

Bid Document

Bid Details	
Bid End Date/Time	09-01-2023 20:00:00
Bid Opening Date/Time	09-01-2023 20:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Lok Sabha Secretariat
Department Name	Na
Organisation Name	N/a
Office Name	Parliament House
Item Category	Custom Bid for Services - Navigation App for New Parliament Building
Contract Period	3 Year(s) 5 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	200 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	15000000
Evaluation Method	Total value wise evaluation
Financial Document Indicating Price Breakup Required	Yes

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	500000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.30
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, Computer (HW&SW) Management Branch - Software Unit, The user department, 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:[1672409238.pdf](#)

Instruction To Bidder:[1672409244.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1672409247.pdf](#)

Scope of Work:[1672409252.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1672409262.pdf](#)

Service Level Agreement (SLA):[1672409266.pdf](#)

Payment Terms:[1672409270.pdf](#)

Penalties:[1672409278.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1672409284.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1672409293.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1672409297.pdf](#)

GEM Availability Report (GAR):[1672409336.pdf](#)

Buyer's Competent Authority Approval:[1672409344.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1672409349.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1672409354.pdf](#)

QCBS Document elaborating detailed QCBS Crieteria pertaining to Services / Project Procurement if any as per applicable norms:[1672409358.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):[1672409366.pdf](#)

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

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical Parameters	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Interview Venue:Committee Room c, Parliament Library building, Parliament house complex, Pant Marg, New Delhi-1

Presentation Venue:Committee Room c, Parliament Library building, Parliament house complex, Pant Marg, New Delhi-1

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-01-2023 12:00:00	Committee Room c, Parliament Library building, Parliament house complex, Pant Marg, New Delhi-1

Custom Bid For Services - Navigation App For New Parliament Building (1)**Technical Specifications**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Navigation App for New Parliament Building
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents**Consignees/Reporting Officer**

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

Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

3. **Generic**

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

4. **Generic**

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

5. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

6. **Generic**

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

Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You---

Terms of Reference

For

**Selection of Vendor for Navigation App for New
Parliament building**

Lok Sabha Secretariat

FACT SHEET

Name of Organization	Lok Sabha Secretariat, Parliament of India
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/Empanelment/Sell)	Service
Tender Reference Number	
Date of Issue/Publishing	As per the tender schedule in GeM portal
Document Download/Sale Start Date	As per the tender schedule in GeM portal
Document Download/Sale End Date	As per the tender schedule in GeM portal
Last Date and Time for Uploading of Bids	As per the tender schedule in GeM portal
Date and Time of Opening of Technical Bids	As per the tender schedule in GeM portal
Date and Time of Opening of Financial Bids	As per the tender schedule in GeM portal
Tender Fee	NIL
Number of Covers/Packets Packet 1 - EMD and Pre-Qualification Packet 2 - Technical bid Packet 3 - Financial bid.	3 Packets (Please see the details as per Annexure 7 in this tender document)
Bid Validity days	180 days
Location	Parliament of India
Address for Communication	F-045, Parliament Library Building, Lok Sabha Secretariat, Parliament of India, New Delhi, Delhi 110001 P: 011-23035677 Email: computercentre@sansad.nic.in digital@sansad.nic.in

Table of Contents

1. Introduction	6
2. Primary Objective	6
3. Detailed Scope (Scope of work)	6
3.1. Mobile application	6
3.2. Hardware deliverables	7
3.3. Software capabilities	7
3.4. Admin Module	8
4. Time Schedule	9
5. Eligibility Criteria of Bidder and OEM	9
6. Earnest Money Deposit (EMD)	9
7. Performance Security	10
8. Technical Bid	11
9. Financial Bid	11
10. Pre-Bid Meeting and Assistance to Bidders:	11
11. Bid Submission Process	12
12. Technical Evaluation Process	12
13. Evaluation of Financial Bid	13
14. Additional Terms and Conditions (ATC)	13
15. Placing of Purchase Orders	16
16. Acceptance Process	16
17. Delivery and Penalty	17
18. Payment Process	17
19. Delivery Schedule	18
20. Warranty Support and Service Level Agreement (SLA)	18
21. Project Monitoring Committee	18
22. Change Request	18
23. General Conditions of Contract	19
24. Blacklisting:	21
ANNEXURES	23
Annexure 1: Eligibility Criteria	24
Annexure 2: Statement of deviations from technical specifications	26

Annexure 3: Bid Declaration form.....	27
Annexure 4: Technical Evaluation Mechanism for Bidders	28
Annexure 5: Validity	31
Annexure 6: Selection Procedure (QCBS).....	32
Annexure 7: Bid Submission.....	33
Annexure 8: Warranty Support and Service Level Agreement (SLA) –.....	35
Annexure 9: Delivery Schedule	40
Annexure 10: Penalty	41
Annexure 11: Payment	42
Annexure 12: Performance Security Deposit.....	43
Annexure 13: Financial Bid Proforma	44
Annexure 14: Bank Details	46
Annexure 15: Work Completion Certificate	47
Annexure 16: Covering Letter for Bid	48
Annexure 17: Non-disclosure agreement	50
Annexure 18: Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting by any agency of Government of India or State Governments.....	53
Annexure 19: Earnest Money Deposit	54
Annexure 20 - Format for Bank Guarantee for Submission of Earnest Money Deposit (EMD)	55
Annexure 21 - Format for Bank Guarantee for Submission of Performance Security Deposit	56
Annexure 22 – GeM GTC (General Terms and Conditions)	59
Annexure 23 - MAF	59

1. Introduction

Parliament (Lok Sabha and Rajya Sabha) is a temple of democracy. It is the supreme legislative body and plays a key role in Indian democratic political system. It acts as the principal forum for enactment of laws on public policy matters through the process of discussion and debates.

