TENDER

Tender No:  /2021 –Development of Real time web-based software for Homoeopathic Pathogenetic Trial (Drug Proving) at Central Council for Research in Homoeopathy

Online Open Tender enquiry for Identification of Service Provider for Design, Development, Maintenance and support of Real time web-based software for Homoeopathic Pathogenetic Trial (Drug Proving) at Central Council for Research in Homoeopathy

MARCH 2021
SECTION I

Request for Proposal (RFP)

1. Office of the Central Council for Research in Homoeopathy (CCRH) seeks proposals from agencies to participate in online tender for selection of Service Provider for “Design, Development, Maintenance and support of Real time web-based software for Homoeopathic Pathogenetic Trial (Drug Proving) at Central Council for Research in Homoeopathy. The complete scope of the project is detailed below in Section II & III of the document.

2. A firm will be selected under Combined Quality cum Cost Based System (CQCBS) Method and procedures described in this RFP.

3. The tender document may be downloaded from Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app. The tender document will also be available in http://www.ccrhindia.nic.in for information.

4. Bids shall be submitted online only at CPP portal: https://eprocure.gov.in/eprocure/app. Manual bids will not be accepted.

5. Bidders are advised to visit the CPP portal regularly to keep themselves updated, as any addendum/corrigendum in the tender will be intimated through the above portal and website only.

6. The Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner.

7. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

8. Tenderers are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer at https://eprocure.gov.in/eprocure/app’.

9. The following table provides a quick overview of the key activities and important dates about this RFP.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RFP Reference</td>
<td>Tender No: 71/2021</td>
</tr>
<tr>
<td>2</td>
<td>RFP issuing Authority</td>
<td>Development and Maintenance of Real time web-based software for Homoeopathic Pathogenetic Trial (Drug Proving)</td>
</tr>
<tr>
<td>3</td>
<td>Name of the Project</td>
<td>Central Council for Research in Homoeopathy, New Delhi</td>
</tr>
<tr>
<td>4</td>
<td>Cost of Tender Document</td>
<td>Nil</td>
</tr>
<tr>
<td>5</td>
<td>Earnest Money Deposit</td>
<td>Rs. 50,000/- (Rupees Fifty thousand only)</td>
</tr>
<tr>
<td>6</td>
<td>Date of issue of RFP</td>
<td>15.03.2021 5.00 PM</td>
</tr>
<tr>
<td>7</td>
<td>Bid Document download date</td>
<td>15.03.2021 5.00 PM</td>
</tr>
<tr>
<td>8</td>
<td>Date and time of Pre-bid meeting</td>
<td>19.03.2021 3.00 PM</td>
</tr>
<tr>
<td>9</td>
<td>Start date of submission</td>
<td>23.03.2021 3.00 PM</td>
</tr>
<tr>
<td>10</td>
<td>End date and time for submission of proposals</td>
<td>05.04.2021 5.00 PM</td>
</tr>
<tr>
<td>11</td>
<td>Date of opening of Pre-qualification and Technical Bid</td>
<td>06.04.2021 5.00 PM</td>
</tr>
<tr>
<td>No.</td>
<td>Details</td>
<td>Information</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Opening of Financial Bids</td>
<td>Will be communicated later at Council’s website</td>
</tr>
</tbody>
</table>
| 13  | Address of communication/Submission of Proposals | Director General  
Central Council for Research in Homoeopathy  
61-65 Institutional Area, Opp. D  
Block Janakpuri, New Delhi-110058 |
| 14  | E-mail Id                                    | Omverma63@ccrhindia.nic.in                                                  |
| 15  | Contact Person                               | Dr. O.P. Verma  
Central Council for Research in Homoeopathy  
61-65 Institutional Area, Opp. D  
Block Janakpuri, New Delhi-110058 |

Note: In case of any clarification the interested company may write an email to the contact person mentioned above.

(Hari Om Kaushik)  
Assistant Director (Admn)  
CCRH, New Delhi
SECTION - II

INSTRUCTIONS TO BIDDERS

1. Bidder Related Conditions

a) The bidder should confirm acceptance of full responsibility of executing the *Scope of Work* of this RFP. This confirmation should be submitted as part of the Technical Bid. The bidder shall also be the sole point of contact for all purposes of the Contract.

b) The bidder shall be responsible for the execution of the scope of work.

c) The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

d) The bidder should not have been black-listed by any Central / State / Union Territory Government, autonomous bodies working there under or Public Sector Undertakings. If at any stage of the bidding process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Central Council for Research in Homoeopathy, the Council shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder.

2. Bid Rejection Criteria

Even though the Bidders may meet the above qualifying criteria, they may be disqualified if they have:

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, financial failures etc.

c. Any change made in the structure or formation of the Bidder after submission of the bid which will have material effect of altering the documents submitted.

d. Not submitted all requisite supporting documents.

3. Dispute Resolution

a. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempt shall continue for not less than thirty (30) days, gives thirty (30) days’ notice to refer the dispute to arbitration to the other Party in writing.
b. In case of such failure as is referred to above, the dispute shall be referred to an authority chosen by the two parties by mutual agreement for the purpose of the above clause who shall act as the sole Arbitrator for settlement of such dispute.


d. The Arbitration proceedings shall be held in Delhi, India.

e. The substantive laws of India shall govern the Arbitration proceeding.

f. The proceedings of Arbitration shall be in English language.

4. Bidder Evaluation Criteria

4.1 Pre-Qualification Criteria

a. The interested Bidders should meet the below pre-qualification criterion:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Pre-Qualification Criteria</th>
<th>Supporting Documents to be submitted</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| 1     | Legal Entity:              | (i) Copy of Certificate of Incorporation / Registration Certificate  
|       | a) The company should be registered in India  
|       | b) Bidder must be registered with the GST authorities  
|       | c) Should have a PAN card | (ii) Copy of GST Registration Certificate.  
|       |                       | (iii) Copy of PAN card | Under Atmanirbhar Bharat: For Start-ups: Indian entity registered with any of the Indian authorities like Registrar of Companies, DIPPT, Udyam registration etc. |
| 2     | Manpower Deployment: The Bidder should dedicate a team of 5-6 IT Professionals/software engineers. The term ‘IT professional’ means a person with a graduate degree or a higher qualification in Electronics/Computer/IT from a recognized university has been employed by the company. | Bidder should submit self-attested certificates of qualifications of the nominated team members counter signed by the authorized signatory. | Under Atmanirbhar Bharat: Applicable for Start-ups also. |
| 3     | Bidders should have minimum Rs. 50 Lakhs Turnover from Software/Website/Portal development in each of last three financial years i.e. 2019-20, 2018-19, 2017-18 (Turnover from supply of Manpower Services, Hardware/IT infrastructure and their associated maintenance services shall not be considered). | Turnover Certificate from CA | Under Atmanirbhar Bharat: Applicable for Start-ups also with relaxation in turnover of minimum 10 Lakhs per annum. |
| 4     | Bidders should have experience | Bidder should submit the | Under Atmanirbhar Bharat: |
experience of successful Completion of Design, Development & Maintenance of Web Based Software for any Govt. Dept. (Govt. of India)/State / PSUs/ Universities/ Autonomous Organizations/ Multi-national Companies. The work order value should be 5 Lakhs and above. Bidders with minimum three completed projects within last 5 years are eligible for prequalification. (Excluding any Hardware, manpower and project maintenance Costs.) following:

a) Bidder should submit the PO / Work orders.

b) UAT of the work performed.

c) Work completion certificates project-wise duly signed by the authorized signatory from the Client end.

