



Bid Number: GEM/2023/B/2964125

Dated: 09-01-2023

**Bid Document**

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	24-01-2023 17:00:00
<b>Bid Opening Date/Time</b>	24-01-2023 17:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (Days)
<b>Ministry/State Name</b>	Lok Sabha Secretariat
<b>Department Name</b>	Na
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Parliament House
<b>Item Category</b>	Custom Bid for Services - AI Based Website and Mobile Application Localization Solution
<b>Contract Period</b>	3 Year(s) 1 Month(s) 16 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	200 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Type of Bid</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Estimated Bid Value</b>	100000000
<b>Evaluation Method</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required</b>	Yes

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	1000000

### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	1.00
Duration of ePBG required (Months).	42

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

DDO Lok Sabha

F045, Computer Management Branch, Software Unit, Parliament Library Building, Lok Sabha Secretariat, Parliament of India, New Delhi-110001

(Drawing And Disbursing Officer Lok Sabha Secretariat)

### Splitting

Bid splitting not applied.

### MII Compliance

MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Additional Qualification/Data Required**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1673260371.pdf](#)

**Instruction To Bidder:**[1673260380.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1673260394.pdf](#)

**Scope of Work:**[1673260402.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1673260410.pdf](#)

**Service Level Agreement (SLA):**[1673260417.pdf](#)

**Payment Terms:**[1673260423.pdf](#)

**Penalties:**[1673260428.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1673260434.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1673260445.pdf](#)

**GEM Availability Report ( GAR):**[1673260456.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1673260473.pdf](#)

**QCBS Document elaborating detailed QCBS Criteria pertaining to Services / Project Procurement if any as per applicable norms:**[1673260489.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1673260494.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1673260501.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1673260514.pdf](#)

**Buyer's Competent Authority Approval:**[1673260593.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

<b>Parameter Name</b>	<b>Max Marks</b>	<b>Cutoff Marks</b>	<b>Qualification Methodology Document</b>
Technical Score	100	70	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 70**

**QCBS Weightage(Technical:Financial):70:30**

**Interview Venue:**PRIDE Committee Room -C, Parliament Library Building, Opposite Gurudwara Rakabgung, Lok

Sabha Secretariat, Parliament of India, New Delhi - 110001

**Presentation Venue:**PRIDE Committee Room -C, Parliament Library Building, Opposite Gurudwara Rakabgung, Lok Sabha Secretariat, Parliament of India, New Delhi - 110001

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-01-2023 12:00:00	PRIDE Committee Room -C, Parliament Library Building, Opposite Gurudwara Rakabgung, Lok Sabha Secretariat, Parliament of India, New Delhi - 110001 Bidders who want to joint pre-BID meeting virtually may request the same through e-mail and meeting link will be provided accordingly.

### Custom Bid For Services - AI Based Website And Mobile Application Localization Solution ( 1 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AI Based Website and Mobile Application Localization Solution
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Sushil Kumar	110001,F-45 PLB Parliament house complex	1	N/A

### Buyer Added Bid Specific Terms and Conditions

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 3. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

## 4. **Generic**

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

## 5. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

## 6. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**

# **Terms of Reference**

**For**

**Selection of Vendor for AI- Based Website and  
Mobile Application Localization Solution**

**Lok Sabha Secretariat**

## FACT SHEET

Name of Organization	Lok Sabha Secretariat, Parliament of India
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/Empanelment/Sell)	Service
Tender Reference Number	To be filled
Date of Issue/Publishing	As per the tender schedule in GeM portal
Document Download/Sale Start Date	As per the tender schedule in GeM portal
Document Download/Sale End Date	As per the tender schedule in GeM portal
Last Date and Time for Uploading of Bids	As per the tender schedule in GeM portal
Date and Time of Opening of Technical Bids	As per the tender schedule in GeM portal
Date and Time of Opening of Financial Bids	As per the tender schedule in GeM portal
Tender Fee	NIL
Number of Covers/Packets  Packet 1 - EMD and Pre-Qualification Packet 2 - Technical bid Packet 3 - Financial bid.	3 Packets  (Please see the details as per Annexure 7 in this tender document)
Bid Validity days	180 days
Location	Parliament of India
Address for Communication	Computer Management Branch, Software Unit, F045, Parliament Library Building, Lok Sabha Secretariat, New Delhi-110001. Tel. No.23035677  <a href="mailto:computercentre1ss@sansad.nic.in">computercentre1ss@sansad.nic.in</a> <a href="mailto:digitalSandadpmu-1ss@sansad.nic.in">digitalSandadpmu-1ss@sansad.nic.in</a>





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## **1. Introduction**

Parliament (Lok Sabha and Rajya Sabha) is a temple of democracy. It is the supreme legislative body and plays a key role in Indian democratic political system. It acts as the principal forum for enactment of laws on public policy matters through the process of discussion and debates. It also provides a platform for seeking clarifications from the representatives of public from the Government on various policies, schemes, and governing issues.

### **VISION –**

- Open and Accessible Parliament
- Temple of Democracy- Voice of Every Citizen
- Accountability of Institutions

### **MISSION-**

- Strengthening of Parliamentary Democracy
- Empowering Stakeholders by Dissemination of Information
- World Class Knowledge Centre for Members

To make parliament open and accessible to every citizen, the first step is to make the parliament information resources (Debates, Questions etc.) available at their fingertip with ease of use. In this regard, Language is one of the barriers which needs to be addressed.

Currently the parliamentary resources are available in two languages: 1- English, 2- Hindi. There are many Indian citizens who are not proficient with above two languages and thus this creates a barrier to them to access the same.

## **2. Primary Objective**

To overcome the language barrier, Parliament is taking initiative for translation of the online contents and Website and Mobile Applications and Mobile Application in 22 regional languages as per schedule 8 of Indian Constitution – for example - Hindi, Marathi, Tamil, Telugu, Kannada, Malayalam, Bengali, Gujarati, Oriya, Punjabi, Assamese etc.

### 3. Detailed Scope (Scope of work)

The project will involve the supply of an integrated AI-based localization platform consisting of:

1. Hosting and managing of localized Website and Mobile Applications in 22 languages
2. Software for real-time transliteration and translation
3. Virtual web-keypad for user input
4. AI based platform for translations
5. Proof reading and vetting of machine translated content by competent human translators
6. Storing and publishing of vetted content in live
7. Supply, install and configure a multi-lingual Search Solution
8. Supply of document translation solution

There are two types of content available in Website and Mobile Application-

1. Content Type 1- Website and Mobile Application contents (Including documents) which are proposed to be translated and manually vetted.
2. Content Type 2- Website and Mobile Application Contents (including documents) which are proposed to be translated online in real time and not manually vetted.

**Note:** Contents can be in any format like HTML, XML, database, PDF, word, docx, ppt, xls, xlsx etc.

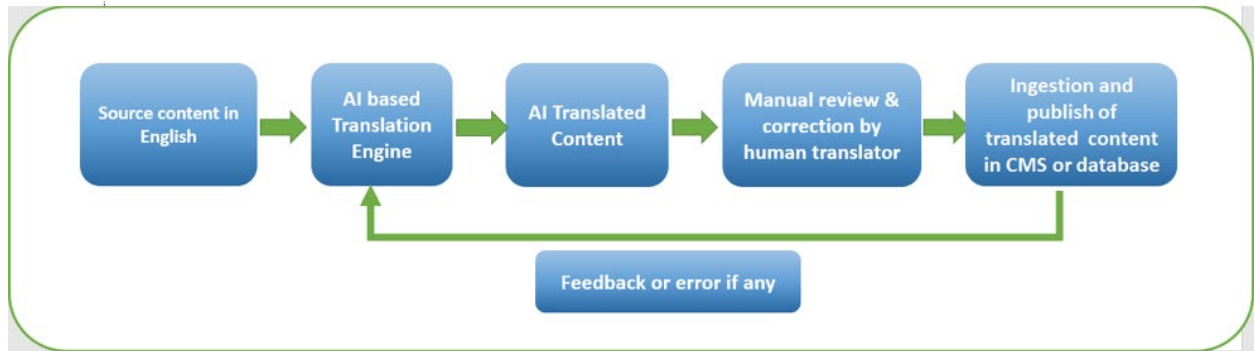
**Multi-lingual:** In the document multilingual search term is used for feature of searching in websites which are in local languages. For example- if the user is in Tamil website, then that user will be able to search in Tamil.

**Bi- lingual:** In this document Bi-Lingual term is used for feature of searching documents. As parliamentary documents are only in English or Hindi or mix of English and Hindi. Expectation example- As an example, if the user searches for 'poverty', then documents carrying 'गरीबी' shall also be fetched and shown in the results.

### 3.1 Content Type 1

#### 3.1.1 Proposed Flow:

The proposed flow shall be-



#### 3.1.2 The scope of services shall include:

1. Contents Type 1 to be translated in 22 regional languages as per schedule 8 of Indian Constitution – for example -Marathi, Tamil, Telugu, Kannada, Malayalam, Bengali, Gujarati, Oriya, Punjabi, Assamese etc.
2. Regular incremental content (Type 1) when available to be translated and published daily in 22 regional languages as per schedule 8 of Indian Constitution – for example - Marathi, Tamil, Telugu, Kannada, Malayalam, Bengali, Gujarati, Oriya, Punjabi, Assamese etc.
3. The content shall be rendered into language of choice within the design structure which is same as source language Website and Mobile Application i.e., English Website and Mobile Application. This means that the source Website and Mobile Application shall be replicated in as-is format, in the localized version.
4. All the Content Type 1 translation to be done by an AI based system and the generated output to be checked and corrected manually by vendor, ensuring greater than 100% accuracy (as per Annexure 17), and the same may also be verified by User department.
5. The User Department would require access to the translation platform for proof-reading, vetting of contents and monitoring of progress.
6. The AI system output to be checked by vendor and User department in each iteration and corrected data set to be fed into AI system for re-training the model.
7. Vendor shall store and publish the verified translated contents in the available CMS, database, and the proposed platform.
8. The final translated content (including word count) to be certified by a third-party auditor based on the quality parameters defined in the scope and quality review certificate by the 3<sup>rd</sup> party auditor needs to be produced by the vendor. All the quality issues raised by the auditor will have to be fixed by the vendor before delivering the final content.
9. User department will approve the content to be translated for the manual vetting

#### 3.1.3 The Bidder shall adhere to the following points while delivering the content:

1. All translations (in any of the 22 languages) shall have 100% accuracy per page. For the purpose of determining accuracy, following parameters will be considered:

- a. Spelling accuracy
  - b. Accuracy in numbers, date, currency etc
  - c. Grammatical accuracy
  - d. Correct use of quotation and other punctuation marks, capitalization etc
  - e. Translation consistency
  - f. Glossary adherence (Glossary to be provided by user department)
  - g. Missing translation and omissions
  - h. Repeated words and double spaces
  - i. Code elements and tags
  - j. Language flow/style (Unless specifications specified by client)
2. All the Content Type 1 shall follow the quality check process post translation.
  3. The vendor shall ensure that all translated material is linguistically and culturally appropriate. Further, vocabulary, grammar, punctuation, style shall be appropriate to make the language reflects the target audience’s culture and society.
  4. Translation/conversion often affects lay out and may require more or less room depending on the target, besides affecting alignments from right to left and top to bottom. The bidder shall ensure the original English site layout is maintained, while translating into other Indian Languages.
  5. Timely performance review to be conducted. i.e., the Website and Mobile Application and mobile application performance (response time, load time etc.) shall not be affected post publishing the new translated contents.
  6. Any translated content or translation solution shall not cause any cyber vulnerability and regular cyber security audit to be conducted.
  7. Any incident of performance drop, and cyber security breach will attract penalty as per **Annexure 11**.
  8. For manually vetted translation activity, minimum 1,50,000 words/month in every language (as per user department discretion) will have to be delivered by vendor from the start of the project. Failing to meet minimum delivery objective will attract penalty as defined in Annexure 11. Delivery includes end to end translation of content, completed in all aspect as defined in the scope of work. This also includes storing and publishing of the vetted content (including 3<sup>rd</sup> party auditor certificate) in live Website and Mobile Application in 22 languages.
  9. Incremental content type 1 on Website and Mobile Application to be translated and published (in 22 languages) as per below table. This content shall also be vetted by vendor before publishing in the live.