VISION –

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

MISSION-

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

2. Primary Objective

The Parliament of India has undertaken a project to create an indoor and outdoor navigation system to facilitate Members of Parliament and Visitors with a guided path inside new parliament building and adjoining buildings within the Parliament complex.

The Parliament of India intends to create a mobile app that would not only navigate inside the parliament. The app will be based on GPS, Bluetooth and WIFI. The app is proposed to have a system wherein it syncs with current security system of the Parliament and helps to navigate to a desired location. It would only navigate to the area/location to the visitors in which they are permitted to go.

3. Detailed Scope (Scope of work)

3.1. Mobile application

Navigation app overview:

- A navigation app for visitors working on Android and iOS operating system.
- GPS like experience
- Digital Indoor Maps & Wayfinding
- Preloaded Maps and floor plans of indoor and outdoor area
- Easy Search to Find –
 - Room Numbers
 - People offices
 - Parking lot

- Facilities like canteen, washroom, and other amenities
- Any tagged GPS device
- Easy to identify Staircase, elevators, escalators
- Wayfinding – fastest route to destination automatically calculated
- Supports multi-floor and multi-building floor plans
- Turn by turn voice and visual navigation
- 3D visualization of floor plans
- Path visualization and user identification in Map
- Identifiers of different places and ability to pin or select any place
- Auto fastest route calculation while being compliant with security policies
- Ability to save maps or ways for quick reference
- Ability to access in offline mode
- Compliant with Security and Surveillance Policies
- Capability to identify breaches of SOP so that people don't breach into no-go zones
- The app will be available in both English and Hindi primarily. (Further it will be extended in other scheduled languages as per user department decision)
- Screenshot and screen recording will be disabled while using the App

3.2. Hardware deliverables

Hardware delivery and installation Covering all the potential visitor access areas. Below are the indicative hardware requirements-

- Wifi routers
- GPS antennas
- Relay
- Bluetooth BLE Beacons
- RFID
- NFC

3.3. Software capabilities

Positioning System will have the following features

- Positioning
 - Dynamic Triangulation
 - 1000 Concurrent user session
 - 2000 Simultaneous Peak Users
 - Coverage for the entire building/complex including Choke Points
- Navigation

- 2D/3D Floor Plans
 - Maximum 4 Point Journey
 - User Abstraction based on Personas
- Analytics and Administrative Functions
 - Track Exact Position of Visitors and feed to Building Security System
 - Track Intended vs Actual Navigation and Alert if deviated
 - Dynamically Increase or Decrease Available Navigation Area
- Security and Access
 - Backend Reconciliation Based Secure Access Extended from the Visitor Management System
 - Access only within the Premise Proximity
 - Deletion of Trail as one walks on it
 - Can be Accessed over Google Play Store and Apple App Store
- Model development (for detecting position)

3.4. Admin Module

- Easy to update room numbers/ building reference in case of any change
- Update any blockage or construction
- Master monitoring system for all active personnel using indoor navigation system
- Ability to monitor any device strength or health
- Service request capability to raise any concern to support team
- Data collection and Digital mapping of parliament (pathways galleries and corridors)
- Configuration of hardware to application

3.5. Go live criteria and other prerequisites for User acceptance

- Response time of mobile application will be <2.5 seconds
- Hardware and application uptime will be more 99.9%
- All functionality of mobile application to be tested
- Hardware and software integration to be tested
- All functionality of Admin module to be tested
- SLA monitoring tool functionality to be tested
- Third party security audit report to be submitted before going live
- Third party performance testing report to be submitted before going live
- Third party functional testing report to be submitted before going live

Note- Vendor needs to get all the above criteria verified by User department and collect completion certificate for go live.

3.6. SLA Monitoring Tool and Reports

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).

The Vendor shall get the SLA monitoring tool audited by a third-party auditor (STQC/STQC empaneled auditor which shall be finalized by user department out of the panel of auditors submitted by the Vendor) on functional and performance parameter testing and validation. The audit report shall be submitted in UAT phase (as defined in section 18) without which the go-Live shall not be permitted.

