</p> <p><u>For DST:</u></p> <p>Result to be reviewed, endorsed and communicated.</p> <p>All information of the patient including all tests which has been subjected to specimen, will be available to Microbiologist to give final endorsement.</p>	<p>Options for further suggestion or release of results to be provided</p> <p>Dashboards to be provided</p>
9	<p><b>Culture</b></p> <p>Generated List (Selected specimen for diagnostics, LPA invalid, F/U Culture specimen), Collects the sample – Goes to processing room; Processing; Smear preparation, Inoculation on LC tubes and/LJ; Barcode label on tubes; LJ goes to incubator; LC goes to MGIT; LJ: Weekly reading;</p> <p>LC: MGIT results to be recorded (Units etc.) into the software.</p> <p>Tubes goes to processing room – speciation results;</p> <p>LJ – each specimen in 2 tubes</p> <p>LC – 1 specimen in 1 tube,</p> <p>Microscopy list– 1 specimen 1 slide</p> <p>Falcon tube –1</p>	<p>Culture result</p> <p>Approx. 10 fields per culture tube</p>
10	<p><b>Incubator room / culture reading room</b></p> <p>List to be generated for tubes completed 8 weeks – whose final result is not available.</p> <p>Weekly reading of the cultures (LJ); ). List to be generated for those patients whose tubes remained unread for &gt;10 days. All culture positive tubes to undergo confirmatory test; results to be recorded;</p> <p><u>For positive –</u></p> <p>Tubes goes to processing room, undergoes microscopy and enter result, and ID test SD bioline / capilla, result to be entered</p> <p>For DST – if diagnostic sample, or otherwise indicated by microscopy or DST-SLD if follow-up culture as decided by microbiologist</p>	<p>Culture result (final result)</p> <p>Approx. 3 fields per bottle reading</p>
11	<p><b>DST</b></p> <p>MGIT tube or LJ bottle specimen taken; DST by Liquid or Solid; Each specimen taken in fresh MGIT tube for dilution; Desired dilution is inoculation in 2/5/7/13 tubes in AST carrier; Barcode to be stuck to AST carrier; One AST carrier for one patient; One patient can have more than one AST carrier; Result to be provided, usually in 13 day cycle; to be entered in tablet identified based on barcode label.</p> <p>Positive growth to be tested for confirmation of MTb.</p> <p>LJ: Inoculation in bottles, 14 bottle (5 controls and 2 bottles per drug, 1 for PN B) for 4 drugs; Incubator; Weekly reading; For every patient atleast 1 tube should be screened to allow to enter the result into software.) (Software – after scanning a tube should popup the screen to document the result, default result to be negative. Internal controls to re-verify the tubes if any of the tube is positive).</p> <p>Option should be available at the lab level to pre-decide the drugs to be tested for DST; Software to accommodate this alignment.</p> <p>DST results: Final result to be endorsed by microbiologist after verifying the tubes and confirmatory test results</p>	<p>DST Result:</p> <p>R -Resistant,</p> <p>S -Susceptible</p> <p>C -Contaminated</p> <p>Not done</p>
12	<p><b>CBNAAT</b></p> <p>List get generated; Specimen collected and goes into CBNAAT</p>	<p>Integration of results from</p>