5. Payment Terms will be as under:

a. There is no advance payment option as per Government rules. Payment maximum upto 80% shall be made only after the Project Delivery. After Post Implementation one year warranty support (Year 1) rest of the 20% payment shall be made.

b. Payment for the CAMC period (Year 2 & 3) shall be made quarterly in proportion to the quoted rate for the same.

6. Preparation of Bids

a. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English only.
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English only.

**b. Bid Currency**

Prices shall be quoted in Indian Rupees only.

c. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid.

d. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.

**7. Clarification of Bidding Documents**

If any clarification is required, the same should be obtained before submission of the bids.

All enquiries / clarifications from the bidders, related to this RFP must be directed in writing exclusively to the contact person notified by in section I above. The only mode of delivering written questions to the aforementioned contact person would be through email.

Tendering Authority will endeavor to provide a full, complete, accurate, and timely response to all questions. However, Tendering Authority makes no representation or warranty as to the completeness or accuracy of any response, nor does the tendering authority undertake to answer all the queries that have been posed by the Bidders. No request for clarification from any Bidder shall be entertained after deadline for submission of bids.

**8. Amendment of Bidding Documents**

a. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document.

b. All amendments as corrigendum will be hosted in the CPP portal as well as the Council’s website and shall be binding on all the Bidders.

c. In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

**9. Proposal Format and Submission of Bid Procedure**

The Bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates.

The proposal should be prepared in the following three parts containing the documents mentioned in the table below:
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Reference Form (refer Section V)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Envelope – A EMD &amp; Bidder details</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Demand Draft for Earnest Money Deposit (EMD)</td>
<td>Proof of payment of EMD For exemption of EMD - exemption certificate(s)</td>
</tr>
<tr>
<td>2.</td>
<td>Bid Proposal sheet</td>
<td>Form 1</td>
</tr>
<tr>
<td>3.</td>
<td>Bidder’s Authorization Certificate</td>
<td>Form 2</td>
</tr>
<tr>
<td>4.</td>
<td>Work Experience Certificate</td>
<td>Form 3</td>
</tr>
<tr>
<td>5.</td>
<td>Self-Declaration certificate as required</td>
<td>Form 4</td>
</tr>
<tr>
<td>6.</td>
<td>Certificate of Conformity as required</td>
<td>Form 5</td>
</tr>
<tr>
<td>7.</td>
<td>Bidder’s financial details</td>
<td>Form 6</td>
</tr>
<tr>
<td>8.</td>
<td>Declaration</td>
<td>Annexure-IV</td>
</tr>
<tr>
<td>9.</td>
<td>Proof of Legal entity</td>
<td>PDF documents of: ▪ Certificate of incorporation/registration certificate of the company ▪ GST registration ▪ PAN card</td>
</tr>
<tr>
<td>10.</td>
<td>Manpower Deployment: The Bidder should dedicately nominate a team of 5-6 IT Professionals/ software engineers.</td>
<td>Bidder should submit self-attested certificates of qualifications of the nominated team members counter signed by the authorized signatory.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Envelope - B Technical Proposal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Proposal in the required structure</td>
<td>Form 7</td>
</tr>
<tr>
<td>2.</td>
<td>Resumes and qualification certificate of key professional staff</td>
<td>Form 8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Envelope - C Financial Proposal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>S. No.</td>
<td>Item</td>
<td>Reference Form (refer Section V)</td>
</tr>
<tr>
<td>1.</td>
<td>Summary of Costs</td>
<td>Form 9A, 9B</td>
</tr>
</tbody>
</table>
1. Bid Proposal Sheet

Bid Proposal sheet (Proforma in Form-1, Section V) duly filled in and signed and complete in all respects. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. An Authorization certificate to this effect shall be submitted along with the bid. (Please refer Form-2, Section V for the format).

2. Bid Prices

The Proforma of the bid price form is in Form-9A, 9B, Section V. If required, the tendering authority may at a later stage (i.e. after the finalization of contract or at the time of agreement) ask for a component wise breakup of the price.

3. Earnest Money Deposit

a. The Bidders are required to deposit Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Drafts/Banker’s Cheques from any of the Scheduled Commercial Banks in the prescribed format in favor of Director General, Central Council for Research in Homoeopathy, New Delhi.

b. The original documents of EMD, in an envelope, should be posted/couriered to Director General, Central Council for Research in Homoeopathy, 61-65 Institutional Area, D-Block, Janakpuri, New Delhi before the bid submission deadline given in Section I.

c. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof (valid exemption certificate) issued by the respective authority.

d. Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
   • In the case of those Bidders who are not awarded the order, the Earnest Money Deposit (EMD) will be refunded without any interest.
   • EMD of successful Bidders will be returned after they sign letter of acceptance of the work order with CCRH and submit a Security Deposit in the form of a Bank Guarantee (BG).

e. EMD shall be in Indian Rupees only.

f. The EMD shall be forfeited:
   • If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
   • In case of a successful Bidder, if the Bidder fails to sign the contract; or fails to furnish the performance security.

g. Performance Security Deposit: Successful bidder shall within one month from the date of conveying acceptance of the tender in his favor in writing, have to deposit sum equal to 3% of the total estimated cost as security for the fulfillment of the contract in the form of a Bank Guarantee (in the prescribed format in Annexure VIII) drawn in favor of the Director General, Central Council for Research in Homoeopathy. The Performance Security Deposit shall have to be valid
up to a period of 60 days beyond the liability period and any extension on time thereof. The Performance Guarantee from the bidder obtained by the Council after award of work shall also be in favor of Director General, Central Council for Research in Homoeopathy. The Performance Security shall be released on submission of fresh security of 3% of the amount of the AMC for the extended period of two years (year 2 & 3) beyond the first year.

4. Period of Validity of Bids

- Bids shall be valid for 180 days after the date of bid opening. A bid valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, CCRH may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

5. Deadline for Submission of Bids

a) Bids must be received by the Tendering Authority not later than the time and date specified in the Invitation for bids (Please refer section I). The tendering authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the tendering authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

6. Withdrawal of Bids:

- The Bidder may withdraw its bid after the submission, provided that written notice of withdrawal is received by the CCRH prior to the deadline prescribed for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder’s forfeiture of EMD.

7. Bid Opening and Evaluation of Bids

Proposals will be reviewed by a Committee of Officers (the “Committee”) appointed by the Tendering Authority. Evaluation of the bids will be done in three stages and at the end of every stage shortlisted bidders will be informed of the result. Evaluations will be based on the proposals, and any additional information requested by CCRH. The following is the procedure for evaluation.

1. Evaluation of pre-qualification bids

a. The documentation furnished by the Bidder will be examined prima facie to see if the technical skill base and financial capacity and other Bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified above in this section of RFP.

b. The evaluation committee may ask Bidder(s) for additional information, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.

c. Any proposal not complying with the requirements of the pre-qualification criteria will
not be processed further.

d. To verify the submission of EMD as per the tender.

