



**Central Pollution Control Board**  
(Under Ministry of Environment, Forest & Climate Change)  
Govt. of India  
Parivesh Bhawan, East Arjun Nagar  
Delhi – 110 032

**Tender for**

**“Implementation of Laboratory Information Management System (LIMS)  
Software for CPCB Head Office & Regional Directorates”**

**Tender Notice No. : C-12015/05/2021/IT/LIMS-Tech/**

## **1. Important Information and Dates**

<b>S.No</b>	<b>Activity</b>	<b>Date &amp; Time</b>
1.	Date of uploading Tender on CPP Portal	27.08.2021 15.00 hrs
2.	Pre-bid meeting (VC meeting)	10.09.2021 11.00 hrs
3.	Bid Submission start date	13.09.2021 16.00 hrs
4.	Bid Submission end date	27.09.2021 16.00 hrs
5.	Opening of technical bids	30.09.2021 11.30 hrs

**Any firm interested in supply, configuration and implementation of LIMS can participate and submit its bids as detailed in the document. Meetings to be arranged through Video Conferencing within the permitted time lines. Change if any shall be intimated on CPP portal <https://eprocure.gov.in/eprocure/app> & CPCB website <http://cpcb.nic.in> .**

**Due to pandemic situation, requirement of Earnest Money Deposit is waived off. However, bidders have to submit ‘Bid Security Declaration Form’ as per Annexure VI**



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**August 2021**

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# Implementation of LIMS Software

## 1.0 Introduction

Central Pollution Control Board (CPCB) is mandated to promote cleanliness of streams and wells; prevention, control and abatement of air pollution under the provisions of various Acts, related Rules and Regulations viz. The Water (Prevention and Control of Pollution) Act, 1974; The Air (Prevention and Control of Pollution) Act, 1981; The Environment (Protection) Act, 1986 etc.

The mandated functions require CPCB to monitor quality of water, wastewater (industrial / municipal), air quality, stationary sources of emission, industrial solid waste, water treatment plants, sewage treatment plants and common environmental infrastructure facilities etc.

## 2.0 The Objective

The objective of this tender is to invite competent software companies to implement Laboratory Information Management System (LIMS) solution for CPCB Laboratories that ensures easier, efficient, transparent record, storage, transfer and retrieval of data; human resource, material and knowledge management; compliance to international standard of analytical laboratory operations; compliance to international standard of occupational health & safety; customer confidentiality; competence of key manpower; enhancing confidence and trust on analytical results of laboratories and minimization of time on complaints redressal. The solution should automate the workflow of these Laboratories, provide a central repository for Quality data, a unified view to the senior management, access to real-time Laboratory Information from process chain and auxiliary services and also have the capability to integrate with other process applications of CPCB. Standardization on LIMS solution and harmonization of processes is expected to bring in several key operational benefits.

The scope of implementation includes Requirements Study, Preparation and Submission of FDS (Functional Design Specification), Solution Installation, Configuration, Testing, Reconfiguration based on testing/feedback, Trainings, Rollout, Comprehensive Annual Maintenance contract etc.

The mode of delivery of services shall be on site covering the laboratories at CPCB, Head Office and its 9 regional directorates (expandable), integration of field monitoring data, registration of samples across CPCB within the location and from Outside.

### 3.0 CPCB Laboratories at Head Office and Regional Directorates

CPCB has its Head Office in Delhi and Regional Directorates (RDs) at cities Chandigarh, Lucknow, Bhopal, Vadodara, Pune, Bengaluru, Chennai, Kolkata and Shillong. CPCB Head Office has five laboratories covering analytical requirements for monitoring of air quality in Ambient and at Work Place (including Noise), emission, water quality, soil and solid waste which will be expanded in all RDs systematically. CPCB also has a project office at Agra, Uttar Pradesh under administrative supervision of RD, Lucknow which also has similar type of laboratories.

Five laboratories at CPCB, HO with aspects dealt by them are as below:

**Air Laboratory** : Air (Ambient, Work Place), Noise and Emission Parameters.

**Bio-Science Laboratory** : Microbiological parameters, toxicity assessment of waste water, bio-monitoring of water bodies.

**Instrumentation Laboratory** : Heavy metals & mercury, total inorganic & organic carbon, adsorbable organic halides, elemental analysis of solids and ambient particulate matter.

**Trace Organics Laboratory** : Pesticides, polycyclic aromatic hydrocarbons (PAHs), herbicides, carbamates, synthetic pyrethroids, phenol & phenolic compounds, pharmaceutical & personal care compounds, polychlorinated biphenyls (Aroclor mixtures, specific congeners, dioxin like & marker / indicator congeners).

**Water Laboratory** : Water (fresh & waste), soil & solid waste parameters.

**Regional Directorates' Laboratories** : Regional directorate offices at Lucknow, Vadodara, Bengaluru, Bhopal and Kolkata have well established laboratories for monitoring of air quality (including noise), emission, water quality, soil & solid waste. Regional Directorate offices at Bhopal and Shillong have basic laboratory facilities for sampling and analysis of air, emission, water and microbiology parameters. Three Regional Directorate offices (Chandigarh, Pune and Chennai) are yet to develop laboratory facilities as they were opened in 2019 and are still in the process of developing office infrastructure.

### 3.1 Existing Practice of Laboratory Information Management

Laboratories in their day to day activities, deal with enormous amount of information received, generated, stored and transferred in printed as well as soft versions. Laboratories deal with following:

## **1. Analytical Scope and Resources**

- a. Matrices, Parameters, Accreditation Scope, Non-accredited parameters
- b. Manpower
- c. Methods, Standard Operating Procedures (SOPs)
  - i. Test Methods,
  - ii. Standard Methods (Books),
  - iii. Standard Operating Procedures (SOPs),
  - iv. Work Instructions,
  - v. Operation Manuals,
  - vi. Trouble Shooting Manuals,
  - vii. Material Safety Data Sheets (MSDSs)
- d. Standard Materials, Reference Materials, Certified Reference Materials
- e. Glassware, Plasticware, Labware, Chemicals, Reagents, Solvents, Glass Apparatus,
- f. Laboratory equipments/instruments including environmental monitoring devices,
- g. Sampling Equipment / Instruments,
- h. Analytical Instruments; and
- i. Computers & peripherals, Air Conditioners, UPSs

## **2. Documents and Records**

- a. Manpower
  - i. Qualification;
  - ii. Training;
  - iii. Experience; and
  - iv. Competence.
- b. Work Allocation / Authorisation
  - i. Sampling;
  - ii. Field Parameters;
  - iii. Laboratory Tests / Sample Processing;
  - iv. Analysis (conventional / instrumental);
  - v. Calculations, Checking, Verification, Review and Report preparation; and
  - vi. Verification, authorisation and issuance of Reports.
- c. Procurements, Rate Contracts, Service Contracts
  - i. Technical Specifications, updates;
  - ii. Pre-Bid Queries resolution, changes / modifications;
  - iii. Technical Evaluations;
  - iv. Financial Evaluations verifications;
  - v. Approval of Competent Authority;
  - vi. Purchase / Work Orders reviews;
  - vii. Installation, Performance Reports
- d. Material Stock Register, Indent Forms, Issue Forms etc.
- e. Calibration Records

- i. Glassware, Thermo-hygrometers, Balances, Ovens,
  - ii. Sampling Equipment / Instruments (Temp., Flow Manometer, DGM, Pressure Gauge etc.),
  - iii. Analytical Instruments (e.g. GC Oven),
- f. Repairs / Services, CAMCs
- g. Test / Observation Records (Register and/or Soft Records)
- h. Analysis Records (Chromatograms / Spectra / Raw Data etc.)
- i. Calculations, Checks / Verifications, Results,
- j. Test / Analysis Reports
- k. Feedbacks, Complaints evaluations / redressal
- l. Accreditation as per ISO/IEC/IS 17025:2005/2017 –
  - i. Policy, System Manual, Procedures,
  - ii. Authorised Signatories,
  - iii. Formats, Records
  - iv. Measurement Uncertainty,
  - v. Inter-Laboratory Comparison (ILC) Participation, Performance Assessment,
  - vi. Proficiency Testing (PT) Participation, Root Cause Analysis,
  - vii. Internal Audits,
  - viii. Corrective Actions, Preventive Actions,
  - ix. Desktop Audits, Renewal Audits,
  - x. Non Conformities (NCs) / Observations, corrective actions,
  - xi. Management Review Meetings (MRM),
  - xii. MRM Follow up actions
- m. Occupational Health & Safety Management System (OH&SMS) as per ISO/IEC/ISO 45001:2018
  - i. Policy, System Manual, Procedures, Legal Documents,
  - ii. Work Instructions, PPEs, MSDSs, Formats, Records
  - iii. Hazard Identification & Risk Assessment (HIRA)
  - iv. Improvement Management Plans (IMPs)
  - v. Internal Audits
  - vi. Corrective Actions, Preventive Actions
  - vii. Surveillance Audits, Recertification Audits
  - viii. Non Conformities (NCs) / Observations, corrective actions
  - ix. Management Review Meetings (MRM)
  - x. MRM Follow up actions
- n. Study Projects
  - i. Literature & Search
  - ii. Plans, schedules, samplings
  - iii. Analysis
  - iv. Data compilation, Data Interpretation
  - v. Trend Analysis
  - vi. Findings, Recommendations
  - vii. Report preparations

- o. Students' Trainings
  - i. Plans, schedules, samplings
  - ii. Analysis
  - iii. Data compilation,
  - iv. Findings,
  - v. Report preparations
- p. Laboratory Strengthening
  - i. Present status
  - ii. Constraints and challenges
  - iii. Emerging and Future concerns
  - iv. Updating, upgradation, scale up of laboratory infrastructure

### **3. Pre-Analytical and Quality Control / Quality Assurance Activities**

- a. Reagent Preparations, Stock Solutions, Intermediate Dilutions, Working Dilutions, Calibration Levels Solutions
- b. Analytical Equipment / Instruments Calibration,
- c. Internal Analytical Quality Control Plan & Activities
  - i. Calibration Verification & Control Charts
  - ii. Linearity, Analytical Range, Precision, Accuracy, Repeatability
  - iii. Sample Process Recovery determination exercises
  - iv. Detection Limit, Quantification Limit
  - v. Measurement Uncertainty
  - vi. Re-testing
  - vii. Intermediate checks on measuring equipment;
  - viii. Replicate tests or calibrations using the same or different methods;
  - ix. Retesting or recalibration of retained items;
  - x. Use of alternative instrumentation that has been calibrated to provide traceable results;
  - xi. Functional check(s) of measuring and testing equipment;
  - xii. Use of check or working standards with control charts, where applicable;
- d. Inter-Laboratory Comparison (ILC) Participation, Performance Assessment
- e. Proficiency Testing (PT) Participation, Root Cause Analysis

