

Bid Document

Bid Details	
Bid End Date/Time	20-09-2021 18:00:00
Bid Opening Date/Time	20-09-2021 18:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	20 (Days)
Ministry/State Name	Lok Sabha Secretariat
Department Name	Na
Organisation Name	N/a
Office Name	Parliament House
Total Quantity	1
Item Category	Office Automation Software
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years Of Experience	Yes
Document required from seller	Experience Criteria, Compliance of BoQ specification and supporting document *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
Time allowed for Technical Clarifications during technical evaluation	7 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	38

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

Beneficiary:

Pay and Accounts Officer, Lok Sabha
 Room No. 302,Parliament House Annexe,Lok Sabha Secretariat
 (Shri Joginder Singh)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

06-09-2021 15:00:00

Parliament House Complex

Office Automation Software (1 the number ten for arbitrary powers)**(Minimum 50% Local content required for MII compliance)**

Brand Type

Unbranded

Technical Specifications

Buyer Specification Document

[Download](#)**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Rahul L Nair	110001,F-045,PLB, I-Block, Parliament House Complex New Delhi	1	30

Buyer Added Bid Specific Additional Terms and Conditions

- 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.
- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- IT equipment shall be IPv6 ready from day one.

6. 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 :-

- Inhibit the desires and designed function of the equipment.
- Cause physical damage to the user or equipment during the exploitation.
- 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.

- Scope of supply includes Training: Number of employees to be trained 20 , Place for Training New Delhi and Duration of training 30 days.

8. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
9. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
12. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
13. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
14. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
 - (i) Single order of at least 35% of estimated bid value; or
 - (ii) Two orders of at least 20% each of estimated bid value; or
 - (iii) Three orders of at least 15% each of estimated bid value.Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion
15. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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 also governed by 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---

ADDITIONAL TERMS AND CONDITIONS

Bid Number: GEM/2021/B/1453073

CRITICAL DATE SHEET

Published Date	19.08.2021
Bid submission Start Date	19.08.2021
Bid submission End Date	08.10.2021
Bid Opening Date & Time	08.10.2021

1. SCOPE OF WORK

1.01 Scope of desired features in the Software

- a) It is proposed to create an Electronic Office Management/Automation system to meet the everyday requirements of senior offices of Lok Sabha Secretariat (LSS). The desired software has to have to the following integrated modules:

S.No.	Module Name	Detailed scope of work
1.	Phone Directory Module	Must have facility to maintain Contact data and other data like Email ID, Address, and Important dates like Birthdays etc related to the person.
2.	Calendar Maintenance Module	Must have facility to maintain different calendar events like festivals, Birthday, Anniversaries, Everyday Schedule timeline and providing updates/reminders of upcoming events.
3.	Call log Management Module	Must have facility to maintain records of all incoming and outgoing calls, action to be taken with regard to these calls and monitoring the progress of the action to be taken.
4.	Letter Management Module	Must have facility to maintain records of received and dispatched letters, action to be taken with regard to these letters and monitoring the progress of the action to be taken.
5.	Event Management Module	Must have facility to maintain records of upcoming Meetings and Programme Schedule,

		action to be taken with respect to these events and monitoring the progress of the action to be taken.
6.	Schedule and Travel Plan Management Module	Must have facility to prepare Everyday Schedule and travel plan along with provision of maintaining record and tracking progress of action taken on each day of travel.
7.	Notes Making Module	Must have facility to create notes by typing or oral dictation and sharing with other users of the software.
8.	Archive Maintenance Module	Must have facility of archiving different entries on the portal for future use and reference. These archives must be searchable and properly indexed. The module must also automatically suggest similar archived entries when new entries are being created on the same subject.
9.	News and Social Media Management Module	Must have provision for adding and sharing social media updates and news items directly on official Social Media handles of the user as well as internally among the users of the software.
10.	SMS Management Module	Must have facility of sending individual and bulk SMS through the software. The cost of SMS would be borne by LSS based on actuals.
11.	Notification facility Module	The different modules must be integrated and updates/records made on a particular module must be reflected and mapped across all the modules.

