

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	09-01-2023 20:00:00
<b>Bid Opening Date/Time</b>	09-01-2023 20:30:00
<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 - Online Food Order Management System
<b>Contract Period</b>	3 Year(s) 5 Month(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	80 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,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>	2 Days
<b>Estimated Bid Value</b>	2000000
<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	50000

### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	2.50
Duration of ePBG required (Months).	41

(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

Room No F-045 Parliament Library Building Parliament House Complex New Delhi-110001

(Ddo Lok Sabha)

### Splitting

Bid splitting not applied.

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:**[1672406336.pdf](#)

**Instruction To Bidder:**[1672406344.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1672406351.pdf](#)

**Scope of Work:**[1672406355.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1672406359.pdf](#)

**Service Level Agreement (SLA):**[1672406365.pdf](#)

**Payment Terms:**[1672406369.pdf](#)

**Penalties:**[1672406373.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1672406382.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1672406386.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1672406391.pdf](#)

**GEM Availability Report ( GAR):**[1672406498.pdf](#)

**Buyer's Competent Authority Approval:**[1672406504.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1672406525.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1672406528.pdf](#)

**QCBS Document elaborating detailed QCBS Criteria pertaining to Services / Project Procurement if any as per applicable norms:**[1672406531.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):**[1672406534.pdf](#)

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

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

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

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

**Interview Venue:**Committee Room C, Parliament Library building  
Pant marg,  
New delhi-110001

**Presentation Venue:**Committee Room C, Parliament Library building  
Pant marg,  
New delhi-110001

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
05-01-2023 12:00:00	Committee Room C, Parliament Library building Pant marg, New delhi-110001

**Custom Bid For Services - Online Food Order Management System ( 1 )****Technical Specifications**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Online Food Order Management System
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**

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](#), conditons 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 & Appointment of Vendor**  
**for Implementation of**  
**Online Food Order Management System**

**Lok Sabha Secretariat**  
**Parliament of India**



## 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	-
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	3 Packets
Packet 1 - EMD and Pre-Qualification Packet 2 - Technical bid Packet 3 - Financial bid.	(Please see the details as per Annexure 7 in this tender document)
Bid Validity days	180 days
Location	Parliament of India
Address for Communication	F-045, Parliament Library Building, Lok Sabha Secretariat, Parliament of India, New Delhi, Delhi 110001 P: 011-23035677 Email: <a href="mailto:computercentre1ss@sansad.nic.in">computercentre1ss@sansad.nic.in</a> <a href="mailto:digitalsansadpmu-1ss@sansad.nic.in">digitalsansadpmu-1ss@sansad.nic.in</a>



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## **1. Introduction**

The Parliament of India is the temple of Indian 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.

### **VISION -**

- Open and Accessible Parliament Information
- 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

## **2. Purpose of this Tender Document**

This tender document published by the Lok Sabha Secretariat, Parliament of India (referred as "User Department" hereafter in the document) is to define terms of reference to identify and select a suitable agency/solution provider (is referred as "Vendor" hereafter in the document) working in the domain of web and mobile based application development to provide an Online Food Order Management System - a mobile/web based application suite (is referred as "Solution" hereafter in the document). The Vendor shall be responsible for conceptualization, design, development, implementation, go-live, enhancement, operations, support & maintenance of the solution and to manage the provisioned services throughout the project tenure.

## **3. Primary Objective of the Online Food Order Management System.**

The primary objective of the desired solution is to provide the facility to the Members of Parliament/Officers/Staff of Parliament, etc. (referred as "End User(s)" hereafter in the document) to select, order and get their choice of food delivered to their desired place or picked-up from a particular ITDC canteen/kitchen pickup point within the Parliament premise. The users shall be provided with the provision to use this facility on a mobile application (Android/iOS based) through which they can select their desired available food items, select the quantity, mention the desired delivery location within the Parliament premises, can make the payment with their desired payment mode and can finally place the order which then gets processed to the ITDC canteen/kitchen for further processing and delivery. The users shall be able to track the progress of readiness and delivery of their orders in real time.

#### 4. Scope of work

The Vendor shall provide the Solution as per the scope as defined in this document. The Vendor through this Solution shall provide all front end & backend software/designs/tools/components/infrastructure (cloud or alternative model), etc. required to conceptualize, design, build, test, implement, and manage the Online Food Order Management System. The desired Solution shall provide the following listed features (but not limited to) for executing the end-to-end food order and delivery facility to the end users within the Parliament premise:

- i. Registration of end users in the application with Name, official email address, registered mobile number, etc. and login to the mobile application with the same credentials. end user registration feature shall be provided in following ways:
  - a. Self-registration by the end users using Name, official email address, registered mobile number, etc. with registered official email authentication to activate the end user account.
  - b. Bulk registration and creation of end user accounts by the admin user of the solution with excel/CSV upload functionality.
  - c. The final decision of end user account creation shall be taken by the user department but feasibility of both the options shall be incorporated in the solution.
- ii. End user can select the building option for the delivery within the Parliament premise. (The building options shall be pre-defined as PH, PHA, PLB, etc.).
- iii. End user can select the option from which canteen/kitchen they want their order from (canteen/kitchen menus from PHA, PH, PLB will be shown separately). The menus for all canteen/kitchen to be listed on a single page (expandable and collapsible menu pages) with filter options to select from a particular food category/serving category (snacks, breakfast, brunch, lunch, etc.) or any other category option which may be decided later. All provisions of adding categories of food items, food category, serving category (snacks, breakfast, brunch, lunch, etc.) shall be provided in the solution.
- iv. End user can select one of more items with desired quantity of items.
- v. End user can add the selected item(s) and desired quantity to order checkout cart.
- vi. End user can mention the desired delivery location, room number or building, detailed location information, etc. within the Parliament premise. (The food delivery functionality to user's desired location is limited to User Type 1 as defined in section 4.1. Table 1. For User Type 2, the users shall be notified that the order is prepared and ready for pickup from a particular location).
- vii. End user can view the final order (with complete list of items and quantity selected) and total payable amount details including taxes, etc. (taxes - if applicable).

- viii. End user can add any preparation note or instructions or any message related to preparation of the food for the ITDC kitchen or canteen/kitchen staff.
- ix. End user can add and save the payment modes like Cards, UPI, etc. for making quick payments for their orders. Provision of payment mode selection and end to end payment gateway integration shall be provided in the solution.
- x. End user can select the desired payment mode and make payments for orders.
- xi. End user can view the Invoice showing Order ID or reference number, assigned kitchen details, etc. after successful payment.
- xii. End user can view the order details of recent as well as historical orders and can download invoice of every recent order as well as historical orders.
- xiii. End user can view the real time status of the order readiness and pickup/delivery estimated time.
- xiv. End user can change the delivery address or can change the items, change in quantity, etc. or cancellation of the order within the span of **5 minutes** after successful order placement.
- xv. End user can cancel the order within span of **5 minutes** after successful payment and order placement.
- xvi. End user can get automated refund for cancelled orders to origin payment method.
- xvii. End user can get real time status notification on instances when:
  - a. Payment was successful or failed.
  - b. Order was placed.
  - c. Real time status of order readiness and estimated pickup/delivery time.
  - d. Order was prepared and dispatched from the canteen/kitchen (for User Type 1) and Order is ready for pickup from canteen/kitchen location (for User Type 2).
  - e. Change in estimated pickup/delivery time in case of delayed or early delivery.
- xviii. "Submit Feedback/Query" and "Contact Us" feature shall be provided in the solution through which all the users (as defined in Table 1, section 4.1) shall be able to submit a feedback/query or contact the canteen/kitchen through the mobile apps (for End Users as defined in table 1 of section 4.1) and web interface (for Canteen/kitchen Manager and Admin as defined in table 1 of section 4.1). The feature shall be functional as following modes:
  - a. For "Contact Us" feature - the mobile/landline numbers of all the canteen/kitchen receptions and helpline to be listed and on tapping the number through the mobile app (for End Users as defined in table 1 of section 4.1), the end user can directly call the desired canteen/kitchen through their mobile phone.
  - b. For "Submit Feedback/Query" - On tapping the "Submit Feedback/Query" button in the mobile app, a new page with a set of fields (including Name, Email, Contact Number, Designation, Feedback/Query Details, etc.) shall be available and after filling the required details. all the users can submit their feedback/query using a "submit" button. All the feedback/query submitted from the mobile apps

mobile apps (for End Users as defined in table 1 of section 4.1) and web interface (for Canteen/kitchen Manager and Admin as defined in table 1 of section 4.1) shall be treated as a ticket and to be maintained in a ticket management module as defined in section 4.12 of this RFP.