### **4. Sampling, Sample Processing, Analysis & Results Reporting**

- a. Sampling Plan,
- b. Sampling Orders (issued internally or received from other Divisions),
- c. Sampling (Ambient / Workplace / Fugitive Air, Ambient Noise, Stationary Source, Water, Wastewater, Soil, Sediments, Solid / Liquid Waste and Used / Waste Oil etc.) and coding,
- d. Field Parameters' Observations / Tests,
- e. Sampling Data Sheets,
- f. Sample Receiving / Submission Forms,
- g. Lab coding of sample and sample / Test Allocation / Authorisation



- h. Sample Processing (Filtration, Digestion, Extraction, Volume Concentration and Cleanup etc.),
- i. Laboratory Tests (weighing / volume / direct reading instruments observations),
- j. Analysis (conventional gravimetric, titrimetric, spectrophotometric, AAS, ICP-AES/MS, XRF, Mercury Analyser, TOC Analyser, GC-ECD/FID, GC-MS, HPLC-UV/DAD, LC-MS-MS, IC, OC/EC etc.),
- k. Calculations, checking, verification, review and Report preparation
- l. Verification and authorisation of Reports and Issue
- m. Feedbacks & Complaints
- n. Complaints redressal

### **3.2 Laboratory Quality Management System (IS 17025:2017)**

Laboratories of CPCB at its Head Office in Delhi and Regional Directorates at Lucknow, Bhopal, Vadodara, Bengaluru and Kolkata have operationalized or in the process of implementing Laboratory Quality Management Systems, which are accredited and maintained as per IS 17025:2005 and are in process of transition to IS 17025:2017. Requirements of IS 17025:2017 and Laboratory Quality Management Systems (LQMS) are as below:

#### **3.2.1 General**

1. Safeguarding Impartiality, commitment, identifying risks to impartiality, elimination of identified risks
2. Confidentiality of customers' information, and customer to be notified if release of its information is required by law

#### **3.2.2 Structural**

1. Defining the organization and management structure of the laboratory, its place in parent organization, and the relationships between management, other activities and support services
2. Specifying the responsibility, authority and interrelationship of all personnel who manage, perform or verify work affecting the results of laboratory activities
3. Having personnel who, irrespective of other responsibilities, have the authority and resources needed to carry out their duties, including implementation, maintenance and improvement of the management system
4. Ensuring communication regarding the effectiveness of the management system and the importance of meeting customers' and other requirements

#### **3.2.3 Resource**

1. Availability of the personnel, facilities, equipment, systems and support services necessary to manage and perform its laboratory activities
2. Documenting the competence requirements for each function influencing the results of laboratory activities, including requirements for education, qualification, training, technical knowledge, skills and experience
3. Ensuring competence of the personnel to perform activities for which they are responsible

4. Communicating to personnel their duties, responsibilities and authorities
5. Having procedure(s) and retaining records for
  - a) determining the competence requirements;
  - b) selection of personnel;
  - c) training of personnel;
  - d) supervision of personnel;
  - e) authorization of personnel;
  - f) monitoring competence of personnel
6. The facilities and environmental conditions shall be suitable, documented, monitored, controlled and recorded
7. Having access to equipment (including, but not limited to, measuring instruments, software, measurement standards, reference materials, reference data, reagents, consumables or auxiliary apparatus) that is required for the correct performance of laboratory activities and that can influence the results
8. Establishing and maintaining metrological traceability of measurement results by means of a documented unbroken chain of calibrations, each contributing to the measurement uncertainty, linking them to an appropriate reference
9. Having a procedure and retaining records for:
  - a) defining, reviewing and approving the laboratory's requirements for externally provided products and services;
  - b) defining the criteria for evaluation, selection, monitoring of performance and re-evaluation of the external providers

#### **3.2.4 Methods**

1. Use of appropriate methods and procedures, kept up to date and made readily available

#### **3.2.5 Sampling**

1. Having a sampling plan and method when it carries out sampling for subsequent testing
2. Retain records of sampling data that forms part of the testing

#### **3.2.6 Sample Handling**

1. Having a procedure for the transportation, receipt, handling, protection, storage, retention, and disposal of test items
2. Having a system for the unambiguous identification of test or calibration items. The identification shall be retained while the item is under the responsibility of the laboratory. The system shall ensure that items will not be confused physically or when referred to in records or other documents. The system shall, if appropriate, accommodate a sub-division of an item or groups of items and the transfer of items

#### **3.2.7 Records**

1. Ensuring that technical records for each laboratory activity contain the results, report and sufficient information to facilitate, if possible, identification

of factors affecting the measurement result and enable the repetition of the laboratory activity under conditions as close as possible to the original

### **3.2.8 Validity of Results**

1. Having a procedure for monitoring the validity of results. The resulting data shall be recorded in such a way that trends are detectable and, where practicable, statistical techniques shall be applied to review the results. This monitoring shall be planned and reviewed and shall include, where appropriate, but not be limited to
  - a) use of reference materials or quality control materials
  - b) use of alternative instrumentation
  - c) use of check or working standards with control charts
  - d) intermediate checks on measuring equipment
  - e) replicate tests using the same or different methods
  - f) retesting or recalibration of retained items
  - g) intra-laboratory comparisons

### **3.2.9 Monitoring of performance by comparison**

1. Participation in Proficiency Testing
2. Participation in inter-laboratory comparisons

### **3.2.10 Reporting of Results**

1. The results shall be reviewed and authorized prior to release

### **3.2.11 Complaints**

1. The laboratory shall have a documented process to receive, evaluate and make decisions on complaints

### **3.2.12 Control of data and information management**

1. The Laboratory Information Management System(s) used for the collection, processing, recording, reporting, storage or retrieval of data, shall be validated for functionality, including the proper functioning of interfaces within the laboratory information management system(s) by the laboratory before introduction.
2. The laboratory information management system(s) shall:
  - a. be protected from unauthorized access;
  - b. be safeguarded against tampering and loss;
  - c. be operated in an environment that complies with provider or laboratory specifications or, in the case of non-computerized systems, provides conditions which safeguard the accuracy of manual recording and transcription;
  - d. be maintained in a manner that ensures the integrity of the data and information;
  - e. include recording system failures and the appropriate immediate and corrective actions

### **3.2.13 Management System**

1. Establish, document, implement and maintain a management system that is capable of supporting and demonstrating the consistent achievement of the

requirements of ISO/IEC/IS 17025:2017 and assuring the quality of the laboratory results.

2. As a minimum, the management system of the laboratory shall address the following
  - a. management system documentation
  - b. control of management system documents
  - c. control of records
  - d. actions to address risks and opportunities
  - e. improvement
  - f. internal audits
  - g. corrective actions
  - h. management reviews

#### **4.0 Laboratory Information Management System (LIMS)**

CPCB is looking for implementing LIMS, software-based solution with features that support a modern laboratory's operations. Key features should include workflow, data tracking support, flexible architecture, data management, data mining, data analysis and data exchange interfaces, which fully "support its use in regulated environments".

LIMSs should be dynamic as laboratory's requirements are rapidly evolving and different labs often have different needs. Software companies having its pre-existing LIMS, shall modify it to suit the requirements of CPCB including development of functional modules if already not part of pre-existing software.

#### **Features Required in Laboratory Information Management Systems (LIMSs)**

LIMS should cover the following :

##### **1. Feature requirements:**

- i. Compatibility with existing manual Laboratory Quality Management System (LQMS),
- ii. Compatibility with manual Occupational Health & Management System (OH&SMS)
- iii. Meeting all needs of future within project duration.
- iv. Compliant to ISO/IEC/IS : 17025 NABL requirements, including lab audits.
- v. Capable of communication through web portal/web site.
- vi. Independent and without any restrictions to the number of user at a given time.
  - a. project duration have to be added in stipulated time at the earliest but not later than 15 days in any case without additional cost.
- vii. **Security:** Architecture Design of the Provision for generation of customizable reports and communication through web site/email/mobile application.

- viii. Facility for addition of new activities as and when required (Modular design).
- ix. Facility to link online monitoring stations in future with manual and online data comparison.
- x. Audit trail feature in the software.
- xi. Reconfiguration, data back-up, data recovery and data restoration

## 2. Software modules required for:

- i. Sample registration and submission to the laboratory through System application.
- ii. Sample collection data verification and acknowledge of sample received at Laboratory.
- iii. CPCB laboratories modules for
  - a) Airlab (Ambient air; Source emission; Work-zone air quality; Particulate characterisation)
  - b) Bio-Science (toxicity, bio-monitoring, microbiology)
  - c) Instrumentation
  - d) Trace Organics
  - e) Water Lab (Waste Water, fresh water and soil & solid waste lab) and
  - f) Regional Directorate Laboratories (all types of samples)
  - g) Any other lab if starts functioning as per requirement
- iv. Test allocation to respective analyst as per test requirement and test methods prescribed.
- v. Entry of analysed data through manual entry and/or Instrument integration with trails.
- vi. Data Analysis & data validation, report generation and simultaneous dispatch of reports online to Officer concerned.
- vii. Facility to attach sampling and analytical SOPs.
- viii. Laboratory inventory management of instruments, equipment, chemicals, glassware's, other miscellaneous materials and library.
- ix. Training records of field and laboratory officials.
- x. Powerful search for sample and data retrieval capability
- xi. Parameter specific result calculation tools (electronic notebook)
- xii. Generation of alerts with respective timelines

## 3. Key components of LIMS

### Over-all software Module Description:

Sr. No.	Module name	Detailed scope of work
1	<b>Sample registration and allotment module</b>	The software shall support automation of testing process for Ambient Air, Emission Stack, Bio-Science, Instrumentation (organic & Metals), Trace Organics, Water & Waste Water and Soil, followed in respective analytical labs and RDs.