	<p>section; Barcode on falcon tube is read in GX as patient ID, CBNAAT cartridge barcode to go into software for linking to specific patient id barcode, Option for manual entry or through CDP; information to go into software -</p> <p>Date tested</p> <p>Result</p> <p>Cartridges used</p> <p>Error details</p> <p>Multiple CBNAAT test to be allowed for same patient lab id – only after invalid or error result.</p>	software with LIMS
13	<p>Output:</p> <p>Annexure I – to be auto-back-up, email with auto-cc function for email, print for filling;</p> <p>Annexure IV – Hard copy to be printed after 3 months (e.g. Jan to be printed on 1<sup>st</sup> May);</p> <p>Monthly summary at lab level (number of specimen processed, no. of tests performed, no. of results reported and pending etc.)</p> <p>Quarterly summary</p> <p>Monthly report</p> <p>Quarterly report (state &amp; National)</p> <p>Performance report; (state and National) District wise summary report including list of DRTB patients (district level);</p> <p>Monitoring mechanisms:</p> <p>Dashboard to be user friendly and lab is allowed to select the variables and information to be displayed</p> <p>Lab level: Daily summary at dash board - depicting the workload management at different levels (e.g. at level of processing room, CBNAAT, Culture, LPA etc), Facilitate work distribution, Flagging stock out (critical things e.g. CBNAAT cartridge, kits)</p> <p>Monthly: Stock requirements, HR management report, Equipment breakdown etc. Flagging of AMC &amp; Calibration of equipment during the month,</p> <p>Annual: Equipment summary, Annual summary of lab work, District wise summary and trends,</p> <p>National &amp; State level function:</p> <p>Dashboard, Compilation of the quarterly reports</p>	
14	<p><b>Equipment</b></p> <p>Listing (one time) and updation; Date of break-down, re-functioning, calibration and AMC; Equipment history format; Flagging of non-functional equipment, calibration / AMC renewal on monthly basis</p>	Approx 6-7 fields per equipment
15	<p><b>Store</b></p> <p>Key – Reagents, Consumables, Test kits</p> <p>Others; define critical level of stock considering time lag in supplies/procurement;</p> <p>Real time stock register management,</p> <p>Output: Inventory, Flagging shortage and stock-outs</p>	<p>Stock register</p> <p>About 250 line list and about 10 fields per line item</p>
16	<p><b>Admin / HR</b></p> <p>List of staff, category-wise, training status (technology wise, initial and refresher), qualification, HR management functions, aligned with e-Nikshay</p>	Approx 20-25 fields per person (for 40 persons)

## Annexure-C

## Locations of C&amp;DST Labs for Implementation of LIMS

S. No.	Location / Name of District	Name of State
1	Vizag	Andhra Pradesh
2	Guwahati	Assam
3	Patna	Bihar
4	JNMC Bhagalpur	Bihar
5	PGI Chandigarh	Chandigarh
6	Raipur	Chattisgarh
7	AIIMS – Delhi	Delhi
8	LRS – Delhi	Delhi
9	NDTC – Delhi	Delhi
10	Ahmedabad	Gujarat
11	Jamnagar	Gujarat
12	Karnal	Haryana
13	Dharampur	Himachal Pradesh
14	IRL Srinagar	Jammu & Kashmir
15	Ranchi	Jharkhand
16	Bangalore IRL	Karnataka
17	KIMS Hubli	Karnataka
18	Raichur Medical Institute	Karnataka
19	NTI Bangalore	Karnataka
20	Thiruvananthapuram	Kerala
21	Bhopal – BMHRC	Madhya Pradesh
22	Indore	Madhya Pradesh
23	Gwalior	Madhya Pradesh
24	Aurangabad	Maharashtra
25	JJ Hospital Mumbai	Maharashtra
26	Nagpur	Maharashtra
27	Pune	Maharashtra
28	Cuttack	Orissa
29	RMRC Bhubaneswar	Orissa
30	Patiala	Panjab
31	Puducherry	Puducherry
32	Ajmer	Rajasthan
33	Jodhpur	Rajasthan
34	SMS Jaipur	Rajasthan
35	Chennai IRL	Tamil Nadu
36	NIRT Chennai	Tamil Nadu
37	Madurai	Tamil Nadu
38	Hyderabad	Telangana

<b>S. No.</b>	<b>Location / Name of District</b>	<b>Name of State</b>
39	Agra IRL	Uttar Pradesh
40	Aligarh	Uttar Pradesh
41	Lucknow	Uttar Pradesh
42	Varanasi	Uttar Pradesh
43	JALMA – Agra	Uttar Pradesh
44	Dehradun	Uttarakhand
45	Kolkata	West Bengal
46	Siliguri	West Bengal
47	SMC Vijayawada	Andhra Pradesh
48	MC Silchar	Assam
49	IGIMS Patna	Bihar
50	RBIPMT	Delhi
51	IRL Goa	Goa
52	GMC, Surat	Gujarat
53	GMC Dhanbad	Jharkhand
54	Medical College Kozhikode	Kerala
55	RMRC Jabalpur	Madhya Pradesh
56	IRL Gangtok	Sikkim
57	RGIMS Adilabad	Telangana
58	Agartala	Tripura
59	MC Gorakhpur	Uttar Pradesh
60	LLRMC Medical College	Uttar Pradesh
61	Bardhman Medical college	West Bengal