#### 4.1 Type of Users & Respective Features

There will be the following type of users:

S. No.	Type of Users	Description
1	Member of Parliament/Officers/Staff of Parliament, etc. (End User)	<ul style="list-style-type: none"> <li>i. <b>User Type 1-</b> These will be a pre-defined limited set of users for which the delivery of orders will be done to their desired location in Parliament.</li> <li>ii. <b>User Type 2-</b> These will be the users excluding User Type 1 for whom the delivery shall not be done to any desired location, but the users can be notified to get the order picked up from a particular canteen/kitchen or pickup location.</li> </ul>
2	Canteen/Kitchen Manager	The canteen/kitchen manager will have access to the features and control for supporting end-to-end food item order and delivery process journey.
3	Admin	The admin user will be the super user and shall have the overall control of the solution & associated components.

**Table 1: Type of Users**

**A. Features for Member of Parliament/Officers/Staff of Parliament (End User):** The end user will have access to the features for requesting end-to-end food item order journey which shall include the following (but not limited to):

S. No.	Feature	Description
1	Interface	A mobile based application for Android/iOS.
2	Register	The end users shall be given registration facility with their Name, official email address, registered mobile number, etc. (The provision of end user registration shall be provided with the requirements as mentioned in Section 4 (i))
3	Login	The user will be able to login into the application with the registered email id/mobile number as given in registration. The login need not to be done by the end user on every instance on opening the app but shall be periodic. Tenure of period shall be decided later with mutual discussion.
4	Selection of Building & Canteen/Kitchen	This will give the option to the end user to select the building and next select the canteen/kitchen within the Parliament where they want their order from. Based on selection of the building and canteen/kitchen by the end user, the respective building canteen/kitchen food Menus shall be displayed from based on items available in that canteen/kitchen.
5	Application Home Screen	The home screen will provide quick access to the following sections:

		<p>a) <b>Today's Menu:</b> This will show list of items available for the day in category of Breakfast, Lunch, Snacks, Special items, etc.</p> <p>b) <b>Price of items:</b> Price of each item available in the menu.</p> <p>c) <b>Last Orders:</b> This will show the details of historical orders.</p>
6	<b>Item Detail Page</b>	<p>This page will open when the user selects an item in the menu and will include the following detail about food item:</p> <p>a. Pictures: Some high-quality pictures of the serving.</p> <p>b. Food Category: Breakfast, Lunch, Dinner, Veg/Non-veg, etc.</p> <p>c. Short Description: Short description of the food item that aims to tell the user what other offerings with that food package like pickles, no. of chapatti, drinks, etc.</p> <p>Ownership of pictures, menu details, item description, etc. shall be decided later in the project and mutual support from the Vendor and User Department is expected to furnish the requirements.</p>
7	<b>Payment &amp; Checkout</b>	The user will directly add the payment mode (Card, UPI, etc.) and pay through the desired payment mode and checkout.
8	<b>My Orders</b>	This will have the details of all his past orders.
9	<b>Order status</b>	<p>The user can check the status of his order. The statuses can be:</p> <p>a. Pending: The default status of a new order, waiting for the canteen/kitchen manager's response.</p> <p>b. Preparing: The order is accepted &amp; the item is getting ready in the kitchen.</p> <p>c. Arriving: The item is on its way &amp; is going to be delivered soon. (this status to be used for User Type 1 as defined in Table 1 of this section).</p> <p>d. Ready for Pickup - The order is prepared and can be picked up from the canteen/kitchen location (this status to be used for user type 2 as defined in Table 1 of this section).</p>
10	<b>User profile</b>	This will display the present registered credentials of the user like name, email, mobile number, etc.
11	<b>Logout</b>	The user can log out from the app.
12	<b>Feedback/Query Submission and Contact Us</b>	The end users shall be able to submit queries/feedbacks and shall be able to use the Contact us feature as defined in section 4(xviii).

**Table 2: Features for End User**



- B. Features for Canteen/Kitchen Manager:** The canteen/kitchen manager will have access to the features for supporting end-to-end food item order journey which shall include the following (but not limited to):

S. No.	Feature	Description
1	Interface	Web based
2	Login	The canteen/kitchen manager will be able to log in using the registered email ID/mobile number and the password provided by the admin of the User Department.
3	Order Management	<ul style="list-style-type: none"> <li>The canteen/kitchen manager will receive notification for every new order on the dashboard.</li> <li>The canteen/kitchen manager can update the status of the order based on readiness.</li> <li>The canteen/kitchen manager can assign orders to delivery persons available in the particular building and kitchen. (for user type 1)</li> </ul>
4	Menu Management	<p>The menu management will be done as the following:</p> <ul style="list-style-type: none"> <li>The canteen/kitchen manager will enter the menu for a complete week (Day wise menu).</li> <li>Every upcoming week will follow the same menu, but the canteen/kitchen can change it anytime.</li> <li>While changing the menu they shall update all the details of the item like description, price, picture, etc. if required</li> </ul>
5	Feedback/Query Submission and Contact Us	The Canteen/Manager shall be able to submit queries/feedbacks and shall be able to use the Contact us feature as defined in section 4(xviii).

**Table 3: Features for Canteen/Kitchen Manager**

- C. Features for Admin:** The admin user will be the super user and shall have the control of the solution. They will have access to the following features (but not limited to):

S. No.	Feature	Description
1	Interface	Web based
2	Registration & Login	The admin user(s) for the User Department shall be created by the Vendor using an email address and the password and relevant details as provided by the User Department for a single/multiple users for running the solution on behalf of the User Department itself.
3	User Management	<p>They will be able to manage all the users on the solution by following operations:</p> <ul style="list-style-type: none"> <li>The admin will need to enter user details into the portal only then the end user will be able to log into the app.</li> </ul>

		<ul style="list-style-type: none"> <li>The admin can import bulk user data from an excel sheet in order to register them all in a single step.</li> <li>The admin can remove any user from the portal in order to cease their login.</li> </ul>
4	<b>Analytics</b>	<p>There shall be an Analytics module in the solution through which the Admin user can view and extract reports in Excel and PDF format. The reports shall be provided with the functionality for the following data sets:</p> <ol style="list-style-type: none"> <li><b>User Data:</b> User data shall consist of reports for total users registered on the solution (including end users as well as canteen/kitchen managers, Delivery persons, and Admin users).</li> <li><b>Order Data:</b> Order data shall consist of the reports (date/week/month wise) for total orders (including delivered as well as cancelled by user or cancelled by canteen/kitchen manager).</li> <li><b>Food Item Category Data:</b> This shall consist of reports with details of all food item categories maintained in the solution with a separate indicator of changes/update made in food item categories on daily, weekly, monthly basis.</li> <li><b>Food Item Data:</b> This shall consist of reports with details of all food items maintained in the solution with a separate indicator of changes/update made in food items on daily, weekly, monthly basis.</li> <li><b>Payment Data:</b> This shall consist of reports based on payments made by the users for their respective orders. The payment reports shall have the consolidated view of payments modes (Card, UPI, etc.) as well as separate reports for each payment mode.</li> <li>Any other customer reports which may be required by the user department at any point of time.</li> </ol>
5	<b>Feedback/Query Submission and Contact Us</b>	<p>The Admin shall be able to submit queries/feedbacks and shall be able to use the Contact us feature as defined in section 4(xviii). Additionally, the admin shall also have the super user access to the ticket management tool for tracking and visibility of all tickets/issues raised.</p>

**Table 3: Features for Admin**

**Note 1:** The Vendor shall get the security audit (by a CERT-IN empaneled security auditor) of the solution (including all features and functionalities) and associated components and shall submit the audit report/certificate as defined in Annexure 9.