- b) All the modules must have the facility of generating on demand/real time reports in user friendly formats.
- c) The software must have option of being accessed simultaneously by 30 users and at multiple locations. There must be flexibility in adding upto 5-10 additional users.
- d) Creation of separate user profiles with basic information such as display of Name, Work Profile etc.
- e) The software must be a web application that is device and browser compatible.
- f) The software must be integrated with all major official Social Media handles (Twitter/Facebook/Instagram etc) and facility for sending of bulk SMS.
- g) The software must be available in both English and Hindi languages.
- h) The software should have facility of maintaining/obtaining a Transaction/usage log with IP, user, Date-Time and concerned activity.
- i) The software must have password policy to maintain a strong password and password has to expire automatically after a lapse of 180 days.

- j) The successful bidder must submit duly authenticated compliance certificates of Application Security Audit and other necessary statutory compliances, from an empanelled agency. The security audit of the software must be as on 3 months after the date of 'Go-Live' but before release of payment of 80% of the software cost.
- k) The successful bidder must provide on-site training and disseminate knowledge support for period of 30 days to LSS.
- l) The successful bidder must ensure the confidentiality and security of data to be maintained and the software must adhere to the highest level of information security standards as prevalent in the industry. The successful bidder will not use the data generated for any purpose without specific written permission of LSS.
- m) At the end of the contract period, the successful bidder shall transfer all the back-up data to LSS.

2. BIDDING PROCESS

2.01 Bidding Process

- a) The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for opening the same.
- b) The Competent Authority will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Only those bids which comply to the eligibility criteria will be taken up for further technical evaluation.
- c) All the qualified bidders would be required to provide free demonstration of the working of their software before a Technical Evaluation Committee of LSS. Any vendor who does not provide a demonstration of the software would be automatically disqualified from the bidding process.
- d) The Technical Committee would shortlist the software's that meets the requirements of LSS. Only the financial bids of those bidders whose technical bid/technical proposal/software has been evaluated and shortlisted by the duly constituted Technical Evaluation Committee shall be opened.

2.02 Eligibility criteria for participation in technical bid

- a) A company/ firm/ agency/ individual/ partnership firm etc. engaged in field of providing similar software to other Organizations (Government/Private)/ Departments/Ministries of the Government of India/Autonomous Bodies and having its office in Delhi/NCR.
- b) The bidder quoting the rates should be registered with Sales Tax/Service Tax/GST authorities.

- c) Bidder should have experience of executing at least one order of the value of Rs.50 lakh or above for supply of software and its successful maintenance during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, in any Central / State Government organization/ PSU/ reputed Organizations. The bidders must submit along with the bid the reference details from the Central/State Govt. Organisations / PSU / reputed organizations where the bidder executed similar work. Bidders who are seeking exemption from experience criteria shall submit supporting documents along with bid to prove their eligibility for exemption.
- d) The bidder should have IT manpower of at least 20 members on their rolls as on bid publishing date. Self-declaration of Manpower details should be submitted (Name, designation, qualification and experience) along with technical bid.
- e) The bidder should submit declaration stating that they are not debarred/ blacklisted by any Central/State Government, PSUs in the bid.
- f) The bids NOT meeting either of the above mentioned minimum criteria for eligibility will be rejected summarily.
- g) The Competent Authority in LSS reserves the right to accept or reject any quotation(s) in full or in part without assigning any reasons thereof.

2.03 Documents to be submitted along with Technical bid document

Bidders are required to submit the following documents along with Technical Bid failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- Registration certificate as per existing norms (indicating the legal status– company/ partnership firm/proprietorship concern, etc.);
- Copy of GST Registration Certificates;
- Copy of PAN Card;
- Copies of Income Tax Returns filed for last three financial years;
- Proof of experience of performed/undertaken such projects/provided similar services to (Government/Private)/ Departments/Ministries of the Government of India/Autonomous Bodies (Copies of one Purchase Order/work order / agreements issued / signed during each of last three years to be attached).
- Bid security declaration form in lieu of EMD (in format given in Annexure ‘A’)
- Supporting documents to prove exemption from Work order/Experience criteria, in case of MSME’s and Startups.