\textbf{ii(a). Evaluation of Technical bids}

The technical proposals of only those Bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. The evaluation of the Technical bids is carried out in the following manner:

a. The Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP.

b. The committee may invite each Bidder to make a presentation to the tendering authority at a date, time and location determined by the Tendering Authority. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the committee and the key points in their proposals.

c. The committee reviewing the proposals may undertake oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to state its proposal more clearly.

d. Depending on the evaluation methodology mentioned in points a, b and c, each Technical Bid will be assigned a technical score out of a maximum of 150 marks (100 marks of Technical evaluation and 50 marks of presentation and oral clarifications).

e. The Bidders who score a technical score of more than 75 marks (Technical evaluation and presentation) will qualify for the evaluation in the financial process.

\textbf{ii(b). Evaluation Criteria and marking for Technical Bid}

(i) The Technical proposal evaluation process would focus on the ability of bidder to satisfy technical requirements of the project, quality assurance procedures and ability to meet the project timelines. The Technical evaluation of the bidder/vendor will be done on following criteria:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Sub-Category</th>
<th>Description</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Manpower</td>
<td>Leader for Computer / Software development activity</td>
<td>If same manpower is in position during 1st April 2018 and 31st March 2021 then for Master Degree holder— 10 Marks will be awarded and for Graduate Degree – 6 Marks will be awarded.</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>(Team Leaders of each Category of manpower)</td>
<td>Leader of the Management Team</td>
<td>If different manpower is in position during above duration for Master Degree – 10 Marks will be awarded and for Graduate Degree – 6 Marks will be awarded.</td>
<td>10</td>
</tr>
</tbody>
</table>
2. Previous Works (Software developed for Health Sciences Database) | Similar works |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) If work order for initiation of similar work, then 9 Marks will be awarded.</td>
<td></td>
</tr>
<tr>
<td>2) If software is ready/prepared, then 15 Marks will be awarded.</td>
<td></td>
</tr>
<tr>
<td>3) If UAT of software received, then 21 Marks will be awarded.</td>
<td></td>
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<tr>
<td>4) If Go-live for software, then 40 Marks will be awarded.</td>
<td></td>
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<tr>
<td>40</td>
<td></td>
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</tbody>
</table>

3. Previous other works / projects (UAT) | UAT done at implementation sites |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>For each successful UAT (maximum 02 projects) 5 Marks will be given for each.</td>
<td></td>
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<td>10</td>
<td></td>
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</tbody>
</table>

4. Security Audit Certification | Certificate from CERT-IN empaneled agency |
<table>
<thead>
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<tbody>
<tr>
<td>For each successful project (which should include at least one of Health Sciences) 2 Marks will be given.</td>
<td></td>
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<td>10</td>
<td></td>
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</tbody>
</table>

5. Annual Turnover (Last 3 Years) | Technical Presentation to be made before Committee constituted at CCRH |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) If turnover amount is 50-90 Lacs - 10 Marks will be given.</td>
<td></td>
</tr>
<tr>
<td>2) If turnover amount is more than 90 lacs - 20 Marks will be given.</td>
<td></td>
</tr>
<tr>
<td>For Start-up companies 3) If turnover amount is 5-10 Lacs - 10 Marks will be given.</td>
<td></td>
</tr>
<tr>
<td>4) If turnover amount is 10 – 50 lacs - 20 Marks will be given.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

Total Marks | 150 |

Supporting documents should be provided by the vendor for above mentioned points. Proper page numbers should be given for all supporting documents.

(ii) Evaluation shall be made under Combined Quality cum Cost Based System (CQCBS). Which shall consist of evaluation of documents and Presentation and shall have 150 marks for technical evaluation. Under CQCBS, the technical proposals securing a minimum of 75 marks in technical evaluation shall be considered technically qualified.

**ii(c). Evaluation of Financial bids and Overall Evaluation**

(i) Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified to be notified, in the presence of the bidders representative who choose to attend. The name of the bidders, their technical score (if deemed necessary by the employer) and their financial proposal shall be read aloud. Financial proposals will be allotted 100 marks.
(ii) Proposal with the lowest cost (L1) may be given a financial score of 100 marks and other proposals given financial score that are inversely proportional to their prices. That is \( L1 = 100 \) marks. \( L2 = L1/L2 \times 100 \) marks, \( L3 = L1/L3 \times 100 \) marks...

(iii) The total score, both technical and financial, shall be obtained by adding up Technical evaluation marks and Financial marks.

(iv) **Highest point's basis:** On the basis of the combined weighted score for quality and cost, the Bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In case H-1 bidder withdraws, second highest bidder H-2 may be considered.

(v) The vendor should ensure that the **Fast Healthcare Interoperability Resources (FHIR) R4 Standard** should be adopted for exchanging health care information electronically.

8. **Clarification of Bids**

During evaluation of bids, the Tendering Authority may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

9. **Contacting the Tendering authority**

   a. No Bidder shall contact the Tendering Authority on any matter relating to its bid, from the time of opening to the time the contract is awarded. If it wishes to bring additional information to the notice of the Tendering Authority, it should be done in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

   b. Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder’s bid and forfeiture of his bid security.

10. **Award of Work**

   a. The finalization of the tender will be done by a competent authority on recommendation of committee constituted by the competent authority for this purpose.

   b. The Tendering Authority will award the work to the successful Bidder whose bid has been determined as the lowest evaluated bid provided further that the Bidder is technically eligible.

   c. The Tendering Authority may vary the scope of contract at the time of award. If there is a necessity to varying the scope of contract after the time of award due to some exigent circumstances, it can be resorted to through a change order after obtaining the approval of competent authority.

11. **Tendering Authority Right to Accept / Reject Any or All Bids**

The Tendering Authority reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids at any time prior to the award of Contracts, without thereby
incuring any liability to the affected Bidder or Bidders or any obligation to inform the
affected Bidder or Bidders of the grounds for the Tendering Authority action.

12. Notification of Awards

Prior to the expiry of the period of the bid validity, the Tendering Authority will notify the
successful Bidder in writing. The Bidder will confirm the same in writing.

13. Signing of Contract

After the Tendering Authority notifies the successful Bidder that its bid has been accepted,
the CCRH will sign the contract within 15 days as per the Contract Form provided by CCRH.

14. Performance Guarantee

Within 15 days after receipt of notification of award of the Contract from CCRH, the
successful Bidder shall furnish performance guarantee bond to CCRH, which shall be equal
to 10 percent of the value of the contract and shall be in the form of a bank guarantee bond
from a Nationalized/Scheduled Bank in the Proforma given in Form-10, Section V.

15. Post-warranty support offsite for operations, maintenance and modification

As part of the financial bid, bidders are required to quote for two years (post-warranty) offsite
support to undertake operations, maintenance, support, and modification of the application, if
the maintenance contract is awarded and the period of maintenance beyond two years may be
extended on mutually agreed terms and conditions.