Sr. No.	Module name	Detailed scope of work
a.	Sample submission module	<p>LIMS shall support submission of sample by user (sample collector or indenter) in the system by including field data such as GPS coordinates, weather conditions, source, type of pollutant, sample matrices, time of collection, type of preservation, , field photograph of sample/sampling location, etc.</p> <p>This module will also support entry of field monitoring data such as sample temperature, DO, pH, conductivity, etc. through mobile app. Mobile apps on iOS and Android both platform needs to be developed.</p> <p>Sample can also be created on desktop after arrival at office.</p>
b.	Sample verification at laboratory	<p>In this module, field samples are verified prior to acceptance.</p> <p>It shall provide testing specifications and test plan for the sample.</p> <p>Sample rejection by the sample receiving Lab shall be communicated online to sample collection/indenting official/division.</p>
c.	Acknowledgement of sample receipt	<p>Online / offline acknowledgement receipt for each sample to be generated once accepted for testing. Acknowledgement receipt should dispatch electronically to respective sample indenting officer. It shall provide testing specifications and test plan for the sample.</p>
d.	Bar code generation and code no. label printing	<p>Bar codes and label shall be generated at the time of registration so as for pasting Labels on the samples. Bar code should be generated automatically at the time of sample registration.</p>
e.	Sample allotment	<p>Accepted samples will go for testing in respective Laboratory section. Lab analyst for specific parameter will be selected for the test based on the competence of the analyst. Alert message will be generated for the analyst for new job. Graphical representation of work assigned, work in hand, work completed and work pending is to be generated by the system while allocating the sample for testing.</p>
f.	Work sheet generation	<p>Laboratory worksheets has to be generated to facilitate electronic data entry for relevant parameters.</p>
g.	Data entry of the test carried out in lab	<p>It should provide necessary data entry formats for scope of testing performed at CPCB Labs with validations to the extent possible.</p> <p>Wherever instrument interface is available, the software of the instrument to be integrated with the LIMS software.</p> <p>Facility shall be available for QA/QC including replicate, retesting, and method validation/verification if necessary.</p>
h.	Data verification	<p>Test raw data collected will be verified by supervisor and approved for report generation. This system may verify reagents used, test method, calculations etc.</p> <p>In case required, provision for initiating retesting process of a sample shall be available.</p>
i.	Report approval	<p>Verified test data will go to reporting section. Generated reports will be reviewed by signing authority (Laboratory Head) and approved for dispatch. Approved Report shall be transmitted electronically with digital signature to the</p>

Sr. No.	Module name	Detailed scope of work
		concerned authorities.
j.	Report generation and dispatch	Facility shall be available for printing of reviewed reports.
k.	Sample disposal	Software shall recommend disposal of retained samples as per sample retention policy. System shall generate sample disposal alert at defined frequency to all concerned.
l.	Report related to Testing Process	Software shall enable laboratory to generate customizable reports against the parameters captured during the test process in various formats i.e., Excel, word, trend graphs and other basic statistical analysis. Reports will mainly be based on following scope: Customer/Sample specific reports Audit related reports Performance related reports Customized reports Calibration Reports
m.	Mobile App	Mobile application should be available for the software where limited features of LIMS will needs to be implemented. In this App, users can enter field sampling data, receive alerts on allocation of sample to analyst, generation of report, etc. should be implemented as part of LIMS software.
<b>2</b>	<b>Inventory / Asset Management Module</b>	Laboratory needs to maintain records related to inventory and assets of the laboratory. a. This module shall help labs to maintain the data related to the inventory items i.e., Chemicals, CRMs and glassware, assets (instruments and equipment, accessories/spares), issue and return process, procurement, stock update, maintenance, calibration, calibration certificates of equipment. b. The module shall also have provision for competency mapping of human resources which will include qualification, experience and training details of each resource persons. c. Training schedule, evaluation and feedback record.
a.	Master data	This module will be the master data configuration step for inventory module where labs can set-up the inventory and assets types/categories and subtypes/sub-categories, their units, suppliers, maintenance and calibration laboratory's information.
b.	Indent and Purchase	Software shall have provision for generating indent by the scientist and purchase order by the Stores Department as per the CAMC or tender procedure.
c.	Stock Entry	Approved indent will be procured and on receipt will be taken into stock through entry process where all specifications, needed for inventory tracking, of item will be recorded along with quantity.
d.	Issue / Return Consumption	All assets will be tracked against issue and return process. Asset usage for individual testing process can also be recorded. Similarly, stock of consumable items will be maintained from Stock Entry to issuance.
e.	Maintenance & Calibration	Assets will have maintenance and calibration schedules. Alerts for the same can be generated in the software for concerned department. On performance of maintenance or calibration procedures, all issues and actions will be recorded along with responsible individual details.

Sr. No.	Module name	Detailed scope of work
F	Disposal	Assets acquired by lab after completing their lifecycle, will be disposed or scrapped, records pertaining to this procedures shall be maintained.
g.	Reports	It shall provide multiple inventory reports, includes: Procurement & Stock Report, Consumption / usage statistics. Maintenance or calibration reports. Disposal reports.
h.	Complaints and Customer feedback	The software should have templates for complaints and customer feedback and their evaluation.
<b>3</b>	<b>Admin module for LIMS</b>	Admin module will enable the LIMS Admin to configure the tool for laboratory.
a.	Tool Customization	Tool customization shall enable tool Admin to add master lists for various modules in the tool, Manage Locations, Manage Sample Types and parameters, users, organization hierarchy, access rights, access control based on designation/authorization The software should be installed in the server provided by CPCB and it should be installed
<b>5</b>	<b>Proprietary rights of the software</b>	The software supplier has to hand over the source code to the CPCB IT Division after installation, performance evaluation and commissioning. IPR of the customized software shall remain with CPCB.
<b>6</b>	<b>Hardware</b>	Initially the Software has to be installed at Virtual Machines (VMs) to be provided by the bidder for one year and thereafter it has to be shifted in NIC or any other domain (like CPCB Data Center, or NDC Bhubaneswar etc.)
<b>7</b>	<b>MIS Modue</b>	MIS module for divisional and organization heads to monitor laboratory performance

#### 4. Scope of work

Scope of work includes customization, design and development of feature requirements and functional modules as mentioned in this section, including system requirements study, preparation and submission of FDS (Functional Design Specification), data Migration, development of software modules, solution Installation, configuration, testing, training, rollout, annual maintenance, etc.

**b. Functional & Systems Study:** Study existing manual laboratory management systems, procedures, Departmental functional requirements, business processes, and user requirements and finalize the baseline requirement resulting in SRS (System Requirement Specification) preparation.

**c. Design:** All Design Parameters will be discussed and finalized during the finalization of Functional Design Specification (FDS ) finalization. Other changes as per requirements during Security Architecture, preparation and implementation of a Security Administration Plan for the system. Security updates management is to be done by the firm in the entire project duration.



- d. Software development:** LIMS software should be a pre-existing software developed by vendor, that is modified to suit requirements of CPCB. New software modules can be developed as a functional module of mother software as per requirement of CPCB.
- e. Solution Installation :** Development and installation of the application software based on the system specifications frozen during Systems study. Reinstallation may also be required at any point of time in the project duration due to any reason, has to be the part of the project, to be done by the firm without any additional cost requirements. The complete system requiring any kind of software requirement for the operation of LIMS shall be met by the firm in the project duration without any additional cost requirements.
- f. Auto- Analytical Calculations:** Develop tools for analytical calculations within the LIMS for specific parameters apart from those performed by systems linked to chromatographs where calibration curves are used, for example. The chosen system must allow a user to save calibration curve data of particular reagents, implement parameter specific calculations as used in the Standard Operating Procedure (SOP) for the test already developed by CPCB under NABL scope.
- g. Configuration and Testing:** Prepare Test specifications, test data and test the application and document test results using automated Testing Tools. These tools have to be deployed and results to be checked in consultation with CPCB team.
- h. Study the compatibility of existing hardware.** In addition, any new hardware procured in the project duration by CPCB has to be integrated into the system within 30 days (maximum) without additional cost.

#### **5. Documents for Acceptance:**

1. SRS finalization and approval by CPCB.
2. Application Functional Design Specifications (FDS) shall be approved by CPCB.
3. Test plan finalization and approval by CPCB.
4. Information Security Document.
5. Requirement Traceability matrix(Audit).
6. Test Results acceptance.
7. User Acceptance of User Interface design of application.
8. End User Manuals.
9. Security audit of software by third party

**Note:** a. All the above documents shall be submitted as a set of 3 hard copies (1 Original and 2 Duplicates) along with 1 soft copy on CD/DVD media at CPCB Head office. Additional 11 number of "User Manuals" at each location of laboratory shall be submitted.

#### **6. Operation, CAMC and Warranty:**

Total contract period is of 08 (eight) years which includes three years warranty from the date of SIGNOFF and 05 (five) years Comprehensive AMC thereafter with onsite support for LIMS and other devices if any installed to facilitate LIMS.

CAMC charges shall be paid on prorata basis every six months after providing services. The Service provider shall be responsible for Operation and Maintenance of the entire system Application for a period of eight years from the date of Go-Live till the end of contractual period or upto extension periods as given by CPCB with mutual consent.

The service provider shall revise the manual provided, whenever changes are made in the software during the warranty in the form of addendum to Original Documents.

The quality of the software application being supplied by the bidder must adhere to the specifications mentioned and the bidder should submit a compliance statement declaring the commitment to meet the specifications.

**7. Onsite Support:**

- a. Firm has to depute two manpower in CPCB in the first year of support, and later by one resource; out of these two,
  - 1 one should be project Manager having minimum basic qualification B.Tech. with experience of handling similar project for atleast 02 years
  - 2 and other one should be the Project engineer having minimum basic qualification B.Tech. with experience of handling similar project for atleast 01 year.

Both officials shall be working in office hours in the CPCB. Project Manager shall be there only for one year and Project Engineer will be there for complete project duration of eight years.

**Note:** firm has to submit a copy of profile of four best staff/ resources along with offer, out of which two will be selected by CPCB to work on this project and will have to be deployed in CPCB. Any change, if required, during project duration from either side, the firm has to arrange for replacement of manpower with same or nearly same qualification and experience after mutual agreement.

- i. **Offsite Support:** firm shall provide offsite support for entire project duration. At the time of urgency, back end team shall support the operations in CPCB if required.

**j. Delivery:**

Successful Bidder shall deliver, install and operate the system/solution within 120 Days from the date of issue of the final work award letter as per CPCB structure and requirements. For any delays in delivery and installation beyond

delivery & installation period mentioned in the purchase order, the firm will be liable for penalties as mentioned in relevant clauses.

**k. Training to CPCB officials and other Stakeholders**

The successful bidder shall provide training at the time of trial installation and implementation of software to the Scientists of laboratories in Head office and RDs. The Vendor is required to train laboratory resources to manage self sustenance at CPCB.

To provide detailed training to two core team members of CPCB in programming of the basic technology used to upgrade the software/operate/modify/reinstall / to carry out any activity in the program for a period of atleast two week either at a reputed Institute or at CPCB through certified professionals or by the developers of this software only.

**l. Change Request:**

During the contract, time to time, changes in application, processes may be necessitated in application. In case of any change request, the selected bidder shall make changes. The change requests shall be considered through out the project duration (including CAMC or extension) without any additional payment.

**New feature Inclusion**

Since the laboratory functioning may be evolving there will be requirements all the time to upgrade/modify input and output in different formats, upgrade, modify software operational, upgrades of security, upgrades of basic platform on which the software is developed, upgrades on databases used etc. Developmnt of any new feature or any related requirement of LIMS is included within the scope of the project like preparation of display board for information display, API for data sharing, RSS feed, sliders etc.

**m. Data Centre**

The Selected bidder shall host the application at their cloud for first year. Later the application has to be shifted onto NIC cloud. Cloud at NIC shall be provided by CPCB. The bidder shall be responsible for first security audit through CERT-IN Empanelled vendor. Later-on audit shall be conducted by CPCB and the bidder shall be responsible for technical support to close Non-conformities of the audit without additional cost during project duration.