**Note 2:** The solution shall be scalable & adaptable enough to have more users, user types, and kitchen/canteen, reporting features and any other additional functionalities at any point of time.

## 4.2 Data Security, Confidentiality and Privacy

- i. The Vendor 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.
- ii. The Vendor acknowledges that business data and other user proprietary information or materials, whether developed by user branches or user department or being used by user department 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 user department; and Vendor 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 Vendor to protect its own proprietary information. Vendor may come into possession of such proprietary information, even though Vendor 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. Vendor shall use such information only for the purpose of performing the said services.
- iii. Vendor shall, upon termination of the agreement for any reason, or upon demand by user department, whichever is earliest, return any and all information provided to Bidder, including any copies or reproductions, both hardcopy and electronic.
- iv. Privacy of the end user data must be protected all the time, at rest and during transit to and from the Vendor system and the User Department.
- v. Personal Identifiable Information (PII)
  - i. PII shall be masked at all times and shall be stored securely and separately. The stored data MUST NOT be read by any other means unless warranted by requirements laid out by the User Department.
  - ii. Vendor shall identify such sensitive data in voice and text in consultation with User Department and as per relevant regulations laid out from time to time as required.
  - iii. Vendor shall make provisions to purge PII data, when necessary, manually, and/or automatically.
  - iv. Vendor shall also make provisions for anonymization of personal data as and when required.
  - v. Whenever required by the User Department, the Vendor shall make appropriate transfer of ownership of datastores with personal and sensitive data.
- vi. Adherence to laws and regulations on sensitive data handling and storage.
  - i. Vendor shall meet industry and global best practices for data security and privacy.
  - ii. All data must be stored within geographical boundaries of India ONLY.
  - iii. Vendor shall comply to rules and regulations laid out by Government of India from time to time like India's PDPA (personal data protection act), etc.

- vii. Audit and compliance:
  - i. While User Department reserves the right to conduct audits through its third party appointed agency, the Vendor must also conduct regular audits for compliance on data privacy controls.
  - ii. Audit of cloud environment for controls on data privacy to be done and certificate shall be shared with User Department whenever required.
  - iii. The security audit of the solution shall be arranged and conducted by the Vendor by a CERT-IN empaneled security auditor and shall be submitted as per timelines defined in Annexure 9.

### **Confidentiality**

- i. The Bidder shall not use confidential information, the name, or the logo of Parliament of India/User department except for the purposes of providing the service as specified under this tender.
- ii. The Bidder may only disclose confidential information in the following circumstances:
  - a) with the prior written consent of user department
  - 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 user department.
    - 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 user department.
- iii. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of user department.
- iv. The Bidder (Recipient)/ OEM shall execute/sign a Non-Disclosure Agreement (NDA) with user department.
- v. The Bidder shall notify the user department 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 the user department.
- vi. The Bidder/OEM shall be liable to fully recompense the user department for any loss arising from breach of confidentiality. the user department 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.

### **4.3 Documentation**

- i. The Vendor shall create and maintain standard documentation (but not limited to) as below:
  - a. Conceptualization & Design of solution, Development and Testing (System Architecture (including solution architecture as well as security architecture), Design Guidelines, Detailed BRDs (Business Requirement Document), Intents, Entities, Functional & Non-Functional Requirements, Functional Testing documents & scripts, Test plan, Test Cases etc.)
  - b. SDLC Documents - Models/Methodologies (Agile, Scrum, Waterfall, etc.), Algorithms, etc. used for the solution.
  - c. Release and Deployments.
  - d. Documentation on improvement and enhancement parameters of the solution on quarterly basis.
  - e. Performance and Security Testing Report.
  - f. Training and User Manuals.

- g. Privacy policy that will be placed in the solution and may be referenced otherwise also.
- h. Infra and solution integrations.
- i. Scripts and Configurations.
- j. Project plans and schedules.
- ii. All documentation shall be in English.
- iii. Documentation for backup and recovery procedures.
- iv. User Manual of the solution.
- v. Any other document as required by the User department at any point of time.

#### **4.4 Ownership and Retention of Solution as well as information consumed/stored**

- i. The user Department shall completely own the Solution and its associated components like designs, source code, integration APIs, consumed and stored data, etc. and every other component which are dedicatedly conceptualized, designed, developed, tested, and deployed under this project on a dedicated cloud space/instance for User Department.
- ii. Forthwith upon expiry or earlier termination of the contract with Vendor and at any other time on demand by User Department, the Vendor shall deliver/transfer the complete solution and its associated components to the user department at no additional cost.

#### **4.5 Ownership and Retention of Documents**

- i. User Department shall own the documents, prepared by the Vendor arising out of or in connection with this tender.
- ii. 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.

#### **4.6 Training of User Department on use of Solution**

- i. The Vendor shall conduct recurrent trainings for the User Department users/administrator, etc. on effective use of the solution in form of e-tutorials with voiceover, as well as documentations and on-premises demonstration & training. The trainings shall be done on no additional cost and shall be included in the scope of the desired solution.
- ii. The training shall be on the technical, functional, integration and usage aspects of the solution.
- iii. Training can be clubbed for few departments and can be provided physically or through VC.
- iv. Training shall be conducted in English/Hindi.
- v. Training location will be in User Department office or Video Conference (as suggested by the User Department).

#### **4.7 Deployment and Infrastructure**

- i. The Vendor will arrange and provide the Cloud infrastructure and associated services (through any of the MeitY/NIC empaneled Cloud Service Providers) and shall include the relevant setup & hosting costs related to it for Development,

Staging, UAT, Production and Backup and Recovery instances on cloud in the financial proforma (**Annexure 14** as per the format provided).

- ii. The initial analysis of sizing, setup, and management of the infra for the required solution in terms load, availability, performance, scalability, and other system dependent requirements shall be done by the Vendor and shall be indicated in its bid.
- iii. The Vendor would be responsible for setting up the Development, Staging, UAT, Production environments.
- iv. All the infrastructure and hardware, software level responsibility for setup, hosting, operations, maintenance, and support for the solution shall be arranged and managed by the Vendor.

#### **4.8 Operations & Maintenance**

The Vendor shall provide operations and maintenance support and carry out regular ongoing activities related to upgrade, monitoring and maintenance of the solution, bug fixing, enhancements etc. The reporting on all updates related activities to be shared with the User Department on a monthly basis. It is expected to comply with the following O&M criteria in order to meet the relevant SLAs as defined in [Annexure 8](#).

##### **4.12 Ticketing**

- i. The Vendor shall provide a dedicated ticket management tool which shall be inbuilt the solution and can allow all users (as defined in table 1 of section 4.1) to raise a query/feedback in form of a ticket (as defined in section 4(xviii)).
- ii. There shall be a dedicated resource provided by the Vendor for ticket management and on call/email support.
- iii. The Vendor shall provide ticket resolution and technical assistance/discussion wherever required for issues reported by all users/User Department for issues and feedbacks related to the solution.
- iv. The Vendor team shall fix the query/issues/feedbacks raised on the ticket and then close the ticket for the particular query/issues/feedbacks.
- v. There shall be no additional license/cost consequence on User Department for the ticketing system provided in the Solution.

##### **4.13 Solution Improvement, Upgrade, and Bug Fixing**

- i. Access to the Project Management & ticketing tool shall be provided by the Vendor to the User Department for tracking and visibility of the complete project (including requirement gathering, user stories, designs, documentation, as well as defects/bugs related to the solution).
- ii. The Vendor shall fix all the issues/bugs that are logged in the ticket management tools (as defined in section 4.12) during the contract period.
- iii. Tickets raised against defects/bugs have to be resolved by the Vendor in a timely manner as per the SLAs as defined in **Annexure 8**.
- iv. Continuous resolution of issues and changes proposed by internal and external stakeholders and including addition of new sub-features.
- v. Update training, user manuals etc. on a regular basis and provide training to designated members/branch of User Department for proper handling of user issues that are raised at helpdesk.
- vi. For issues of critical nature such as ones causing outage of service, the Vendor team shall provide prompt support to fix them.