16. Corrupt or Fraudulent Practices

The CCRH requires that the Bidders/agency under this RFP observe the highest standards of
ethics during the procurement and execution of such contracts. In pursuance of this policy, the
CCRH:

a. Will reject a proposal for award if it determines that the Bidder recommended for award
   has engaged in corrupt or fraudulent practices in competing for the contract in question;

b. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be
   awarded a contract if it at any time determines that the firm has engaged in corrupt and
   fraudulent practices in competing for, or in executing, a contract.

c. The past performance of the Bidder will be cross checked, if necessary. If the facts are
   proven to be dubious the Bidders Proposal will be ineligible for further processing.

d. The bidder should submit a declaration as provided in the Annexure-IV of Section VI

17. Terms and conditions

a) Bidder must ensure that the IT professional in-charge of development and maintenance
   of application will be off-site available on call 24X7 during warranty period.

b) Once the contract is awarded to the Bidder, the composition of the Bidder organization
   including the ownership and individual stakes in it cannot be changed till
   completion/extended period including maintenance period.

c) Bids can be submitted by the Bidder (through Concerned Firm not by partners etc.,)
only and all the prequalification and technical criteria to be met by the Bidder with sufficient proof. The bidder shall attach the copy of the authorization letter/power of Attorney as proof of authorization for signing on behalf of the Bidder.

d) Representations received from the Bidders within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of Financial bids on the issues related to the Financial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.

e) The Bidder should submit all the required documents with legibility, clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, CCRH reserves it’s right in seeking clarification from the Bidder and may disqualify the Bidder for the bidding mistakes, missing documents and for the documents that are not clear.

f) The Bidder shall have sufficient technical expertise, relevant experience to quote for the project.

g) Earnest Money Deposit shall be submitted by the Bidder along with the bid. In case of exemption of EMD, Bidder should submit a copy of exemption certificate issued by the concerned authority.

18. Decision Taken

The decision taken by the CCRH in the process of RFP evaluation shall be final.
Section – III

SCOPE OF WORK AND DELIVERABLES

BASIC INPUTS FOR UNDERSTANDING OF THIS RESEARCH TRIAL:

1. Multicentric study: One coded drug sent to more than one drug proving center
2. No. of Drug Proving centers: 08 (may increase or reduce) which are carrying out this research trial in association with Homoeopathic Medical colleges.
3. No. of Colleges getting only Technical support: 03 (may increase or reduce)
4. Each Drug is being given a code number at Nodal office/Hqrs. level, Each Drug proving center has a code number and Each college is given code with the initials of the college.
5. No. of provers to be enrolled at each center for each coded drug should be 15-20. The prover code includes: Code of drug followed by Code of the center and then sequentially the number for each prover will be mentioned. For example: Drug code 134, Center code 06, then the prove code will be 1340601, 1340602…1340615

MODULES REQUIRED:

1. Administrative/Administration Module
   Approvals required From Competent authority for –
   a) Drug Proving Committee
      i) New Committee
      ii) Change in any committee member
   b) Proving Associate
      i) New
      ii) Change
   c) Consultants
      i) New
      ii) Change in any Consultant

2. Accounts Module
   For generation of bills for the following:
   i) Consultants – Honorarium @ Rs. 3000/- per visit
   ii) Proving Associate – Honorarium @ Rs. 5000/- per month
iii) **Drug Proving Committee Members** (Principal, 3 HODs, Special Invitee) – Half day sitting allowance @ Rs. 2000/- once a month as one meeting will be held.

iv) **Provers** – Proving Allowance @ Rs. 90/- per day to a maximum of Rs. 1500/- per month. The software should be Biometric enabled, so that the marking of attendance and calculation of the amount to be paid to respective person can be verified easily.

3. Technical Module

A) **Execution of the Drug Proving Research Trial as per Protocol**, which includes following steps:

i) A URL may be created for each study site/ Drug Proving Center and the same may be displayed on the **Notice board** of the respective Homoeopathic Medical Colleges, inviting the volunteers to participate in this Research programme. The volunteers may open the link and register themselves which will be equivalent to **Applications from volunteers – Form A** – to be filled by the students at the college and other staff i.e. of Homoeopathic background and non-homoeopathic background.

ii) **Participation Information Sheet – Form B1** – to be given to Volunteers and received copy to be kept with the Proving Master. As soon as the volunteer will register himself/herself, a unique registration number will be generated and Form B1 can be sent through email to the respective volunteers. In case the volunteer does not have an email id then Form B1 can be sent through a link on the verified mobile number.

iii) **Written Informed Consent – Form B2** – The Proving Master at a particular study site will receive the list of the volunteers who have registered and can schedule the visit of the volunteers to fill Form B2. Filled in Form B2 to be uploaded by the Proving Master. (Log in by the Proving Master)

iv) **Screening- Form C** with required check points. (Log in by the Proving Master/Proving Associate)

v) **PME- Form D** (containing History, opinion of Consultants, lab investigations etc.). (Log in by the Proving Master/Proving Associate/Consultant)

vi) **Run-in-period (Form- E, Part- 1, to be filled by the volunteers).** The volunteers will not be allowed to log-in till they are considered/approved as provers. Thus, the Form E, Part -1 in hard copy will be submitted to the Proving Associate/Proving Master and will be uploaded in the software. (Log in by Proving Master/Proving Associate)

vii) **PME records – checked** at Nodal Office level. (Log in by Nodal officer/Coordinator)

**Enrolment of Provers:** Copy from PME records only for approved volunteers as Provers.
viii) Log in id and password will be generated for the Provers.

ix) Quota wise records of each prover for each coded drug: 1st, 2nd, 3rd, 4th and 5th include:
   a) Drug intake period (Form- E, Part- 2). (Log in by Provers)
   b) Observation period (Form- E, Part- 3). (Log in by Provers)
   c) Recording of Adverse events (Form G), withdrawal of provers, reasons for withdrawn etc. if present. (Log in by Proving Master)
   d) Symptom Elaboration Performa- Form F, Table- 1 and Table- 2 (to be filled by Proving Master/Proving Associate).
   e) TME (Form D, same that used during PME).

After finishing records for 1st quota, same steps to be repeated for next quota. There will be repetition of steps till all the 5 quotas records are filled in.

x) Compilation of proving data which includes data during drug intake and observation period for each quota. (To be done automatically by the software as per Kent’s repertory schema and the format used by the Coordinator)

xi) Comparison between PME and TME w.r.t Symptoms developed [New Symptom (NS), Unexpected worsening of the previously experienced symptom (C-), Unexpected improvement of the previously experienced symptom (C+), Recurrence of a symptom (RS)] and Investigatory findings.

xii) Statistical analysis part- Control and verum using SPSS.

B) Tutorials and FAQs related to Drug Proving Research Programme.

C) Committee Meetings:
   i) At Drug Proving Center: Drug Proving Committee meeting (Minutes of the meeting to be uploaded by Proving Master) and Institutional Ethics Committee meeting (Approved minutes to be uploaded by Proving Master)
   ii) At Nodal Office: Special Committee of HPT (Drug Proving) meeting, Scientific Advisory Board meeting and Ethics Committee meeting (Approved minutes to be uploaded by the Coordinator)

D) Report Generation:
   i) At Drug Proving Center: Monthly Progress report, Quarterly, Half yearly and Annual report (as per the formats)
   ii) At Nodal Office: Monthly DO summary and Annual Report (as per the format)
Flow chart for proving cycle and study process.

Screening of Volunteer (Form C) → Exclusion - Reasons

Pre-trial Medical Examination (PME) (Form D) → Exclusion - Reasons

Enrolment of Provers → Allotting Prover code and Randomization in Verum and Placebo groups

05 batches

Symptom appears

Recording of symptom and assessment (Form E3 and Form F, Table 1 and 2)

Observation period till symptom persist (Form E3 and Form F, Table 1 and 2)

Assess for adverse event (Form G)

Intervention (Form E2)

(12 doses or 28 doses-4 Doses/4 times a day for 3 days or 7 days)

Symptom Disappear

Washout period (Symptom free period of 30 days)

Post-trial Terminal Medical Examination (TME) (Form D)

No Sign & Symptom

Observation period till symptom persist (Form E3 and Form F, Table 1 and 2)
STEPS:

1. The software may have a Registration procedure which considers Form A i.e. Application from the volunteers. The volunteer who fills up the registration from his/her email id/mobile number will be considered as it has been signed by them. Next step, Form B1 i.e. Participation Information Sheet should be sent to the respective email ids. The Informed Written Consent will be signed in hard copy and submitted to the Proving Master and will be uploaded in the software.