<b>Number of words (excluding nouns and repeat words)</b>	<b>Timeline</b>
Up to 20000	24 hours
Up to 40000	3 days
Up to 60000	5 days
Up to 80000	10 days
Up to 100000	25 days
Up to 200000	50 days
Up to 300000	75 days

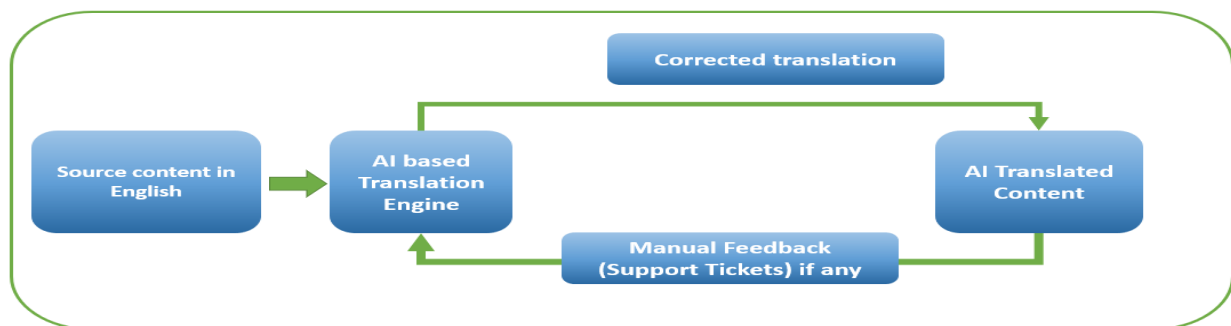
### 3.1.4 Quality:

1. Any standalone word which are not translated properly will be rejected. If more than 3% of words in any paragraph is rejected, it will be taken as a ground for rejection of the whole paragraph. Any error identified during the engagement will attract penalty as per **Annexure 11**
2. In case any word translation which is causing different meaning of a sentence then the whole sentence will be rejected. This means all the words appearing in that sentence will be considered as rejected. If more than 10% of sentences in any paragraph is rejected, it will be taken as a ground for rejection of the whole paragraph. Any error identified during the engagement will attract penalty as per **Annexure 11**
3. Decision making authority for approval and rejection is solely with user department.
4. Website and Mobile Application response time and load time shall not be affected and shall be as per the source Website and Mobile Application.
5. Quality parameters defined above shall also be followed by vendor quality assurance team and 3<sup>rd</sup> party auditor during review.

### 3.2 For Content Type 2

#### 3.2.1 Proposed Flow:

The proposed flow shall be-



#### 3.2.2 The scope of services shall include:

1. Website and Mobile Application contents including documents (Type 2) from Parliamentary Website and Mobile Applications to be translated/transliterated in 22 regional languages as per schedule 8 of Indian Constitution – for example - Marathi, Tamil, Telugu, Kannada, Malayalam, Bengali, Gujarati, Oriya, Punjabi, Assamese etc
2. Regular incremental content (Type 2) when available to be translated and published daily in regional languages as per schedule 8 of Indian Constitution – for example - Marathi, Tamil, Telugu, Kannada, Malayalam, Bengali, Gujarati, Oriya, Punjabi, Assamese etc
3. The Website and Mobile Application content shall be rendered into language of choice within the design structure which is same as source language i.e., English. This means that the source Website and Mobile Application shall be replicated in as-is format, in the localized version



4. All the Content Type 2 to be translated on real time basis by the AI based translation solution and no manual intervention from user department will be there.
5. The Content Type 2 translated content published and rendered on Website and Mobile Application which are being fetched from existing database table shall not use any extra storage for translated contents and the same will not be provided from client side.

### **3.2.3 The Bidder shall adhere to the following points while delivering the content:**

1. Typesetting, Formatting, Lay-Outing, Designing artworks of translated content as per supplied content
2. Translation/conversion often affects lay out and may require more or less room depending on the target, besides affecting alignments from right to left and top to bottom. The bidder shall ensure proper layout of the original English site, while translating into other Indian Languages.
3. Timely Performance testing to be conducted
4. Any translated content or process shall not cause any cyber vulnerability and regular cyber security audit to be conducted. The vendor needs to submit security audit report of Cert-In empanelled auditor for the solution.
5. Any incident of performance drop, and cyber security breach will attract penalty as per **Annexure 11**.

### **3.2.4 Quality:**

1. Website and Mobile Application response time and load time shall not be affected and shall be as per the source Website and Mobile Application.
2. The real time output of AI based translation engine must have a benchmarking BLEU score of 30-35%

### **3.3. Complete Solution including Translation management solution and Localization Platform:**

#### **Translation management solution: It includes-**

1. The solution shall provide automated real time AI based translation as per section 3.2 in scope of work for all 22 regional languages for the entire Website and Mobile Application content. The solution will translate and transliterate the type 2 content as mentioned in the scope of work for the entire Website and Mobile Application content being fetched from CMS and database including any backend data in real time using AI based translation engine.
2. The AI system output to be checked by vendor in each iteration and corrected data set to be fed into AI system for re-training the model.
3. Platform shall provide user interface where user department can review contents and provide feedback for retraining the AI model.
4. Platform shall provide user interface for raising support tickets, report incidents/issues, and track resolution of issues through dashboard.
5. Nouns will be transliterated not translated. The solution shall provide the count of nouns in the translated content.
6. Noun and repeat words will not be considered in the total word count for billing.

7. The translated content shall be SEO compatible.
8. Manual corrections done by vendor as per para no 3.1.3 (1) will be captured in the system and report will be generated on manual corrections per 10000 words for each language and to be shared with user department on monthly basis post go live.

**Localization Platform: It includes-**

1. The platform shall render localized Website and Mobile Applications in 22 regional languages. Vendor shall install required infrastructure and configure solution components (i.e., backend CMS or DB etc.) to render localized Website and Mobile Applications with translated content. The required infrastructure for hosting will be supplied by the vendor with no additional cost for the entire contract period. Physical space and electricity will be provided by user department.
2. Transliteration of content will be part of localization platform.
3. The platform will translate and transliterate the type 2 content as mentioned in the scope of work for the entire Website and Mobile Application content being fetched from CMS and database including any backend data in real time using AI based translation engine.
4. The platform shall also provide a dashboard to measure performance metrics like load and response time of the localized Website and Mobile Applications. User department will have access to the dashboard and can download Website and Mobile Application performance report. Failing to meet performance requirement as defined in the SLA in **Annexure 8** will attract penalty to the vendor as per the penalty clauses defined in **Annexure 11**.
5. The translated Website and Mobile Application shall be compatible with any browser, operating system, and mobile application and devices.
6. The platform shall also provide a Website and Mobile Application Analytics and Management dashboard to track and measure page views for the Website and Mobile Application in each language.
7. Multilingual virtual keypad shall be provided for typing as part of the solution. - This needs to be integrated in the user website, on which localization will happen.
8. Bidder shall also supply and configure a multi-lingual search tool on the Website and Mobile Application. This tool shall be enabled for underline debate PDFs in English and Hindi.
9. The proposed search tool shall be able to cross-reference searchable documents (.pdf, doc, html, etc) irrespective of the language of the query.
10. The proposed search tool will be multi- lingual (shall be able to search the origin language of the website). Example- the search query running in Bengali website should be able to fetch result in Bengali.
11. The search tool to have Bi-lingual search capability for searching documents as all the documents are either in English, Hindi or Mix of English and Hindi.
12. The proposed search tools shall be able to translate search phrases in real time and show results in documents from both languages. As an example, if the user searches for 'poverty', then documents carrying 'गरीबी' shall also be fetched and shown in the results.
13. The search tool shall be dynamic and not based on any keyword dictionary.
14. The platform shall be free of any cyber security vulnerability and vendor needs to regularly update OS and Solution patches as released by OEMs time to time. Vendor must submit a monthly report on cyber security assessment of the localized Website and Mobile Applications and patch update activities performed by the vendor. Any cyber

security incident(s) identified through independent security audit, or any other means will attract penalties for vendor as per the clauses defined in **Annexure 11**.

15. The content shall be easily deployable/integrated with the localized Website and Mobile Application irrespective of the web stack or CMS with minimal developer involvement.
16. The proposed solution shall be able to replicate all functionalities from the source Website and Mobile Application, including search features, without the need of additional coding/changes.
17. The proposed platform shall be compatible with Mobile app in Android and IOS and both Website and Mobile Application and Mobile app should always be in sync.
18. The real time output of AI based translation engine must have a benchmarking BLEU score of 30-35%

#### **3.4. Document translation services:**

The proposed solution shall have a function to upload documents with Hindi content / English content / Mixed of Hindi and English content and the solution shall translate as per table below:

Language of Source document	Language of target document
Hindi	Complete document in Any of 22 languages
English	Complete document in Any of 22 languages
Mixed (Hindi and English)	Complete document in Any of 22 languages

#### **The features include:**

1. The translation will be machine driven (using trained AI model for the user department as mentioned in section 3.3) and manually vetted
2. Vendor will provide a web portal to upload or share the documents by user department. The Documents can be uploaded manually or shared in bulk through api, ftp or any other suitable mechanism which vendor will provide.
3. The solution shall allow user to upload files in multiple formats like pdf, doc, docx, txt etc.
4. The user department shall have a choice to download the translated file and to select the file format while downloading the translated file
5. The translated file shall have the same structure, typesetting and formatting of the source file
6. Solution shall provide user interface where user can review contents and edit and save the document. The correction carried out by the user will be captured by the system to retrain the AI translation engine. The user will have the option to download the corrections carried out by the user during review. It is expected that the solution after retraining will not repeat the same occurrence.
7. Solution shall provide user interface for raising support tickets, report incidents/issues, and track resolution of issues through dashboard.
8. The translated and vetted documents will be managed, stored, and hosted by vendor in localized websites and the localized documents will be available in respective localized websites. The features of the localized websites will remain similar to source (English) website and to be managed in same way. Where the translation is from Hindi (Source Language) to English, in that case the English translated version will be managed by User department in the English website. However, as regards the source Hindi version, the same will be managed by vendor in Hindi website.
9. Vendor shall quote the price of the solution as per **Annexure 15**.

10. Vendor shall train the parliament resources in document translation solution and once user department approves on training completion only then it will be considered completed.
11. The real time output of AI based translation engine must have a benchmarking BLEU score of 30-35%
12. Vendor will be following the glossary provided by User department failing which will attract penalty as mentioned in **Annexure 8 and Annexure 11**
13. During the session period, the secretariat issues certain documents (List of Business, Bulletin I, bulletin II, Synopsis of Debate, questions lists etc.) on daily basis (generally issued in late evening). User department may require such documents to be translated in a shorter time frame (Max window of 6 hours from upload timestamp of the document) so that it is available to the MPs in multiple languages at the start of the next day of session. Bidder may refer Lok Sabha website for reference for such documents. Estimated range of pages for such documents may vary from 10-50 pages per document.

#### **4. Time Schedule**

1. No Bid will be accepted after the expiry of the time schedule of the tender as given in the GeM portal.
2. To allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, User Department, at its own discretion, may extend the deadline for the submission of bids.

#### **5. Eligibility Criteria of Bidder and OEM**

1. Eligibility Criteria is given in “**Annexure 1**”.
2. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in “**Annexure 1**”.
3. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted and all pages of the bid document shall be serially numbered.
4. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.
5. User Department reserves the right to ask any document or supporting documents at any stage of tender, if required.
6. All documents shall be submitted electronically in PDF format.
7. Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained. It is the responsibility of bidder to verify the authenticity of any third-party document being submitted as part of the eligibility requirements. EMD will be forfeited if any forged or false document is submitted.
8. Bid submitted by any bidder not fulfilling the eligibility conditions / criteria stipulated above, will not be considered.

## **6. Earnest Money Deposit (EMD)**

1. Earnest Money Deposit (EMD) of amount as given in “**Annexure 22: Earnest Money Deposit**” must be submitted in the form of Bank Guarantee valid for at least **45 days** beyond the bid validity period, from any Commercial Bank drawn in favor of

”

### **Beneficiary:**

**Drawing and Disbursing Officer, Lok Sabha**

**Room No. FB-045, Parliament Library Building, Computer (HW&SW)**

**Management Branch – Software Unit, Lok Sabha Secretariat, New Delhi-110001**

”

The format for Bank Guarantee is at **Annexure 23**.

2. Firms who are registered with MSME, NSIC under Single Point Registration Scheme or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption from furnishing the EMD.
3. The scanned copy of EMD/NSIC Certificate//MSME Certificate/Startup Recognition must be uploaded in the GeM portal along with Technical and Financial Bid as specified in the Tender document.
4. The valid NSIC Certificate, MSME certificate, Startup Recognition or Bank Guarantee of EMD amount must be also submitted physically before bid submission end date and time at Lok Sabha Secretariat office address as mentioned in the FACT SHEET, otherwise bids will be rejected.
5. Exemption from EMD will be provided for the all the bidders falling under exempt category as prescribed in the general terms and conditions of GeM portal as mentioned in the GeM Website and Mobile Application and given in **Annexure 25**. Documentary proof for the same must be uploaded by the bidders in the GeM portal as well as submitted physically at Lok Sabha Secretariat office address as mentioned in the FACT SHEET.
6. Scanned copy of the EMD shall be uploaded by bidders in the online bid and hard copy of the same will have to be submitted directly to Lok Sabha Secretariat within 5 days of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid by Lok Sabha Secretariat without making any reference to the bidders.
7. EMD submitted by the bidder shall be forfeited if the bidder:
  - i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading, or forged; or
  - iii. Fails to furnish requisite performance security within stipulated time required as per the tender document.