**n. Single Point of Contact**

The service provider shall appoint a single point of contact with whom CPCB will interact for any activity pertaining to the requirements of this Tender document.

**o. Locations**

Central Pollution Control Board is maintaining a well-equipped Central Laboratory (5 Labs) at HQ, Delhi and 10 (Ten) Regional Laboratories where LIMS to be implemented beside other centers coming up. Details are as below.

<b>Sr. No.</b>	<b>Location</b>
1.	HO, Delhi (5 labs)
2.	RD Vadodara
3.	RD Shillong
4.	RD Bangaluru
5.	RD Bhopal
6.	RD Chennai
7.	RD Pune
8.	RD Chandigarh
9.	RD Lucknow
10.	RD Kolkatta
11.	Project Office Agra

**p. Intermediate Software required for data transmission if any**

**The LIMS provider shall:**

1. Any intermediate software required for data transfer, to be provided by firm.
2. VM for a period of atleast one year, to operate the software, is to be provided by the firm.
3. Transfer of the software over VMs of NIC and configuring disaster management server at Datacenter of CPCB.
4. Provide a software with open platforms and open databases, so that there is no upgradation costs of databases and platforms in future. Tools acceptable to NIC domain should be used for software development. This is to be done as per NIC policy. If pre –existing software contains, tools which are not acceptabel to NIC, re-development of utility tool compatible to NIC system is the responsibility of the LIMS provider..
5. Responsible for upgradations without additional cost in the project duration.

**5.0 BID- QUALIFICATION CRITERIA**

**Details of the established bidder requirement**

1. Only the companies registered in India under Companies Act, 1956 or any subsequent amendement thereto, are eligible for bidding.
2. Crendetials of the parent company or any subsidiary will not be taken into account for evaluation of bids.

3. Software proposed for implementation shall be the licenced software of the bidder.  
In case the license of the software product lies with a foreign entity, the bidder shall be the Indian arm of the foreign entity. It is to be noted that any reseller is not allowed for bidding. Indian a subsidiary in which 51% or more share should be owned by owner of the LIMS product proposed.
4. In case, bidder is a subsidiary company, then credential of cubsidiary company shall only be considered to establish the Bid qualification criteria.
5. Group companies can either be Parent company OR Direct subsidiaries.
6. If the Parent Company directly holds 51% or more of the equity share capital in their subsidiary companies, then such subsidiary companies are called direct subsidiaries and shall be considered as part of group companies.
7. In case the bidder is an Indian arm (direct subsidiary & authorized agent with branch office in India) of a foreign bidder, then the foreign bidder shall have to fulfil each **eligibility criteria**. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure in implementation of LIMS in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by CPCB. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till the completion of the work etc.

#### **Technical Criteria for the Bid Qualification.**

- a) The LIMS solution offered shall be a **pre-existing proprietary software of the bidder which shall be fully customizable to the needs of CPCB.**

**Documents Required (1):** The bidder has to submit scanned copy of the declaration signed by authorized signatory of the bidder, mentioning the year of development of first version of the proprietary software, name of clients using the software (since last four years i.e. 2017 and 2021) and deployment date, and the declaration that ownership of the software belongs to them.

- c) The LIMS software should be compatible to complying with ISO 17025 based management system.
- d) The bidder shall not sub-contract any of the activities as provided in the 'scope of work' in this tender document.

**Documents Required (2):** Bidder declaration that there will be no subcontracting of any activity as provided in Scope of work.

e) Bidder declaration on the letter head stating that interface with analytical equipment has been developed in atleast one laboratory. Relevant documents of their proven track records and satisfactory performance by giving detailed reference (email address/contact details) of end users where LIMS was implemented.

f) **Document required (3):** Bidder declaration on the Letter Head stating that interface has been developed. Relevant documents of their proven track records and satisfactory performance by giving detailed reference (email address/contact details) of end user(s) where LIMS was implemented in the following format.

Customer Name	Year of Execution	Industry	Value of Purchase Order	No of Quality Laboratories connected	In use Currently Yes/No	Present Version	Customer Reference	Contact Details

g) In case of foreign LIMS solution provider, is an Indian arm (with branch office in India) of a foreign bidder, a certificate from the proprietor that the Bidder is the direct subsidiary & authorized agent of the foreign proprietary software.

**Document required (4):**

Certificate from the proprietor that the Bidder is the direct subsidiary & authorized agen of the Foreign proprietary software

**Supply Capacity**

a) Bidder, during past (Seven Years), to be counted prior to bid due date, should have successfully executed enterprise LIMS solutions using this proprietary software for atleast two customers in environemtnal parameters testing laboratory

b) The bidder should have executed and successfully completed enterprise LIMS Solutions during the past seven years continuation of the support to the customer as on date reckoned from the tender due date the following:

- At least one job of value not less than Rs.100 Lakhs OR
- At least two jobs of value not less than Rs.30 Lakhs each OR
- At least three jobs of value not less than Rs.15 Lakhs each

**Documents Required (5)**

A) Purchase orders copies OR Job Completion certificate for past sales service, client references to prove the Supply capacity Criteria specified above for Point under clause a & b.

- B) The Certificate (in English) from a practicing Chartered accountant (or) from CPCB approved TPIAs (LRIS/ SGS/ GLISPL/ IRS/ DNV/ EIL/ Tata Projects/ PDIL/UL/RITES Ltd/ ITSIPL/ MECON/ ICSPL/ ICS/ Bureau Veritas), listing the documents checked/verified for Established software Vendor, Proven Track Record.

### **Financial Capacity**

- a. **ANNUAL FINANCIAL TURNOVER: The Average Annual Financial Turnover of the Bidder for the last three Financial years up to 2019-20 shall not be less than Rs 200 Lakhs,** as per the Audited Financial Statements (including Balance sheet and Profit and Loss Account), prior to the due date of bid submission.

**AND**

- b. **The Bidders net worth in the last Financial year (2019-20) should be positive.**

The Net worth is defined as SHARE CAPITAL PLUS RESERVE & SURPLUS.

#### **Documents required (6):**

- a. Audited Profit & Loss Statement and Balance sheet for the immediately preceding three financial years. Further, for Bidders who have not finalized their Books of Accounts for the financial year 2019-20, evaluation of this criteria would be done for the last financial years for which Books of Accounts has been finalized.
- b. Certificate from CA that the Bidders net worth in the last Financial year ( 2019-20) was positive.

### **IT Requirements**

- a) LIMS system shall support VM ware/Virtual environment. There should be no CPU or core restrictions for hosting on VM Ware / Virtual environment.
- b) The LIMS system shall have a well-defined strategy for Archival / Retrieval of data.
- c) Knowledge transfer for both Application maintenance and Report development shall be ensured by the Vendor.
- d) System speed is prime requirement. Transaction response time shall be not more than 5 seconds to CPCB.
- e) Solution shall support at least 3 common browsers

- f) System should have facility to switch over from production to standby and DR or vice-versa with minimal downtime. Vendor shall indicate the methodology, efforts and time to switch over of primary to secondary site during emergency and vice versa.
- g) Automatic closure of session/log off, if the system is idle for more. The Auto-Scheduler shall not consume a separate license.
- h) In future, CPCB may require integrating the data in the LIMS System to other visualization / reporting systems. Bidder should not have any objection to this.
- i) To address the changes in requirements related to Reporting, Vendor should share the database structure of the LIMS solution with CPCB , so that CPCB can develop additional Custom reports or queries as per needs.
- j) Configurations and development of reports shall be carried out with active involvement of CPCB and vendor shall transfer the knowledge to CPCB.
- k) Vendor shall carry out Report development, Configuration and development of reports with active involvement of CPCB.
- l) As a part of execution the LIMS service providers / representatives deputed by the vendor at CPCB Lab Sites, will have to be given access to CPCB official information and information processing facilities. A confidentiality and non-disclosure agreement (NDA) has to be signed by the vendor to comply with CPCB Information Security Management Policy.
- m) Bidder shall have an established support center in India to carry out implementation and after sales support activities, for the offered LIMS System. CVs of local implementation and post sales support team members should be submitted along with technical offer to CPCB to evaluate their proficiency.
- n) LIMS system shall support VM ware/Virtual environment in NIC cloud.

#### IMPLEMENTATION SERVICES

- a) After the requirements study phase, Bidder to submit a detailed project plan, specifying the timelines, resource loading, roadmap and major milestones for the implementation.



The same will be reviewed and evaluated by CPCB and has to be approved by CPCB Core Team. The project plan will then be jointly approved by CPCB and Bidder. Bidder shall provide team structure from Bidder's side. CPCB will have an appropriate team in place for implementation.

## **INSTALLATION OF SOFTWARE**

- a) Bidder shall be responsible for complete installation of LIMS Software and all related components at VM cloud of NIC within 1 year after commencement.
- b) In case bidder feels that any hardware/software can be provided by bidder required in any stage of implementation at no extra cost and it will make the implementation of LIMS faster and feasible, CPCB can consider this option subject to approval from respective CPCB team. However complete access from CPCB with proper security built in shall be provided by the bidder.

## **Configuration / Customization as per FDS**

- i) Bidder shall carry out configuration / customization of LIMS Software and all related components at CPCB Labs as per FDS with 'Approval SIGNOFF'.
- ii) Bidder shall carry out configuration / customization of LIMS Software and all related components on development, Testing, Quality, Production and DR servers in CPCB Labs.
- iii) The Software should run effectively with 40 concurrent users at any point of time.

## **DEPLOYMENT OF SOLUTION AT CPCB**

- a. Bidder shall depute separate personnel, with sufficient experience of enterprise level implementation for CPCB Labs. The Person should not change till GO live.
- b. Bidder's LIMS service providers have to proactively assist in the implementation of each and every feature of Software by providing handholding support in user creation, role assignment, and workflow integration etc. as per FDS with 'Approval SIGNOFF' by CPCB, after requirements study. The LIMS service providers have to

guide the users for timely implementation and completion of scheduled activities.

- c. The LIMS service providers have to resolve the technical / operational issues as soon as possible to make the implementation process smooth.
- d. Bidder shall be responsible for the entire development life cycle which Interfaces, coding, Integration, Reports, Analytics, configuration, workflow etc.
- e. Bidder shall implement the LIMS solution as per FDS with 'Approval SIGNOFF' by CPCB after requirements study.

#### **USER ACCEPTANCE TESTING**

- a) Bidder shall define user acceptance testing scenarios and criteria, test specifications in a detailed test plan and get it signed off by CPCB team.
- b) Bidder shall test the application along with CPCB team as per test plan.
- c) Bidder shall capture and document test results and submit the same to CPCB .
- d) System should be migrated from Test Server to Production Server only after the User Acceptance testing is signed off by CPCB .