2. Proving Master/Site Investigator should be provided with a Log-in Id, with the help of which he can log-in the software and can Screen the provers using Form- C. Any prover not fulfilling any criteria as per Form- C will be automatically rejected.

3. Those fulfilling all the criteria as per Form- C should undergo PRE-TRIAL MEDICAL EXAMINATION as per Form- D.

4. Consultants should also get a log in id which is biometric enabled.

5. After PME provers;
   i. Persons who are not found suitable for proving (Due to any abnormality detected by Honorary Consultants and/or in Investigations): They should be rejected but their database should be kept in those of ‘Screened volunteers’.
   ii. Persons who are found suitable for proving: They should be enrolled for proving of coded drug. Data of these volunteers should be automatically reflected under ‘enrolled provers’.
   iii. Allotment of Drug code and Prover’s code – To be done by Nodal office (a separate Log-in id is required for this purpose)

6. The Prover’s code will work as his user name and a password for logging in the software to be provided, so that he/she can fill all his/her details in ‘Form-E, Part- 1, 2 and 3’ on his/her own and that too on daily basis. Drug intake period: The provers after being provided with the Investigational Proving substance (coded drug), two doses are to be taken in the presence of the Proving Master/Proving Associate and for rest of the two doses for that day a reminder SMS should be sent automatically to the Provurers.

7. Similarly, a unique user name and password is to be provided to the Site Investigator so that they have access to Form- E i.e. Provurers day book perfoma and accordingly fill Form-F, Table- 1 and 2 on a daily basis of each enrolled prover.

8. Provision for uploading of Photograph of the prover both at the time of PME and TME, and also for uploading of photos in relation to skin symptoms produced during proving (for e.g.: ulcers, skin eruptions etc.) and also for uploading sound/voice recordings (for e.g.: for cough etc.)

9. Provision should be made for Principal Investigator/ Nodal Officer for Drug Proving to check Log-in histories of Provers and Proving Associate/ Site Investigator to verify whether the records are filled daily on a day to day basis and give comments whenever required for getting the proving symptoms in appropriate manner.

10. Compilation of proving data during drug intake and observation period.

11. Comparison between PME and TME w.r.t
   i. Symptoms developed (NS, C-, C+, RS).  
   ii. Investigations.
   
   This (s.n. 8 and 9) may be done automatically in the software, once the TME records are filled in.

12. Analysis part- Control and verum using SPSS- It will be done at the level of Nodal Office/ CCRH Headquarters with the help of statistical assistant.

Note: All forms will be shared with the successful bidder during development stage.
Section IV
CONDITIONS OF THE CONTRACT

1. Definitions
In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the CCRH and the agency, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
b. "Bidder" means any vendor that is participating in the RFP process;
c. "Agency" means any agency that is a successful Bidder and to whom the contract will be awarded;
d. "Contract Price" means the price payable to the agency under the Contract for the full and proper performance of its contractual obligations;
e. "CCRH" means the Central Council for Research in Homoeopathy, New Delhi which is the RFP Inviting Authority;

2. Use of Contract Documents and Information

a. The agency shall not, without the CCRH’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the CCRH in connection therewith, to any person other than a person employed by the agency in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.
b. Any document, other than the Contract itself, shall remain the property of the CCRH and shall be returned (in all copies) to the CCRH on completion of the agency’s performance under the Contract if so, required by the CCRH.

3. Patent Rights
The agency shall indemnify the CCRH against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Supplied Solution or any part thereof in India.

4. Change Orders
The CCRH may at any time, by written order given to the agency, make changes within the general scope of the Contract in any one or more of the following:

1. The Services to be provided by the agency.
2. The Quality of the Developed Solution and/or the Deployment of the solution.
3. Change in per unit cost in case of future upgrade as per the change order if any.

If any such change causes an increase or decrease in the cost of, or the time required for, the agency’s performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the agency for adjustment under this clause must be asserted within thirty (30) days from the date of the agency’s receipt of the CCRH’s change order.

5. Delays in the Bidder's performance

a. Performance or the Contract shall be made by the Bidder in accordance with the time schedule specified by CCRH as indicated in the RFP.

b. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all the following sanctions:
   - Forfeiture of its performance security;
   - Imposition of liquidated damages; and/or
   - Termination of the Contract for default.

c. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely completion of the services under the contract and performance of services, the Bidder shall promptly notify CCRH in writing of the fact of the delay, its likely duration and its causes.

d. As soon as practicable, after receipt of the Bidder’s notice, CCRH shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

6. Acceptance

The Acceptance Tests must be completed by the Bidder to the satisfaction of the CCRH Project Team and any other CCRH representatives within a month of completion of Phase III.

7. Penalty Clause

A penalty at the rate of 1% per week of the total cost subject to a maximum of 10% of the total cost shall be levied for delay in completion of the project.

If the agency is not executing the contract to the satisfaction of the CCRH then it may invoke any or all the following clauses.
   - Forfeit the performance Guarantee Amount or
   - The Council will issue a notice before termination of contract.
8. **Termination for Default**

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:

- If the agency fails to deliver any or all of the deliverables within the period(s) specified in the Contract.
- If the agency fails to perform as per the performance standards.
- If the agency, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9. **Risk Management**

The Agency shall at his own expense adopt suitable Risk Management Methodology to mitigate all risks assumed under this contract. The Agency shall underwrite all the risk related to its personnel deputed under this contract as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this contract and take all essential steps to reduce and mitigate the risk. CCRH Office will have no liability on this account.

a. **Publicity**

The agency shall not make or permit, to be made a public announcement or media release about any part of this contract unless the CCRH office first gives the Agency its written consent.

b. **Force Majeure**

1) For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

2) If a force Majeure situation arises, the Agency shall promptly notify the CCRH in writing of such conditions and the cause thereof. Unless otherwise directed by the CCRH in writing, the Agency shall continue to perform its obligations under the Contract as far as it reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

c. **Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Delhi courts only.

d. **Taxes and Duties**

The rates quoted inclusive of taxes and duties shall be in Indian Rupees; also separately mentioning all taxes, duties as applicable up to the completion of job. Any increase in the rates will not be allowed.

e. **Binding Clause**

All decisions taken the Tendering Authority regarding the processing of this RFP and award of contract shall be final and binding on all concerned parties.
f. Agency’s Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

g. Agency’s Obligations

1) The Agency is obliged to work closely with the Tendering Authority’s staff, act within its own authority and abide by directives issued by the CCRH.

2) The Agency will abide by the job safety measures prevalent in India and will free the CCRH from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency’s negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated.