## **7. Performance Security**

1. Bidders who intend to participate in the tender needs to submit the Bid Declaration Form mentioned under **Annexure – 3**. Bids will be rejected in case the Declaration Form is not submitted along with the final bid document.

2. Successful bidder needs to submit Performance Security Deposit in form of a bank guarantee as specified in the **Annexure 13**. Performance Security Deposit will be forfeited incase the selected bidder is unable to deliver the work or fail to meet SLA as per the terms and conditions specified in this tender document.
3. For performance bank guarantee format required for Performance Security Deposit, please refer to **Annexure 24**.

## 8. Technical Bid

Details of services to be procured are given in **Annexure 14: Technical**. Vendor shall also see the **Scope of Work** and **Annexure 9: Deliverables** for the detail technical requirements of the tender.

Vendor shall prepare and submit the technical bid as per the format and requirements, and supporting documents specified in **Annexure 7**. Any deviation from that may lead to rejection of technical bids.

Vendor is expected to visit User Department before bid submission to assess the requirement on ground and accordingly prepare their approach and response to all technical requirements.

## 9. Financial Bid

Details for submitting Financial Bids are given in “**Annexure 15**”.

Vendor is expected to visit User Department before bid submission to assess the requirement on ground and accordingly quote for their services.

## 10. Pre-Bid Meeting and Assistance to Bidders:

1. Lok Sabha Secretariat shall hold a pre-bid meeting with the prospective bidders for any clarifications regarding tender technical specifications, tender terms, and conditions the schedule of which will be available in the GeM portal along with the tender.
2. Only Queries received, from the bidders, two days prior to the pre-bid meeting shall be addressed.
3. The queries can be sent to Lok Sabha Secretariat through email - [digitalansadpmu-lss@sansad.nic.in](mailto:digitalansadpmu-lss@sansad.nic.in)
4. Lok Sabha Secretariat will not be bound to clarify any query after the pre-bid meeting.
5. Bidders shall use following format to send their queries

S. No	Section No.	Clause No	Page No	Existing Provision in Clause	Clarification Sought

## **11. Bid Submission Process**

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

The bidders are required to submit soft copies of their bids electronically on the GeM Portal under the section of this tender as per the standard procedure and guidelines of GeM portal. Bidders are requested to visit GeM portal for all information related to Bid submission.

### **b. Preparation of Bids**

1. Bidder shall consider any corrigendum published on the GeM portal for amending tender document before submitting their bids.
2. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please carefully go through the details of the format and packets 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.
3. Bidder, in advance, shall get the bid documents ready to be submitted as indicated in the tender document/schedule. No bid will be accepted after last date of bid submission in any other medium apart from GeM portal.

### **c. Submission of Bids**

1. Bidder shall log into the GeM portal well in advance for bid submission so that they can upload the bid on time i.e., on or before the bid submission time.
2. The bidder must upload the required bid documents indicated in the tender document as per the bid submission mechanism in GeM portal.
3. Bidders are requested to note that they must submit their financial bids in the format provided and no other format is acceptable.
4. Bidder shall prepare the EMD as per the instructions specified in the tender document. The original shall be posted/ couriered to Lok Sabha Secretariat office location as given in the FACT SHEET or in person latest by the last date of bid submission or as specified in the tender documents however any loss of courier or post occurred by postal department will be considered as vendor liability.
5. The details of the DD/any other accepted instrument, physically sent, shall tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
6. The time indicated in GeM portal will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
7. Opening of technical and financial bid and the evaluation process will be as per the tender procedure of GeM portal and associated schedule of all such stems will be available in the GeM portal along with the tender.

## **12. Technical Evaluation Process**

1. Details of solution and Technical Specifications/requirement to be procured are given in **Scope of work** and “**Annexure 14 - Technical**”.
2. Only the Bids, conforming to the eligibility criteria, will be considered for further evaluation. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids based on technical parameters and features offered.
3. The TEC may ask short listed bidders to demonstrate their work methodology to carry out work as per the requirements given in **Scope of work** and in “**Annexure 14: Technical**” at the Parliament premises.
4. Bidders are advised to ensure that the proposed solution shown for evaluation conforms to all technical parameters and is a tested one and the same solution will be used during actual execution of the project in case the bidder is selected. Non-compliance of that will result in cancellation of purchase order and Performance Security Deposit will be forfeited.
5. For technical evaluation, bidders must ensure the availability of appropriate manpower, along with documentation required, from their organization for interacting with evaluation team. During evaluation, the solution/service as per tender specifications will be physically verified, tested for reliability, functionality and other features as decided by the TEC.
6. In case a bidder does not make the required manpower along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected. EMD of the bidder may be forfeited in that case.
7. During the technical evaluation, if bidder does not demonstrate the required solution/service as per tender specifications, then no subsequent opportunity will be given to the Bidder (s). Based on the demonstration/evaluation test results only, Bidders will be short listed.
8. Technical Bids will be evaluated as per “**Annexure 4: Technical Evaluation Mechanism for Bidders**”. However, Lok Sabha Secretariat reserves the right to amend / modify the evaluation procedure anytime in the overall interest of the Tender.
9. Bidder shall furnish a compliance statement (Pointwise) of specifications & features of offered solution with the Technical Bid.
10. The schedule of the technical bid opening and evaluation will be available in the GeM portal under the tender.

## **13. Evaluation of Financial Bid**

1. A duly constituted Finance Evaluation Committee will facilitate financial evaluation of bids.
2. Successful bidder will be selected as per the “**Annexure 6**”
3. Lok Sabha Secretariat may negotiate with the selected bidder in case the quoted rate is higher than the rate of similar product in existing Govt. empanelment/market rates.
4. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s).
5. However, the committee/its authorized representative and Lok Sabha Secretariat can make any enquiry/seek clarification from the bidders which the bidders must furnish within **2** days else bid of such defaulting bidders will be rejected.



#### **14. Additional Terms and Conditions (ATC)**

1. All bidders must fulfil the general term and conditions of the GeM portal as available in the GeM Website and Mobile Application and also attached (latest version) in **Annexure 25** of this tender document.
2. Terms and conditions mentioned under this section - “Additional Terms and Conditions (ATC)” will supersede the general terms and conditions of the GeM portal, in case of conflict.
3. Integrity Pact - Bidders must not indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related tender process in GeM portal. Bidders must agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal and mentioned in the general term and conditions of the GeM portal available in the GeM Website and Mobile Application and given in **Annexure 25** of this tender document.
4. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services to Lok Sabha Secretariat, shall invite all or any actions / sanctions, as the case may be, including forfeiture of Performance Security Deposit.
5. In the event of a selected vendor or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the Lok Sabha Secretariat, shall be passed on for compliance by the new company in the negotiation for their transfer.
6. The selection under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor shall not assign or sublet the contract or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of contract and forfeiture of Performance Security Deposit.
7. The decision of Lok Sabha Secretariat arrived during the various stages of the evaluation of the bids is final and binding on all bidders.
8. Printed/written conditions mentioned in the bids submitted by bidder will not be binding on Lok Sabha Secretariat.
9. Lok Sabha Secretariat may by written notice sent to the selected vendor; terminate the work order in whole or in part at any time of its convenience. The notice of termination will specify that termination is for Lok Sabha Secretariat’s convenience and the date upon which such termination becomes effective. Lok Sabha Secretariat reserves the right to cancel the remaining part and pay the amount for partially completed Services to the selected vendor.
10. Due to any unavoidable circumstances, if the vendor is not in a position to execute orders, Lok Sabha Secretariat shall be intimated the same with convincing justifications, at least three months in advance. Lok Sabha Secretariat will conduct enquiry about such claims and the availability of equivalent or better alternatives. The decision arrived at by Lok Sabha Secretariat in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. Performance Security Deposit of the selected bidder will be forfeited in such case.
11. The vendor shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time, so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from Lok Sabha Secretariat.

12. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the vendor. Lok Sabha Secretariat shall remain indemnified of any conflict of such nature arising between the agency and its employees. Lok Sabha Secretariat may ask the vendor to submit documentary proofs of such nature as and when need arises.
13. Outsourcing/Sub-contracting is not allowed for the purpose of participating in this tender, unless it is with reference to OEM, and they have to submit MAF (as per **Annexure 26**)
14. In case more than one entity form a consortium to bid for this tender then members (each entity) of that consortium must authorize one member as 'prime bidder' to act on their behalf in performing all the obligations towards user department under this tender, including without limitation the receiving of instructions and payments from user department.
  - a. The sole responsibility under this tender will be that of the prime bidder.
  - b. Prime bidder's business relationships with the other consortium members will be its responsibility solely.
  - c. Any conflict or disagreement within the consortium, at any point of time during the currency of the project, shall be resolved by Prime bidder in such a way that the project work is not affected in any manner with respect to any deliverable, milestone, and SLA as per the provisions of the tender. Any such conflict or disagreement shall not be invoked by the Prime Bidder to justify non-fulfillment of any of the obligations under this tender.
  - d. Notwithstanding anything contained in this tender document, all the members of the consortium, entrusted with responsibilities of this project, shall be jointly and severally responsible to the user department in respect of meeting the financial liabilities of the Prime bidder arising out of the Project.
  - e. Valid consortium agreement signed between consortium members must be shared.
15. As per CVC Circular No.03/01/12 dated 13.1.2012:
  - a. In this tender, either the Indian agent on behalf of the OEM (Original Equipment Manufacturer) or the OEM itself can bid but both cannot bid simultaneously.
  - b. If an agent submits bid on behalf of any OEM, the same agent shall not submit bid on behalf of another OEM.
16. The OEM needs to provide an undertaking as given in **Annexure 26**; in case of default in execution of project by the bidder, the OEM shall take full responsibility of execution and deliverable and service as per tender document.
17. Bidders/ OEM need to provide an undertaking in the form of Non-disclosure agreement as per "**Annexure 20: Non-Disclosure Agreement**".
18. In case of successful bidder defaulting, the next bidder (Scoring second highest final score as per **Annexure 6**) will be asked to match the rate (as per **Annexure 15**) of the successful bidder and so on. Doing so, if other bidders refuse to match rate of the successful bidder, the tender will have to be scrapped. The defaulting bidder may also be debarred from participating in any future Lok Sabha Secretariat tenders for a period of three years.
19. Bidders shall indicate their quote in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the financial quote written in words will prevail.
20. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same shall be obtained before submission of the bids.
21. Bidder shall furnish a point-wise compliance statement of specifications & features of offered service/solution with the Technical Bid. Deviations from technical specifications shall be furnished as per "**Annexure 2: Statement of Deviations from Technical**

**Specifications".** No deviations in terms and conditions of the tender document will be accepted in any case.

22. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway and EMD of such bidder shall be forfeited.
23. Successful bidder will be worked out as per the procedure given in “**Annexure 6**”.
24. Ambiguous bids and bids not submitted as per the specified format and nomenclature will be out rightly rejected.
25. Tender process will be over once the GeM contract is awarded to the selected bidder. Thereafter, information submitted by the participating bidders before and during the bidding process may be put by Lok Sabha Secretariat in the public domain. However, Competent Authority may exercise the privilege given under Right to Information Act Section 8(1) (d) which says, “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
26. The selected vendor or its deployed manpower will not, without Lok Sabha Secretariat’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of Lok Sabha Secretariat in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for warranty purposes of such performance.
27. Vendor shall ensure continuation of the deployed manpower in the project throughout the project duration. Vendor shall avoid replacement of human resource unless it is absolutely necessary.
28. The word ‘Day/s’ mentioned anywhere in this tender document means working days only.
29. During the project, vendor’s AI model for translation will be implicitly trained with Parliament data. Vendor must ensure that, this trained model is not used by vendor in any other purpose other than matters related to this project without prior permission of Parliament of India (Lok Sabha Secretariat). Violation of this will invite legal action and blacklisting of the bidder.

## **15. Placing of Purchase Orders**

1. Lok Sabha Secretariat will place Purchase Order to the selected bidder.
2. The Purchase order will be placed to the selected vendor in hardcopy format or in softcopy mode through e-mail containing the scanned copy of the Purchase Order.
3. Objection, if any, to the Purchase Order must be reported to Lok Sabha Secretariat by the selected bidder within two (2) working days counted from the date of issuance of Purchase Order for modifications, otherwise it is assumed that the selected bidder has accepted the Purchase Order in totality.
4. If the selected bidder is not able to start the work and report to the work location along with equipment and required manpower within three (3) days of issuance of the Purchase Order, Lok Sabha Secretariat may cancel Purchase Order and additionally the case will be referred to higher authorities for examining forfeiture of EMD / Bank Guarantee and initiating legal action.