#### **TRAINING (USER, ADMINISTRATOR AND REPORT WRITING TRAINING)**

- a) Bidder will provide 3 types of training to CPCB – User, Administrator and Report Writing.
- b) Before carrying out Training, Vendor shall define and submit the list of topics and the areas which shall be covered during the training programs. This will cover User, Administrator as well as Report writing training programs.
- c) Complete hands-on training in Administration and System areas shall cover installation, designing, customization, configuration, development, deployment, implementation, backup, restore etc.

- d) Report writing training shall cover all aspects of Report writing tool, which has been used by the Bidder for generation of the 50 Reports defined in FDS.
- e) Bidder shall agree to provide user, administrator and report generation training at the CPCB Lab where LIMS Solution is being deployed. In this case, CPCB will provide the necessary infrastructure required for training. CPCB will also decide the no. of participants for the training.
- f) If specified by CPCB, Bidder shall agree to provide training in India,. Vendor shall make necessary classroom arrangements for the training programs at his site.
- g) Bidder shall provide the training material to the participants in softcopy and hardcopy, without any additional cost.
- h) Administration and end user training shall be completed before golive, for the participants identified by CPCB. Report writing training can be prior to golive or after golive and will include hands-on training on 2 reports agreed mutually by CPCB and Bidder.

#### **GOLIVE AND SIGNOFF**

- a) After LIMS “GoLive” at Labs, vendor shall assign personnel for Two months for handholding and resolving issues encountered, if any. The Personnel assigned for “handholding” training shall be fully conversant with software offered, and shall be available on every working day. If the system is down beyond working hours, then support must be provided during that period too. If LIMS system is down in any of the Labs, the personnel may have to travel to the CPCB Lab to resolve the issues.
- b) The project will be considered as completed and ‘GoLive SIGN OFF will take place after delivery of fully operational LIMS solution, UAT, user training, documentation and successful implementation of live system completed in all respect as per terms and condition of scope of work / FDS. There will be individual GoLive ‘SIGNOFFS’ on the FDS, Technical Design document and Data Migration Plan for each CPCB Lab.

#### **POST ROLLOUT SUPPORT: WARRANTY**

- a) Bidder shall warrant that the LIMS solution deployed at CPCB will fully satisfy the functional requirements as per FDS and shall have no defects arising from design or workmanship or any act or omission by them. Clauses of CAMC shall be applicable in Warranty period.
- b) Warranty period shall be for 1 year and shall start after the golive “SIGN OFF” of the respective Laboratory
- c) Vendor shall provide and apply the LIMS software patches, upgrades etc during the warranty period.
- d) Vendor shall revise the documents whenever changes are made in the software during the warranty in the form of addendum to original documents.
- e) Vendor shall also provide/apply the patches, upgrade etc for the 3rd Vendor components, tools, adaptors, connectors etc and certification wherever necessary, during the warranty period.
- f) Vendor shall support and troubleshoot issues without affecting the production system.
- g) Vendor shall provide support through on site visit, telephone, email, support web site, webex, voice mail etc, depending on the criticality of the issue.
- h) All issues raised shall be classified by CPCB into LOW, MEDIUM and CRITICAL and support and response shall be based on these factors. LOW – 10 days, Medium – 5 days and CRITICAL –1 day.
- i) Vendor shall provide LIMS software upgrade and assist in Hardware upgrade. In case needed, vendor shall make onsite visit to carryout the activity.
- j) Vendor should submit a quarterly report of maintenance carried out on the system during warranty period.
- k) Vendor should carry out workshops once in a year during Warranty period to showcase product roadmap and new features / capabilities.
- l) Vendor should make a site visit of CPCB labs every 3 months during Warranty period.
- m) Any change in the name of the company should be informed by the vendor to CPCB and steps should be initiated to ensure that the name change formalities as per legal requirements are met.

## **ANNUAL MAINTENANCE**

- a) CAMC shall be for 5 years which shall start immediately after the completion of 3 year of warranty period for LIMS at CPCB Labs.
- b) CAMC shall cover the service and support clauses covered in Warranty section above.
- c) During the CAMC tenure, Vendor shall agree to provide the patches, fixes, upgrades, new release etc without any additional cost.
- d) All error messages in the system shall be descriptive clearly indicating the nature of error and action expected from user.
- e) During CAMC period, Vendor should carry out Audit of the implemented solution once in a year, for gap identification and submit a report to that effect.
- f) Vendor should submit a quarterly report of maintenance carried out on the system during CAMC period.
- g) Vendor should carry out workshops once in a year during CAMC period to showcase product road-map and new features / capabilities.
- h) Vendor should make a site visit as and when required during CAMC period.
- i) Any change in the name of the company should be informed by the vendor to CPCB and steps should be initiated to ensure that the name change formalities as per legal requirements are met.

## **INSTRUMENTATION INTEGRATION SERVICES AT CPCB (HQ&RD LABS)**

- a) Bidder shall carry out Instrument integration for the instruments identified and finalized during the requirements study phase and mentioned in the FDS.
- b) LIMS System should have capability to allow sample test results to be passed from Instruments via a standard Interface.

## **MOBILE APPLICATION**

Mobile application should be available for the software where limited features of LIMS will needs to be implemented. IN this App, users can enter field sampling data, receive alerts on allocation of sample to analyst, generation of report, etc. should be implemented as part of LIMS software.

The mobile application should be on Android/IOS latest versions always. The mobile application should support always the latest version of Android/ IOS. Mobile application will be a part of LIMS solution and no additional license charges would not apply if it is used by CPCB.

SMS and Email features should be part of the LIMS for various communications.

## 6.0 Selection Criteria

The software consultants/firms selection criteria are as below:

### 6.1 Technical Evaluation Table

The firm has to qualify the eligibility criteria as given below;

S. No.	Criteria Parameters	Sub score	Score
1	Technical demonstration of the software before bid evaluation committee - <b>Max 25</b>	5 - 25	
2	LIMS implemented in testing environmental parameters- <b>Max 10</b>		
(a)	None	0	
(b)	Implemented in one laboratory	5	
(c)	Implemented in 2 - 5 labs	7	
(d)	More than 5 labs	10	
3	No of client installations (India) - <b>Max 10</b>		
(a)	Between 1 – 5	6	
(b)	Between 6 – 10	8	
(c)	More than 10	10	
4	Annual Turn-Over - <b>Max 10</b>		
(a)	Less than 2 crores	Reject	
(b)	2-10 crores	5	
(c)	More than 10 crores	10	
5	LIMS implemented in Globally - <b>Max 5</b>	0 or 5	
6	Certification - <b>Max 5</b>		
(a)	No certification	0	
(b)	Quality certification of LIMS	5	
7	CMM Level of Software Company - <b>Max 5</b>		
(a)	Level 5	5	
(b)	Level 3	1	
8	LIMS developed by an Indian software company - <b>Max 5</b>	0 or 5	
9	Qualification and experience of manpower proposed for CPCB - <b>Max 5</b>	1 - 5	

10	Awards / Recognition (National/International) - <b>Max 5</b>	1 - 5	
11	LIMS already implemented by integration with analytical instruments - <b>Max 5</b>		
(a)	Up to 3 different types of instruments used for environmental parameters with standard protocols	2	
(b)	More than 3 different types of instruments	5	
12	A brief write up on scope of implementation of LIMS in CPCB (based on understanding of the bidder) as per RFP - <b>Max 10</b>	1 - 10	

Marks shall be allotted for specific parameters and accordingly calculation will be made.

### 7.0 Checklist of Documents

Document No.	Name of document required	Essential or desirable	(√ or x)
1.	Parameters for eligibility criteria. Additionally submit document for each project mentioned above for any parameter in the calculation to be considered for quality assessment		
2.	Copy of Work award letters		
3.	Copy of Work Completion Letters		

### 8.0 CPCB Deliverables

- Access to IT Division and Labs during working hours.
- Procurement of NIC domain for hosting application
- Remote access of database/application.
- Hardware for installation as suggested by the vendor and connectivity
- VM at NIC / Data Centre

### 9.0 Penalties

#### 9.1 Timeline for Delivery and Penalty for Delay:

S. No.	Items/Activity	Penalty for Delay
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1.	Signing of agreement with the successful bidder	1. @ 1% on Project Value for delay by 1 week in supply & installation in each activity of solution and increase @ of 0.10% of Project Value for every additional week delay.  2. During the O&M phase, the deployed solution shall be running with 99.5% efficiency & uptime. Any deviation shall be liable for penalty of Rs. 1,000/- per day.
2.	Inception report to be submitted	
3.	SRS Development	
4.	Development of Basic Central software	
5.	Development of Mobile APPs (Two iOS + Android)	
6.	Establishment of Central Server including networking with VM other than NIC with DDS & Dashboards	
7.	Testing and Certification of software Solution	
8.	System Ready for launch	
9.	Training	

## 9.2 Breakdown of system

1. In case the system breaks down and software has stopped functioning (i.e. no output available on web site marked for the system) the same should be made functional within maximum 2 (two) hours of time (for which no separate communication will be made from CPCB side) else penalty of Rs. 500/- per hour (number of hours) will be levied on the firm and the Board shall have the right to deduct the same from the running bills of the firm.
2. In case the system throws error messages on website and data is not displayed or wrong data are displayed on web site marked for the system, the same should be corrected within two hours' time (02 hrs.) (for which separate communication shall be made by CPCB with error message's snapshots) else penalty of Rs. 500/- per hour (Five rupees only) per error message shall be imposed on per hour basis.

## 9.3 Maximum Penalty applicable:

The total penalties amount inclusive of all penalties shall not be more than 25% of the yearly contract value. If penalties amount happens to be more than 25% of yearly contract value, then CPCB shall have the right to terminate the contract and shall deduct the maximum of 25% amount of yearly contract value and release the balance payment to the firm. During CAMC period, the calculation will remain same.

## 10.0 Mode of Payments:

SI No	Milestone	% cost to be released
1.	Award of supply and installation order against BG	10
2.	Completion of installation and configuration at 5 laboratories	40



SI No	Milestone	% cost to be released
	in CPCB HO	
3.	Completion and testing of installations at 6 RDs and training	35
4.	Completion of one year warranty period	15
	Total	100

Any payment to be released under the project will be subject to following conditions:

- (i) Submission of final bill in triplicate,
- (ii) Submission of source code in soft copies
- (iii) Submission of two hard copies of software manual
- (iv) Functionalities of software operational such as installation of new server, installation of new agency, display at web page etc.
- (v) Certification from IT Division verifying that system is functional.
- (vi) Penalty if any shall be deducted from the payments without notice.

Cost of the project work should be clearly mentioned by the firm. The Cost should be excluding all taxes etc. However, taxes should be clearly mentioned in the financial proposal submitted by the firm to CPCB. Taxes would be payable as per Government of India rules applicable from time to time.