3) The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

4) The Agency will treat as confidential all data and information about CCRH, obtained in the execution of his responsibilities and will not reveal such information to any other party without the prior written approval of the CCRH.

h. The Intellectual Property Right (IPR) of the source code and documentation and design will be with the CCRH. The agency will have to submit source code and required documentation to the CCRH. The CCRH will have full right over the source code and the agency will not possess any rights. Any modification in the source code or documentation will be provided from time to time to CCRH.

i. The CCRH, reserves the right to verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the bids without assigning any reason whatsoever thereof or may terminate the bid process midway without assigning any reason.

j. Notwithstanding anything to the contrary contained in the conditions of the contract, in no event will the agency be liable to the CCRH, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total fees payable under the Project.

k. In case of any ambiguity in the interpretation of any of the clauses in the RFP or the Contract Document, the CCRH’s interpretation of the clauses shall be final and binding on all parties.

l. Conditional tender shall be summarily rejected.
SECTION-V

BID FORMATS

Form 1 - Bid Proposal Sheet

Bidders Proposal Reference No. and Date:
Bidders Name and Address:
Person to be contacted:
Designation:
Telephone No(s):
Telex No. :
Fax No. :

Subject: Real Time Web-based Software for Homoeopathic Pathogenetic Trial (Drug Proving)

Sir,

We, the undersigned Bidders, having read and examined in detail the Specifications and all the bidding documents in respect of Design, Development, maintenance and support for Real Time Web-based Software for Homoeopathic Pathogenetic Trial (Drug Proving)

1. as specified in the Bidding documents No. _<______________________________>.

2. PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of opening of the Bids.

We are an Indian firm and do hereby confirm that our Bid prices include all taxes including Income Tax and Professional Tax.

We have studied the Clause relating to Goods and Service Taxes and hereby declare that if any Tax is altered under law, we shall pay the same.

3. UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the Scope of Work under the contract.

4. EMD

We have enclosed a Demand Draft of Rs. 50,000/- (Rupees Fifty thousands only) in favour of Director General, Central Council for Research in Homoeopathy, New Delhi and payable at New Delhi towards EMD. This EMD is liable to be forfeited in accordance with the provisions of Bid documents.

We declare that all the Services/Works shall be performed strictly in accordance with the Scope of Work.

[Signature]
5. BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Instructions to Bidders included in bidding documents.

6. BID PRICE

We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated as per format mentioned in Form-12A, 12B Section V; attached with our proposal as part of the FINANCIAL Bid.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

Printed Name and Designation
Seal
Date:
Place:
Business Address:
To,

The Director General,
CCRH, New Delhi

<Bidder's Name> is hereby authorized to sign relevant documents on behalf of the company in dealing with RFP of reference <RFP No. & Date>. He is also authorized to attend meetings & submit technical & FINANCIAL information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorized Signatory.

<Company Name>

Seal
Form 3 - Work Experience Certificate

Name of the firm: 

Period: 5 Years From – 01-04-2015 to 31-03-2020

3 years From – 01-04-2017 to 31-03-2020 (For start-ups)

<table>
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<tr>
<th>Order No. &amp; Date</th>
<th>Order Placed by (full contact address of such agencies)</th>
<th>Solution provided (Agency)</th>
<th>Value of order in Rupees</th>
<th>Date of completion As per contract</th>
<th>Actual</th>
<th>Remarks indicating reasons for delay, if any</th>
<th>Project Completion/ Go-Live Certificate attached (Yes/No)</th>
<th>Other Remarks</th>
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</table>

Date: __________________________

Place: __________________________

Signature of the bidder: __________________________

NOTE:
1: Please provide copies of valid Work Order & Certificate of Completion (for completed projects) from authorized client officials.
2: The above format will be used for following types of work experience certificate as given below.
(i) The Bidder should have experience in Development of Web Enabled Application/Portal/Software/Website of value between 05 to 10 lakhs for any Govt. Dept. (Govt. of India) / State / Central Government/Autonomous Bodies/PSUs in last 5 Years, completed a minimum of 3 projects. For the start-ups, atleast one project should have been completed in last 03 years. The Format heading will be Form 3A - Work Experience Certificate.
Form 4 - Self Declaration

Ref: ___________________________ Date: ___________________________

To,

The Director General,
CCRH, New Delhi

In response to the tender No. ___________________________ dated ____________ of Ref. ___________________________ as an owner/partner/Director of ___________________________ I/we hereby declare that our Agency ___________________________ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

We hereby confirm and declare that our Agency is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Name of the Bidder: ___________________________
Signature: ___________________________

Seal of the Company: ___________________________
Form 5 - Certificate of Conformity

Date: __________________

To,

The Director General,
CCRH, New Delhi

CERTIFICATE

This is to certify that, the service for system analysis and design, development, implementation, maintenance and Support of **Real Time Web-based Software for Homoeopathic Pathogenetic Trial (Drug Proving)** which I shall provide, if I am awarded with the work, are in conformity with the Scope of Work in the RFP.

I also certify that the price I have quoted per unit cost basis is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in the Conditions of the contract.

Name: ___________________
Designation: ___________________
Seal: ___________________
Form 6 - Financial Details as per Audited Accounts

<table>
<thead>
<tr>
<th>Years</th>
<th>FY 2017-18</th>
<th>FY 2018-19</th>
<th>FY 2019-20</th>
<th>Average Turnover</th>
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<tbody>
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<td>Total</td>
<td>From relevant services</td>
<td>Total</td>
<td>From relevant services</td>
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<tr>
<td>Turnover (Rs.'000)</td>
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<td></td>
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<tr>
<td>Profit (Rs.'000)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Note: Enclose CA certificate conforming Annual Turnover during stated financial years from Software /Website / Portal Development in each of last three financial year 2019-20, 2018-19, 2017-18.
The Technical Proposal needs to be structured as follows:

**Section 1: Executive Summary**

This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.

**Section 2: Bidder Profile & Qualifications**

This section should cover the Bidder's local presence, the project team composition and relevant experience and the company/companies of the tools and products selected to deliver the Application.

**Section 3: Solution Proposed for Application**

This section should present Bidders' proposed solution meeting requirements outlined in the RFP. Bidders are required to present sound, complete, and competent technical architecture solution. The solution proposed by the bidder will indicate bidders' understanding of the requirements and this is to be demonstrated by the bidder by making presentation before the Evaluation Committee. The section should also include the Bill of Materials (BOM) for all the software components, products and tools that are proposed for the website development, testing, deployment and maintenance. The rollout mechanism is to be shown by the firm for carrying out all the features/modules of the developed package by using login facilities through LDAP.

**Section 4: Project Management Plan**

In this section, Bidders' should propose the main activities of the project, duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

**Section 5: Organization & Staffing**

In this section, Bidders' should propose the structure and composition of the proposed team. Key emphasis will be on the experience of the Project team.