## **CHAPTER – III: TECHNICAL BID – STANDARD FORMS**

### FORM TECH-1: Letter of Bid (Technical)

To,  
Director  
M/s Strategic Alliance Management Services Pvt. Ltd.  
B01-03 Vardhaman Diamond Plaza, Community Centre,  
D.B. Gupta Road, Paharganj,  
New Delhi 110055

**Subject:** Bid for “Development, Implementation and Maintenance of Laboratory Information Management System (LIMS) including Supply of related IT equipment and associated Services - Bid Ref. No. SAMS/FIND/LIMS/29/2017

Dear Sir,

1. We, [**Name of Bidder**], hereby submit a bid for the above-referenced bid
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced Bid Documents, including the terms and conditions of the Contract as set out in Bid Documents
3. We accept responsibility for the successful integration and inter-operability of all components of the Information System as required in the Bid Documents
4. Our bid shall remain valid for SAMS’ acceptance until **150 days** from the Closing Date.
5. We acknowledge and agree that:
  - SAMS is not bound to accept the lowest bid or any other bid it may receive in response to the above-referenced ITB;
  - no liability of SAMS and no binding contract exists until the Contract is executed by both parties;
  - each party constituting the bidder is bound jointly and severally by this bid; and
6. Enclosed is a bid security in the sum of [**insert amount**] in the form set out in the Form, issued by [**insert name of bank**].
7. I, the undersigned, certify that I am duly authorized by [**insert name of bidder**] to sign this bid

Name: _____
Title: _____
Date: _____
Signature: _____

[**Stamp form of bid with official stamp of the bidder**]

## FORM TECH-2: PERFORMANCE STATEMENT FORM

(For the period of last five years)

Note to bidders: Bidders shall provide brief description of similar assignments executed during last five years as on the date of bid opening along with satisfactory performance certificate issued by the Purchasers. The bidders are also required to provide copy of P.O. / Contracts and satisfactory performance certificate issued by the Purchaser in respect of P.O. / Contracts referred.

Name of Contracting Authority (with full address, tel.& e-mail)	P.O. / Contract No. and date	P.O. / Contract Value	Brief Description of the Project	Duration of Project Execution		Is the Information System is currently being satisfactorily used? (Yes / No)
				As per Contract	Actual	

**Signature and seal of the Bidder**

### FORM TECH-3: METHODOLOGY AND PRELIMINARY PROJECT EXECUTION PLAN

{The Bidders are required to provide a description of the methodology and preliminary project execution plan for performing the assignment

- a) **Methodology** *{Please explain your understanding of the assignment as outlined in the Technical Specification Requirements (TSR) the methodology you would adopt for implementing the Project and associated tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TSR}*
- b) **Preliminary Project Execution Plan** *{Bidders are required to make their own detailed assessment of the time, work methods and activities that shall be required for the successful and timely completion of the project, and shall submit their bid on the basis of an assurance that the Project can be completed by the Time for Completion and the milestone dates identified in the TSR.*

*Bidders are advised to outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and tentative delivery dates of the reports. The proposed work plan should be consistent with the methodology, showing your understanding of the TSR and ability to translate them into a feasible plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.*

*Among other things, Preliminary Project Plan shall describe the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use}*

## FORM TECH-4: PROPOSED PROJECT TEAM AND TEAM STRUCTURE

{Bidders should provide the names of the suitably qualified Personnel for execution of the project. Their expertise / experience should be provided using the Format below for each staff proposed for execution of the Project}

[illegible]

**FORM TECH-5: DETAILED CV OF KEY PERSONNEL IDENTIFIED IN TSR**

[For each position of key professional separate form Tech-5 will be prepared]:

1. Proposed Position:
2. Name of Firm:  
[Insert name of firm proposing the staff]:
3. Name of Staff: [Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:  
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:  
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:

Employer:

Positions held:

- ## 12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignments in which the staff has been involved, indicate the following information for those Assignments that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized  
representative of the staff]

[Full name of authorized representative]:

## FORM TECH-6: BIDDERS' COMMENTARY / COMPLIANCE ON THE TECHNICAL SPECIFICATION REQUIREMENTS

{Bidders are advised to provide Item-by-Item Commentary on the Technical Specification Requirements (TSR) demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements. In demonstrating the responsiveness of its bid, the Bidder must use the 'Technical Responsiveness Format' provided below. Failure to do so increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Bidder's Technical Bid}

Tech. Require. No. _	Technical Specification Requirement: [ insert: <i>abbreviated description of Requirement</i> ]
Bidder's technical reasons supporting compliance:	
Bidder's cross references to supporting information in Technical Bid:	

**Note:** The Technical Specification Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Bidder's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Bidder should indicate *that* – and to the greatest extent practical – *how* the Bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

**Note:** The Manufacture's Authorizations issued by OEM of IT Hardware are to be included as per format given in Chapter-VII

**Note:** As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid deviates (materially) from the Technical Specification Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Specification Requirements.

Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

**FORM TECH-7: PROPOSED IT EQUIPMENT AND THEIR SPECIFICATIONS MAKE/  
MODEL**

{The bidder are advised to refer to the requirement of IT Equipment given in TSR and propose IT equipment similar to those indicated in TSR. The brand names mentioned in TSR are just to indicate quality standard. The bidder may substitute them with equivalent standards}

<b>S.N</b>	<b>Item description</b>	<b>Specifications</b>	<b>Proposed Makes / Model number (wherever applicable)</b>

### FORM TECH-8: Staffing Schedule

*[Bidders are required to make their own assessment of manpower required for implementation of the Project. The name of all Staff to be deployed for the project and their input days/weeks/ months (as appropriate) should be provided in the table below. Such staff who may be performing their roles and responsibilities from within their office shall be treated as 'Home' based deployment and those who are required to travel to project site or traveling to attend meeting with Purchaser / Stakeholders (outside of the city of their office) shall be treated as 'Field' based deployment]*

S. N.	Name of Staff	Field / Home	Staff Input (in the form of bar chart						Total Months / Weeks	
			1	2	3	4	..	n	Field	Home
1		Field								
		Home								
2		Field								
		Home								
3		Field								
		Home								
..		Field								
		Home								
..		Field								
		Home								
n		Field								
		Home								

## **CHAPTER – IV: FINANCIAL BID – STANDARD FORMS**

## FINANCIAL PROPOSAL-STANDARD FORMS

### FORM FIN- 1: Form of Bid (Financial)

To,  
Director  
M/s Strategic Alliance Management Services Pvt. Ltd. (SAMS)  
B01-03 Vardhaman Diamond Plaza, Community Centre,  
D.B. Gupta Road, Paharganj,  
New Delhi 110055

**Subject:** Bid for “Development, Implementation and Maintenance of Laboratory Information Management System (LIMS) including Supply of related IT equipment and associated Services - Bid Ref. No. SAMS/FIND/LIMS/29/2017

Dear Sir,

1. We, [**Name of Bidder**], hereby submit a bid for the construction of the above-referenced works in response to the above-referenced Bid:
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced ITB, including the terms and conditions of the Contract as set out in the Bid Documents.
3. Based on the above, our proposed **Total Cost (A+B+C+D+E+F+G) is Rs. \_\_\_\_\_ exclusive of all relevant duties and taxes** (amount in words) and as per Form FIN-2 to FIN-7 attached
4. I, the undersigned, certify that I am duly authorized by [**insert name of bidder**] to sign this bid and bind [**insert name of bidder**]:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**FINANCIAL PROPOSAL- STANDARD FORMS**  
**FORM FIN-2: SUMMARY OF COSTS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount in Rupees</b>
A	Remuneration	
B	Reimbursable	
C	Cost of IT Equipment and Accessories	
D	Cost of Maintenance support for 2 years post Go-live (for 61 Labs)	
	<b>Total (A + B + C + D)</b>	
	Service Tax / Sales Tax / VAT, if contract is awarded	
E	Cost of developing / testing and implementing Logistics / Consumables Module (OPTIONAL)	
F	Cost of Implementing LIMS in each additional Lab (without the cost of required IT Equipment and Accessories)	
G	Cost of Maintenance support for 2 years post Go-live (for each additional Lab)	
	<b>Total (E + F + G)</b>	
	Service Tax / Sales Tax / VAT, if contract is awarded	
	<b>Total Cost Total (A + B + C + D + E + F + G)</b>	

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

**FINANCIAL PROPOSAL- STANDARD FORMS**  
**FORM FIN-3: BREAKUP OF REMUNERATION**

Sr. No.	Name of Staff	Position	Person-Day / Person-Month Rate (Rs.) (A)	Proposed No. of Person- Day / Person- Month (B)	Total Amount (A x B)
	Total (A)				

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**  
(Amount in Words)

**Note:**

1. Professional Staff should be indicated individually;
2. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-8;

**FINANCIAL PROPOSAL- STANDARD FORMS**  
**FORM FIN-4: BREAKUP OF REIMBURSABLE**

(Note: Reimbursable expenses for travel will be quoted only for work related travel outside the place of work. It can also include travel from the Headquarter of the consultant to the place of work).