4. Time Schedule

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

5. Eligibility Criteria of Bidder and OEM

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

6. Earnest Money Deposit (EMD)

1. Earnest Money Deposit (EMD) of amount as given in “**Annexure 19** must be submitted in the form of Bank Guarantee valid for at least **45 days** beyond the bid validity period, from any Commercial Bank drawn in favor of " **Beneficiary: Drawing and Disbursing Officer, Lok Sabha Room No. FB-045, Parliament Library Building, Computer (HW&SW) Management Branch – Software Unit, The user department, New Delhi-110001** ".

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

2. Firms who are registered with MSME, NSIC under Single Point Registration Scheme or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption from furnishing the EMD.
3. The scanned copy of EMD/NSIC Certificate//MSME Certificate/Startup Recognition must be uploaded in the GeM portal along with Technical and Financial Bid as specified in the Tender document.
4. The valid NSIC Certificate, MSME certificate, Startup Recognition or Bank Guarantee of EMD amount must be also submitted physically before bid submission end date and time at Lok Sabha Secretariat office address as mentioned in the FACT SHEET, otherwise bids will be rejected.
5. Exemption from EMD will be provided for the all the bidders falling under exempt category as prescribed in the general terms and conditions of GeM portal as mentioned in the GeM Website and Mobile Application and given in **Annexure 22**. Documentary proof for the same must be uploaded by the bidders in the GeM portal as well as submitted physically at Lok Sabha Secretariat office address as mentioned in the FACT SHEET.
6. Scanned copy of the EMD shall be uploaded by bidders in the online bid and hard copy of the same will have to be submitted directly to Lok Sabha Secretariat within 5 days of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid by Lok Sabha Secretariat without making any reference to the bidders.
7. EMD can be Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser’s interest in all respects.
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.

7. Performance Security

1. Bidders who intend to participate in the tender needs to submit the Bid Declaration Form mentioned under **Annexure – 3**. Bids will be rejected in case the Declaration Form is not submitted along with the final bid document.
2. Successful bidder needs to submit Performance Security Deposit in form of a bank guarantee as specified in the **Annexure 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 21**.
4. Performance Security can be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser's interest in all respects.

8. Technical Bid

Vendor shall also see the **Scope of Work** and **Annexure 9** for the detail technical requirements of the tender.

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

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

9. Financial Bid

Details for submitting Financial Bids are given in "**Annexure 13**".

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

10. Pre-Bid Meeting and Assistance to Bidders:

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

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

11. Bid Submission Process

a. Instructions for Online Bid Submission:

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

b. Preparation of Bids

1. Bidder shall consider any corrigendum published on the GeM portal for amending tender document before submitting their bids.
2. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please carefully go through the details of the format and packets in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, shall get the bid documents ready to be submitted as indicated in the tender document/schedule. No bid will be accepted after last date of bid submission in any other medium apart from GeM portal.

c. Submission of Bids

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

12. Technical Evaluation Process

1. Details of solution and Technical Specifications/requirement to be procured are given in **Scope of work**
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** at the Parliament premises. Bidders are required to be ready for installation of the setup 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, Lok Sabha Secretariat reserves the right to amend / modify the evaluation procedure anytime in the overall interest of the Tender.
9. Bidder shall furnish a compliance statement (Pointwise) of specifications & features of offered solution with the Technical Bid.
10. The schedule of the technical bid opening and evaluation will be available in the GeM portal under the tender.

13. Evaluation of Financial Bid

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

14. Additional Terms and Conditions (ATC)

1. All bidders must fulfil the general term and conditions of the GeM portal as available in the GeM Website and Mobile Application and also attached (latest version) in **Annexure 22** of this tender document.

2. Terms and conditions mentioned under this section - “Additional Terms and Conditions (ATC)” will supersede the general terms and conditions of the GeM portal, in case of conflict.
3. Integrity Pact - Bidders must not indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related tender process in GeM portal. Bidders must agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal and mentioned in the general term and conditions of the GeM portal available in the GeM Website and Mobile Application and given in **Annexure 22** of this tender document.
4. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services to Lok Sabha Secretariat, shall invite all or any actions / sanctions, as the case may be, including forfeiture of Performance Security Deposit.
5. In the event of a selected vendor or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the Lok Sabha Secretariat, shall be passed on for compliance by the new company in the negotiation for their transfer.
6. The selection under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor shall not assign or sublet the contract or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of contract and forfeiture of Performance Security Deposit.
7. The decision of Lok Sabha Secretariat arrived during the various stages of the evaluation of the bids is final and binding on all bidders.
8. Printed/written conditions mentioned in the bids submitted by bidder will not be binding on Lok Sabha Secretariat.
9. Lok Sabha Secretariat may by written notice sent to the selected vendor; terminate the work order in whole or in part at any time of its convenience. The notice of termination will specify that termination is for Lok Sabha Secretariat’s convenience and the date upon which such termination becomes effective. Lok Sabha Secretariat reserves the right to cancel the remaining part and pay the amount for partially completed Services to the selected vendor.
10. Due to any unavoidable circumstances, if the vendor is not in a position to execute orders, Lok Sabha Secretariat shall be intimated the same with convincing justifications, at least three months in advance. Lok Sabha Secretariat will conduct enquiry about such claims and the availability of equivalent or better alternatives. The decision arrived at by Lok Sabha Secretariat in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. Performance Security Deposit of the selected bidder will be forfeited in such case.
11. The vendor shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time, so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from Lok Sabha Secretariat.
12. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the vendor. Lok Sabha Secretariat shall remain indemnified of any conflict of such nature arising between the agency and its employees. Lok Sabha Secretariat may ask the vendor to submit documentary proofs of such nature as and when need arises.