**Section 6: Quality Assurance, Maintenance, & Support**

Bidders are required to discuss their Quality Assurance framework and testing plans in details meeting the requirements of this RFP. This section should also present Bidder’s detailed maintenance and support plan including detailed information on these plans.
### Form 8 - Format for Resumes

<table>
<thead>
<tr>
<th>No.</th>
<th>Proposed Position</th>
<th>Name of the Firm</th>
<th>Name of the Staff</th>
<th>Date of Birth</th>
<th>Education Details</th>
<th>Summary of Key Training and Certifications</th>
<th>Languages</th>
<th>Employment Record</th>
<th>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
<td>Language</td>
<td>From/To</td>
<td>Name of assignment or project:</td>
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<td>Employer</td>
<td>Year:</td>
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<td>Speaking</td>
<td>Position held</td>
<td>Location:</td>
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<td>4</td>
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<td>From/To</td>
<td>Client:</td>
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<td>5</td>
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<td></td>
<td>Employer</td>
<td>Name of assignment or project:</td>
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<td>6</td>
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<td></td>
<td>Position held</td>
<td>Year:</td>
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<td>7</td>
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<td>From/To</td>
<td>Location:</td>
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<td>Employer</td>
<td>Client:</td>
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<td>9</td>
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<td></td>
<td></td>
<td>Activity performed:</td>
<td>Main project features:</td>
</tr>
<tr>
<td>10</td>
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<td></td>
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<td>Positions held:</td>
<td>Positions held:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Activities performed:</td>
</tr>
</tbody>
</table>

**Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

- **Name of assignment or project:**
- **Year:**
- **Location:**
- **Client:**
- **Main project features:**
- **Positions held:**
- **Activities performed:**
<table>
<thead>
<tr>
<th>Name of assignment or project:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Year:</td>
<td></td>
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<tr>
<td>Location:</td>
<td></td>
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<tr>
<td>Client:</td>
<td></td>
</tr>
<tr>
<td>Main project features:</td>
<td></td>
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<tr>
<td>Positions held:</td>
<td></td>
</tr>
<tr>
<td>Activities performed:</td>
<td></td>
</tr>
</tbody>
</table>
## FORM 9A

### SUMMARY OF COSTS- COMPONENT A

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs In INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Cost for providing all the services as per this RFP including Remuneration and Bill of Materials (exclusive of taxes, 1 year warranty and 2 year paid Support)</td>
<td></td>
</tr>
<tr>
<td>2. One Time 3rd Party Cost (Security Audit + SSL)</td>
<td></td>
</tr>
<tr>
<td>3. GST</td>
<td></td>
</tr>
</tbody>
</table>

Total Amount of FINANCIAL Proposal- Component A (including taxes)

Note 1: Bill of materials to be provided separately
Note 2: Cost of proprietary / COTS software used shall be included in the FINANCIALS.

## FORM 9B

### SUMMARY OF COSTS- COMPONENT B

| S.No | Item                                                                 | Costs In INR | |
|------|----------------------------------------------------------------------|--------------|
|      |                                                                      | Year 2       | Year 3 |
|      |                                                                      | 1st Quarter  | 1st Quarter |
|      |                                                                      | 2nd Quarter  | 2nd Quarter |
|      |                                                                      | 3rd Quarter  | 3rd Quarter |
|      |                                                                      | 4th Quarter  | 4th Quarter |
| 1    | Cost of operation & maintenance (refer Post-warranty) of the application for Two years (i.e year 2 and year 3) after completion of 1 year warranty support. | Rs.          | Rs.          |
| 2    | GST                                                                   |              |              |
| 3    | Total Amount of FINANCIAL Proposal- Component B (including taxes)     |              |              |

Total cost Component A+B

Total Amount (In Rs) (In Figures)........................................................................................................
(In words)...........................................................................................................................................
Form 10 – Performance Guarantee Bond Proforma

Ref: ____________   Date

Bank Guarantee No ____________

To,
The Director General,
CCRH, New Delhi

Against Contract vide Advance Acceptance of the RFP No._ ____________

Dated ____________of CCRH covering the services for Real Time

Web-based Software for Homoeopathic Pathogenetic Trial (Drug Proving) to be
implemented in the said locations (Hereinafter called "The Said

Contract") entered into between CCRH and the ____________ (Hereinafter called

the "The Bidder"), this is to certify that at the request of the Bidder we

Bank ____________ are holding in trust in favour of the client, the

amount ____________(write the sum here in words) to indemnify and keep

indemnified CCRH against any loss or damage that may be caused to or suffered by

CCRH by reason of the said Contract and / or in the performance thereof. We agree

that the decision of CCRH, whether any breach of any of the terms and conditions of

the said contract and / or in the performance thereof has been committed by the Bidder

and the amount of loss or damage that has been caused or suffered by CCRH shall be

final and binding on us and the amount of the said loss or damage shall be paid by us

forthwith on demand and without demur to CCRH.

We Bank ____________ further agree that the Guarantee herein contained shall

remain in full force and effect during the period that could be taken for satisfactory

performance and fulfillment in all respects of the said Contract by the Bidder i.e. till

___________(viz. The date upto 24 months after the date of closure of the

contract) hereinafter called the said date and that if any claim accrues or arises against

us _____________ Bank by virtue of this guarantee before the said date, the

same shall be enforce able against us Bank notwithstanding the fact _____________

that the same is enforced within six months after the said date, provided that the

notice of any such claim has been given to us _____________ Bank by the purchaser

before the said date. Payment under this letter of Guarantee shall be made promptly

upon our receipt of notice to that effect from CCRH.

It is fully understood that this Guarantee is effective from the date of the said Contract

and that we _____________ Bank undertake not to revoke this

guarantee during its currency without the consent in writing of CCRH.

We undertake to pay CCRH any money so demanded not withstanding any dispute

or disputes raised by the Bidder in any suit or proceedings pending before any Court

or Tribunal relation thereto our liability under this present bond being absolute and

unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability

for payment there under and the Bidder shall have no claim against us for making such

payment.
We further agree that CCRH shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by CCRH against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Contract and we, Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and/or omission on the part of CCRH or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The Guarantee is for an amount of Rs. _____________________________ (In figures Rs. _______________________________).

This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

DATE: -

PLACE: 

WITNESS: -

SIGNATURE: -

PRINTED NAME: 

___________________________________________(BANK'S COMMON SEAL)
## SECTION-VI

### ANNEXURE-I:

### SERVICE LEVEL REQUIREMENTS

<table>
<thead>
<tr>
<th>SNo</th>
<th>Severity Category</th>
<th>Service level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Level-1 Severity</td>
<td>Agency to resolve such problems within 4 hours from the time of reporting by CCRH</td>
<td>A penalty of 0.25% of the cost of quarterly payment shall be charged per hour of delay.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The penalty shall be charged to a maximum of 10% of the contract price. Once the maximum is reached CCRH may at its discretion take action to terminate the contract and forfeit Performance Security.</td>
</tr>
<tr>
<td>2</td>
<td>Level-2 Severity</td>
<td>Agency to resolve such problems within 1 working day from the date and time of reporting by CCRH</td>
<td>A penalty of 0.5% of the cost of quarterly payment shall be charged per day of delay.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The penalty shall be charged to a maximum of 10% of the contract price. Once the maximum is reached CCRH may at its discretion take an action to terminate the contract and forfeit Performance Security.</td>
</tr>
<tr>
<td>3</td>
<td>Level-3 Severity</td>
<td>Agency to resolve such problems within 3 working days from the date and time of reporting by CCRH</td>
<td>A penalty of 0.5% of the cost of quarterly payment shall be charged per day of delay.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The penalty shall be charged to a maximum of 10% of the contract price. Once the maximum is reached CCRH may at its discretion take an action to terminate the contract and forfeit Performance Security.</td>
</tr>
</tbody>
</table>

### NOTE:

1. It may be noted that one or more penalties may be imposed concurrently subject to maximum of 10% of contract price. Once the maximum has reached, CCRH at its discretion may consider termination of the contract and forfeit Performance Security.
2) In addition to the penalties as above, CCRH may at its discretion get the fault rectified from any other source at the risk & cost of the agency. In such case the cost of such work outsourced shall be borne by the bidder and penalty shall be imposed at the rates applicable as above for the actual period of fault.