## **16. Acceptance Process**

1. Deliverables shall meet all the requirements mentioned in the detailed scope in **Section 3**.
2. Vendor must provide access to the users to check translated content

3. User branches may verify the output either by random sampling or all content
4. User department will conduct UAT for the localization platform and document translation solution for acceptance approval. Vendor will incorporate all the UAT comments by user department. Vendor shall clearly define timeline for UAT in proposed workplan. Vendor will provide support during UAT process.
5. Vendor may ensure the availability of support staff to facilitate the user acceptance review by user branches.
6. A third-party auditor will verify all the deliverables as per **Annexure 17** and deliverables will be accepted and payment will be done based on audit report. Any findings of error and non-compliance will attract penalty as per **Annexure 11**.
7. Lok Sabha Secretariat reserves the right to reject any deliverable if found unsuitable and/or not conforming to the approved specifications or quality criteria.
8. On completion of aforesaid acceptance process and submission of work completion certificate as per Annexure 18 by the vendor, the deployment will be considered as successful.
9. The successful deployment is independent of the document translation task completion because department may ask the vendor to translate the documents selectively.

## **17. Delivery and Penalty**

### **a. Delivery**

1. Once contents are translated and vetted, they will be published in live Website and Mobile Application.
2. In addition to point 1, for details of deliverables, please refer to **Annexure 9**.

### **b. Penalty**

1. Delivery shall be done as per the schedule defined in **Annexure 10**.
2. Penalty will be imposed on vendor on the account of delay from the given schedule in terms of delivery of work.
3. Please refer to **Annexure 11** for penalty clauses under different categories. Operational penalties will be independent of delivery related penalty.

## **18. Payment Process**

1. Payment will be processed as per the “**Annexure 12: Payment**”.
2. A pre-receipted bill (three copies), along with original excise duty gate pass (if applicable) and other relevant documents and Bank Guarantee (BG) for Performance Security Deposit shall be submitted in the name of **Lok Sabha Secretariat** as per the clauses in “**Annexure 12: Payment**”.
3. Government levies if payable, will be reimbursed on actuals, for which Vendor must submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.
4. Payments shall be subject to deductions of any amount for which the Vendor is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act and any other taxes.
5. All payments will be made through **RTGS only**.
6. In case the submission of bills to Lok Sabha Secretariat, along with the necessary documents is delayed by the bidder beyond 30 days from the date of issue of bill or deliverables etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities will be borne by Vendor so that Lok Sabha Secretariat

is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to the Vendor.

## **19. Delivery Schedule**

1. Schedule for submission of workplan and delivery of other work items is mentioned in “**Annexure 10: Delivery Schedule**”.
2. The Department expects the vendor to deliver the items as mentioned in the scope of work within 6 months of the issuance of letter of intent.

## **20. Warranty Support and Service Level Agreement (SLA)**

1. Vendor will provide warranty support for 3 years for the all the contents, infra and services as mentioned in the scope of work for no additional cost as per the terms mentioned in **Annexure 8 – Warranty Support**.
2. During the warranty support period vendor also needs to maintain the service level as defined in **Annexure 8 – Warranty Support**. Failing to meet service level will attract penalty as per the terms defined in the SLA. Penalty amount as applicable as per SLA will be deducted from the balance amount payable and Performance Security Deposit.
3. Any SLA clause related to scope of work and deliverables can be added or modified during the contract period as per user discretion

## **21. Project Monitoring Committee**

At the start of the project, Lok Sabha Secretariat will constitute a Project Monitoring Committee to oversee the project execution and performance of the vendor. Project Monitoring Committee will do day to day co-ordination with vendor for successful execution of the project.

Project Monitoring Committee will review the deliverables. Lok Sabha Secretariat shall issue the completion certificate (Part 1 and Part 2) upon completion of all required task as per the tender document and post successful delivery as per the recommendation of the committee.

Project Monitoring Committee will also verify the timely delivery of deliverables as per tender document and recommend if penalty is to be levied on the vendor as per the Penalty terms and conditions.

Project Monitoring Committee will also verify the SLA compliance by the vendor and recommend if penalty is to be levied on the vendor as per the SLA terms and conditions.

## **22. Change Request**

During the project tenure, vendor may be required to make customization as per the requirement of user department which is outside the scope of work. For that vendor may raise change request.

1. Change Request effort shall be shared with user department within 7 days of intimation.
2. Change Request shall only be considered after approval from Department.
3. On approval of Change Request, vendor may start the work.
4. The change request value should not exceed 20% of the total project value.

## **23. General Conditions of Contract**

Bidders must fulfil the general terms and conditions of the GeM portal as available in the GeM Website and Mobile Application and also attached (latest version) in **Annexure 25** of this tender

document. Along with that, below mentioned general conditions of the contract will have to be fulfilled.

#### **a. Dispute Resolution**

In the event of a dispute or difference, of any nature whatsoever, between the two parties (Vendor and Lok Sabha Secretariat), the same will be first escalated to the top management of the two parties for appropriate resolution. If still unresolved, the same will be referred for arbitration of a Sole Arbitrator if the parties mutually agree upon one failing which to a Board of Arbitration. This board will comprise of three arbitrators. Both the parties will each nominate an arbitrator to the Board and these arbitrators will appoint the third.

The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings will be carried out at New Delhi, India and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties

The “Arbitration Notice” shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **b. Applicable Law**

1. The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
2. All disputes in this connection shall be settled in Delhi jurisdiction only.
3. Lok Sabha Secretariat reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. It will not be under obligation to give clarifications for doing the aforementioned.
4. Lok Sabha Secretariat reserves the right to modify/relax any of the terms & conditions of the tender by declaring/publishing such amendments in a manner that all prospective vendors/parties to be kept informed about it.
5. Lok Sabha Secretariat without assigning any further reason can reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect.
6. All procedure for the purchase laid down in GFR shall be adhered-to strictly by the Lok Sabha Secretariat and Bidders are bound to respect the same.
7. The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and

enactment made from time to time concerning such commercial dealings/processing. Such as, every act of the successful bidder/vendor, needs to be in accordance with Information Technology Act 2000.

**c. Termination for Insolvency**

1. Lok Sabha Secretariat may at any time terminate the purchase order by giving four weeks written notice to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

**d. Termination for Default**

1. Default is said to have occurred
  - i. If the vendor fails to accept the Purchase Orders.
  - ii. If the vendor fails to execute purchase order in time schedule given/extended by Lok Sabha Secretariat.
  - iii. If the vendor's execution performance is not satisfactory even after repeated reminders to improve.
  - iv. If the vendor fails to perform any other obligation(s) under the contract
2. If the vendor defaults on any of above circumstances, its EMD or Performance Security Deposit (as applicable) received against purchase order will be forfeited and purchase order will be cancelled.
3. Lok Sabha may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to the undelivered goods and services and defaulting vendor shall be liable to compensate Lok Sabha Secretariat for any extra expenditure involved towards the procured goods and services to complete the scope of work in totality or 10% of the work order as cancellation charges whichever is higher.

**e. Indemnity**

1. The Selected Agency/Vendor shall indemnify Lok Sabha Secretariat from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Contract period out of:
  - Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or.
  - Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
  - Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
2. The Selected Agency/Vendor shall also indemnify the Lok Sabha Secretariat against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
3. Lok Sabha Secretariat stand indemnified from any employment claims that the hired manpower / agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders.

4. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

**f. Refund of EMD and Performance Security Deposit**

The Earnest Money Deposit (EMD) without any interest accrued will be refunded as follows:

1. In the case of those bidders who fail to qualify the eligibility criteria, the Earnest Money Deposit (EMD) will be refunded, without any interest accrued thereafter.
2. In the case of those bidders who are not selected, the EMD will be refunded, without any interest accrued, within 15 days after the award of GeM contract or expiry of bid validity, whichever is earlier
3. For the selected Vendor, EMD will be refunded, without any interest accrued within 15 days after the receipt of Performance Security Deposit
4. Performance Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of Lok Sabha Secretariat, will remain valid for a period of sixty (60) days beyond the date of successful completion of all the contractual obligations of the vendor including warranty support obligations.
5. On completion of satisfactory contract and warranty support obligations as defined in this tender document, the Performance Security Deposit without any interest accrued shall be released to the vendor after ascertaining that satisfactory support has been provided during the warranty period.

**g. Liability of the Selected Agency/Vendor**

1. Except conditions enumerate in Indemnity clause, the damage caused by the selected Vendor/ Agency to Lok Sabha Secretariat under any work order issued pursuant to this tender, the selected agency shall be liable to Lok Sabha Secretariat for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of contract, that can be levied on the Vendor/ Agency shall not exceed the total contract value of the work entrusted to them.
2. Selected Vendor/Agency shall be liable for all acts of omission and commission by its employees deployed under this contract and Lok Sabha Secretariat stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.

**24. Blacklisting:**

An undertaking (self-certification in company's letterhead) is to be submitted, as per format provided, **Annexure 21**.

(i) The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by Lok Sabha Secretariat or any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc.

Or(ii) The Bidder, in the last three years, was blacklisted or debarred by Lok Sabha Secretariat, or any other Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. for a period of \_\_\_\_\_ months /years w.e.f. \_\_\_\_\_. The period is over on \_\_\_\_\_ and, as on the date of bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders”.



Note: The Bidder who fulfils either of the above criteria would be eligible for bidding”

## **ANNEXURES**

## Annexure 1: Eligibility Criteria

### Eligibility Criteria for the Bidders:

S No	Basic Requirement	Specific Requirements	Documents Required
1.	<b>Legal Entity</b>	The Bidder (Prime bidder in case of a consortium) shall be registered in India under the Indian Companies Act, 1956 as amended in 2013, shall have registered offices in India and shall have been in existence for at least last 3 financial years as on 31st March 2022.	a) In case of Company: <ul style="list-style-type: none"> <li>• Certificate of Incorporation / Company Registration Certificate.</li> <li>• Memorandum and Articles of Associations.</li> <li>• Valid GST Registration Certificate.</li> <li>• Copy of latest filed ITR</li> <li>• PAN card copy</li> </ul>
2.	<b>Financial strength</b>	The bidder (Prime bidder in case of a consortium) shall have a minimum of 2 <b>Crores</b> as an average annual turnover during preceding 3 financial years  Income Tax Return of the last 3 Financial Years.  Certificate to effect of paying minimum wage to employees.	<ul style="list-style-type: none"> <li>• Extracts from the audited Balance sheet and Profit &amp; Loss.</li> <li>• Certificate from the Chartered Accountant (CA) regarding turnover</li> </ul> <ul style="list-style-type: none"> <li>• ITR Copy</li> <li>• Self-Certificate</li> <li>• Self-Certificate</li> </ul>
3.	<b>Experience of similar assignment</b>	The Bidder (Prime bidder in case of a consortium) must have successfully executed or is executing at least 2 projects (during last 5 financial years ending Mar'2022) involving multi-language localization solution of value more than 50 lakhs INR per project.	Copies of the work order/Completion certificate and proof of payments for these projects
4	<b>Certifications</b>	ISO 9001 ISO 27001	Copy of valid certificate

5	<b>Debarment /Blacklisted</b>	The bidder (Prime bidder in case of a consortium) shall not be in the active debarred list 1. Published by Central Public Procurement Portal. or 2. Procuring Ministry/ Department	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list published by Central Public Procurement Portal. or Procuring Ministry/ Department.
6	<b>Manpower Strength</b>	Company shall have regular manpower strength of at least 25 employees. The company shall also have at least 1 dedicated professional translator and 1 validator for each language offerings	HR certificate  Submission of PF/ESIC registration and PF compliance is mandatory.  Resume of the Professional translator and validator needs to be shared.
7	<b>OEM Partnership</b>	The Bidder (if not OEM itself) shall be an authorized Partner of the offered/proposed OEM.	Bidder needs to submit signed MAF (as per <b>annexure 26</b> ).  Also, Bidder needs to submit OEM eligibility criteria compliance sheet as mentioned below.

#### Eligibility Criteria for the OEM

Sl. No	Eligibility Criteria	Reference details / Documentary evidence
1	The OEM shall have the complete end-to-end solution available in 22 languages (as per schedule 8 of constitution) on the date of bidding for the RFP	Self-certification from the authorized signatory. Client may call for a PoC, if required, at their discretion.
2	The Proposed solution shall have a readily available translation management tool, having a minimum number of 100 translators hosted on the same.	Self-certification.
3	The proposed solution (at least its major components) shall be running in a minimum of 2 (two) projects. The OEM / Solution provider shall also produce minimum 2 POs (POs in the capacity of OEM) of value more than 50 lakh per project to establish their credentials.	Copy of purchase order and completion certificate
4	The OEM for the proposed solution shall have a development centre in India, with not less than 25 employees on its rolls, working on the translation development projects.	Self-certification from authorized signatory.