13. Outsourcing/Sub-contracting is not allowed for the purpose of participating in this tender, unless it is with reference to OEM, and they have to submit MAF (as per **Annexure 23**)
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 23**; 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 17**".
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 13**) of the successful bidder and so on. Doing so, if other bidders refuse to match rate of the successful bidder, the tender will have to be scrapped. The defaulting bidder may also be debarred from participating in any future Lok Sabha Secretariat tenders for a period of three years.
19. Bidders shall indicate their quote in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the financial quote written in words will prevail.
20. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same shall be obtained before submission of the bids.
21. Bidder shall furnish a point-wise compliance statement of specifications & features of offered service/solution with the Technical Bid. Deviations from technical specifications shall be furnished as per **Annexure 2**. No deviations in terms and conditions of the tender document will be accepted in any case.
22. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway and EMD of such bidder shall be forfeited.
23. Successful bidder will be worked out as per the procedure given in "**Annexure 6**".

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

15. Placing of Purchase Orders

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

16. Acceptance Process

1. Deliverables shall meet all the requirements mentioned in the detailed scope in **Section 3**.
2. Vendor must provide access to the users to test the application and submit a checklist of items that are in UAT. Vendor also needs to provide the test cases and report which they have done before releasing UAT to user department.
3. User department will conduct UAT including integration testing
4. User branches may verify all the features as per **Section 3**
5. Vendor will incorporate all the UAT comments by user department. Vendor shall clearly define timeline for UAT in proposed workplan. Vendor will provide support during UAT process.
6. Vendor may ensure the availability of support staff to facilitate the user acceptance review by user branches.

7. A third-party auditor will verify all the deliverables as per **Annexure 9** and deliverables will be accepted and payment will be done based on audit report. Any findings of error and non-compliance will attract penalty as per **Annexure 10**.
8. Lok Sabha Secretariat reserves the right to reject any deliverable if found unsuitable and/or not conforming to the approved specifications or quality criteria
9. Response time of mobile application will be <2.5 seconds
10. Hardware and application uptime will be more 99.9%
11. All deliverables mentioned in section 3 needs to be signed off by user department
12. Testing the smart navigation system for specific test cases:
 - Tracking of visitor's location (for in-app navigation purpose) in corridors and galleries of different floors of building(s) in the parliament premises
 - Tracking of visitor's location (for in-app navigation purpose) in the elevator and staircase of building(s) in the parliament premises
 - Tracking of visitor's location in the parliament premises from one building to another building and within the building(s)
 - Notify the Admin if any unauthorized movement happens and alarm should be raised and same should be communicated to user via alerts.
 - Any specific testcases according to scope of work to be tested

17. Delivery and Penalty

1. For details of deliverables, please refer to **Annexure 9**.
2. Delivery shall be done as per the schedule defined in **Annexure 9**.
3. Penalty will be imposed on vendor on the account of delay from the given schedule in terms of delivery of work.
4. Please refer to **Annexure 10** for penalty clauses under different categories. Operational penalties will be independent of delivery related penalty.

18. Payment Process

1. Payment will be processed as per the **Annexure 11**.
2. A pre-receipted bill (three copies), along with original excise duty gate pass (if applicable) and other relevant documents and Bank Guarantee (BG) for Performance Security Deposit shall be submitted in the name of **Lok Sabha Secretariat** as per the clauses in **Annexure 11**
3. Government levies if payable, will be reimbursed on actuals, for which Vendor must submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.
4. Payments shall be subject to deductions of any amount for which the Vendor is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act and any other taxes.
5. All payments will be made through **RTGS only**.
6. In case the submission of bills to Lok Sabha Secretariat, along with the necessary documents is delayed by the bidder beyond 30 days from the date of issue of bill or deliverables etc., whichever is earlier, the entire liability towards payment of

interest/penalty to the tax authorities will be borne by Vendor so that Lok Sabha Secretariat is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to the Vendor.

7. Payment will be made only if vendor is able to produce **work completion certificate** as per **Annexure 15**

19. Delivery Schedule

1. Schedule for submission of workplan and delivery of other work items is mentioned in **“Annexure 9: Delivery Schedule”**.

20. Warranty Support and Service Level Agreement (SLA)

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

21. Project Monitoring Committee

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

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

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

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

22. Change Request

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

1. Change Request effort shall be shared with user department within 7 days of intimation.
2. Change Request shall only be considered after approval from Department.
3. On approval of Change Request, vendor may start the work.

4. The change request value should not exceed 20% of the total project value.

23. General Conditions of Contract

Bidders must fulfil the general terms and conditions of the GeM portal as available in the GeM Website and Mobile Application and also attached (latest version) in **Annexure 22** of this tender document. Along with that, below mentioned general conditions of the contract will have to be fulfilled.