NOTE:

a) Penalties as mentioned above shall be applicable from the date of start of services.

b) Any delay in deploying full resources at the start of service shall attract these penalty clauses.

c) In case if CCRH calls for replacement of a resource then the agency shall be allowed 7 days time to provide alternate resource. For this period no penalty shall be imposed except pro-rata reduction of that resource.

d) In case if CCRH does not require a certain resource / all resources for a certain period then no penalty shall be imposed except pro-rata reduction of that resource.

CONTACTS

2.1 The Agency should provide the contact call tree and the escalation matrix for the services it offers. On a minimum it shall provide for the following:

2.1.1. Office Contact Details (Normal Working Hours)

2.1.2. Contact Details of Project team and Support Personnel (Normal and after office working hours)

2.2. CCRH shall provide a call tree which includes point of contacts for reporting and updating routine activities, and point of contact for escalations.

1. HELP DESK - MAINTENANCE WINDOWS

1.1. A maintenance window will be agreed between the two parties considering the availability load/usage of the service is at a minimum.

1.2. If downtime is expected, then alternate arrangement for continuous service must be made by the Agency.

1.3. All planned activities shall be carried out during the maintenance window and in compliance with the change management procedure.

1.4. In case of unplanned outages, a verbal approval from the Agency shall be deemed suitable for carrying out the necessary correctional activities.

1.5. There shall be one mandatory preventive maintenance by the Agency’s maintenance team in every three months, i.e., minimum of twelve visits in three years of warranty and support.

1.6. In addition the Agency will also be required to carry out the following activities during the maintenance period:

a. Bug Fixing and issue resolution
b. Manage and maintain the application, including hosting coordination facility with secure server.

c. Fortnightly full backup of application through the duration of the contract.

d. Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.
2. TERMS AND CONDITIONS

2.1 The Agency is liable to follow all the security standards and policies as specified by CCRH and follow all the laws and regulation of the Government of India from time to time.

2.2 The Agency must inform any changes taking place that may affect the confidentiality, integrity or availability of the service/data provided.

2.3 The ownership of the data being hosted will remain with CCRH.

2.4 The Agency shall not share dedicated physical resources and other technical resources such as server resources or database allocated to CCRH with its other clients and shall take necessary precautions and implement suitable controls to protect it.

2.5 The Agency shall provide the necessary data storage space and processing capacity for the web service during development and testing stage and up to final acceptance of the final outcome of the project.

3. CCRH'S RESPONSIBILITIES

3.1 Monitor the service levels as specified in the contract.

3.2 Integrate change management, incident management and corresponding processes to include the Agency.

3.3 Ensure that the Agency complies with the necessary security and quality requirements as mentioned.

4. AGENCY'S RESPONSIBILITIES

4.1 Maintain the Confidentiality, Integrity and Availability values of CCRH's data and services.

4.2 Report any incident that may affect CCRH's data/service in terms of Confidentiality, Integrity and Availability.

5. INCIDENT HANDLING

5.1 Incident Reporting

5.1.1 All reported incidents shall be logged, assigned a number for reference, and tracked for resolution.

5.1.2 Incident's impact Levels are classified at the levels specified in 1.1 and 1.2 above.

5.1.3 Office Hours are Monday to Friday (09:30 hours to 18:00 hours) or any other day specified/declared as office working day.

5.2. Escalation Procedures

5.2.1. The Parties shall define and mutually communicate Escalation procedures.
ANNEXURE-II
Completion of Knowledge Transfer – Self Declaration

To,
The Director General,
CCRH, New Delhi

Subject: Successful Completion of Knowledge Transfer Process

Subsequent to the award of work, we had undertaken the task of transition of Knowledge from the current service provider on date.

We hereby declare that the Knowledge transfer process is successfully completed in collaboration with the current service provider and that we are ready to meet the desired service levels and requirements set out in the conditions of the contract.

Thanking you,

Yours faithfully,

(Signature)

Name and Designation:
Agency:

Seal:

Date:
Place:
### Annexure - III

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement</th>
<th>Compliance (Yes/No)</th>
<th>Bidder Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Web application/Software should provide universal accessibility over internet by authorized users.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Application/Software should be able to provide the following performance features: Advanced Caching, Database Replication, Load Balancing, Page Caching, Audit Trail, Captcha, Login History, Problem Notification and SSL Support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The user interface must be visually appealing offering a color scheme that is uniquely identifiable to CCRH.</td>
<td></td>
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<tr>
<td>4.</td>
<td>User interface navigation must be understandable without training, and the information must be logically organized</td>
<td></td>
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<tr>
<td>5.</td>
<td>The user interface must be responsive within 1-3 seconds of a page request by the user on all pages</td>
<td></td>
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<tr>
<td>6.</td>
<td>Categorization and category-wise report search should be there</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The Implementing Agency will provide training on the requested backend database to selected staff. It will also provide an understanding of the web application, database and infrastructure configurations used in the implementation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Bidder shall comply with secure coding practice such as OWASP (Open Web Application Security Project Guidelines) and necessary security features to be built for securing the site from hacking.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Requirement</td>
<td>Compliance (Yes/No)</td>
<td>Bidder Comment</td>
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<td>------------------------------------------------------------------------------</td>
<td>----------------------</td>
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</tr>
<tr>
<td>9.</td>
<td>Bidder should ensure that Security Audit for the application from CERT-IN empaneled vendor is done before hosting and deployment.</td>
<td></td>
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<tr>
<td>10.</td>
<td>The web application must log content changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>It should have the option of integration with any back-end systems in future</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>- Post-rollout technical helpdesk support and bug-fixing within the warrantee period should be provided.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td><strong>Two-factor authentication:</strong> Application should have provision for Two-Factor authentication, in addition to authentication through use of User ID and password, a second authentication through One Time password sent to the registered mobile number/email of employees would be needed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td><strong>Status Tracking:</strong> The system is planned based on self-service model, it should have provision that the information related to their cases initially feed by homeopaths, will be able to easily tracked the status of their cases through the system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td><strong>MIS reports:</strong> The IT solution should enable users to view/print MIS reports relating to number of cases submitted for different types of cases, number of cases approved, number of condemned cases, details of condemned cases, disease wise case reports etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Provision to be made, once, the case details are entered by the homeopath, the concerned nodal officer will approve the case in the system and immediately homeopath may get the notification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Requirement</td>
<td>Compliance (Yes/No)</td>
<td>Bidder Comment</td>
</tr>
<tr>
<td>----</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------</td>
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</tr>
<tr>
<td>17.</td>
<td>Provision to be in the application for registered homeopaths using the user ID and related password, to enter details relating to the cases themselves, upload photos/scanned copies of all documents relating to the cases. Application should have field of undertaking by the employee to certify that the cases are based on their own practice and they have consent of the patient for sharing their details and the homeopaths themselves will be held responsible if any consequences arises from the patient.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>The proposed IT solution would have facility to analyse cases in different ways like disease wise, drug wise, cases submitted by proving master etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>All diagnostic reports to be uploaded</td>
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</tr>
</tbody>
</table>
DECLARATION

1. I, ___________________________, Son/Daughter/wife of Shri _______________________, Proprietor/Director /authorized signatory of the agency/Firm mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false/ misleading information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards Prosecution under appropriate law and forfeiture of the EMD.

Date:

authorized person

Place:

Signature of

Full name:

Seal:

Annexure-IV