5.	OEM shall not be in the active debarred list published by Central Public Procurement Portal and/or Procuring Ministry/ Department.	A Self Certified letter that the OEM (or any of its successor) is not in the active debarred list published by Central Public Procurement Portal. or Procuring Ministry/ Department.
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**Notes:**

1. If OEM and bidder participating in the bid is one and the same entity, then that entity (OEM/Bidder) needs to meet eligibility criteria of both bidder as well as OEM.
2. Exemption for Startups - Firms who are registered with NSIC (National Small Industries Corporation) under Single Point Registration Scheme or Startups (for items mentioned in “Scope of work” and “Annexure 14: Technical”) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from eligibility criteria mentioned in S No – 1,2,3,4 and 6 mentioned in the above **Eligibility Criteria for the Bidders**. In such cases, an attested copy of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption.
3. The valid NSIC Certificate, Startup Recognition must be also submitted physically before bid submission end date and time at Lok Sabha Secretariat office address as mentioned in the FACT SHEET, otherwise bids will be rejected
4. Bidders have to fill the above annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria.
5. Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility. Bidders may be asked to show all required documents from the bid to justify his/her eligibility on day of opening the bid itself.
6. In case of consortium, Prime bidder must submit valid consortium agreement signed among members of the consortium.
7. In case of name change of the agency, name change certificate with the corresponding memoranda of articles needs to be included along with the PAN and other relevant documents in the new name of the agency.

**Signature of Bidder (with seal)**

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

**Signature of OEM (with seal)**

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

**Annexure 2: Statement of deviations from technical specifications**

**(Please also submit separate line items for each item mentioned in the Technical Compliance table in Annexure 14: Technical)**

<b>LINE ITEM</b>	<b>DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING</b>	<b>DEVIATION IN THE OFFER</b>	<b>BRIEF REASON FOR THE DEVIATION</b>

**Signature of the Bidder Name**  
**Date Place**  
**Company Seal**

**Annexure 3: Bid Declaration form**

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

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a. has withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the tender document.

I/We understand this Bid Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: **(insert signature of person whose name and capacity are shown)**

in the capacity of **(insert legal capacity of person signing the Bid Declaration)**

Name: **(insert complete name of person signing he Bid Declaration)**

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)**

#### Annexure 4: Technical Evaluation Mechanism for Bidders

Technical bids will be evaluated by Technical Evaluation Committee (TEC) on below given points and as per table mentioning marking points:

1. The Bidders have to comply all the technical specifications/requirements for each item.
2. Certified technical specifications, compatibility matrix, functionality, and reliability test report as applicable for each item shall be enclosed with the technical bid.
3. Selected vendor must deploy/use the same solution and equipment/ product during the project which they will have to demonstrate to the User Department during technical evaluation process.
4. Response to the bid should be given in the format specified in the RFP with proper ordering and indexing of all information. Proposals submitted in other formats will be rejected. Vendors are advised to submit all the relevant documents in a merged PDF serially as mentioned in technical evaluation checklist in Annexure 4 table. For each point in the technical evaluation vendor must provide the information which will then be followed by supporting document in the order given in technical evaluation checklist.

<b><u>Technical Evaluation (Minimum Qualifying score is 70)</u></b>				
<b>*****</b>				
S. No	Criteria	Basis for valuation	Max Score	Supporting
<b>I.</b>	<b>RELEVANT STRENGTH of the Bidder</b>		<b>40</b>	
<b>1</b>	Experience of the Bidder in multiple Indian regional language translation	<p>The Bidder must have executed at least 2 projects.</p> <p>Further Bidder will be scored as below based on their experience of translation in multiple Indian regional languages in 2 or more projects –</p> <p>1 mark will be awarded for each language and max score can be scored is 10</p>	10	Work order and completion certificate copy clearly mentioning list of languages
<b>2</b>	Certifications	<p>ISO 9001 -2 marks</p> <p>ISO 27001- 3 Marks</p>	5	Copy of relevant certificates

3	BLEU score of AI based translation engine (Vendor needs to share score for Hindi, Assamese, Bengali, Gujarati, Marathi, Tamil, Telugu, Kannada, Malayalam, Oriya, Punjabi. For languages Kashmiri, Konkani, Manipuri, Nepali, Sanskrit, Sindhi, Urdu, Bodo, Santhali, Maithili, Dogri - Will go by industry best practices.)	The score must be 30-35% or above to be made eligible for bidding.  30-35%- 3 Marks 36-50%- 4 marks More than 50%- 5 marks	5	Valid and certified document to be submitted by vendor along with technical bid.
4	Experience in similar assignment - The bidder shall showcase at least two projects involving AI based language translation and transliteration in multiple local languages. Bidder shall provide client details and arrange a virtual meeting with the client for verification of the project related details and will submit relevant certificate from competent authority of client organization.	Projects should be executed in recent past and must involve AI based solution.  Bidder shall showcase the strength of the solution, quality and accuracy of machine translation and machine transliteration in respect of the submitted projects.  Maximum 10 marks for each project (Max 2 projects) experience to be showcased by vendor	20	Copies of the work order and Completion certificate. Along with value addition and client feedback
<b>II. APPROACH &amp; METHODOLOGY for evaluation of Bidder</b>		<b>60</b>		
5.	Understanding of the user requirements and Demonstration of the solution	Qualitative assessment based on demonstration of understanding of the user requirements through:  <ul style="list-style-type: none"> <li>• End to end solution with clearly defined steps covering the entire translation lifecycle workflow as per the scope of work– 10 Marks</li> <li>• Translation capability in</li> </ul>	40	Detailed write up and demonstration/ POC covering all aspect of the proposed solution  Response to the technical compliance sheet



		<p>Different languages– 10 Marks</p> <ul style="list-style-type: none"> <li>• Transliteration capability in different languages– 10 Marks</li> <li>• Document Translation capability in different languages– 10 Marks</li> </ul>		given in <b>Annexure 14</b> will also be evaluated.
6.	Approach and Methodology to perform the work in this assignment including Project work break down structure.	<p>Understanding of the objectives of the assignment: The extent to which the bidder’s approach and work plan responds to the objectives indicated in the Scope of Work, quality, delivery, and timeline requirements.</p> <p>Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference.</p>	10	Detailed write up on approach and methodology with work plan.
7.	Manpower Resource Quality	Educational qualification and experience of the key resources and translators deployed to manage the project.	10	Resource Profile

**Signature of Bidder (with seal)**

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

**Signature of OEM (with seal)**

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

### Annexure 5: Validity

S. No.	Item	Value
1	Validity of bids	180 days
2	Validity of Contract	Three years from the date of first work order and same will be reviewed every quarter.
3	Warranty and Support	As per <b>Annexure 8</b>
4	Extension	on mutual consent quarterly basis

## Annexure 6: Selection Procedure (QCBS)

Successful bidder will be selected as below:

Selection of bidders will follow Quality Cost-Based Selection (QCBS) method in a **70:30** ratio for Technical and Financial score for deriving final score for each eligible bidders and selecting the successful bidder with the highest final score.

After the technical evaluation, technical score (**T<sub>x</sub>**) will be provided to all the eligible bidders (who clear eligibility criteria) as per the scoring mechanism defined in **Annexure 4**. If the highest technical score is **T(max)**, then the normalized score (**T\_Norm**) for all bidders will be calculated as below –

Name	Actual Score ( <b>T<sub>x</sub></b> )	Normalized Score ( <b>T_Norm</b> )
Bidder 1	T(max)	100
Bidder 2	T2	100x(T2/T(max))
Bidder 3	T3	100x(T3/T(max))
Bidder 4	T4	100x(T4/T(max))
So on.....		

Similarly, after the financial evaluation, financial score (**F<sub>x</sub>**) will be provided to all the eligible bidders (who clear technical round). If the lowest quoted price (rate quoted in Financial proforma i.e. **X** as defined in **Annexure 15**) is **F(lowest)**, then the normalized score (**F\_Norm**) for all bidders will be calculated as below –

Name	Actual Score ( <b>F<sub>x</sub></b> )	Normalized Score ( <b>F_Norm</b> )
Bidder 1	F(lowest)	100
Bidder 2	F2	100x(F(lowest)/F2)
Bidder 3	F3	100x(F(lowest)/F3)
Bidder 4	F4	100x(F(lowest)/F4)
So on.....		

Final Score for bidders will be calculated as below:

$$\text{Final Score (C_Final)} = (0.7) \times (\text{T_Norm}) + (0.3) \times (\text{F_Norm})$$

Bidder whose final score (**C\_Final**) will be highest, will be chosen as the successful bidder.

Note: In case successful bidder defaults or doesn't sign contract or doesn't deposit Performance Security Deposit as per the timeline, then the bidder scoring second highest final score will be asked to match the financial quote (as given in **Annexure 15**) of the successful bidder and so on. Under such scenario, user department may also scrap the bid process all together in case suitable agency is not found. User department reserves the right to take the final decision on this matter.

## Annexure 7: Bid Submission

The Online bids (complete in all respect) must be uploaded online in GeM portal as below: -

1. Bidder shall adhere to the timelines as mentioned in GeM portal under this tender.
2. Bids submitted in GeM portal will be only considered for the tender opening process and further evaluation.
3. Incomplete bids will be rejected straight away and will not be considered.

The Online bids shall be submitted in GeM portal as under with mentioned packets/folders:

<b>Packet-1</b>	<p>The file shall be saved in a PDF version and marked as: <b>“Parliament Localization Solution_EQ_Packet_1_&lt;Bidder’s Name&gt;.pdf”</b> and shall comprise of the following items:</p> <ol style="list-style-type: none"><li>1. Scanned copy of Covering Letter as mentioned in <b>Annexure -21</b></li><li>2. Scanned copy of EMD (as per <b>Annexure 22</b>) or Relevant Registration Certificate incase claiming exemption from EMD for the functional area(s) for which bid is being submitted. (Format of BG must be as per Lok Sabha Secretariat’s format attached in this tender in <b>Annexure 23</b>).</li><li>3. Scanned copy of duly filled <b>Bid Declaration Form</b>.</li><li>4. MAF as per <b>Annexure 26</b></li><li>5. Document Checklist (To be prepared on letter head)</li><li>6. Duly filled compliance sheet as per Eligibility Criteria in <b>Annexure 1</b>.</li><li>7. Supporting documents required as per Eligibility Criteria in <b>Annexure 1</b>.</li><li>8. Duly filled compliance sheet as per Technical Eligibility Criteria followed by Supporting documents in a single document as per <b>Annexure 4</b></li><li>9. <b>The bank details</b> as mentioned in <b>Annexure 16: Bank Details</b>).</li><li>10. <b>Bidder and OEM</b> to submit NDA as per <b>Annexure 20</b></li></ol> <p>The PDF file not containing the above documents or containing the technical or financial bid in explicit / implicit form will lead to rejection of the bid.</p>
<b>Packet-2</b>	<p>The file shall be saved in a PDF version and marked as: <b>“Parliament Localization Solution_TQ_Packet 2_&lt;Bidder’s Name&gt;.pdf”</b> and shall comprise of the following items:</p> <ol style="list-style-type: none"><li>1. Document Checklist (To be prepared on letter head)</li><li>2. Statement of Deviation as per <b>Annexure 2: Statement of deviations from technical specifications</b>.</li><li>3. Technical bid covering all the Technical Evaluation Criteria in the order given in <b>Annexure 4 - Technical Evaluation Mechanism for Bidders</b>. This shall include the below –<ol style="list-style-type: none"><li>i. Compliance sheet table pertaining to each Technical Evaluation criteria</li><li>ii. Detailed technical write-up and supporting documents highlighting each item in the Technical Evaluation criteria in separate sections.</li></ol></li></ol>

	<ul style="list-style-type: none"> <li>iii. Compliance sheet on the technical features of the solution as given in <b>Annexure 14.</b></li> <li>iv. Other information and supporting document relevant to the scope.</li> </ul> <ul style="list-style-type: none"> <li>4. Any other information required as per tender document.</li> <li>5. The PDF file not containing the above documents will lead to rejection.</li> <li>6. It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in the packet.</li> <li>7. Bid documents shall be digitally signed by the authorized signatory of the company. In case the bid is signed by anyone other than the authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</li> <li>8. All pages of the bid being submitted must be sequentially numbered.</li> </ul>
<b>Packet-3</b>	Bidders are required to upload the financial bid as per the format specified in <b>Annexure 15 – Financial Bid Proforma.</b>

### Hardcopy Submission

The bidder is required to submit the envelopes as required in the table below to the address mentioned in the “FACT SHEET” on or before the last date & time of submission of bid.

<b>Envelope – 1</b>	<p>The envelope shall be superscripted as “<b>EMD &lt;Bidder Name&gt;&lt; Tender No.&gt;</b>” and shall comprise of the following:</p> <ul style="list-style-type: none"> <li>• Original Covering Letter as per <b>Annexure 19</b></li> <li>• EMD/ Copy of Relevant Registration Certificate incase claiming exemption from EMD</li> <li>• Original Power of Attorney/ Copy of Board Resolution in the name of person signing the bid</li> </ul>
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## Annexure 8: Warranty Support and Service Level Agreement (SLA) –

1. Vendor will provide warranty support for 3 years for the all the contents and services as mentioned in the scope of work for no additional cost.
2. During the warranty support period vendor also needs to maintain the service level. Failing to meet service level will attract penalty as per the terms defined in the SLA. Penalty amount as applicable as per SLA will be deducted from the Performance Security Deposit.
3. For Any issue related to both Content Type 1 and 2, there will be ticketing system where user will raise a ticket and vendor needs resolve the same as per below SLA mentioned in the table
4. Vendor will deploy adequate support manpower on premises for O&M phase to maintain SLA

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to Lok Sabha Secretariat for the duration of the warranty support period as mentioned above.