Dispute Resolution

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

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

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

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

Applicable Law

1. The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
2. All disputes in this connection shall be settled in Delhi jurisdiction only.
3. Lok Sabha Secretariat reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. It will not be under obligation to give clarifications for doing the aforementioned.
4. Lok Sabha Secretariat reserves the right to modify/relax any of the terms & conditions of the tender by declaring/publishing such amendments in a manner that all prospective vendors/parties to be kept informed about it.

5. Lok Sabha Secretariat without assigning any further reason can reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect.
6. All procedure for the purchase laid down in GFR shall be adhered-to strictly by the Lok Sabha Secretariat and Bidders are bound to respect the same.
7. The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Such as, every act of the successful bidder/vendor, needs to be in accordance with Information Technology Act 2000.

Termination for Insolvency

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

Termination for Default

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

Indemnity

1. The Selected Agency/Vendor shall indemnify Lok Sabha Secretariat from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Contract period out of:
 - Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or.
 - Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
 - Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

2. The Selected Agency/Vendor shall also indemnify the Lok Sabha Secretariat against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
3. Lok Sabha Secretariat stand indemnified from any employment claims that the hired manpower / agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders.
4. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

Refund of EMD and Performance Security Deposit

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

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

Liability of the Selected Agency/Vendor

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

24. Blacklisting:

An undertaking (self-certification in company's letterhead) is to be submitted, as per format provided, **Annexure 18**.

(i) The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by Lok Sabha Secretariat or

any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc.

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

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

ANNEXURES

Annexure 1: Eligibility Criteria

Eligibility Criteria for the Bidders:

S No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	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 5 financial years as on 31st March 2022.	a) In case of Company: <ul style="list-style-type: none"> • Certificate of Incorporation / Company Registration Certificate. • Valid GST Registration Certificate. • Valid Income Tax Registration Certificate. • PAN card copy
2.	Financial strength	The bidder (Prime bidder in case of a consortium) shall have a minimum of 2 Crores as an average annual turnover during preceding 3 financial years	<ul style="list-style-type: none"> • Extracts from the audited Balance sheet and Profit & Loss. • Certificate from the Chartered Accountant (CA) regarding turnover
		Income Tax Return of the last 3 Financial Years. Certificate to effect of paying minimum wage to employees.	<ul style="list-style-type: none"> • ITR Copy • Self-Certificate
3.	Experience of assignment	The Bidder (Prime bidder in case of a consortium) must have successfully executed or is executing at least 2 projects involving navigation based mobile app development (during last 5 financial years ending Mar'2022)	Copies of the work order/Completion certificate and proof of payments for these projects
4	Certifications	ISO 9001 ISO 27001 CMMI level 3	Copy of valid certificate
5	Debarment /Blacklisted	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	Manpower Strength	Company shall have regular manpower strength of at least 20 employees.	HR certificate Submission of PF/ESIC registration and PF compliance is mandatory.
7	OEM Authorization	The Bidder (if not OEM itself) shall be an authorized by OEM for quoting proposed items/ equipment.	Bidder needs to submit signed MAF (as per annexure 23).

Notes:

1. Exemption for Startups - Firms who are registered with NSIC (National Small Industries Corporation) under Single Point Registration Scheme or Startups (for items mentioned in "Scope of work" as recognized Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from eligibility criteria mentioned in S No – 1,2,3,4 and 6 mentioned in the above table. In such cases, an attested copy of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption.
2. The valid NSIC Certificate, Startup Recognition must be also submitted physically before bid submission end date and time at Lok Sabha Secretariat office address as mentioned in the FACT SHEET, otherwise bids will be rejected
3. 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.
4. 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.
5. In case of consortium, Prime bidder must submit valid consortium agreement signed among members of the consortium.
6. 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

Annexure 2: Statement of deviations from technical specifications

(Please also submit separate line items for each item)

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 he Bid Declaration)**

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

Annexure 4: Technical Evaluation Mechanism for Bidders

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

1. The Bidders have to comply all the technical specifications/requirements for each item.
2. 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 demonstrate to the User Department during technical evaluation process.

Technical Evaluation (Minimum Qualifying score is 70)				

S. No	Criteria	Basis for valuation	Max Score	Supporting
I.	COMPANY PROFILE & RELEVANT STRENGTH of the Bidder		30	
1.	Experience in similar assignment - The bidder shall have been awarded contract for implementation of navigation, IOT, smart RPA and other emerging technology solution as on date that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience.	<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 – 15 Marks More than 5 projects – 20 Marks.</p> <p>Cumulative value of all projects must be more than INR 50 Lakhs. otherwise the project count will not be considered.</p>	20	Copies of the work order and Completion certificate.
3	Certification	ISO 9001- 3 Marks ISO 27001- 3 marks CMMI level III – 4 Marks	10	Valid certification
II.	APPROACH & METHODOLOGY for evaluation of Bidder		70	
4.	Demonstration of understanding of the user requirements of Mobile	Qualitative assessment based on demonstration of understanding of the user requirements through:	20	Detailed write up and demonstration/ POC covering all