N o	Description <sup>2</sup>	Unit Type	Unit Cost <sup>3</sup>	Quantity	Total Cost
	<b>TRAVEL</b>				
	Per diem allowances	Day			
	Travel cost	Trip			
	Accommodation	Day			
	Miscellaneous travel expenses	Trip			
	Conveyance	Trip			
	<b>OTHERS</b>				
	Communication costs between [Insert place] and [Insert place]				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies, etc. (give details)				
	Postage & Courier				
	Use of computers, software				
	Subcontracts				
	Local transportation costs				
	Office rent, clerical assistance				
	Other Admin Costs (give details)				
	Total Costs (B)				

**Total Reimbursable: =** \_\_\_\_\_

Amount in words:

**FINANCIAL PROPOSAL- STANDARD FORMS**  
**FORM FIN-5: COST OF IT EQUIPMENT AND ACCESSORIES**

Sr. No.	Description	No. of TB Labs <sup>3</sup>	Quantity per TB Lab	Total Quantity for 61 TB Labs	Unit Price EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf) basis	Total Cost	Cost of Inland transportation, insurance and related costs incidental to the delivery of Goods up to final destination consignee locations	Cost towards installation, commissioning and testing including any other cost towards incidental services	Net Total Cost	Amount of duties and Taxes, payable if contract is awarded
A	B	C	D	E = C x D	F	G = D x F	H	I	J=G+H+I	J
1	Local server (Dell T30 Tower Server or equivalent)	61	1	61						
2	Operating System (MS Windows Server 2012 5-Pack User Purchaser Access License)	61	1	61						
3	Monitor (Dell 18.5 inch HD LED or equivalent), Keyboard and Mouse	61	1	61						
4	UPS	61	1	61						
5	Firewall (Netgear)	61	1	61						
6	Router + Modem (Netgear)	61	1	61						

<sup>3</sup> The IT equipment and accessories required for up-scaling the LIMS in additional Labs, if required shall be supplied by the selected firm considering the rates quoted in this table.

Sr. No.	Description	No. of TB Labs <sup>3</sup>	Quantity per TB Lab	Total Quantity for 61 TB Labs	Unit Price EXW (ex-factory, ex-works, ex-warehouse or off-the-shelf) basis	Total Cost	Cost of Inland transportation, insurance and related costs incidental to the delivery of Goods up to final destination consignee locations	Cost towards installation, commissioning and testing including any other cost towards incidental services	Net Total Cost	Amount of duties and Taxes, payable if contract is awarded
7	Desktop - 7th Generation Intel Core i5-7400 (Dell Inspiron Desktop or equivalent)	61	1	61						
8	Android Tablets (HP G2 1311 or equivalent) with flip covers	61	10	610						
9	Antivirus (Laspersky - Multi User License for 15 Machines / Tablets)	61	1	61						
10	Barcode Scanner (Honeywell MK5145-31A38 or equivalent)	61	4	244						
11	Barcode Printer (Honeywell PC42t Barcode Printer or equivalent)	61	2	122						
12	AC for server room (1.5 T)	61	1	61						

[illegible]

**FINANCIAL PROPOSAL- STANDARD FORMS**

**FORM FIN-6: COST OF MAINTENANCE SUPPORT FOR 2 YEARS POST GO-LIVE**

<b>S.N</b>	<b>Description</b>	<b>Total Price (exclusive of all applicable taxes and duties)</b>	<b>Amount of Taxes and Duties, if contract is awarded (as currently applicable)</b>
1	Cost of setting up off-site maintenance support facility, including, infrastructure, IT equipment etc.		
2	Recurrent Cost of providing maintenance support for 2 years, such as remuneration of expert, , travel, communication, postage etc. (provide breakup)		
	<b>TOTAL COST (D)</b>		