#### 4.14 SLA Monitoring Tool & Reports

- i. The vendor shall provide an SLA monitoring tool inbuilt in the platform and shall submit SLA & penalty reports (system generated through the SLA monitoring tool) from the platform as following:
  1. SLA Compliance and deviation report for all items under the scope of this document and Annexure 8 on monthly basis.
  2. Monthly penalty reports (as per the penalty logic defined in SLA Annexure 8).
- ii. The Vendor shall be responsible to provide necessary data, logs, access, etc. and to get the SLAs and other system parameters audited from User Department or appointed audit partner whenever intended by User Department.

#### 4.15 Reporting and MIS

Though most of the reporting needs shall be fulfilled by the requirements as mentioned in section 4.1(C) (iv) of this RFP, the Vendor shall provide custom reports as well, in case required by User Department at any time during the project. The SLA criteria for reporting parameters shall be followed as defined in **Annexure 8**.

#### 4.16 Technical Support

- i. The Vendor shall provide for technical support resources and roster them as per the requirements on 24\*7 basis covering basis.
- ii. Providing technical assistance to Helpdesk and User Department wherever required.
- iii. The cost of the Technical Support and required components and resources shall be included in the cost structure as defined in Annexure 14.

#### 4.17 Solution and Infrastructure Monitoring

- i. The Vendor shall deploy all requisite manpower, tools, and software for proactive monitoring of resource utilization, load and performance, system health etc. of the solution in order to meet the relevant SLAs for solution and infrastructure availability is defined in **Annexure 8**.
- ii. The Vendor shall implement necessary automation wherever possible for monitoring and raising alerts for issues and system outages if any.

### 5. Delivery Timeline and Workplan

- i. Vendor shall prepare and submit a project workplan considering the completion of the total amount of work as defined in scope in this RFP and the maximum duration of delivery will be of **40 (Forty) days**.
- ii. The expected timelines of delivery of workplan are defined in **Annexure 9 Deliverables & Delivery Schedule**.
- iii. O&M period shall begin from Go-Live date of solution along with the SLA as defined in **Annexure 8** and will run for a duration of **3 years** from the Go-Live date of the solution in production environment.
- iv. Vendor will be given 'Completion Certification' for the delivery completed in all aspect as per the scope of work and deliverables as in **Annexure 9**. Completion certificate format is provided in **Annexure 17**.

### 6. Bid Time Schedule

- i. No Bid will be accepted after the expiry of the time schedule of the tender as given in the GeM portal.



- ii. 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.

## 7. 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 Vendor 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.

## 8. Earnest Money Deposit (EMD)

1. Earnest Money Deposit (EMD) of amount as given in “Annexure 21: 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 the following beneficiary:

**Beneficiary:**

Drawing and Disbursing Officer, Lok Sabha

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

Branch - Software Unit, The user department, New Delhi-110001

The format for Bank Guarantee for EMD is in **Annexure 22**.

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), Ministry of Commerce and Industry, Government of India (formerly Department of Industrial Policy & Promotions (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 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 the user department 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 24**. Documentary proof for the same must be uploaded by the bidders in the GeM portal as well as submitted physically at the user department 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 the user department **within 5 days** of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid by the user department without making any reference to the bidders.
7. EMD 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.
8. 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.

## 9. 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 12**. 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 23**.

## 10. Technical Bid

Details of services to be procured are given in **Annexure - Technical**. Vendor shall also see the **Section 4 - Scope of Work** 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.

## 11. Financial Bid

Details for submitting Financial Bids are given in “Annexure 14”.

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

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

1. The user department 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 the user department through email on “[digitalsansadpmu-lss@sansad.nic.in](mailto:digitalsansadpmu-lss@sansad.nic.in)”.
4. The user department 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

## 13. Bid Submission Process

### i. 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.

### ii. 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.

### iii. 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 the user department 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.

#### **14. Technical Evaluation Process**

1. Details of solution related technical Specifications/requirement which is to be procured are given in **Section 4 - Scope of Work** and "**Annexure 13**".
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 13**" at the Parliament premises. Bidders are required to be ready for installation of the solution at Parliament site within **10 days** of bid submission for technical evaluation. No request for subsequent extension will be entertained.
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, the user department 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.

## **15. 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. The user department may negotiate with the selected bidder in case the quoted rate is higher than the rate of similar product in existing Government 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 the user department 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.

## **16. 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 24** 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 of 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 24** of this tender document.
4. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services to the user department, 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 user department, 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 the user department 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 the user department.
9. The user department 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 the user department convenience and the date upon which such termination becomes effective. the user department 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, the user department shall be intimated the same with convincing justifications, at least three months in advance. the user department will conduct enquiry about such claims and the availability of equivalent or better alternatives. The decision arrived at by the user department 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 the user department.
12. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the vendor. the user department shall remain indemnified of any conflict of such nature arising between the agency and its employees. The user department 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 25**)
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 25**; 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 19: 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 14**) 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 The user department 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 may be worked out as per 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 The user department 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 The user department's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of The user department 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.

## **17. Placing of Purchase Orders**

1. The user department will place Purchase Order to the final 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 The user department 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, The user department 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.

## **18. User Acceptance Testing Process (UAT)**

1. The Vendor shall provide access to the user department to test the solution and required features in staging and UAT environments for complete scope as defined in this RFP.
2. User department will conduct UAT for the solution and associated components (as defined in this RFP) for acceptance approval. Vendor will incorporate all the UAT feedbacks by user department. Vendor shall clearly define timeline for UAT for deliverables in proposed workplan.
3. As a part of UAT, the vendor shall prepare the UAT test case scripts and get those approved/amended by the User department. The test case scripts for UAT shall be derived out of the features and functionalities as defined in the scope of this RFP.
4. The UAT will only be considered as pass with successful execution of all test cases script (100% success) out of the total defined test case scripts.
5. The response time of the solution components (web interface and mobile app as defined in section 4.1 and all functionalities, activities as per features of type of users defined in section 4.1) shall not be more than 1 second to achieve UAT clearance.
6. Vendor may ensure the availability and alignment of support staff/resources to facilitate the user acceptance testing by user department.
7. The user department reserves the right to reject any deliverable if found unsuitable and/or not conforming to the approved specifications or quality criteria.
8. Only after successful completion of the UAT process, the UAT work completion certificate will be issued.
9. Vendor will provide all required support during UAT process.

## **19. Delivery and Penalty**

### ***Delivery***

1. Delivery shall be done as per the delivery schedules defined in **Section 5 and Annexure 9**.
2. Complete details of deliverables and expected schedules are mentioned in **Annexure 9**.

### ***Penalty***

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

## **20. Payment Process**

1. Payment will be processed as per the "**Annexure 11: 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 the user department as per the clauses in "**Annexure 11: 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 the user department, 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 the user department is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to the Vendor.

## **21. Service Level Agreement (SLA)**

1. Vendor will provide SLA based O&M support for 3 years (from the date of go-live of the solution in production environment) for the all the components of the solution, infra, and associated services as mentioned in the scope of work for no additional cost as per the terms mentioned in **Annexure 8 - Service Level Agreement**.
2. During the O&M support period vendor also needs to maintain the service level as defined in **Annexure 8 - Service Level Agreement**. 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.

## **22. Project Monitoring Committee**

- i. At the start of the project, The user department 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.
- ii. The user department shall issue the completion certificate and upon completion of UAT and go-live in production (as defined in Annexure 9) and associated required task as per the tender document and post successful delivery as per the recommendation of the committee.



- iii. 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.
- iv. 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.

## **23. Change Request**

During the project tenure, vendor may be required to make customization as per the requirement of user department or any other enhancement to the solution 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 with prior approvals from User Department.
3. On approval of Change Request, vendor may start the work.
4. The change request value shall not exceed 2% of the total project value.
5. Any feature/functionality/change/upgrade related to the existing scope as defined in this document shall not be considered as a change request and shall be covered within the O&M support without any additional cost.
6. All the Change Requests will be submitted and approved in format as in **Annexure 16**.