#### 11.0 Technical terms and conditions

1. First Prototype should be submitted as per schedule and thereafter final software should be submitted with three iterations.
2. The developed application software will be initially hosted on the firm's Cloud and thereafter on stabilization and audit, it has to be hosted on VM of NIC and firm shall be responsible to provide software support on remote.
3. Efforts have to be made by the firm to get the continuous data in the system.
4. In case of any bug / error in the existing functionalities the firm will provide resolution.
5. The support Team should define the time required to resolve the incident & communicate the same to the contact person of CPCB through email.
6. Once the incident is resolved an email statement for the same would be initiated by the firm & the incident be considered closed after acknowledged by CPCB.
7. In case of new functionality requirement, it should be communicated in writing through mail and the firm shall respond within two working days.
8. The contract may be terminated any time, if CPCB desires to do so without assigning any reason with 15 days' notice to the firm in writing.
9. The contract can be renewed only upon written request by the firm to continue the contract on mutually agreed terms and conditions in future.
10. The software license shall become the property of CPCB, which it may continue to use for un-restricted period with or without support.

11. It is expected that at least three members team will work on the project. The educational qualification and work experience of team members should essentially be:  
Team Member 1: M. Tech., CS/IT with at least two years of experience in the software development.  
Team Member 2: B. Tech/M.Sc. (IT), CS/IT with at least two years experience in software development. Team Member 3: B. Tech./M.Sc., CS/ IT with at least two years experience in networking/Video/GIS. The firm may propose bigger team with higher qualification mentioned above, as per their work requirement understanding till the project delivery. Once it starts rolling after Live! Only two engineers will be required for the routine works. If any more assistance is required, the firm will provide support from its office. If there is need felt to increase the team size, it may be done by CPCB for which quotes should be provided in the price bid.
12. First time auditing till LIVE! is the responsibility of the firm/bidder and thereafter if required auditing will be borne by CPCB and the responsibilities of closing NCs is of the firm.
13. The contract period will be for eight years (3 year warranty plus 5 year CAMC) starting from the date of GoLive.
14. The quoted rates should be applicable during project duration and quoted rates shall not change for the project duration.
15. CPCB shall award the complete work to the lowest quotee on total value basis.
16. The firm should quote in all works listed in the commercial document, otherwise bid will be disqualified / rejected.
17. There will be a team formed at CPCB to crosscheck the data availability, assessing the performance of the firm. This team will cross verify the data availability, new work assignment progress and any other related issue and shall communicate to the firm in writing. This team will also calculate the penalty as per mentioned clauses and recommend the amount of penalties considering all related issues of the software and other station related issues. The firm shall communicate with the team and should clarify each issue time to time.
18. If there is no running bill is pending the firm is liable to pay the penalty amount levied by CPCB on the firm as per penalty clauses of this document within 15 days time after the issue of the letter by CPCB to the firm, else the CPCB shall have the right to take legal action against the firm.
19. In order to meet the objective of the LIMS, there might be changes or upgradation in the data input/output and processing of the data. The same shall be considered as part of the project and no extra cost shall be payable to the awardee firm.

## **12.0 General Terms and Conditions**

To ensure that CPCB is provided with complete and accurate information in response to the attached document, it is requested that each software consultant responding to the document agrees to read the software specifications in detail, quote the time required, and adhere to the following terms and conditions.

1. Firm has to suggest:
  - a) RDBMS and licensing requirements (if any) on which the software is proposed to be developed, so that CPCB can make necessary arrangements for its procurement if required and the cost component will be considered additionally. However, open source based technology is preferred.
  - b) From time to time the up-gradation requirements of technology.
  - c) Hardware and software requirement for Video Streaming application
2. **Performance Security:**
  - Performance Security is to be provided by the successful bidder awarded the contract. Performance Security should be for an amount of 10% of total Project cost except taxes. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank. The Performance Security should remain valid for a period of Sixty two months from the date of letter of intent issued by the Board and should be submitted within 15 days of issue of letter of intent. If Performance security is not submitted within 15 days of issue of letter of intent, bid will be considered as non responsive and EMD shall be forfeited.
3. Bid security (EMD) will be refunded to the successful bidder on receipt of Performance Security while EMD of unsuccessful bidders will be returned without interest on the finalization of work award.
4. The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding document in every respect will be at the bidder's risk and may result in the rejection of it's bid.
5. This call of tenders does not bind the Central Board to place order. The Tenders submitted in response to this invitation can be rejected without assigning any reason.
6. The final authority for acceptance of a bid will rest with the Chairman, Central Pollution Control Board who does not bind himself to accept the lowest bid and is vested with the authority to reject any or all of the bids received without assigning any reason.
7. The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in that case such correction shall be initialed by the person or persons signing the bid.
8. Canvassing in any form will disqualify the Bid

9. **Adherence to timeline** – The bidder agrees to adhere to the timeline for the software development and delivery within stipulated time lines.
10. Subletting of the work is not allowed without prior written permission from CPCB
11. **Costs and Expenses** – Any costs (and expenses) incurred by the bidder in responding to the tender document, Pre Bid engaging in any other activity required in connection to this bid are to be solely borne by the bidder; these will not be reimbursed by CPCB.
12. **Right to modify the list of functionalities and scenarios** – The list of scenarios / functionalities / requirements detailed in SRS document is not exhaustive. CPCB, at its sole discretion, may modify or delete any of the existing scenarios, or provide additional scenarios. Any such modification / addition shall be duly communicated to the bidders.
13. **Right to interview** – As a part of the evaluation process, CPCB may interview the bidders who participated in the Bid. The interviews may be conducted over telephone, video conference, or face to face. CPCB reserves the right to reject any bidder.
14. **Right to Share Proposal with designated personnel** – The response to the tender submitted by the authorised representative of the bidder, along with all the supporting documents / materials shall become the property of CPCB and shall not be returned to the Bidder. CPCB does not undertake to hold the content of the responses to this tender document and any subsequent information or contractual documents related thereto (“Bidder Information”) in confidence. Further, CPCB reserves the right to disclose any and all Bidder Information on a need to know basis to its employees, agents and subcontractors.
15. **Right of Refusal** - The bidder understands and agrees that CPCB reserves in its absolute discretion the right to select or reject any bidder any time during or after the tender process or any subsequent evaluation or contractual process. The bidder further understands and agrees that any such selection or rejection may be based on the bidder’s responses to this Bid, on any subsequent information or contractual documents related thereto, or for any other reason whatsoever.
16. **Ownership of documents and copy rights** - Complete Software developed under this project, documentation and other work products will be fully owned by CPCB. CPCB will get unlimited rights to modify, enhance, install and otherwise use the software as it deems fit.
17. **Transfer of ownership** - The bidder shall grant the purchaser a perpetual license to use the software without any additional payment or obligations to enter into a contract for maintenance or support. There is no limit on the number of users for

Software and for the Central Server Software. Concurrent number of servers may be used if required. All study documents, data and specification prepared by the Bidder shall be the property of CPCB.

18. **Compatible with NIC and NICS** – Bidder should not be using any 3rd party tool which is not allowed by NIC or NICS while hosting in their domain. It's the responsibility of the Bidder to provide the software documentation and engage in the coordination activities for setting a part of the software or full at the NIC server.
19. In case of disintegration or dissolution of Bidder due to any reason what so ever it is, the individual members will be accountable for deliverable to CPCB. If Bidder' firm is purchased by another firm or agency, that new owner or agency shall be responsible for deliverables to CPCB in toto.
20. Bidder shall submit integrity pact as per the format of 'Integrity pact' given at Annexure VII along with technical proposal.

### **13.1 Method of Evaluation and Award of Contract**

1. Prior to evaluation of Proposals, CPCB will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
  - a) it is received in the specified format;
  - b) it is received by the due date including any declared extension thereof;
  - c) it contains all the information (complete in all respects) as requested in the RFP;
  - d) it does not contain any condition or qualification;
  - e) it is signed by authorized signatory at all the required places.

CPCB reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by CPCB in respect of such Proposals.

### **13.2 Evaluation of bids**

1. Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.
2. From the time the bids are opened to the time the contract is awarded, the Agency should not contact the CPCB on any matter related to its Technical and/ or Financial bid.
3. Any effort by the Agency to influence CPCB in verification, evaluation,

ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid.

For qualifying in the techno-commercial bid, CPCB should have received the EMD submitted by the bidder or proof of exemption there from

- a. The Offered software by the bidder should meet the criteria of CPCB
- b. Bidder should not have been debarred or holiday listed by any State / Central Government agency for a period that is not over as on the due date of this tender

Price bid of only those vendors would be opened who qualify Technical evaluation.

**Price bid shall be evaluated on the overall Highest Quality and Lowest Cost Basis.**

### **13.3 Criteria for Evaluation of Technical bid:**

Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility criteria mentioned in RFP. The eligible technical bids shall then be evaluated as per defined evaluation criteria **section no. 11.1** of the RFP.

Only Agency obtaining a total bid evaluation score of 70 (on a scale of maximum of 100) or more, would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks. Agencies scoring less than 70 in the evaluation criteria (section 11.1) will be disqualified and their financial bids will not be opened.

**Criteria for Evaluation of Financial bid:** The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

- The lowest evaluated Financial bid (**Fm**) will be given the maximum financial score of 100 points. The financial scores (**F**) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

$$F = 100 \times (Fm / Fb)$$

Where,

**Fb** = Evaluated amount of financial quote by the particular bidder. **Fm** = Lowest evaluated amount of financial quote by the bidder.

Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time, in the presence of representatives of bidders

who choose to attend. The name of the Agency, their technical score (if required), and their Financial bid shall be read aloud.

#### **13.4 Method of Selection:**

In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those Agencies which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, the CPCB will use the following formula:

Total points:  $(0.7 \times T(s)) + (0.3 \times 100 \times F_m/F_b)$

The bids will be ranked in terms of total points scored. The bid with the highest total points (H-1) will be considered for award of contract.

The Evaluation Committee will correct any computation errors, in case of discrepancy.

#### **13.5 Negotiations:**

Normally there will be no post tender opening negotiations and it would be only on exceptional circumstances, if considered necessary. This shall be held only with the Agency which is evaluated as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

#### **13.6 Competent Authority's Right to Vary to Vary Items/Activities at the time of award**

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder.

### **13.7 Labour Laws and Safety Measures**

Agency shall comply with all the provisions of labour law related legislation/acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.

Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act to the professionals employed by the Agency. CPCB shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.

Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during the period of contract period, it shall be sole responsibility of the agency and CPCB shall not be held responsible for the same.

### **13.8 Applicable Law and Jurisdiction**

his RFP, including all matters connected with this RFP, shall be governed by Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

### **13.9 Insurance and Medical**

It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. CPCB shall not be responsible for any such damages.

Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Agency.

### **13.10 INDEMNIFICATION**

1.0 Agency shall at times indemnify and keep CPCB indemnified against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.