Vendor will maintain the service level throughout the warranty support period and failing to meet the same will attract penalty as per the below SLA terms. Penalty will be deducted from the Performance Security Amount.

The bidder shall adhere to the SLA requirements as specified in the table below:

Sl No	Severity	Issue Description	Resolution Time	Penalty
1.	High	Delay in delivery of incremental Content Type 1 that are to be translated and published in live Website and Mobile Application as per the timeline given in scope of work.	As per section 3	<b>INR 5000/-</b> per hour for every hour of delay in delivery.  Maximum penalty amount accrued will be <b>25%</b> of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.
2.	High	Localized Website and Mobile Applications, platform is not operational.	8 hours	<b>INR 5000/-</b> per hour for every hour of delay in resolution of the issue.  Maximum penalty amount accrued will be <b>25%</b> of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.

3.	High	Any of the solution component (AI based translation engine) is not operational.	8 hours	<p><b>INR 5000/-</b> per hour for every hour of delay in resolution of the issue.</p> <p>Maximum penalty amount accrued will be <b>20%</b> of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.</p>
4.	High	<p>Localized Website and Mobile Applications are operational but has major performance issues as indicated below –</p> <p>Generally, web page load and response time shall be within 3 secs.</p> <p>Web page performance statistics shall be captured in the performance dashboard of the proposed solution as defined in the scope of work.</p> <p>If web page load and response time is persistently high beyond the acceptable level, then vendor needs to act on the issue immediately.</p>	8 hours	<p><b>INR 5000/-</b> per hour for every hour of delay in resolution of the issue.</p> <p>Maximum penalty amount accrued will be <b>20%</b> of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.</p>
5.	High	<p>Any major security issue identified through independent security audit performed by third party.</p> <p>Vendor needs to address all the findings of the security audit in a timely manner.</p>	8 hours	<p><b>INR 5000/-</b> per hour for every hour of delay in resolution of the issue.</p> <p>Maximum penalty amount accrued will be <b>10%</b> of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.</p>

6	High	Document translation solution not operational or the Document translation solution is operational but having major issues in key functionalities.	8 Hours	<b>INR 5000/-</b> per hour for every hour of delay in resolution of the issue.  Maximum penalty amount accrued will be <b>10%</b> of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.
7	High	Number of incidents reported of the nature (SI No 2,3,4,5,6 of this table) are more than 2 incidents in a week in each category.	NA	<b>Penalty of INR 25000/- per incident</b> to be levied.
	High	Translation and transliteration mistakes vis a vis glossary as provided by user department	NA	<b>Penalty of INR 10000/- per incident</b>
	High	Repeat instances of Translation and transliteration mistakes	NA	<b>Penalty of INR 10000/- per incident</b>
8	High	Gradual dip in manual corrections done on machine translated content in each language.  This will be calculated based on the decrease in number of manual corrections made on the machine translated content (Refer 3.3 (8))  Number of corrections done per 10000 words in each language in first quarter post go live will be taken as base for first year.  Vendor can choose between two options: 1) 2.5% dip in each quarter vis	Vendor can submit quarterly report for quarterly result or yearly report for yearly result  If a vendor fails meet target 1 in any one of the initial four quarters, then vendor has to meet	<b>Penalty will be levied on failing to meet both target 1 and 2</b>  <b>Penalty will be levied after 1 year post go live.</b>  <b>Penalty of INR 1000000/- per month will be charged till the period the vendor meets target 2</b>



		<p>a vis previous quarter for four consecutive quarters or  2) 12% dip in each year. (The base for subsequent year will be taken as 12% dip on base for the previous year.)</p> <p>The above-mentioned SLA condition will be reviewed after 1 year and can be modified with mutual consent</p>	target 2	
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Note- “Hours” mentioned in the above table is not working hours but only hours. Support duration is 24X7.

Note- The above-mentioned SLA can be modified by user department in consultation with the vendor.

Note- Any SLA clause related to scope of work and deliverables can be added or modified during the contract period as per user discretion

### Annexure 9: Deliverables

S. No.	Description	Requirements
1	Delivery of translated Contents Type 1 as one-time activity to publish in main Website and Mobile Application of parliament.	<p>Accuracy of translation shall be as per specifications defined in the tender document must be ensured by Vendor through a systemic process as defined</p> <p>Final delivery of the translated contents will be accepted in batches after end-to-end processing as defined in scope of work.</p> <p>Delivery will be accepted post issuance of third-party audit certificate for the delivered translated content and publishing of the content in live Website and Mobile Application. User department will issue completion certificate (As per Annexure 18).</p>
2	Delivery of Content Type 1 that are changed daily or incremental basis to be translated and published as per para 3.1.3 in the Scope of work.	<p>Vendor will prepare and submit a SOP to identify incremental changes, translate and publish the same on the live Website and Mobile Application.</p> <p>Accuracy of translated content shall be as per specifications defined in the tender document and must be ensured by the Vendor through a systemic process.</p> <p>Translated contents to be checked manually and will be uploaded in CMS and database for publishing in the live Website and Mobile Application.</p>
3	Supply implementation and configuration of the localization platform as given in the scope of work.	Supply, implementation, and configuration of the localization platform, at the Lok Sabha premises, in line with the proposed timelines
4	Delivery and implementation of the solution for real-time translation of Content type 2 and its SOP	Vendor needs to provide solution as per the scope of work which will translate content on real time.
5	Translation platform for reviewing contents and raise tickets to report issues and tracking.	Vendor needs to provide a platform where user department can review contents and provide feedback and also same platform shall have capability of issue reporting, raising a ticket and tracking resolution.

<b>6</b>	Document translation service	As per section 3.4.
<b>7</b>	Making the system (Localization platform and Document translation solution as mentioned in the scope) available for UAT	Vendor should clearly indicate UAT timeline in the plan and make necessary supports available during the process.
<b>8</b>	Third party Audit report for quality assurance	Vendor needs to provide a third-party audit report for quality assurance of translated content and delivered word count excluding nouns and repeat words. Count of repeat word and nouns shall be provided separately.
<b>9</b>	Security audit report and certificate	The vendor needs to submit security audit report of Cert-In empaneled auditor for the solution.
<b>10</b>	SLA monitoring tool	Tool will capture all the SLA points and track including penalty whenever applicable

### **1. Information Security**

- A. The bidder shall not carry and/or transmit any material, information, application details, equipment, or any other goods/material in physical or electronic form, which are proprietary to or owned by Parliament of India.
- B. Bidder acknowledges that business data and other user proprietary information or materials, whether developed by user branches or Lok Sabha Secretariat or being used by Lok Sabha Secretariat to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to user branches and Lok Sabha Secretariat; and bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by bidder to protect its own proprietary information. Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for the purpose of performing the said services.
- C. Bidder shall, upon termination of this agreement for any reason, or upon demand by Lok Sabha Secretariat, whichever is earliest, return any and all information provided to Bidder, including any copies or reproductions, both hardcopy and electronic.

### **2. Ownership and Retention of Documents**

- A. Lok Sabha Secretariat / user department shall own the documents, prepared by or for the Bidder arising out of or in connection with this tender.

- B. Forthwith upon expiry or earlier termination of the contract with selected Vendor and at any other time on demand by user department, the Bidder shall deliver to user department all documents provided by or originating from user department and all documents produced by or from or for the Bidder while performing the Services, unless otherwise directed in writing by user department at no additional cost. The Bidder shall not, without the prior written consent the user department store, copy, distribute or retain any such Documents.

### **3. Confidentiality**

- A. The Bidder shall not use Confidential Information, the name, or the logo of Lok Sabha Secretariat / user department except for the purposes of providing the Service as specified under this tender.
- B. The Bidder may only disclose Confidential Information in the following circumstances:
- a) with the prior written consent of Lok Sabha Secretariat
  - b) to a member of the Bidder's Team ("Authorized Person") if:
    1. the Authorized Person needs the Confidential Information for the performance of obligations under the contract with Lok Sabha Secretariat.
    2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under the contract with Lok Sabha Secretariat.
- C. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Lok Sabha Secretariat.
- D. The Bidder (Recipient)/ OEM shall execute/sign a Non-Disclosure Agreement (NDA) with Lok Sabha Secretariat.
- E. The Bidder shall notify Lok Sabha Secretariat promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the contract terms or with the authority of Lok Sabha Secretariat.
- F. The Bidder/OEM shall be liable to fully recompense Lok Sabha Secretariat for any loss arising from breach of confidentiality. Lok Sabha Secretariat serves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

### Annexure 10: Delivery Schedule

S. No.	Activity	Delivery Period (from the project initiation date)
1.	Vendor will submit a detailed workplan covering the entire project schedule within first week from the date of commencement of work as agreed with user department or issuance of purchase order (whichever is earlier). Workplan may be divided in fortnightly delivery milestones.	7 days
2.	Vendor will setup and arrange SOP and required manpower for the translation setup and deliverables. Vendor will include the timeline for installation and setup activities in their work plan.	As per the approved workplan
3	Vendor needs to supply, install, and configure the entire localization platform, along-with the required infrastructure, at the Lok Sabha premise. This will include providing a platform where user department can review contents and provide feedback and also same platform shall have capability of issue reporting, raising a ticket and tracking resolution in addition to other features as mentioned in Section 3	14 days
4.	Translated Content Type 1 publication as received	As per approved workplan and user expectation
5.	Any incremental Content Type 1 to be delivered to publishing on the Website and Mobile Application (post completion of item no 4).	As per section 3.1.3 in Scope of Work.
6.	Solution to translate contents on real time basis for Content Type 2 and SLA Monitoring tool	As per approved workplan before UAT
7	User acceptance test (UAT) and Go live	As per approved workplan within 6 Months
8	Translation and hosting of time critical business documents like LOB, Bulletin I and II etc. in desired languages	6 Hours whenever received

### **Annexure 11: Penalty**

- a) Work shall be carried out by vendor as per agreed workplan with the user department.
- b) Quality specifications as defined in this tender document shall be met at all times by vendor as per **Section 3**
- c) Vendor shall ensure the timely delivery of different items as mentioned in **Annexure 10**.
- d) Deviation from delivery timeline (as per Annexure 10) will attract penalty as given below.
- e) Delivery related penalties will be independent to operational penalties.
- f) The sum total of all penalty should not exceed 10% of **total Purchase Order (PO) value**. In case the penalty amount exceeds the limit, Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit and Balance payment of the vendor will be forfeited.

### **Penalty Clauses**

- 1) **1.0% of the total Purchase Order (PO) value** will be charged per day for each day delay in submission of workplan as per the timeline given in **Annexure 10**. This is subject to a maximum of **5 days of penalty deduction** beyond which Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.
- 2) **0.5% of the total Purchase Order (PO) value** will be charged per day for each day delay in delivery of translated content type -1 to the user department as per workplan. Vendor must maintain the minimum delivery criteria as defined in the Scope of Work. This is subject to a maximum of **15 days of penalty deduction** beyond which Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.
- 3) **INR 10000/-** will be charged per hour for each hour delay in delivery of translated content to the user department as per scope in 3.4 (13). In case the vendor submits that the completion of the task is not feasible within the given time, the user department may relax the Penalty amount after due consideration of the submission of the vendor.
- 4) **0.2% of the total Purchase Order (PO) value** will be charged per day for each day delay in publishing of the translated content type -1 in live Website and Mobile Application. This is subject to a maximum of **20 days of penalty deduction** beyond which Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit will be forfeited.
- 5) **1.0% of the total Purchase Order (PO) value** will be charged in case any major cyber security incident or vulnerability identified through independent security-audit or reported by user. This is subject to a maximum of **3 incidents of penalty deduction** beyond which Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit will be forfeited. Also, once cyber security incident is

reported then it shall be resolved by vendor as per the SLA timeline otherwise separate penalty will be levied for non-compliance of SLA.

**Note:** In order to prevent cyber security incidents and vulnerabilities, vendor shall update OS and Security patches regularly and implement solution upgrades as it is released time to time by OEM. Vendor must submit a monthly report on cyber security assessment of the localized Website and Mobile Applications and patch update/upgrade activities performed by the vendor

- 6) **Rs 5 per word per day** of delay shall be charged to the vendor in case there is delay (in days) in delivery of corrected translated content post user feedback on incorrect content.
  - a. If contents are rejected by user department during any acceptance review or any error highlighted during whole engagement, then those have to be corrected and re published on the Website and Mobile Application and this cycle can happen in any number of iterations.
  - b. Once contents are rejected by user or any error highlighted, then vendor will get maximum 3 days (excluding the time taken by user department for verification if any) to correct those and get it approved by user. This may take any number of iterations. In those 3 days, no penalty will be imposed on the vendor on the account of delay for final delivery of contents. In this scenario, after 3 days, penalty calculation for those pages will start again as per the penalty rate for each day of delay per word.
  - c. User department holds the right to decide if there will be any penalty waiver under certain circumstances.