## **24. 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 24** 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 The user department), 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. The user department 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. The user department 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. The user department 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 user department 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**

- a) The user department 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**

- a) Default is said to have occurred
  - 1) If the vendor fails to accept the Purchase Orders.
  - 2) If the vendor fails to execute purchase order in time schedule given/extended by the user department.
  - 3) If the vendor's execution performance is not satisfactory even after repeated reminders to improve.
  - 4) If the vendor fails to perform any other obligation(s) under the contract.
- b) 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.
- c) The user department 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 The user department 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**

- a) The Selected Vendor shall indemnify The user department 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:
  - 1) Any negligence or wrongful act or omission by the Selected Vendor or any third party associated with Selected Vendor in connection with or incidental to this Contract, or
  - 2) Any breach of any of the terms of this Contract by the Selected Vendor, the Selected Vendor's team or any third party, or
  - 3) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof.
- b) The Selected Vendor shall also indemnify the user department 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.
- c) The user department 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.
- d) 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:

- a) 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.
- b) 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.
- c) For the selected Vendor, EMD will be refunded, without any interest accrued within 15 days after the receipt of Performance Security Deposit.
- d) Performance Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of the user department, 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.
- e) 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.

**f) Liability of the Selected Agency/Vendor**

- 1. Except conditions enumerate in Indemnity clause, the damage caused by the selected Vendor/ Agency to the user department under any work order issued

pursuant to this tender, the selected agency shall be liable to the user department 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 the user department stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.

## 25. Blacklisting

An undertaking (self-certification in company's letterhead) is to be submitted, as per format provided, **Annexure 20**.

(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 The user department 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 the user department, 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

### a) 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>• Partnership Deed</li> <li>• Valid Income Tax Registration Certificate.</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 <b>2 Crore</b> as an average annual turnover during preceding 3 financial years.	<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>
		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>• 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 at least <b>5 projects</b> including minimum 2 (two) end-to-end implementation for central or state govt departments or PSU (during last 3 financial years ending Mar'2022) of the desired solution of cumulative value of 50 lakhs INR or more.	Copies of the work order and completion certificate/proof of payments for these projects.
4	<b>Basic Certifications</b>	ISO 9001 and 27001 Certification.	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 20 employees that are involved and have experience in desired technology project.	HR certificate  Submission of PF/ESIC registration and PF compliance is mandatory.  Resume of the technology professional needs to be shared.
7	<b>OEM Partnership</b>	The Bidder (if not OEM itself) shall be an authorized Partner of the proposed OEM.	Bidder needs to submit signed MAF (as per <b>annexure 25</b> ).  Also, Bidder needs to submit OEM eligibility criteria compliance sheet as mentioned below.

#### b) Eligibility Criteria for the OEM

Sl. No	Eligibility Criteria	Reference details / Documentary evidence
1	The solution of the OEM must be running in at least 5 projects including a minimum of 2 (two) central or state govt departments or PSU in last 3 years.  The OEM shall produce minimum 5 POs (POs in the capacity of OEM) of cumulative value of more than 50 lakh (during last 3 financial years ending Mar'2022) to establish their credentials.	Copies of the work order and completion certificate/proof of payments for these projects.
2	The OEM for the proposed solution shall have a development centre in India, with not less than 20 employees, working on the web and mobile based software application development projects.	Self-certification from authorized signatory or valid HR certificate.
3	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.

**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 & MSME- Firms who are certified/recognized as a startup/MSME with valid proofs as per Govt. of India norms and regulations shall be considered for exemption from criteria as mentioned in S. No. - 2,3,4 and 6 in "table a" and, S. No. 1 and 2 in "table b" (in case the OEM is also recognized as a startup/MSME with valid certificates). In such cases, an attested copy of the valid Recognition/Certification of being a Startup/MSME must be furnished.
3. The valid Startup/MSME certification/recognition must be also submitted physically before bid submission end date and time at the user department 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 13: Technical)

LINE ITEM	DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING	DEVIATION IN THE OFFER	BRIEF REASON FOR THE DEVIATION

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 the 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. Self-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.

<b>Technical Evaluation (Minimum Qualifying score is 70)</b>				
S. No	Criteria	Basis for valuation	Max Score	Supporting
<b>I.</b>	<b>COMPANY PROFILE &amp; RELEVANT STRENGTH</b>		<b>30</b>	
1.	Experience in end-to-end implementation of web & mobile based applications that have either been completed or an ongoing project.	<p>The work order shall have been issued within the last 5 years, as on date of submission of bid.</p> <p>Up to 2 projects - 10 Marks 3 to 5 projects - 20 Marks More than 5 projects - 30 Marks.</p> <p>Cumulative value of all projects must be more than INR 1 Cr. otherwise the project count will not be considered.</p>	30	Copies of the work order and Completion certificate/payment proof.
<b>II.</b>	<b>APPROACH &amp; METHODOLOGY for evaluation of Bidder</b>		<b>70</b>	
2.	<p>Demonstration of understanding of the user requirements - Demonstration of the desired solution to be done as part of technical evaluation.</p> <p>The Vendor is expected to showcase the entire functionality of the desired solution as defined in this RFP.</p>	<p>Qualitative assessment based on demonstration of understanding of the user requirements through:</p> <ul style="list-style-type: none"> <li>▶ End to end implementation of desired solution with clearly defined steps covering the entire requirements as per the scope of work.</li> <li>▶ Risk mitigation process.</li> </ul>	40	<p>Detailed write up and demonstration covering all aspect of the proposed solution</p> <p>Response to the technical compliance sheet given in <b>Annexure 13</b> will also be evaluated.</p>

	The Vendor will be provided with opportunity to demonstrate end to end food order journey execution on web as well as mobile applications (Android/iOS).			
3.	Approach and Methodology to perform the work in this assignment including Project work break down structure.	Qualitative assessment based on 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. Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference.	20	Detailed write up on approach and methodology with work plan.
4.	Manpower Resource Quality	Educational qualification and experience of the key resources and software development experts 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 go live in production.
3	O&M Support	As per section 4.8 and <b>Annexure 8</b>
4	Extension	on mutual consent

## 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 (T <sub>x</sub> )	Normalized Score (T_Norm)
Bidder 1	T(max)	100
Bidder 2	T <sub>2</sub>	100x(T <sub>2</sub> /T(max))
Bidder 3	T <sub>3</sub>	100x(T <sub>3</sub> /T(max))
Bidder 4	T <sub>4</sub>	100x(T <sub>4</sub> /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 14**) is **F(lowest)**, then the normalized score (**F\_Norm**) for all bidders will be calculated as below -

Name	Actual Score (F <sub>x</sub> )	Normalized Score (F_Norm)
Bidder 1	F(lowest)	100
Bidder 2	F <sub>2</sub>	100x(F(lowest)/F <sub>2</sub> )
Bidder 3	F <sub>3</sub>	100x(F(lowest)/F <sub>3</sub> )
Bidder 4	F <sub>4</sub>	100x(F(lowest)/F <sub>4</sub> )
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 14**) 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:

Packet- 1	<p>The file shall be saved in a PDF version and marked as:  <b>"Parliament Food Order Management System_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 -20</b></li> <li>2. Scanned copy of EMD (as per <b>Annexure 21</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 The user department's format attached in this tender in <b>Annexure 22</b>).</li> <li>3. Scanned copy of duly filled <b>Annexure 3</b> Bid Declaration Form.</li> <li>4. MAF as per <b>Annexure 25</b></li> <li>5. Document Checklist (To be prepared on letter head of bidder)</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. <b>The bank details</b> as mentioned in <b>Annexure 15: Bank Details</b>).</li> <li>9. <b>Bidder and OEM</b> to submit NDA as per <b>Annexure 19</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>
Packet- 2	<p>The file shall be saved in a PDF version and marked as:  <b>"Parliament Food Order Management System_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> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>ii. Detailed technical write-up and supporting documents highlighting each item in the Technical Evaluation criteria in separate sections.</li> <li>iii. Compliance sheet on the technical features of the solution as given in <b>Annexure 13</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 14 - 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 18</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: Service Level Agreement (SLA)

### A. Service Level Agreement (SLA)

The purpose of the Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to the user department for the duration of the Operations and Maintenance support period (for 3 years).

The SLA monitoring will be there throughout the O&M support period (3 years) as defined in section 4.8 and shall start after the go-live date of solution.

Vendor will maintain the service level throughout the O&M period and failing to meet the same will attract penalty as per the below SLA terms. The penalty reports shall be generated by the Vendor as per the logics defined in this SLA framework and reports shall be generated and shared with the user on monthly basis.