	app and backend application as per scope	<ul style="list-style-type: none"> End to end solution with clearly defined steps covering the entire lifecycle workflow as per the scope of work. Risk mitigation process. 		aspect of the proposed solution
5.	Demonstration of Hardware capability and compatibility with latest technology	Qualitative assessment based on 1-how the solution will use hardware in most optimized way 2- Modus operandi	10	Detailed write up and demonstration/ POC covering all aspect of the proposed solution
6.	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.
7.	Security	Quantitative and qualitative assessment based on: <ul style="list-style-type: none"> Security certification VAPT testing Layers of security 	10	Detailed write up and certificates
8.	Manpower Resource Quality	Educational qualification and experience of the key resources deployed to manage the project. <ul style="list-style-type: none"> Developers with 4+ years of experience in emerging tech Tester with 4+ years of experience Project manager with 10+ 	10	Resource Profile and resume to be submitted

		years of experience		
		• Others as applicable		

Signature of Bidder (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	Contract will be valid up to Three years from the date of go live and same will be reviewed every quarter.
3	Warranty and Support	As per Annexure 8
4	Extension	on mutual consent quarterly basis

Annexure 6: Selection Procedure (QCBS)

Successful bidder will be selected as below:

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

After the technical evaluation, technical score (**T_x**) 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_x)	Normalized Score (T_Norm)
Bidder 1	T(max)	100
Bidder 2	T2	100x(T2/T(max))
Bidder 3	T3	100x(T3/T(max))
Bidder 4	T4	100x(T4/T(max))
So on.....		

Similarly, after the financial evaluation, financial score (**F_x**) 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 13**) is **F(lowest)**, then the normalized score (**F_Norm**) for all bidders will be calculated as below –

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

Final Score for bidders will be calculated as below:

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

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

Note: In case successful bidder defaults or doesn't sign contract or doesn't deposit Performance Security Deposit as per the timeline, then the bidder scoring second highest final score will be asked to match the financial quote (as given in **Annexure 13**) 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: “Parliament Navigation Solution_EQ_Packet_1_<Bidder’s Name>.pdf” and shall comprise of the following items:</p> <ol style="list-style-type: none">1. Scanned copy of Covering Letter as mentioned in Annexure -212. Scanned copy of EMD (as per Annexure 19) or Relevant Registration Certificate incase claiming exemption from EMD for the functional area(s) for which bid is being submitted. (Format of BG must be as per Lok Sabha Secretariat’s format attached in this tender in Annexure 23).3. Scanned copy of duly filled Bid Declaration Form.4. MAF as per Annexure 235. Document Checklist (To be prepared on letter head)6. Duly filled compliance sheet as per Eligibility Criteria in Annexure 1.7. Supporting documents required as per Eligibility Criteria in Annexure 1.8. The bank details as mentioned in Annexure 14: Bank Details).9. Bidder and OEM to submit NDA as per Annexure 17 <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: “Parliament Navigation Solution_TQ_Packet 2_<Bidder’s Name>.pdf” and shall comprise of the following items:</p> <ol style="list-style-type: none">1. Document Checklist (To be prepared on letter head)2. Statement of Deviation as per Annexure 2: Statement of deviations from technical specifications.3. Technical bid covering all the Technical Evaluation Criteria in the order given in Annexure 4 - Technical Evaluation Mechanism for Bidders. This shall include the below –<ol style="list-style-type: none">i. Compliance sheet table pertaining to each Technical Evaluation criteriaii. Detailed technical write-up and supporting documents highlighting each item in the Technical Evaluation criteria in separate sections.iii. Compliance sheet on the technical features of the solution.iv. Other information and supporting document relevant to the scope.

	<ol style="list-style-type: none"> 4. Any other information required as per tender document. 5. The PDF file not containing the above documents will lead to rejection. 6. It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in the packet. 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. 8. All pages of the bid being submitted must be sequentially numbered.
Packet-3	Bidders are required to upload the financial bid as per the format specified in Annexure 13.

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.

Envelope – 1	<p>The envelope shall be superscripted as “EMD <Bidder Name>< Tender No.>” and shall comprise of the following:</p> <ul style="list-style-type: none"> • Original Covering Letter as per Annexure 16 • EMD/ Copy of Relevant Registration Certificate incase claiming exemption from EMD • Original Power of Attorney/ Copy of Board Resolution in the name of person signing the bid
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Annexure 8: Warranty Support and Service Level Agreement (SLA) –

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

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

1. Vendor will provide warranty support for 3 years (from the day of go live of the project) for the all the components and services as mentioned in the scope of work
2. During the warranty support period vendor also needs to maintain the service level. Failing to meet service level will attract penalty as per the terms defined in the SLA. Penalty amount as applicable as per SLA will be deducted from the Performance Security Deposit.
3. Vendor will deploy adequate support manpower to maintain SLA