2.0 Agency shall at all times indemnify and keep CPCB indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.

3.0 Agency shall at all times indemnify and keep CPCB indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.



4.0 All claims regarding indemnity shall survive the termination or expiry of the contract.

### **13.11 FORCE MAJEURE**

Firm shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Bidder to the owner by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of owner. In the event of such cancellation the bidder shall refund any amount advanced to the bidder by the Board and delivery back any material issued to him by the Board and release facilities, if any, provided by the Board.

#### **Taxes and Duties:**

The firm shall be entirely responsible for all taxes, duties, license fees, and other such levies.

#### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPCB portal as well as CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **Registration:**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **Searching For Tender Documents:**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **Preparations Of Bids:**

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **Submission of Bid:**

Bids shall be submitted online only at CPPP website:

<https://eprocure.gov.in/eprocure/app Bidder/Contractor> are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the “**Annexure-I**” for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

For any clarification regarding tender, contact to Sh. B. Vinod Babu, Head & AD, IT Division at 011-43102296 (email: [bvbabu.cpcb@nic.in](mailto:bvbabu.cpcb@nic.in)) or Sh. Aditya Sharma, Sc. ‘D’, IT Division, at 011-43102300 (email: [aditya.cpcb@nic.in](mailto:aditya.cpcb@nic.in)) Central Pollution Control Board, Delhi .

Bidder shall submit integrity pact as per the format of ‘Integrity pact’ given at **Annexure-VII** along with technical proposal.

Not more than one tender shall be submitted by one bidder or bidders.

Bidder who has downloaded the tender from the CPCB website <http://www.cpcb.nic.in/tender.php> (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded financial bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with CPCB.

Intending Bidder are **advised to visit again** CPCB website <http://www.cpcb.nic.in/tender.php> (for reference only) and **CPPP website** <https://eprocure.gov.in/eprocure/app> **regularly till end date of submission** of tender for any corrigendum / addendum/ amendment.

At any time, prior to the deadline for submission of Bids, CPCB may, for any reason deemed fit by it, modify the Bid documents by issuing suitable amendment(s) to it. The amendment will be uploaded on CPP & CPCB website only. In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their Bids as per the amendment, CPCB may, at its discretion extend the deadline for the submission of Bids and other allied time frames, which are linked with that deadline. Prospective bidders are advised to visit/see <https://eprocure.gov.in/eprocure/app> & <http://cpcb.nic.in> on regular basis for any change in NIT schedule, amendment/ corrigendum in Bid Document including technical requirement.

Bids will be opened as per date/time as mentioned in the Tender **Important Date Sheet**.

The Central Pollution Control Board reserves the right to cancel all the tenders without assigning any reasons at any time.

Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resort to be canvassing, will liable to be rejected.

All rates should be quoted in the prescribed 'Financial Bid' template (Annexure-II) in the tender. No documents may be enclosed with financial bid.

For a bidder, who has participated in the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender.

On acceptance of the tender, the name of the accredited representative (s) of the bidder who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.

The tender shall remain open for acceptance for a period of 180 days from the date of opening of tenders.

Merely submitting the tender with all the requirements does not bind the CPCB to accept the lowest tender and Competent Authority, CPCB reserves the right to reject any or all of the tenders received without assigning any reason. Tenders not fulfilling any of the prescribed conditions or incomplete in any respect are liable to be rejected.

Technical bid of only those contractors will be opened, who submit the earnest money in the prescribed manner.

Failure of the successful tenderer to comply with the above requirement i.e. deposition of performance security, shall constitute sufficient grounds for cancellation of the letter of award & forfeiture of the earnest money.

The tender shall be submitted online in two parts, viz., Technical Bid and Financial Bid.

**A. TECHNICAL BID:** The following documents are to be furnished by the bidder along with Technical Bid as per the tender document:

Scanned copy of all supported documents mentioned at “Eligibility Criteria”

List of Engineers employed in firm along with their CVs.

A scanned copy of Tender Acceptance Letter (Annexure-III) failing which bidder's bid may be rejected.

A scanned copy of Checklist Section properly filled and signed (as per Annexure-IV).

Scanned copy of Demand Draft / pay order (as applicable) towards EMD should be uploaded on the portal – **Not Applicable**.

**B. FINANCIAL BID –**

Schedule of Financial bid is provided in the form of BOQ in .xls format, along with this tender document at <https://eprocure.gov.in/eprocure/app> Bidders are advised to download this template as it is and quote their offer/rates in the permitted column and upload the same in the manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with CPCB.

The rates to be quoted in Financial Bid should be in Indian Rupees and without Taxes. The rate quoted shall be valid for 180 days from the date of opening of technical bid. The period can be extended with mutual agreement.

*Note: Financial bids of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose. Date and time of opening of price bids given is tentative. Change if any will be uploaded on portal. In exceptional situation, an authorized committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.*

**FORFEITURE OF EMD: - Not Applicable**

The EMD will be forfeited under the following conditions:

If the Bidder withdraws or amend, impairs or derogates from the tender in any respect within the 180 days period of validity of the tender.

If the bidder withdraws the bid before the expiry of the validity period of 180 days of the bid or within the time frame of extension given by CPCB in special case communicated before the expiry of the bid.

If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.

If the selected bidder fails to execute agreement in prescribed format and Furnish the bank guarantee within the prescribed time.

**RETURN OF EMD: Not applicable**

**Check list for the Bidder**

1. Bid on original format of the tender only
2. Submit all documents as prescribed in Eligibility & Selection Criteria from Documents 1 to 6 duly signed by the authorized representative.
3. Documentary evidence for exemption of EMD (Undertaking at Annexure VI).
4. A brief write up on scope of implementation of LIMS in CPCB (based on understanding of the bidder) as per RFP
5. Price bid must be in the format of .xls format as provided separate BOQ alongwith Bid document.
6. The Taxes, etc. must be quoted clearly separately in the price bid only.
7. Price bid form should not be with any condition.
8. CVs of team members likely to be deployed for the project should be attached with technical bid.
9. Annexure I, III & III-A signed, filled & submitted with technical bid.
10. Bidder shall submit integrity pact as per the format of 'Integrity pact' given at Annexure VII along with technical proposal.

**Assistance To Bidders:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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## ANNEXURES

*Annexure- I*

### BID FOR - Deployment of LIMS Software at CPCB Labs

#### APPLICATION FORM

(To be filled by the bidder)

1.	Name and full address of the Bidder including Telegraphic Address/Telex No. and Fax No.	:	
2.	Name and Designation of the Head of the Firm/Supplier and his Telephone No	:	
3.	i) In case the supplier is located out of Delhi; Name of the official responsible in Delhi, if any.  ii) Name, Designation, Address Telephone & Fax Numbers of the Authorized Person who may be contacted during the process of the software development concerned under this document  (Applicable for all the Bidders)	:	
4.	Whether Earnest Money Deposited  (Amount : <b>Rs. 4 lakhs</b> in favour of Central Pollution Control Board, payable at Delhi)	:	

5.	If Yes, Demand Draft No, Date and Name of issuing Bank.	:	
6.	Validity of Proposal	:	180 days
7.	Income Tax Clearance Certificate attached (Latest) (Yes or No) with PAN No.	:	

Place  
Signature with stamp



**Annexure-II**

**FINANCIAL BID FORM - LIMS**  
**File No: IT-18013/1/2021-IT-HO-CPCB-HO**

**BOQ with Price Schedule for Standardized Laboratory  
Information System ( LIMS) for CPCB Laboratories**

Sl. No.	Item description	Unit of Measurement (uom)	Qty	Unit rate in figures in Rupees	Amount (unit rate * Qty) in rupees	HSN/ SAC number	GST	Total cost with GST
<b>1.</b>	<b>Software Supply Installation</b>							
i)	Supply, configuration and installation LIMS Software at NIC Cloud / Data centre as per Scope in RFP for 1000 users with 30 concurrent users, 50 parameter specific calculator with all required modules as per RFP with three year warranty.	1	1					
ii)	LIMS requirement study - covering at HO and RD labs	lump sum	1					
<b>2</b>	<b>Integration software</b>							
i)	Development of integration software	nos	1					
ii)	supply of instrument integration	nos	40					
<b>3</b>	<b>Services</b>							
i)	Implementation / training to master trainers (atleast 3 trainings).	lump sum	1					
ii)	Data/report /master migration/instrument integration services to cpcb (as and when applicable)	lump sum per service	1					
<b>4</b>	<b>Add-on module Development Charges (Over a period of eight years as and when required)</b>							
i)	Development of parameter wise calculation tools	Per tool	50					
ii)	Development of add-on modules along with configurations.	per module	10					
<b>5</b>	<b>Supply of Hardware</b>							
i)	Barcode printers	Nos	12					
ii)	Barcode scanners	Nos	24					
iii)	Interface hardwares if any required for instrument integration	Nos	10					
<b>6</b>	<b>Comprehensive AMC and Manpower Deployment Charges</b>							
i)	CAMC at laboratories in CPCB HO	Nos of years	5					
ii)	CAMC at RD laboratories	Nos of years	5					
iii)	Deployment of onsite project manager	Nos of years	1					
iv)	Deployment of onsite project engineer	Nos of years	8					
	Net Cost							
	GST							
	Total Cost with taxes							

**TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)**

Date:

To,

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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization

shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**UNDERTAKING**

DATE \_\_\_\_\_

**Deployment of LIMS Software for CPCB,  
Tender Notice No. : C-12015/05/2018/IT/LIMS-Tech/**

**THE CHAIRMAN**

**Central Pollution Control Board**

**(Ministry Of Environment & Forests, Government Of India)**

**C.B.D. Cum Office Complex**

**East Arjun Nagar, Delhi - 110 032.**

Sir,

Having examined the conditions of Bid Document and requirement of the system, the receipt of which is hereby acknowledged. We, the undersigned, offer to develop, deliver and install the following:

1. Software for the project
2. Maintain the software for the project duration

The above software, installation shall be in conformity with the specifications and conditions of software development.

We undertake, if our bid is accepted to deliver the systems quoted by us, we shall deliver and install within the period indicated by CPCB in the tender document.

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

We are submitting a Demand Draft/Pay order no.....dated .....issued by ..... for Rs.....in favour of "Central Pollution Control Board", Delhi towards the Earnest Money Deposit.

This Bid, together with written acceptance (by the representative of the firm) thereof in notification of award shall constitute a bidding contract between us.

We understood that CPCB is not bound to accept the lowest or any bid may be received by CPCB.

Dated this.....day of.....2019

Signature of authorized Person, Name with Stamp & full Address.