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

#### 1. SLA for Solution Availability and Performance -

S. NO.	Items	Target	Penalty in case of SLA Breach	Additional Remarks
1	<p>Runtime availability of the solution (including web and mobile applications) - Daily availability will be measured as - (Downtime (in hours)/24) * 100 <b>For Monthly SLA Monitoring -</b> Average of the day wise availability shall be taken for arriving at the monthly score for the concerned parameter. For this SLA parameter, an automatic reporting for each day shall be generated and to be shared with the user department on EOD basis.</p> <p><b>Note:</b> For the availability of cloud &amp; its services where the platform is hosted, there must be a back-to-back SLA between the vendor and the Cloud Service Provider and relevant proof shall be submitted by the vendor. Vendor shall ensure the SLA conditions given in this clause are met and no exemption shall be given for any downtime in cloud service.</p>	99.9%	For each 0.5% downside in monthly availability - a deduction of 0.05% on respective payment shall be charged.	If the uptime goes below 97.9%, an additional penalty of 0.1% on respective payment shall be charged.
2	<p><b>Mobile App Response Time -</b> Vendor shall capture the logs for calculating the mobile app response time on every activity/request/launch and use</p>	<=1 Second	For each 0.5 sec increase in Average Response Time (Monthly) a penalty 0.05% on respective	If the Average Response Time (Monthly) goes above 5 Sec, additional penalty

	of the app and shall provide system generated data/report for Average Response Time for an entire day.  For Monthly SLA Monitoring - Average of the day wise response time shall be taken for evaluating the monthly score for this parameter.		payment shall be charged  Payment milestone to be referred as in <b>Annexure 11.</b>	of 0.1% of respective payment shall be charged.
3	<b>Web/Desktop App Response Time -</b> Vendor shall capture the logs for calculating the web/desktop application response time on every activity/request/launch and use of the app and shall provide system generated data/report for Average Response Time for an entire day.  For Monthly SLA Monitoring - Average of the day wise response time shall be taken for evaluating the monthly score for this parameter.	<=1 Second	For each 0.5 sec increase in Average Response Time (Monthly) a penalty 0.05% on respective payment shall be charged  Payment milestone to be referred as in <b>Annexure 11.</b>	If the Average Response Time (Monthly) goes above 5 Sec, additional penalty of 0.1% of respective payment shall be charged.
4	Timely Submission of SLA Reports	All SLA based reports (as in section 4.14) for the previous month shall be submitted by the 3rd day of the current month	For a delay of each one day, a penalty of <b>INR 500.00</b> on respective payment shall be charged.  Payment milestone to be referred as in <b>Annexure 11.</b>	T+1 day = 500 T+2 days= 1000 And so, on (T = 3rd of every month)

## 2. SLA for Issue Resolution -

- i. For Any issues/bugs/defects related to the solution or web interface, mobile app, there will be ticketing system where User Department will raise a ticket and Vendor needs resolve the same as per below SLA mentioned in the table.
- ii. Vendor will deploy adequate support manpower at the user premises to maintain SLA and this shall be covered within the O&M support with no additional cost.
- iii. The following SLAs are independent of SLAs as in section 1.

SI No	Severity	Issue Description	Resolution Time	Penalty
1	Critical	Web and Mobile apps,	1 hour	INR 5000/- per hour shall be

		Backend system and any other component are not functional in production environment		<p>charged (for every hour of delay in resolution of the issue) on respective payment</p> <p>Maximum penalty amount accrued will be <b>25%</b> of the Performance Security Amount.</p> <p>After that User Department may decide to forfeit the entire Performance Security Amount.</p>
2	High	Any of the components of the web and mobile app (for e.g., Admin user module, Analytics Module, Order Management, Menu Management, User Registration, etc. is not operational.)	1 hour	<p><b>INR 5000/-</b> per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment</p> <p>Maximum penalty amount accrued will be <b>20%</b> of the Performance Security Amount.</p> <p>After that User Department may decide to forfeit the entire Performance Security Amount.</p>
3	High	<p>Web and Mobile apps are operational but has major performance issues as indicated below -</p> <p>Generally, app response time shall be within 1 second.</p> <p>App performance statistics shall be captured in the Analytics module of the solution as defined in the scope of work.</p> <p>If App response time is persistently high beyond the acceptable level, then vendor needs to create a ticket and act on the issue immediately.</p>	1 hour	<p><b>INR 5000/-</b> per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment.</p> <p>Maximum penalty amount accrued will be <b>20%</b> of the Performance Security Amount.</p> <p>After that User Department may decide to forfeit the entire Performance Security Amount.</p>

4	High	Any major security issue identified through independent security audit performed by third party.  Vendor needs to address all the findings of the security audit in a timely manner.	4 hours	<b>INR 5000/-</b> per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment.  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.
5	High	Ticket created in the ticketing system (as defined in section 4.12) for the issues except from S. No. 1 to 4 in this table shall be addressed within 4 hours of ticket generation.	4 Hours	<b>INR 500/-</b> per hour shall be charged (for every hour of delay in resolution of the ticket) on respective payment.  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.
6	High	Number of incidents reported of the nature (Sl. No 1 to 4 of this table) are more than 2 incidents in a week in each category.	NA	<b>Penalty of INR 25000/- per incident</b> shall be charged on respective payment.  Payment milestone to be referred as in <b>Annexure 11</b> .

Note 1- "Hours" mentioned in the above table is not working hours but general hours. Support duration expected is 24X7.

Note 2- The SLAs can be modified/added by the user department in consultation with the vendor.

Note 3- Approved downtime to be excluded from SLA calculations as applicable.

## Annexure 9: Deliverables & Delivery Schedule

The project shall be executed/delivered in following milestones as per overall scope defined in this document and the following deliverables to be completed by the Vendor as per defined timeframe:

S. No.	Milestones	Deliverables	Timeline
1	Project Plan Submission (The day of submission of Draft Project Plan)	Draft Project Plan	5 days from work order release
2	Deployment & Readiness of the Solution	Deployment & readiness of the solution in UAT environment. UAT test case scripts submission shall be done by the Vendor so that user department shall start the UAT.	25 days from work order release
3	User Acceptance Testing (UAT) (Completion Date)	Rectification and closure of UAT observations and issues shall be done by the vendor on the issues raised by user department.	30 days from work order release
4	Security Audit	Security Audit report submission shall be done by the Vendor.	40 days from work order release
5	Complete Go-Live in Production	Deployment and Go-Live of the solution in production environment	40 days from work order release.

**Note:**

- i. The clearance and approval on UAT by the user department shall be subjected to the submission of security audit report for the security audit of the web & mobile application components of the solution which must be done by a Cert-IN empaneled auditor.
- ii. There shall be a Hypercare period of 7 days post the go-live of the solution in the production environment wherein the support from the vendor shall be expected on all terms (technical support, manpower assistance, on call support, etc.) related to the solution availability and proper functioning on 24\*7 basis.

## **Annexure 10: Penalty**

- a) Work & deliverables shall be carried out by vendor as per agreed workplan with the user department.
- b) Vendor shall ensure the timely delivery of different items/phases as mentioned in **Annexure 9**.
- c) Deviation from delivery timeline (as per **Annexure 9**) will attract penalty as given below in next section.
- d) Delivery related penalties will be independent to operational penalties.
- e) The sum total of all penalty shall not exceed 10% of **total Purchase Order (PO) value**. In case the penalty amount exceeds the limit, The user department 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 (X as defined in Annexure 14)** will be charged per day for each day delay in submission of workplan as per the timeline (5 Days) given in point 1, **Annexure 9**. This is subject to a maximum of **5 days of penalty deduction** beyond which The user department 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 (X as defined in Annexure 14)** will be charged per day for each day delay in delivery of points 2 to 5 (As in **Annexure 9**) to the user department as per approved 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 The user department reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.
- 3) **1.0% of the total Purchase Order (X as defined in Annexure 14)** 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 The user department 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 solution and associated components and patch, update/upgrade activities performed by the vendor.