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

SLA for Platform Availability and Performance –

S. NO.	Items	Target	Penalty in case of SLA Breach	Additional Remarks
1	Hardware and Application uptime Daily uptime will be measured as – (Downtime (in hours)/24) * 100 For Monthly SLA Monitoring - Average of the day wise uptime 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.	99.9%	For each 0.5% downside in monthly uptime – 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 and the same is clarified as under-
2	Spare hardware availability- Any faulty Hardware replacement	4 Hours	INR 1000/- per hour for every hour of delay in delivery. a deduction of 0.05% on respective payment	

			shall be charged	
3	<p>Mobile app Response Time - Vendor shall capture the response time in system log and provide system generated data/report for Average Response Time for an entire day.</p> <p>For Monthly SLA Monitoring - Average of the day wise response time shall be taken for evaluating the monthly score for this parameter.</p>	<=2.5 Sec	For each 0.5 sec increase in Average Response Time (Monthly) a penalty 0.05% on respective payment shall be charged	If the Average Response Time (Monthly) goes above 5 Sec, additional penalty of 0.1% of respective payment shall be charged and the same is clarified as under-
4	Timely Submission of SLA Reports	All SLA Reports 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 INR 500.00 on respective payment shall be charged and the same is clarified as under-	T+1 = 500 T+2 = 1000 And so, on (T = 3rd of every month)

SLA for Issue Resolution –

- For Any issues/bugs/defects, 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.
- Vendor will deploy adequate support manpower at the user premises to maintain SLA.
- The following SLAs are independent of SLAs as in above table.

Sl No	Severity	Issue Description	Resolution Time	Penalty
1	Critical	The mobile application is not functional.	4 hours	INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-

2	High	Any of the component (for e.g., Admin Module, search, model view) is not operational.	8 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 20% of the Performance Security Deposit. After that User Department may decide to forfeit the entire Performance Security Deposit.</p>
3	High	Mobile application is operational but has major performance issues.	8 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 20% of the Performance Security Deposit. After that User Department may decide to forfeit the entire Performance Security Deposit.</p>
4	High	<p>Any major security issue identified through independent security audit performed by third party.</p> <p>Vendor needs to address all the findings of the security audit in a timely manner.</p>	8 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 10% of the Performance Security Deposit. After that User Department may decide to forfeit the entire Performance Security Deposit.</p>
5	High	Ticket created in the ticketing system based on feedback by end user shall be addressed within 8 hours of ticket generation.	8 Hours	<p>INR 500/- per hour shall be charged (for every hour of delay in resolution of the ticket) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 20% of the Performance Security Deposit. After that User Department may decide to forfeit the entire Performance Security Deposit.</p>

6	High	Number of incidents reported of the nature (SI No 1 to 4 of this table) are more than 2 incidents in a week in each category.	NA	Penalty of INR 25000/- per incident shall be charged on respective payment and the same is clarified as under-
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Note 1- “Hours” mentioned in the above table is not working hours but general hours. Support duration expected is 24X7.

Note 2- SLA can be added or modified by the user department in consultation with the vendor.

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

1. Information Security

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

2. Ownership and Retention of Documents

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

3. Confidentiality

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

Annexure 9: Deliverables and Schedule

S. No.	Deliverables	Delivery Period (from the project initiation date)
1.	Detailed Project Plan	10 Days from project commencement
2.	Any desired Hardware delivery and implementation	20 Days from project commencement
3.	UAT initiation for all modules (modules as a specific and as a whole system) including integration testing with hardware	20 Days from project commencement
4.	Resolution of the UAT observations	27 Days from project commencement
5.	Security, performance, and functional testing certificate	10 Days from delivery of point no 4
6.	Admin modules go live	10 Days from delivery of point no 4
7.	Mobile Application- go live	10 Days from delivery of point no 4

Annexure 10: Penalty

- a) Work shall be carried out by vendor as per agreed workplan with the user department.
- b) Quality specifications as defined in this tender document shall be met at all times by vendor as per **Section 3**
- c) Vendor shall ensure the timely delivery of different items as mentioned in **Annexure 9**.
- d) Deviation from delivery timeline (as per Annexure 9) will attract penalty as given below.
- e) Delivery related penalties will be independent to operational penalties.
- f) The sum total of all penalty should not exceed 10% of **total Purchase Order (PO) value**. In case the penalty amount exceeds the limit, Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit and Balance payment of the vendor will be forfeited.

Penalty Clauses

- 1) **1.0% of the total Purchase Order (PO) value** will be charged per day for each day delay in submission of workplan as per the timeline given in **Annexure 9**. This is subject to a maximum of **5 days of penalty deduction** beyond which Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.
- 2) **0.5% of the total Purchase Order (PO) value** will be charged per day for each day delay in delivery of items (including items in **Annexure 9**) to the user department as per workplan. Vendor must maintain the minimum delivery criteria as defined in the Scope of Work. This is subject to a maximum of **15 days of penalty deduction** beyond which Lok Sabha Secretariat reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.

Annexure 11: Payment

1) Vendor shall raise bill on completion of the work items. Before raising bill, vendor shall take approval of user on the delivered work for which bill is being raised.