## Annexure 12: Payment

- 1) Vendor shall raise bill on completion of the work items. Before raising bill, vendor shall take approval of user on the delivered work for which bill is being raised.
- 2) Vendor will be paid as per below payment schedule–

**a. For Content type 1**

- i. **100%** of the total payment for completion of one-time activity of translation of Content Type 1 and after getting work completion certificate as per **Annexure 18**.
- ii. **100%** of payment for the daily incremental Content Type 1 which to be billed Quarterly after getting work completion certificate (as per **Annexure 18**).

**Note-** Rate per word will be as per the Financial Bid and as per terms and conditions specified in the contract.

**Note-** Payment will be made only after submission of third part quality audit certificate

- b. Payment for Localization platform (refer table 2 in annexure 15) will be done based on below table:

Milestone	Percentage of payment
Successful Deployment in live environment	30%
3 months post deployment	10%
6 months post deployment	10%
9 months post deployment	10%
12 months post deployment	20%
End of contract period (successful completion of warranty support)	20%
<b>Total</b>	<b>100%</b>

Note- For content type 2 there will not be any separate payment as it is included in the cost of Localization platform. As and when content type 2 gets converted into content type 1 then the bidder will be eligible for billing for such content as per rate per word (X1) as per Annexure 15.

Note- Payments which are to be made post deployment, will be made after submission of security audit report from cert- in empanelled security auditor.

- 3) Vendor must provide knowledge transfer to the user department otherwise the contract will not be considered as complete, and the last milestone payment will not be made.
- 4) A pre-receipted bill (Three copies), along with original excise duty gate pass (if applicable), all other documentary proof for the delivery as given above along with BG (Bank Guarantee) for Performance Security Deposit shall be submitted in the name of Lok Sabha Secretariat.
- 5) Penalty if any, will be imposed as per **Annexure 11 and Annexure 8** and deducted from the payment as applicable. Vendor shall also submit penalty reports (as given in **Annexure 11**) generated from system for respective deliveries.



### Annexure 13: Performance Security Deposit

A. Performance Security Deposit (Performance Bank Guarantee (PBG)) must be submitted by the successful bidder as per the below details -

S. No.	Item	Value
1	Validity	Performance Bank Guarantee (PBG) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank, or online payment in an acceptable form to be submitted by the Supplier remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty support obligations- Rule 171(ii) of GFR 2017.
2	Instrument	One single deposit in the form of Bank Guarantee.
3	Amount	3% of the Total value of contract or Purchase Order.

**Note:**

- Selected bidders shall be required to give Performance Security Deposit within 15 days from the date of award of contract in GeM portal.
- Performance Security Deposit will be valid for a period of sixty (60) days beyond the date of successful completion of all the contractual obligations of the bidder including warranty support obligations as defined in this tender document.
- On completion of satisfactory contractual obligations and warranty support obligations as defined in this tender document, the Performance Security Deposit without any interest accrued shall be released to the vendor after ascertaining that satisfactory support has been provided during the warranty period.
- Performance Security Deposit will be released post deduction of any penalty (if so) for non-compliance of SLA terms (as defined in Annexure 8). In case there is penalty, only partial amount of the Performance Security Deposit will be released after reduction of the penalty amount as applicable.
- Performance Security Deposit may be forfeited under specific conditions as defined in this tender document.
- Performance Security can also be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects as per GFR 171.

## Annexure 14: Technical

Services to be provided for the end-to-end proposed localization solution, which includes Translation, deployment of content in CMS repository, Rendering of multilingual content in Website and Mobile Application as defined in the scope of work as per User Department. For detail requirement, please refer to the scope of work for each work item mentioned below.

1. Translation and transliteration of type 1 content as per scope of work
2. Translation and transliteration of type 2 content as per scope of work
3. Set up and configuration of Ai based localization platform as per scope of work
4. Platform as a part of solution to review translated, raise issue ticket and track items
5. Management of translated and transliterated content for the localized Website and Mobile Applications to be commissioned and managed by vendor on client premises
6. Security audit of the platform and audit reports- to be provided by vendor
7. Third party quality review report of the translated content- to be produced by vendor along with deliverables

### **Technical Compliance of AI based Translation Solution:**

Sl No.	Feature list	Fully Complied	Partially Complied	Not Complied	Details of the feature in the proposed software
1	The proposed solution shall be a single integrated platform with the following components: - Website and Mobile Application Localization, Multilingual translation and transliteration, AI-based translation management and a virtual Keyboard and multilingual search				
2	The proposed solution to support End-to-end localization for publishing the localized Website and Mobile Application and its content in 22 Indian languages as per the defined scope				
3	The Localization platform shall be easily deployable/integrated and shall not have any dependency on specific technology stack				
4	The Localization platform shall have the capability to automatically identify new and edited content in the source Website and Mobile Application				
5	The solution shall have integrated AI-based Translation management system where the translators can easily edit, proof-read, and manage all the content identified for translation				
6	The Localization platform must have a Website and Mobile Application Analytics and Management dashboard to measure page views and other traffic parameters for the Website				

	and Mobile Application in each language				
7	The Localization platform must be capable of making the localized Website and Mobile Applications SEO compatible. The multilingual Website and Mobile Applications must be automatically optimized for search by identifying and localizing the underlying metadata and title tags.				
8	The Localization platform must replicate all functionalities of the source Website and Mobile Application, including search features, without the need for additional coding/changes.				
9	The proposed platform shall provide real-time Translation and transliteration capability				
10	The proposed translation management platform shall have an online, centralized dashboard with access to the client for verifying translated content.				
11	The translation management platform must be integrated with machine translation software to reduce the need for human inputs				
12	The translation management platform shall be scalable to process large volumes of translation content without any restrictions				
13	The translation management platform shall be enabled in all 22 Indian languages as per the scope of work. No content shall be translated outside of the proposed platform				
14	The translation management platform shall have an intuitive dashboard to provide control & visibility, timelines, content analytics and complete audit trail for the translations carried out on the platform				
15	The translation management platform must be capable of carrying out all the steps of translations across the project, including proof-reading, third-party audit, and client verification, without the need of any additional software/tool.				
16	The translation management platform must have glossary creation and glossary management feature				
17	The translation management platform must have an integrated Indic language spell checker to assist client verification process content.				
18	The translation management platform must have an Indic language grammar checked to assist the client in the verification process of the content				
19	The transliteration software must be enabled in 22 Indian languages as per the scope of work,				

	out of the box				
20	The transliteration software must be able to transliterate all data like names, addresses, status etc, in real-time with high accuracy in all languages.				
21	The solution shall provide a virtual keyboard which can be integrated with the Lok Sabha Website and Mobile Application				
22	The virtual keypad must be enabled in all 22 Indian languages as per the scope of work, out of the box				
23	The virtual keypad must support native and phonetic modes of typing out of the box				
24	The virtual keypad must be mapped to the physical keyboard for ease of type for the user				
25	The proposed solution shall provide a report on the accuracy of translated content with the following parameters: <ul style="list-style-type: none"> <li>• Spelling accuracy</li> <li>• Accuracy in Number, date, currency etc.</li> <li>• Grammatical accuracy.</li> <li>• Correct use of quotation and other punctuation marks, capitalization etc.</li> <li>• Translation consistency.</li> <li>• Glossary adherence.</li> <li>• Missing translation and omission</li> <li>• Repeated words and double spaces.</li> <li>• Code elements and tags.</li> <li>• Language flow / style</li> </ul>				
26	The proposed document search solution is compatible with both English and Hindi				
27	Proposed search solution is capable of searching within documents (.pdf, .doc, .html etc)				
28	The proposed search solution must be capable of real-time translation of the query, both forward as well as reverse. That means if the user input is in English, it will be translated to Hindi and vice versa.				
29	The proposed search solution shall be capable of auto-indexing the documents within the search database				
30	The proposed search solution must be compatible with the new Website and Mobile Application				
31	The platform will provide Word count of nouns, repeat words and total word count				

## Annexure 15: Financial Bid Proforma

<b>Name of the Bidder:</b>
<b>Address of Bidder:</b>
<b>Contact Person:</b>

### Financial Bid Format

#### 1. Table 1

Type of service	Rate per word – (in INR)
Translation Services (as per detailed scope section 3.1)	X1* (in words)

\*Rate per word (X1) is to be given as one single rate for 11 languages (Assamese, Bengali, Gujrati, Hindi, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu). It means this rate will be applicable for translation in all the 11 languages.

Note- English is the source language

#### 2. Table 2

Language	Rate per word
Kashmiri	L1
Konkani	L2
Manipuri	L3
Nepali	L4
Sanskrit	L5
Sindhi	L6
Urdu	L7
Bodo	L8
Santhali	L9
Maithili	L10
Dogri	L11

$$X2 = (L1+L2+L3+L4+L5+L6+L7+L8+L9+L10+L11)/11$$

Separate Rate per word is to be given for each language separately for the following 11 languages (Kashmiri, Konkani, Manipuri, Nepali, Sanskrit, Sindhi, Urdu, Bodo, Santhali, Maithili, Dogri). The average rate (X2) of the below rate per word will be considered in the Final Bid Amount (X) for financial evaluation.

The user department will pay at this rate as and when such service is required during the contract period for either of all languages or any specific language:

### 3. Table 3

Type of service	Cost for platform for entire contract period (in INR)
Localization Platform (as per detailed scope section 3.3)	X3 (in words)

#### Total Bid amount

For calculation of total bid value for evaluation purpose, it is assumed that approximate 10,00,000 words as input (Type 1 Content) would be translated during the contract period in this project. The actual words to be translated may differ and payment will be made on actual basis.

**Total Bid amount: X (in INR) = (X1+X2) \*1000000+ X3**

The amount X (in INR) as defined above will be considered for financial evaluation of bids as per **Annexure 6**

#### Details of duties (Rate per page must be inclusive of all duties) -

S. No.	Description of Taxes (applicable) (In %)
1	
2	
3	
4	

#### Please carefully go through the below information:

- Prices in Financial Bid shall be quoted in the given format as mentioned above.
- Financial Bids of only technically qualified bidders will be evaluated.
- While quoting the final bid amount (X) vendor shall consider all related cost to meet the scope of work.
- Final Bid amount (X) shall be quoted exclusive of all duties. However, all the duties shall be explicitly mentioned as given in the financial bid format.
- Taxes applicable by Govt of India shall be paid on actuals only; same shall be reimbursed extra as applicable from time to time
- Final Bid amount (X) shall be quoted in Indian Rupees and indicated both in number and words figure. Figures in words will prevail.
- Translation or transliteration of proper nouns will not be charged
- Translation or transliteration of repeat words will not be charged

- Successful bidder will be decided basis of the mechanism mentioned in the **Annexure-6**. However, the user department may further negotiate the rate quoted by selected bidder and purchase order will be issued based on the final negotiated rate.
- If the total number of words to be translated as per scope of work are more than 10,00,000; the cost per word (As quoted in Table 1, Column B) will have to be considered in the manner as per below table-

<b>Word Count</b>	<b>Rate</b>
Up to 10,00,000 words	X1 (as quoted by vendor in Table 1, Column B)
More than 10,00,000 words	Rate (as per the below)
Up to 10% increase in total word count, over and above of 10,00,000 words	0.95 X1
Up to 20% increase in total word count, over and above of 10,00,000 words	0.90 X1
Up to 30% increase in total word count, over and above of 10,00,000 words	0.85 X1
<b>So on....</b>	

- For example – if the total word count is 400,000, and bidder quotes rate per word (as in Column B, Table 1) as INR 20 then total amount will be =  $400,000 \times 20 = 8,000,000$  INR.
- If the total word count is 1200,000, and bidder quotes rate per word (as in Column B, Table 1) as INR 20 then total amount will be =  $1200,000 \times 20 \times 0.9 = 21,600,000$ .

**\*AMC (Annual Maintenance Cost)**

1. Vendor shall provide 3 years warranty support as per contract without any additional cost.
2. After the end of warranty support period as per annexure 8, if the user department choose to extend the warranty support; vendor may provide AMC rate for such period. However, the rate of AMC again will be subject to further negotiation and user department will take final call on the same.

<b>Cost item</b>	<b>Cost (in INR)</b>
AMC cost (For warranty support beyond 3 years) per annum	Y

3. This support cost is not part of the financial bid.

**Signature of Bidder (with seal)**

(Authorized Signatory)

Name

Designation  
Address  
Contact Details  
Date



### Annexure 16: Bank Details

Information to be given in company's letterhead and attach the Cross Copy of Cheque.  
This is required for crediting the amount in the bank.