## Annexure 11: Payment

- 1) Vendor shall raise bill on the following milestones. Before raising bill, vendor shall take approval of user department on the delivered work for which bill is being raised.
- 2) Payment will be made as per the below payment milestone:

#	Description	Percentage of payment
<b>Milestone 1</b>	5 days post the date of complete go-live in production	25% of <b>XA</b> (as defined in Annexure 14)
<b>Milestone 2</b>	45 days post go-live in production	35% of <b>XA</b> (as defined in Annexure 14)
<b>Milestone 3</b>	90 days post go-live in production	Remaining 40% of <b>XA</b> (as defined in Annexure 14)
Quarterly payment for O&M support in O&M support period (invoice to be submitted by end of quarter on quarterly basis at rate of $XB/4$ )		Quarterly payment at rate of $XB/4$ ( <b>XB</b> is defined in Annexure 14)

**Note 1-** Payments which are to be made post completion of go-live of solution, will be made only after submission of security audit report/certificate by third party security auditor (preferably CERT-IN empanelled).

**Note 2-** The payments will be subjected to SLA as defined in **Annexure 8**.

- 3) Vendor must provide knowledge transfer to the user department after readiness of the solution (Point 2, Annexure 9) before starting UAT otherwise the deliverable will not be considered as complete.
- 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 The user department.
- 5) Penalty if any, will be imposed as per **Annexure 10** and **Annexure 8** and deducted from the payment as applicable.

## Annexure 12: 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 O&M 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:**

1. Selected bidder shall be required to give Performance Security Deposit within 15 days from the date of award of contract in GeM portal.
2. 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.
3. 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.
4. 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.
5. Performance Security Deposit may be forfeited under specific conditions as defined in this tender document.
6. 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.
7. Performance Security Deposit to be issued for -  
**Beneficiary:**  
Drawing and Disbursing Officer, Lok Sabha  
Room No. FB-045, Parliament Library Building,  
Computer (HW&SW) Management  
Branch - Software Unit, The user department, New Delhi-110001



### Annexure 13: Technical

Services to be provided for the end-to-end proposed solution as defined in the scope of work in this document as per User Department requirements. For detailed requirement, please refer to the scope of work section for each work item mentioned below.

1. Complete set up and deployment of solution as per scope in this document.
2. Information & Application Security audit (by CERT-IN empanelled auditor) of the solution and audit reports- to be provided by vendor.

#### Technical Compliance of the desired Solution:

Sl. No.	Feature list	Fully Complied	Partially Complied	Not Complied	Details of the feature
	<b>Type of Users-</b> The platform shall have the provision of constituting different user types (including the following but not limited to)				
1	<b>Member of Parliament/Officers/Staff of Parliament, etc. (End User):</b> <b>User Type 1-</b> These will be a pre-defined limited set of users for which the delivery of orders will be done to their desired location in Parliament. <b>User Type 2-</b> These will be the users excluding User Type 1 for whom the delivery shall not be done to any desired location, but the users can be notified to get the order picked up from a particular canteen/kitchen or pickup location.				
2	<b>Canteen/Kitchen Manager:</b> The canteen/kitchen manager will have access to the features and control for supporting end-to-end food item order and delivery process journey.				
3	<b>Admin:</b> The admin user will be the super user and shall have the overall control of the solution & associated components.				
	<b>Features for Member of Parliament/Officers/Staff of Parliament (End User):</b> The end user will have access to the features for requesting end-to-end food item order journey which shall include the following (but not limited to):				
4	<b>Interface:</b> A mobile based application for Android/iOS.				
5	<b>Register:</b> The end users shall be given registration facility with				

	their Name, official email address, registered mobile number, etc. (The provision of end user registration shall be provided with the requirements as mentioned in Section 4 (i))				
6	<b>Login:</b> The user will be able to login into the application with the registered email id/mobile number as given in registration. The login need not to be done by the end user on every instance on opening the app but shall be periodic. Tenure of period shall be decided later with mutual discussion.				
7	<b>Selection of Building &amp; Canteen/Kitchen:</b> This will give the option to the end user to select the building and next select the canteen/kitchen within the Parliament where they want their order from. Based on selection of the building and canteen/kitchen by the end user, the respective building canteen/kitchen food Menus shall be displayed from based on items available in that canteen/kitchen.				
8	<b>Application Home Screen:</b> The home screen will provide quick access to the following sections: <ul style="list-style-type: none"> <li>a) <b>Today's Menu:</b> This will show list of items available for the day in category of Breakfast, Lunch, Snacks, Special items, etc.</li> <li>b) <b>Price of items:</b> Price of each item available in the menu.</li> <li>c) <b>Last Orders:</b> This will show the details of historical orders.</li> </ul>				
9	<b>Item Detail Page:</b> This page will open when the user selects an item in the menu and will include the following detail about food				

	<p>item:</p> <p>d. Pictures: Some high-quality pictures of the serving.</p> <p>e. Food Category: Breakfast, Lunch, Dinner, Veg/Non-veg, etc.</p> <p>f. Short Description: Short description of the food item that aims to tell the user what other offerings with that food package like pickles, no. of chapatti, drinks, etc.</p> <p>Ownership of pictures, menu details, item description, etc. shall be decided later in the project and mutual support from the Vendor and User Department is expected to furnish the requirements.</p>				
10	<b>Payment &amp; Checkout:</b> The user will directly add the payment mode (Card, UPI, etc.) and pay through the desired payment mode and checkout.				
11	<b>My Orders:</b> This will have the details of all his past orders.				
12	<p><b>Order status:</b> The user can check the status of his order. The statuses can be:</p> <p>e. Pending: The default status of a new order, waiting for the canteen/kitchen manager's response.</p> <p>f. Preparing: The order is accepted &amp; the item is getting ready in the kitchen.</p> <p>g. Arriving: The item is on its way &amp; is going to be delivered soon. (this status to be used for User Type 1 as defined in Table 1 of this section).</p> <p>Ready for Pickup - The order is prepared and can be picked up from the canteen/kitchen location (this status to be used for user type 2 as defined in</p>				

	Table 1 of this section).				
13	<b>User profile:</b> This will display the present registered credentials of the user like name, email, mobile number, etc.				
14	<b>Logout:</b> The user can log out from the app.				
15	<b>Feedback/Query Submission and Contact Us:</b> The end users shall be able to submit queries/feedbacks and shall be able to use the Contact us feature as defined in section 4(xviii).				
<b>Features for Canteen/Kitchen Manager:</b> The canteen/kitchen manager will have access to the features for supporting end-to-end food item order journey which shall include the following (but not limited to):					
16	<b>Interface:</b> Web based				
17	<b>Login:</b> The user will be able to log in using the registered email ID/mobile number and the password provided by the admin of the User Department.				
18	<b>Order Management:</b> <ul style="list-style-type: none"> <li>• The canteen/kitchen manager will receive notification for every new order on the dashboard.</li> <li>• The canteen/kitchen manager can update the status of the order based on readiness.</li> <li>• The canteen/kitchen manager can assign orders to delivery persons available in the particular building and kitchen. (for user type 1)</li> </ul>				
19	<b>Menu Management:</b> The menu management will be done by the following system: <ul style="list-style-type: none"> <li>• The canteen/kitchen manager will enter the menu for a complete week (Day wise menu).</li> <li>• Every upcoming week</li> </ul>				

	<p>will follow the same menu, but the owner can change it anytime.</p> <ul style="list-style-type: none"> <li>• While changing the menu he will need to update all the details of the item like description, price, picture, etc.</li> </ul>				
20	<p><b>Feedback/Query Submission and Contact Us:</b> The Canteen/Manager shall be able to submit queries/feedbacks and shall be able to use the Contact us feature as defined in section 4(xviii).</p>				
<p><b>Features for Admin User:</b> The admin user will be the super user and shall have the control of the solution. They will have access to the following features (but not limited to):</p>					
21	<p><b>Interface:</b> Web based</p>				
22	<p><b>Registration &amp; Login:</b> The admin user(s) for the User Department shall be created by the Vendor using an email address and the password and relevant details as provided by the User Department for a single/multiple users for running the solution on behalf of the User Department itself.</p>				
23	<p><b>User Management:</b> They will be able to manage all the users on the solution by following operations:</p> <ul style="list-style-type: none"> <li>• The admin will need to enter user details into the portal only then the end user will be able to log into the app.</li> <li>• The admin can import bulk user data from an excel sheet in order to register them all in a single step.</li> <li>• The admin can remove any user from the portal in order to cease their login.</li> </ul>				
24	<p><b>Analytics:</b> There shall be an</p>				