**FINANCIAL PROPOSAL- STANDARD FORMS**  
**FORM FIN-7: COST OF OPTIONAL AND ADDITIONAL SERVICES**

<b>S.N</b>	<b>Description</b>	<b>Total Price (exclusive of all applicable taxes and duties)</b>	<b>Amount of Taxes and Duties, if contract is awarded (as currently applicable)</b>
1	Cost of developing / testing and implementing Logistics / Consumables Module <b>(Cost Component-E)</b>		
2	Cost of Implementing LIMS in each additional Lab (without the cost of required IT Equipment and Accessories) <b>(Cost Component-F)</b>		
3	Cost of Maintenance support for 2 years post Go-live (for each additional Lab) <b>(Cost Component-G)</b>		

## **CHAPTER– V: CONDITIONS OF CONTRACT (COC)**

## **CHAPTER - V**

### **CONDITIONS OF CONTRACT (COC)**

#### **1. APPLICATION**

- 1.1 The Conditions of Contract incorporated in Chapter-V, including Technical Specification Requirements under Chapter II shall be applicable for this contract.

#### **2. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 2.1 The Solution Provider shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the Solution Provider in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the Solution Provider shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in COC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the Solution Provider, each and every other document mentioned in COC sub-clause 2.1 above shall remain the property of the Purchaser and, if advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Solution Provider's performance and obligations under this contract.

#### **3. OBLIGATIONS OF SOLUTION PROVIDER**

- 3.1 **Standard of Performance:** The Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful Solution Provider to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Contractors or Third Parties.
- 3.2 **Conflict of Interests:** The Solution Provider shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Solution Provider shall promptly disclose the same to the Purchaser and seek its instructions.

The Solution Provider is also required to comply with GFATM's policies on "Ethics and Conflict of Interest" and "Code of Conduct for suppliers" available at link <http://www.theglobalfund.org/en/governance/>

**3.3 Solution Provider not to benefit from Commissions, Discounts, etc.:** The payment of the Solution Provider shall constitute the Solution Provider's only payment in connection with this Contract and the Solution Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Solution Provider shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

**3.4 Solution Provider and Affiliates Not to Engage in Certain Activities:**

Prohibition of Conflicting Activities: The Solution Provider shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.5 Confidentiality:** Except with the prior written consent of the Purchaser, the Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Solution Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.6 Intellectual Property Rights:** The Solution Provider shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of services to be provided by the Solution Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Purchaser, the Purchaser shall notify the Solution Provider of the same and the Solution Provider shall, at his own expenses take care of the same for settlement without any liability to the Purchaser. The Solution Provider shall list out and provide to the Purchaser, all licenses / permissions for those third-party software, which have been used for developing the Information System

**4. Fraud and Corruption:**

**4.1 Definitions:** It is the Employer's policy to require that Purchaser as well as Solution Provider observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value 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 consultants, with or without the knowledge of the Employer, 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;

4.2 In addition, the Solution Provider is required to comply with GFATM's policy on "Code of Conduct for Suppliers" available at link <http://www.theglobalfund.org/en/governance/>

#### **4.3 Measures to be taken by the Purchaser:**

- (a) The Purchaser may terminate the contract if it determines at any time that representatives of the Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Solution Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- (b) The Purchaser may also sanction against the Solution Provider, including declaring the Solution Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract;

### **5. COUNTRY OF ORIGIN**

5.1 All goods and services to be provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

5.2 The word "origin" incorporated in this clause means the place from where the services are performed and/or goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

### **6. PERFORMANCE SECURITY**

6.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Purchaser, the Solution Provider, shall furnish Performance Security to the Purchaser for an amount equal to five per cent (5%) of the contract value, valid up to one hundred and twenty (120) days after the date of completion of all contractual obligations by the Solution Provider, including the warranty obligations.

6.2 The Performance Security as above shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a Scheduled Bank in India, in the format given in Chapter VI.

6.3 In the event of any failure /default of the Solution Provider with or without any quantifiable loss to the government, the amount of the Performance Security is liable to be forfeited. The Purchaser may do the needful to cover any failure/default of the Solution Provider with or without any quantifiable loss to the Government.

6.4 In the event of any amendment issued to the contract, the Solution Provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.5 The Purchaser will release the Performance Security without any interest to the Solution Provider on completion of contractual obligations including the warranty obligations.