<b>A.</b>	<b>PARTY DETAILS: -</b>	
1	<b>Party Name (As Per Bank)</b>	
2	<b>Address</b>	
3	<b>City</b>	
4	<b>State</b>	
5	<b>Pin Code</b>	
6	<b>Telephone No. with Fax</b>	
7	E-mail Address (for payment alerts)	
8	PAN No.	
9	Mobile No. (for payment alerts)	
<b>B.</b>	<b>BANK DETAILS: -</b>	
10	Bank Name	
11	Bank Type (RBI/SBI/PSB/PVT.)	
12	Branch Name, Address with pin code and Telephone Nos.	
13	Branch Code	
14	Bank Account No. (as appearing on the Cheque Book)	
15	Account Type (S.B. Account/ Current Account/Cash Credit etc.)	
16	Ledger No.	
17	7-Digit Bank BSR Code No.*	
18	9-Digit MICR Code No.	
19	12-Digit IFSC Code No.	

**BSR Code is Mandatory.**

**Signature of the Investor/Customer**

**Date:**

Certified that the particulars furnished above at Sl. No. 10 to 19 are correct as per our records.

**Signature of the Authorized Official from the Bank**

**Seal of the Bank**

## **Annexure 17: Third Party Audit Review**

To review the delivery of work for the vendor, they need to employ a third-party quality auditor and obtain a quality certificate from them. The auditor may connect with user department for any clarification throughout the process.

**User reserves the right to examine the auditor at any point of time regarding the audit process.**

The auditor must certify-

1. They have checked 100% content (Type 1) and certify that it is 100% accurate per page.
2. They have checked that the “number of words” counting mechanism for charging for translation service is compliant to tender term and condition and no repeat word and nouns are being counted in that number.
3. They need to provide a quality assurance certificate which vendor needs to obtain for payment processing.
4. The certificate shall be in standard proforma with digital signature (Preferably class 3B).

**The criteria for 100% accuracy are on below parameters-**

1. Spelling accuracy
2. Accuracy in numbers, date, currency etc
3. Grammatical accuracy
4. Correct use of quotation and other punctuation marks, capitalization etc
5. Translation consistency
6. Glossary adherence
7. Missing translation and omissions
8. Repeated words and double spaces
9. Code elements and tags
10. Language flow/style (Unless specifications specified by client)

## Annexure 18: Work Completion Certificate

Work Completion certificate will be provided for completion of –

- Translation Part 1 (as per the scope of work) – for one time content + solution
- Translation Part 2 (as per the scope of work) – for incremental content

### Completion Certificate: Translation Part 1

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
	Total Word count for billing (W) <ul style="list-style-type: none"> <li>• Less Total Noun count (W1)</li> <li>• Less Total Repeat word count(W2)</li> </ul>	W-W1-W2
4	Payment amount	
5	Completion of Translation of one-time activity and Implementation of Localization solution	Yes/No
6	Expected date of completion	
7	Actual date of completion	
8	Third party auditor certificate for quality check	Yes/No
9	Security audit report and certificate	Yes/No
10	If penalty to be levied or not as per <b>Annexure 11</b>	Yes/No
11	Amount of penalty (if applicable for the deliverables as per <b>Annexure 11</b> )	Amount in INR.

Name of User  
 Designation: Signature:  
 (with official seal)

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

**Completion Certificate: Translation Part 2**

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
	Total Word count for billing (W) <ul style="list-style-type: none"> <li>• Less Total Noun count (W1)</li> <li>• Less Total Repeat word count(W2)</li> </ul>	W-W1-W2
4	Payment amount	
5	Completion of translation of incremental contents	Yes/No
6	Expected date of completion of item 5	
7	Actual date of completion of item 5	
8	Third party auditor certificate for quality check	Yes/No
9	If penalty to be levied or not as per <b>Annexure 11</b>	Yes/No
10	Amount of penalty (if applicable for the deliverables as per <b>Annexure 11</b> )	Amount in INR.

Name of User

Designation: Signature:  
(with official seal)

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

## Annexure 19: Covering Letter for Bid

(To be submitted on the letterhead of the bidder)

**To**

**XXXX**

**XXXXXX**

**Subject: Submission of Bid for Tender No. <<>>**

**Dear Sir,**

This is to notify that our company is submitting bid in response to Tender No 'XXXXX' for selection of Vendors for <<<>>. Primary & Secondary contact for our company are as follows:

Particulars	Details
Company Name	
Primary Contact Name	
Title	
Address	
Phone	
Mobile	
Fax	
E-mail	
Secondary Contact Name	
Title	
Address	
Phone	
Mobile	
Fax	
E-mail	

We are responsible for communicating to the Lok Sabha Secretariat in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold Lok Sabha Secretariat responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with Lok Sabha Secretariat on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules, and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company agrees with terms and conditions of the tender and the procedure for bidding, evaluation, and selection.

We have enclosed the earnest money deposit as per the tender Conditions and we understand that it is liable to be forfeited in accordance with the provisions of tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to Lok Sabha Secretariat are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled Lok Sabha Secretariat in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract.

We understand that you are not bound to accept any bid you may receive.

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

**Yours sincerely,**

**On behalf of [bidder's name]**

**Authorized Signature [In full and initials]:**

**Name & Title of signatory:**

**Name of Firm:**

**Address:**

**Seal/Stamp of bidder:**

**Place:**

**Date:**

## Annexure 20: Non-disclosure agreement

We hereby undertake that we will not disclose any information about the project, person associated with the project to anybody. We will sign detailed NON-DISCLOSURE AGREEMENT as and when desired by user.

WHEREAS we the undersigned Service Provider, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of providing services under the terms and conditions as stipulated under Tender No. <<>> dated DD-MM-20XX<<>> **“Selection of Vendor for AI- Based Website and Mobile Application Localization Solution”** (hereinafter called the said 'RFP') to Lok Sabha Secretariat hereinafter referred to as 'Purchaser' and,

WHEREAS the Service Provider is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the Tender document during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
  - a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
  - b. information in the public domain as a matter of law.
  - c. is obtained by the Service Provider from a third party without any obligation of confidentiality.
  - d. the Service Provider is required to disclose by order of a competent court or regulatory authority.



e. is released from confidentiality with the written consent of the Purchaser.

The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this Tender and thereafter only as expressly permitted herein.
  - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original.
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly

deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party/anyone, any Confidential Information or the contents of this Tender document without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.
9. Vendor shall ensure that entire data is deleted at their end, after getting confirmation from User. Before the closure of the project, entire data shall be deleted from Vendor's Infrastructure.
10. During the project, vendor's AI model for translation will be implicitly trained with Parliament data. Vendor must ensure that, this trained model is not used by vendor in any other purpose other than matters related to this project without prior permission of Parliament of India (Lok Sabha Secretariat). Violation of this will invite legal action and blacklisting of the bidder.

For and on behalf of:  
(Service Provider)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date :

**Annexure 21: Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting by any agency of Government of India or State Governments**

**DECLARATION-CUM-UNDERTAKING REGARDING BLACKLISTING / NON-BLACKLISTING**

*(Self-certification in company's letterhead)*

I / We, Proprietor/ Partner(s) / Director(s) of M/S. \_\_\_\_\_ hereby declare that the firm/company namely M/s. \_\_\_\_\_, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. as on the date of bid submission by the firm /company.

OR

I / We Proprietor/ Partner(s)/ Director(s) of M/S. \_\_\_\_\_ hereby declare that the firm/company namely M/S \_\_\_\_\_ in the last three years, was blacklisted or debarred by any other Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. for a period of \_\_\_\_\_ months /years w.e.f. \_\_\_\_\_. The period is over on \_\_\_\_\_ and, as on the date of bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Lok Sabha Secretariat and action will be taken as mentioned in Bid Declaration from.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

## Annexure 22: Earnest Money Deposit

	Amount
EMD	Rs. 10,00,000/- (Ten Lakhs INR only)

Particulars	Amount (Rs.)	Draft/BG No.	Date	Bank	Branch
EMD	10,00,000/- (Ten Lakhs INR only)				

**Note:**

- Bidders who fail to qualify the eligibility criteria given in the tender, the Earnest Money Deposit (EMD) will be refunded, without any interest accrued thereafter.
- In case of those bidders who are not selected, the EMD will be refunded without any interest accrued within 15 days after the award of GeM contract or expiry of bid validity, whichever is earlier.
- For the selected Vendor, EMD will be refunded within 15 days after the receipt of Performance Security Deposit

**Annexure 23 - Format for Bank Guarantee for Submission of Earnest Money Deposit (EMD)**

To,

XXXX  
XXXXXX

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of Bid # <<Tender Number for <<Name of the assignment>> (hereinafter called "the Bid") to Lok Sabha Secretariat (hereinafter called 'the Purchaser').

Know all by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Purchaser in the sum of Rs <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid.

- a) Withdraws his participation from the bid during the period of validity of bid document; or
- b) Fails or refuses to participate in the subsequent Tender process after having been short listed; or
- c) Fails to meet terms and conditions in accordance with the provisions of tender documents with regards to EMD

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof shall reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- i. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only). This Bank Guarantee shall be valid up to<<insert date>>)
- ii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

**(Authorized Signatory of the Bank):**

**Seal:**

**Date:**

**Annexure 24 - Format for Bank Guarantee for Submission of Performance Security Deposit**

[Date]

To

XXXX

Dear Sir,

**PERFORMANCE BANK GUARANTEE – Localization Solution**

WHEREAS

M/s. (name of bidder), having its office at (address of the bidder), (hereinafter referred to as “the Bidder”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated ..... (Herein after, referred to as “Contract”) with Lok Sabha Secretariat (hereinafter referred to as “the Purchaser”).

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favor for an amount INR .....(In words and figures)(hereinafter referred to as “the PBG”), being equivalent to 3% of the total purchase order/contract value and guarantee the due performance by the bidder as per the contract terms and conditions and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by the bidder.

In consideration of the fact that the bidder is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

1. In the event of the bidder fails to meet terms and conditions in accordance with the provisions of the contract, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum equal to PBG without any demur.
2. In the event of the bidder committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum equal to PBG without any demur.
3. Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether the bidder has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

4. This Performance Bank Guarantee shall continue and hold good till the end of completion of warranty support subject to the terms and conditions in the said Contract.
5. We bind ourselves to pay the amount equal to PBG at any point of time commencing from the date of the said Contract till the end of completion of warranty support for the total solution as per said Contract.
6. We further agree that the termination of the said agreement, for reasons solely attributable to the bidder, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.
7. We hereby expressly waive all our rights to pursue legal remedies against Lok Sabha Secretariat.
8. We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
9. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
10. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted
11. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of the bidder upon intimation to you.
12. This Performance Bank Guarantee shall not be affected by any change in the constitution of the bidder, nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
13. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR ..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.
14. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.
15. We further agree that the exercise of any of your rights against the bidder to enforce or forbear to enforce or any other indulgence or facility, extended to the bidder to carry



out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and the bidder, during the entire currency of this guarantee.

16. Notwithstanding anything contained herein:

- a. Our liability under this Performance Bank Guarantee shall not exceed INR .....(In words and figure).
- b. This Performance Bank Guarantee shall be valid only till the end of completion of warranty support for the project as per the contract; and
- c. The date on which project including warranty support is completed successfully will be as declared by Lok Sabha Secretariat and duly intimated to us by no other party but the Lok Sabha Secretariat, New Delhi.
- d. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of warranty support for the project.
- e. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.
- f. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank guarantee within the fourth mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

17. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day 2022.

Yours faithfully,  
For and on behalf of the Bank,

(Signature)  
Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank shall be annexed to this guarantee for verification and retention thereof as documentary evidence.

**Annexure 25 – GeM GTC (General Terms and Conditions)**

[https://assets-bg.gem.gov.in/resources/upload/shared\\_doc/gtc/GeM-GTC-40-1662890355.pdf](https://assets-bg.gem.gov.in/resources/upload/shared_doc/gtc/GeM-GTC-40-1662890355.pdf)

**Annexure 26 - MAF**

**Manufacturer’s Authorization Format (MAF) From OEM**

Ref:

Date:

To  
XXXXX  
XXXXXXXX  
XXXXX

Subject: Manufacturer Authorization for Tender No. \_\_\_\_\_

Sir,

We, <OEM/ Manufacturer name> having our registered office at <OEM/ Manufacturer address>, are an established and reputed manufacturer of <name of quoted item >. We confirm that <Bidder Name> having its registered office at <Bidder Address> is our sole authorized partner for..... We authorize them to quote for our equipment/ Product in the above-mentioned tender.

Our full support is extended to them in all respects for supply, warranty, and maintenance of our products. We also ensure to provide the service support for our supplied equipment/product for a period of 3 years from date of supply/installation of the equipment/product as per tender terms.

We also undertake that in case of default in execution of this tender by the <Bidder Name>, the <OEM/Company Name> will take all necessary steps to provide service support and ownership of deliverables as per tender terms.

We also certify that <Bidder Name> has taken OEM support pack of three Years for hardware, software, and associated solution components, as applicable.

Thanking You  
For <OEM/ Manufacturer name>  
< (Authorized Signatory)>  
CS / Legal head of Company  
Name:  
Designation:  
Contact Details:  
Seal of the Company