	<p>Analytics module in the solution through which the Admin user can view and extract reports in Excel and PDF format. The reports shall be provided with the functionality for the following data sets:</p> <ul style="list-style-type: none"> <li>• <b>User Data:</b> User data shall consist of reports for total users registered on the solution (including end users as well as canteen/kitchen managers, Delivery persons, and Admin users).</li> <li>• <b>Order Data:</b> Order data shall consist of the reports for total orders (including delivered as well as cancelled by user or cancelled by canteen/kitchen manager).</li> <li>• <b>Food Item Category Data:</b> This shall consist of reports with details of all food item categories maintained in the solution with a separate indicator of changes/update made in food item categories on daily, weekly, monthly basis.</li> <li>• <b>Food Item Data:</b> This shall consist of reports with details of all food items maintained in the solution with a separate indicator of changes/update made in food items on daily, weekly, monthly basis.</li> <li>• <b>Payment Data:</b> This shall consist of reports based on payments made by the users for their respective orders. The payment reports shall have the consolidated view of payments modes (Card, UPI, etc.) as well as separate reports for each payment mode.</li> </ul>				
25	<p><b>Feedback/Query Submission and Contact Us:</b> The Admin shall</p>				

	be able to submit queries/feedbacks and shall be able to use the Contact us feature as defined in section 4(xviii). Additionally, the admin shall also have the super user access to the ticket management tool for tracking and visibility of all tickets/issues raised.				
26	The mobile app will be a geofencing enabled app which shall work only in Parliament premises.				

## Annexure 14: 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 (A)	Rate (B) (in INR)
One time solution setup cost (including end to end design, development, testing, security audit, and go-live covering overall scope & deliverables of this RFP)	<b>XA</b>
Per annum cost of Cloud Hosting of solution, operations, maintenance, mobile app hosting and support ( <b>post go-live</b> )	<b>XB</b>

**Note 1** - Vendor needs to quote cost of XA & XB separately in the financial proposal.

**Note 2** - if operations, maintenance, and support and hosting tenure is extended beyond the actual contract (3 years), in that scenario, the cost component quoted for (XB) as in Table 1 shall remain same even for the extended contract decided mutually between Vendor and User Department. The rate for XB may be further negotiated by user department during the extension of the contract if required.

#### Total Bid amount (for entire contract)

<b>Total Bid amount: <math>X</math> (in INR) = <math>XA + 3(XB)</math></b> <b>(3 denotes number of years)</b>
--

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:

- i. Prices in Financial Bid shall be quoted in the given format as mentioned above.
- ii. Financial Bids of only technically qualified bidders will be evaluated.
- iii. While quoting the final bid amount (X) vendor shall consider all related cost to meet the scope of work.



- iv. Final Bid amount (X) shall be quoted exclusive of all taxes & duties. However, all the taxes & duties shall be explicitly mentioned as given in the financial bid format.
- v. Taxes applicable by Govt of India shall be paid on actuals only; same shall be reimbursed extra as applicable from time to time.
- vi. Final Bid amount (X) shall be quoted in Indian Rupees and indicated both in number and words figure. Figures in words will prevail.
- vii. 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.

### Annexure 15: 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.

A. PARTY DETAILS: -	
1	Party Name (As Per Bank)
2	Address
3	City
4	State
5	Pin Code
6	Telephone No. with Fax
7	E-mail Address (for payment alerts)
8	PAN No.
9	Mobile No. (for payment alerts)
B. BANK DETAILS: -	
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 16 Change Request Form

All the Change Requests to be submitted and approved in the following format.

This form is divided into three sections. Section 1 is intended for use by the Vendor submitting the change request. Section 2 is intended for use by the Project Manager to document/communicate their initial impact analysis of the requested change. Section 3 is intended for use by the Change Control Authority to document their final decision regarding the requested change.

1.) SUBMITTER - GENERAL INFORMATION			
CR#			
Type of CR	<input type="checkbox"/> Enhancement	<input type="checkbox"/> Defect	
Project/Program/Initiative			
Submitter Name			
Brief Description of Request			
Date Submitted			
Date Required			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High <input type="checkbox"/> Mandatory
Reason for Change			
Other Artifacts Impacted			
Assumptions and Notes			
Comments			
Attachments or References	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	Link:		
Approval Signature 1		Date Signed	
Approval Signature 2		Date Signed	

2.) PROJECT MANAGER - INITIAL ANALYSIS	
Functionality Impact	
Hour Impact	
Duration Impact	
Schedule Impact	
Cost Impact	
Comments	
Recommendations	
Approval Signature	Date Signed

3.) CHANGE CONTROL AUTHORITY - DECISION			
Decision	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Conditions	<input type="checkbox"/> Rejected <input type="checkbox"/> More Info
Decision Date			
Decision Explanation			
Conditions			
Approval Signature 1		Date Signed	
Approval Signature 2		Date Signed	

### Annexure 17: Work Completion Certificate

Work Completion certificate will be provided for completion of each of the following:

- UAT completion as per section 18 & Annexure 9.
- Complete go-live as per Annexure 9.

#### Completion Certificate: UAT

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
4	Payment amount	
5	Completion of UAT with all deliverables as in this RFP	Yes/No
6	Expected date of completion	
7	Actual date of completion	
8	If penalty to be levied or not as per <b>Annexure 10</b>	Yes/No
9	Amount of penalty (if applicable for the deliverables as per <b>Annexure 10</b> )	Amount in INR.
<p>Name of User                  Designation: Signature:                  (With official seal)</p> <p>Date: _____</p>		

**Completion Certificate: Complete Go-Live**

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
4	Payment amount	
5	Completion of go-live with all deliverables as in this RFP	Yes/No
6	Security audit of the solution by third party auditor (CERT-IN empaneled)	Yes/No
7	Expected date of completion of item 5	
8	Actual date of completion of item 5	
9	If penalty to be levied or not as per <b>Annexure 10</b>	Yes/No
10	Amount of penalty (if applicable for the deliverables as per <b>Annexure 10</b> )	Amount in INR.
<p>Name of User            Designation: Signature:            (With official seal)</p> <p>Date: _____</p>		

## Annexure 18: 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 user department in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold the user department responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with the user department 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 the user department 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 the user department 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 19: 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 Solution**" (hereinafter called the said 'RFP') to The user department 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 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 always 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. If 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.

For and on behalf of:  
(Service Provider)

Authorised Signatory  
Name:  
Designation:

Office Seal:  
Place:  
Date:

**Annexure 20: 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 The user department 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 21: Earnest Money Deposit

	Amount
EMD	Rs. 50,000/- (Fifty Thousand INR only)

Particulars	Amount (Rs.)	Draft/BG No.	Date	Bank	Branch
EMD	Rs. 50,000/- (Fifty Thousand INR only)				

### Note:

8. 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.
9. 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.
10. For the selected Vendor, EMD will be refunded within 15 days after the receipt of Performance Security Deposit

## Annexure 22 - 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 The user department (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 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 23 - Format for Bank Guarantee for Submission of Performance Security Deposit

[Date]

To

XXXX

Dear Sir,

**PERFORMANCE BANK GUARANTEE - Online Food Order Management System**

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 The user department (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 favour 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 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 honour the same without demur.
7. We hereby expressly waive all our rights to pursue legal remedies against the user department.
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 favour 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:

- i. Our liability under this Performance Bank Guarantee shall not exceed INR ..... (In words and figure).
- ii. This Performance Bank Guarantee shall be valid only till the end of completion of warranty support for the project as per the contract; and
- iii. The date on which project including warranty support is completed successfully will be as declared by The user department and duly intimated to us by no other party but the The user department, New Delhi.
- iv. 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.
- v. 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.
- vi. 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 24 - 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 25 - MAF

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

Ref:

Date:

To  
XXXXX  
XXXXXXXXX  
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