## **7. SCOPE OF SERVICES AND STANDARDS**

7.1 The Services to be provided by the Solution Provider under this contract shall conform to the Technical Specification Requirements mentioned under Chapter II.

## **8. INSURANCE**

8.1 The Solution Provider shall be responsible for insuring personnel deployed to perform the services, equipment, furniture, etc. for accident, theft, damage, burglary etc. on third party risk basis.

## **9. CONTRACT DURATION**

9.1. The contract shall be valid till 2 years beyond date of Go-Live of LIMS. The contract may be extended for further period of max. 3 years based on performance of services by the Solution Provider and requirement of services by the Purchaser.

## **10. ASSIGNMENT**

10.1 The Solution Provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

## **11. SUB CONTRACTS**

11.1 The Solution Provider shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original bid or later, shall not relieve the Solution Provider from any of its liability or obligation under the terms and conditions of the contract. Sub contracts shall not be inconsistent with the terms of the contract agreement.

11.2 Sub contracts shall also comply with the provisions of COC Clause 4 ("Country of Origin").

## **12. MODIFICATION OF CONTRACT**

12.1 If necessary, the Purchaser may, by a written order given to the Solution Provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.

12.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or time required by the Solution Provider to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or duration of contract, as the case may be, and the contract amended accordingly. If the Solution Provider doesn't agree to the adjustment made by the Purchaser, the Solution Provider shall convey its views to the Purchaser within twenty-one days from the date of the Solution Provider's receipt of the Purchaser's modification of the contract.

## **13. PRICES**

- 13.1 Prices to be charged by the Solution Provider for provision of services in terms of the contract shall not vary from the corresponding prices quoted by the Solution Provider in its bid.

#### **14. TAXES AND DUTIES**

- 14.1 Solution Provider shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the services to the Purchaser.

#### **15. TERMS AND MODE OF PAYMENT**

- 15.1 Payment shall be made against the claim received from Solution Provider as per payment terms given below:

##### **A. Development, implementation and maintenance of LIMS:**

- a) 20% of the contract value (excluding cost of IT equipment and accessories) shall be paid as advance upon submission of Bank Guarantee for equivalent amount valid till anticipated date of Go-Live of LIMS
- b) 20% of the contract value (excluding cost of IT equipment and accessories) shall be paid upon submission of System Design Document (SDD)
- c) 10% of the contract value (excluding cost of IT equipment and accessories) shall be paid upon completion of supply of IT equipment and accessories at all 61 C&DST Labs and pilot testing of LIMS in 4 C&DST Labs
- d) 30% of the contract value (excluding cost of IT equipment and accessories) shall be paid upon completion of installation and testing of LIMS at all 61 C&DST Labs
- e) 20% of the contract value (excluding cost of IT equipment and accessories) shall be paid upon Go-Live of LIMS at all 61 C&DST Labs

##### **B. Supply and installation of IT Equipment and associated accessories**

- a) 100% amount of IT Equipment and accessories shall be paid upon delivery of all goods at 61 C&DST labs

- 15.3 The Purchaser shall release payment within 60 days of receipt of claim as above.

#### **16. PENALTY PROVISION AND TERMINATION OF CONTRACT**

- 16.1 If the Solution Provider fails to perform the services as per performance indicators given in Scope of Services, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as penalty.
- 16.2 The liquidated damages for delay in implementation of LIMS shall be levied on the supplier @0.5% per week on the unperformed services, or part thereof, as against the timelines agreed in the contract, subject to the max ceiling of 10% of the contract value (excluding cost of IT equipment and accessories).
- 16.3 In case of serious lapse on part of Solution Provider and unsatisfactory review in two consecutive quarterly reviews, as above, the Purchaser may terminate the contract in whole or in part by giving 30 days' notice.

#### **17. TERMINATION FOR DEFAULT**

- 17.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Solution Provider, terminate the contract in whole or in part, if the Solution Provider fails to perform services as specified in the contract or any other contractual obligations within the time period specified in the contract.
- 17.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to COC clause 15.3 and 16.1 above, the Purchaser may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Solution Provider shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such services.
- 17.3 Unless otherwise instructed by the Purchaser, the Solution Provider shall continue to perform the contract to the extent not terminated.