**Annexure -IV**

**LOCATION OF DELIVERY AND INSTALLATION**

**Project: Deployment of LIMS Software for CPCB, Tender Notice No. : C-12015/05/2018/IT/LIMS-Tech/**

Location:

Central Pollution Control Board Head Office	Parivesh Bhawan, East Arjun Nagar, Shahadra, Delhi 110032
REGIONAL DIRECTORATE- BENGALURU	A-Block,NisargaBhavan, 1st and 2nd Floors, 7th D Cross, ThimmaiahRoad,Shivanagar, Bengaluru-560079,
REGIONAL DIRECTORATE- BHOPAL	Parivesh Bhawan, Paryavaran Parisar, E-5, Arera Colony, Bhopal-462016 STD Code: 0755
REGIONAL DIRECTORATE - KOLKATA	'South end Conclave' Block- 502, 5th &6th Floor, 1582, Razidanga, Main Road, Kolkata-700107 STD Code: 033
REGIONAL DIRECTORATE - LUCKNOW	PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow STD Code: 0522
REGIONAL DIRECTORATE - SHILLONG	"TUM-SIR". Lower Motinagar, Near Fire Brigade H.Q., Shillong-793014 STD Code: 0364
REGIONAL DIRECTORATE- VADODARA	Parivesh Bhawan, Opp. Ward No. 10 VMC Office Subhanpura, Vadodara – 390 023 STD code: 0265
REGIONAL DIRECTORATE- PUNE	
REGIONAL DIRECTORATE- CHANDIGARH	
REGIONAL DIRECTORATE- CHENNAI	Second Floor,77-A, South Avenue Road, Ambattur Industrial Estate, Chennai, Tamilnadu-600058
PROJECT OFFICE - AGRA	4-Dholpur House, M.G. Road, Agra-282001 STD Code: 0562

**Annexure- V**

**Agreement**

Agreement below is to be submitted by the Vendor after issue of letter of Intent by CPCB within 7(seven) day's time.

**AGREEMENT**

An agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between Central Pollution Control Board, 'Parivesh Bhawan', East Arjun Nagar, CBD-cum-Office Complex, Delhi-32 (herein referred to as the 'Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee) of the other part.

\_WHEREAS the party of the first part is a statutory body, created and established under an act of the parliament known as Water (Prevention & control of pollution) Act, 1974 and the rule framed thereunder. Member Secretary of the Board is authorized person to sign the agreement on behalf of the Board.

AND WHEREAS the main objective of the board is to control the pollution of water and air at the same time take such measures as may be necessary to prevent pollution of water and air. One of the functions of the Board is to Plan and execute a nation-wide program for the prevention, control or abatement of water and air pollution.

AND WHEREAS, the Central Government has notified the Hazardous and Other Wastes Management and Transboundary Movement) Rules, 2016 (herein referred to as HOWM Rules, 2016) in exercise of the powers conferred by sections 6, 8 and 25 of the Environment (Protection) Act, 1986 and in supersession of the Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008 (herein referred to as HWM Rules, 2008), for safe and environmentally sound management of hazardous and other wastes. In order to have effective implementation, Board has decided the **Project: Deployment of LIMS Software for CPCB, Tender Notice No. : C-12015/05/2018/IT/LIMS-Tech/**

to be carried out by the firm amounting to Rs. \_\_\_\_\_  
\_\_\_\_\_(.....Rupees only).

AND WHEREAS the party of the second part is a firm M/s \_\_\_\_\_

AND WHEREAS, the firm has approached the Board for the execution of the said work and have agreed to conduct and complete the work on the terms and conditions specified and agreed to between the parties hereto and as contained hereinafter.

AND NOW THEREFORE in consideration of the terms and mutual consent hereinafter mentioned, the parties hereby agree as follows:

## **1. DEFINITIONS**

Agreement means this agreement and all appendices, annexure attached, work order, and subsequent amendment, modifications and additions directed by the Board to be carried out, provided that such directions are given by the Board.

'Work' means the total work to be conducted and completed by the firm as specified in details in the scope of work.

The Board means the Central Pollution Control Board includes its Member Secretary and any other officials authorized to act and on behalf of the Board by the Member Secretary.

The firm means M/s \_\_\_\_\_  
\_\_\_\_\_.

## **2. OBLIGATIONS OF BOTH THE PARTIES**

The firm should carry out the work from the date of issue of the final work order and submit inception report within 15 days time after receipt of final work award letter, as detailed in scope of work and as entrusted to them under the instructions of the Board and the firm further undertakes to give full co-operation to the Board in this regard.

The Board shall have the right to depute its representative to work with the software developing firm and at all times such representative shall have access to the premises where and whenever the work is in progress. The software developing firm shall provide all facilities to the representative of the Board for inspection and/or assessment of work.

The software developing firm shall receive fees in the manner prescribed in the payment conditions. Fees for any additional work, not included in the scope of work at the time of issuing the work order and which shall have to be carried out by firm under this agreement being due to amendments, modifications or additions as per clause 1(i) of this agreement, will be decided amicably and will be paid.

This agreement comprises of detailed and definite enumeration of the rights and duties of the parties to the contract and covers all previous correspondence or negotiations etc., which may be contrary to this agreement in any way.

If one provision of this agreement should prove to be invalid or null, all remaining provisions shall remain effective without change. The contracting parties shall try to replace the invalid and null provisions by an admissible provision aiming of the same economic and legal rights.

Dimensions/standards and units wherever referred shall conform to the Indian Regulations wherever obligatory and in all other cases the same will be as per prevailing practice. If however, the Board specifies the dimensions and units of the work then same shall be final and the firm undertakes to adopt the same and to carry out the work in accordance with the instructions issued by the Board.

The software developing firm shall not engage or employ any sub-contractor for the execution of the work under this agreement without the prior consent in writing obtained from the Board. Any possible sub-contracts, which may be concluded by the software developing firm in consent with the Board, shall be so concluded on the sole and full responsibility of the software developing firm. The fact of sub-contracting shall not absolve the software developing firm from his/her obligations and responsibilities under this agreement.

Subject to the provisions of this agreement the software developing firm shall not transfer or assign this agreement without the Board's prior consent in writing. In any case transfer or assignment that may be affected by the software developing firm shall not modify his/her liabilities under this agreement. In the event of assignment for transfer the assignees or transferee shall be responsible for the fulfillment of the conditions of this agreement.

### **3.     **SECURITY AND COPYRIGHT****

The software developing firm hereby undertakes to treat all the data, information, drawings and details etc., received by the consultants during the execution of the work, directly or indirectly, as exclusive property of the Board.

No publication shall be effected or caused to be effected by the software developing firm without the consent of the Board in writing. All the information and data received or collected by the software developing firm during the execution of the work or at any other time in pursuance of this agreement shall be strictly treated as confidential and shall not be divulged to no other party, person or organization at any point of time.

### **4.     **EXTENSION AND TERMINATION****

It is agreed between the parties that the Board may grant extension of time to the software developing firm for the completion of the work under this contract provided the Board is satisfied with the reasons for the extension stated by the consultant in his application in writing made to the Board, such extension stated would not entitle the consultant for any additional payment whatever under clause 2 of this agreement.

It is agreed by and between the parties that the Board shall have the right to terminate this agreement without assigning any reason thereof subject, however to the condition that it shall give one month's notice of termination in writing to the software developing firm.



In the event of termination of the agreement as provided herein, the software developing firm shall cease all further work and shall deliver to the Board all data, details, plans, specifications and other documents prepared or information collected upto the date of notice of termination received thereof.

In the event of termination of the agreement as provided herein, the Board shall reimburse to the software developing firm a part of fees proportionate to the work carried out pursuant to this agreement upto the date of notice of termination.

The software developing firm hereby undertakes and agrees to handover all the drawings, specifications, plans, sketches and other data and such other documents, alongwith complete information and report to the Board within 15 days of the completion of the work or the notice of termination of the contract as the case may be.

The Board has the right to terminate the contract with or without assigning any reason at any stage besides reserve its right for the damage or any claim that the Board may have against the software developing firm.

In case of such termination by the Board, if any payment in excess has been paid to the software developing firm, the software developing firm hereby undertakes and agrees to repay the excess payment within 15 days of the termination of the contract.

## **5. INDEMNITY**

a. The software developing firm hereby undertakes to indemnify the Board against any claim made by any person/persons or by a third party for any reason whatsoever such a claim or damage may arise because of a mistake, negligence and/or any other reason or an act of the consultant during the course of the work being carried out or after the work the work carried out by the consultant under this contract.

b. The parties to this agreement specifically agree that the Board shall have the right to withhold the payment of fees that may be due and payable to the software developing firm in the event of any breach committed by the software developing firm under this agreement and the payment withheld be paid whenever such breach is rectified.

## **6. ARBITRATION CLAUSE**

The parties to the agreement hereby agree and consent that all disputes, claims etc., arising out of and touching upon clause of the agreement and their interpretation shall be submitted to the sole arbitrator to be appointed in the following manner:

“ The Chairman, Central Board shall appoint Director (CP Division), Ministry of Environment & Forests, Government of India, New Delhi, or any other suitable person in the field of Computer Engineering as the sole arbitrator to adjudicate and decide upon the dispute referred to him ”. The arbitrator shall state this decision in writing and if

amount of claim in dispute is 50,000/- (fifty thousand rupees) and above, the arbitrator shall give reasons for award.

Subject as aforesaid, the provision of the arbitration & conciliation Act, 1996 or any other statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceedings under the clause.

It is a term of contract that party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each dispute.

It is also a term of contract that if any of the party do not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the information from the Board that final bill is ready for the payment, the claim of the contracting party(s) will be deemed to have been waived and absolutely barred and the Central Pollution Control Board will be discharged of all liabilities under the contract in respect of these claims.

The decision of the arbitrator shall be final and binding upon the parties.

IN WITNESS WHEREOF THE parties of the first and second part of this agreement have subscribed their signatures on this agreement on the day and year herein above mentioned.

For M/s .\_\_\_\_\_ ( )

**Member Secretary**

For : Central Pollution Control Board

“Parivesh Bhawan”, East Arjun Nagar, Delhi-110 032

SIGNED IN THE PRESENCE OF

1.Witness:

2. Witness

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMO**

(On Bidders Letter head) I / We, the authorized signatory of M/s  
..... , participating in the subject tender  
No . ..... for the item / job of  
..... , do hereby declare :

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Central Pollution Control Board for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory .....

Company Name .....

## **INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month of .....2021, between, CPCB, An autonomous body acting through the Member Secretary, CPCB, hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER CPCB work under the ageis of Environment & Forests, performing its functions as per the provisions of The Water (Prevention & Control of Pollution) Act 1974, The Air (Prevention & Control of Pollution) Act ,1981 and the Environment (Protection) Act,1986.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :- Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Sanctions for Violations**

4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (Not Applicable in view of COVID19)

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest

thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

## **5. Fall Clause**

5.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a



lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **6. Independent Monitors**

6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Sh Jagdish Rai Garg, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Mobile No. 8008516763, email : jr.garg@yahoo.com ).

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**8. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat/place of the BUYER.

**9. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10. Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign the Integrity Pact at .....on.....

BUYER

BIDDER

Name of the Officer.  
Designation  
Deptt./MINISTRY/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1.....

1.....

2.....

2.....