2) Payment schedule excluding AMC: (X1 and X2)

Sl no.	Description	% of payment
1	UAT release	20
2	Go live*	25
3	Completion of 1 year post go live**	55
	Total (X1+X2)	100

3) Payment Schedule for AMC: (X3)

SL no.	Description	Payment
1	Quarterly AMC (AMC period will start from go live date and payment will happen on quarterly period)	100% of quarterly rate

- 4) Vendor must provide knowledge transfer to the user department otherwise the contract will not be considered as complete, and the last milestone payment will not be made.
- 5) A pre-receipted bill (Three copies), along with original excise duty gate pass (if applicable), all other documentary proof for the delivery as given above along with BG (Bank Guarantee) for Performance Security Deposit shall be submitted in the name of Lok Sabha Secretariat.
- 6) Penalty if any, will be imposed as per **Annexure 10 and Annexure 8** and deducted from the payment as applicable. Vendor shall also submit penalty reports (as given in **Annexure 10**) generated from system for respective deliveries.
- 7) *Go live will be considered once the application is fully released to user
- 8) ** Payment to be made if the product and services are compliant to SLA
- 9) Payments which are to be made post go live of deliverable, will be made after submission of security audit report from CERT-IN empanelled security auditor, functional and performance audit report, and SLA monitoring tool audit report as per scope of work. If the platform is functioning properly after UAT, the payment can be released partially (maximum 75% of the eligible amount) even if any of the Audit process is pending or in progress.

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 warranty support obligations- Rule 171(ii) of GFR 2017.
2	Instrument	One single deposit in the form of Bank Guarantee.
3	Amount	3% of the Total value of contract or Purchase Order.

Note:

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

Annexure 13: Financial Bid Proforma

Name of the Bidder:
Address of Bidder:
Contact Person:

Financial Bid Format

1. Table 1- Project cost

Type of Deliverable	Cost (in INR)
Software deliverables	X1
Hardware Deliverable	X2

2. Table 2- AMC charges

Type of Deliverable	Cost per year (in INR)
AMC charges	X3

Financial bid format:

Considering AMC will be needed for 3 years primarily.

Final bid amount (X) = X1+X2+X3*3

Please carefully go through the below information:

- Prices in Financial Bid shall be quoted in the given format as mentioned above.
- Financial Bids of only technically qualified bidders will be evaluated.
- While quoting the final bid amount (X) vendor shall consider all related cost to meet the scope of work.
- Final Bid amount (X) shall be quoted exclusive of all duties. However, all the duties shall be explicitly mentioned as given in the financial bid format.
- Taxes applicable by Govt of India shall be paid on actuals only; same shall be reimbursed extra as applicable from time to time
- Final Bid amount (X) shall be quoted in Indian Rupees and indicated both in number and words figure. Figures in words will prevail.
- 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.

Signature of Bidder (with seal)

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

Annexure 14: 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 15: Work Completion Certificate

Completion Certificate:

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

Annexure 16: Covering Letter for Bid

(To be submitted on the letterhead of the bidder)

To

XXXX

XXXXXX

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

Annexure 17: 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 Navigation App for New Parliament building**” (hereinafter called the said 'RFP') to Lok Sabha Secretariat hereinafter referred to as 'Purchaser' and,

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

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

It is hereby agreed as under:

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

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

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

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

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

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

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

For and on behalf of:
(Service Provider)

Authorised Signatory
Name:
Designation:

Office Seal:
Place:
Date :

Annexure 18: Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting by any agency of Government of India or State Governments

DECLARATION-CUM-UNDERTAKING REGARDING BLACKLISTING / NON-BLACKLISTING

(Self-certification in company's letterhead)

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

OR

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

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

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

Annexure 19: Earnest Money Deposit

	Amount
EMD	Rs. 5,00,000/- (Five Lakhs INR only)

Particulars	Amount (Rs.)	Draft/BG No.	Date	Bank	Branch
EMD	5,00,000/- (Five Lakhs INR only)				

Note:

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

Annexure 20 - Format for Bank Guarantee for Submission of Earnest Money Deposit (EMD)

To,
XXXX

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

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

Sealed with the Common Seal of the said Bank this <<Date>>.
The conditions of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid.
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed; or
 - c) Fails to meet terms and conditions in accordance with the provisions of tender documents with regards to EMD

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank):

Seal:

Date:

Annexure 21 - Format for Bank Guarantee for Submission of Performance Security Deposit

[Date]

To

XXXX

Dear Sir,

PERFORMANCE BANK GUARANTEE – Navigation Application

WHEREAS

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

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

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

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

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

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

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

16. Notwithstanding anything contained herein:

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

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

Dated this day 2022.

Yours faithfully,
For and on behalf of the Bank,

(Signature)
Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

Annexure 22 – GeM GTC (General Terms and Conditions)

https://assets-bg.gem.gov.in/resources/upload/shared_doc/gtc/GeM-GTC-40-1662890355.pdf

Annexure 23 - 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 authorize <Bidder Name> 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