## **18. TERMINATION FOR INSOLVENCY**

- 18.1 If the Solution Provider becomes bankrupt or otherwise insolvent, it will inform to the Purchaser with the request to terminate the contract. The Purchaser reserves the right to terminate, without any compensation, whatsoever, to the Solution Provider, and the Purchaser may forfeit the Performance Security.

## **19. TERMINATION FOR CONVENIENCE**

- 19.1 The Purchaser, by written notice sent to the Solution Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Solution Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.2 The test reports of the sample which are already taken up the date of Solution Provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

## **20. FORCE MAJEURE**

- 20.1 Notwithstanding the provisions contained in COC clauses 16, 17 and 19 the Solution Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Solution Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 20.2 For purposes of this clause, Force Majeure means an event beyond the control of the Solution Provider and not involving the Solution Provider's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 20.3 If a Force Majeure situation arises, the Solution Provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Solution Provider shall continue to perform its obligations under the contract as far as

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

20.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the Solution Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **21. GOVERNING LANGUAGE**

21.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language.

## **22. NOTICES**

22.1 Notices, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

22.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **23. RESOLUTION OF DISPUTES**

- a. If dispute or difference of any kind shall arise between the Purchaser and the Solution Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the Solution Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- c. All disputes arising out of tendering process shall be within the jurisdiction of High Court of Delhi. Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.
- d. The award passed by the arbitrators shall be final and binding.
- e. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi.

## **24. APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## CHAPTER – VI: CONTRACT FORM

Contract No \_\_\_\_\_  
dated \_\_\_\_\_

**This is in continuation to Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of Purchaser: \_\_\_\_\_
2. Name & address of the Solution Provider: \_\_\_\_\_
3. Purchaser's Bid Document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Purchaser
4. Solution Provider's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Solution Provider and the Tender Inviting Authority in connection with this tender.
5. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 3 and 4 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - i. Tender Inviting Authority's Notification of Award;
  - ii. Performance Security submitted by the Solution Provider
  - iii. Conditions of Contract;
  - iv. Scope of Services;
  - v. Bidder Information Form;
  - vi. Bid Form;
  - vii. Price Schedule furnished by the Solution Provider in its tender;
6. Some terms & conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the services which shall be provided by the Solution Provider are as under: \_\_\_\_\_
  - (ii) Total Contract Value (inclusive of services tax / sales tax / VAT: (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_
  - (iii) Contract Duration: \_\_\_\_\_
  - (iv) Details of Performance Security \_\_\_\_\_

\_\_\_\_\_  
(Signature, name and address  
of the Purchaser's authorised official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the Solution Provider's executive  
duly authorised to sign on behalf of the Solution Provider)  
For and on behalf of \_\_\_\_\_

(Name and address of the Solution Provider)

---

(Seal of the Solution Provider)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## **CHAPTER – VII: OTHER STANDARD FORMS**

## FORM – A: MANUFACTURER’S AUTHORIZATION FORM

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the ITB.]*

Date: *[insert date (as day, month and year) of Bid Submission]* ITB  
No.: *[insert number of bidding process]* Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above ITB.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this ITB.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]* Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.*

## FORM – B: BANK GUARANTEE FORM FOR EMD

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its bid dated \_\_\_\_\_ for the services \_\_\_\_\_ (hereinafter called the "bid") against the Purchaser's Bid Ref. No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.

(2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.

or

b) fails or refuses to accept/execute the contract.

or

c) if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 150 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch

## FORM – C: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

\_\_\_\_\_  
\_\_\_\_\_ (name and address of Tender Inviting Authority)

WHEREAS \_\_\_\_\_ (Name and address of the Solution Provider)  
(Hereinafter called "the Solution Provider") has undertaken, in pursuance of contract  
no \_\_\_\_\_ dated \_\_\_\_\_ to provide services (description of  
services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Solution Provider shall  
furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum  
specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Solution Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of  
the Solution Provider, up to a total of. \_\_\_\_\_ (Amount of the guarantee in  
words and figures), and we undertake to pay you, upon your first written demand declaring the  
Solution Provider to be in default under the contract and without cavil or argument, any sum or  
sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to  
show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Solution Provider before  
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to  
be performed there under or of any of the contract documents which may be made between you  
and the Solution Provider shall in any way release us from any liability under this guarantee and we  
hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 39(thirty nine) months from the date of Notification of Award i.e.  
up to ----- (indicate date)

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
.....  
Seal, name & address of the Bank and address of the Branch