2.04 Methodology and Criteria of Technical bid Evaluation

- a) Bidders will be informed about the schedule of their respective technical presentations and such presentations will become part of the technical evaluation.

b) The technical evaluation will be based on the following Evaluation Matrix:-

Particulars	Max Marks	Marks awarded
User Interface	25	
Experience in developing similar applications	25	
Understanding of scope of work	50	
Total	100	

2.05 Financial Bid

- a) Price bids of only technically qualified bidders will be opened. LSS shall carry out the evaluation solely based on the uploaded price bids in GeM.
- b) Prices quoted in the bid should include all costs towards customization, configuration, and implementation and performance evaluation during warranty period. The same should include all applicable taxes, duties levies, GST etc. whatsoever.
- c) Breakup of basic price inclusive of all costs till warranty period and extended warranty period of two years may be provided in a separate sheet.
- d) Rates/prices should be valid for three years from the date of signing of the agreement. Rates/prices shall remain fixed during the entire period of contract. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained.
- e) The price quoted shall be inclusive of all kind of costs/licensing fees of software/tools/drivers/cost of source code (if any)/security audit/training/ maintenance during warranty/extended warranty period etc. No separate charges for demo, testing, installation, commissioning; training; user manuals; human resource etc. shall be quoted.
- f) No other hidden charges shall be quoted.
- g) LSS will not entertain any additional cost over and above the cost specified in the price bid by the bidder.

2.06 Selection of bidder

- a) Evaluation mechanism would be as follows:
 - Technical score would be calculated as given in Section 2.04 and the percentage would be taken.
 - Financial score would be calculated as (Lowest bid/Respective company's bid)*100
 - The final score would be calculated as - 70 percent of Technical score + 30 percent of Financial score

- b) After selection of the successful bidder and after obtaining internal approvals, Lok Sabha Secretariat will send a Work Order to the successful bidder. Upon the successful bidder accepting the Work Order, LSS will sign an agreement with the successful bidder.

3.0 DELIVERY

- a) Successful Bidder shall deliver, install and operate the system/solution within 30 Days preferably from the date of issue of the Work Order. For any delays in delivery and installation beyond delivery & installation period mentioned in the work order, the bidder will be liable for penalties as mentioned in Clause No. 6 below.
- b) Successful Bidder shall obtain a successful Installation certificate from Lok Sabha Secretariat and the date of launch of the Software shall be considered as date of 'Go-Live'.
- c) List of deliverables to be provided by the successful bidder shall include fully installed software application in working condition, user manuals/technical documentation, contact details for troubleshooting and deployment of a technically qualified resource person at premises of Parliament House.
- d) The warranty period for the software is for three years (including one year of normal warranty and two years extended warranty), commencing from the date of successful 'Go-Live' and certification by NIC.

4. OPERATIONS AND WARRANTY

4.01 General

- a) The successful bidder shall provide and implement any kind of customization required in the system on request of LSS, free of cost, within 6 months from the date of 'Go -Live' of the software.
- b) The contract agreement is for a period of THREE years from the date of signing of the Agreement.
- c) The warranty period for the software is three years (one year normal warranty + 2 years extended warranty) from the date of 'Go-live'. During this period successful bidder will be responsible for operation and maintenance the software, provide required customizations and troubleshoot issues.
- d) The quality of the software application being supplied by the bidder must adhere to the specifications mentioned and the bidder should submit a compliance statement declaring the commitment to meet the specifications.

4.02 Helpdesk and Onsite support

- a) The successful bidder shall deploy one dedicated human resource, with minimum of 2 (two) years experience in proposed technology, full-time for the support, maintenance

and any kind of assistance for the warranty period of one year / extended warranty period of two years.

- b) The successful bidder will take steps to escalate and resolve any complaint received or call logged related to functioning of the software within 1 working day. In case complaint is of major nature, successful bidder shall take written permission from LSS, providing time required for rectification of complaint.

4.03 Comprehensive Training

- a) The successful bidder shall provide on-site training for a period of 30 days to LSS.

4.04 Change Request

- a) The successful bidder must make any and all changes that are desired by LSS, in the software, completely free of cost for period of 6 months from date of 'Go-Live'.
- b) During the warranty period the successful bidder must endeavor to carry out all the necessary modifications, customizations, troubleshooting, upgradation etc.
- c) An undertaking from successful bidder is required stating that they would provide LSS on regular basis with the technology/product updates and extend support during the entire warranty period.

4.05 Data Centre

- a) The successful bidder is required to host the application on the server infrastructure at the facility of LSS.

4.06 Single Point of Contact

- a) The successful bidder shall appoint a single point of contact with whom LSS will interact for any activity pertaining to the requirements of this bid document.

5. PAYMENT TERMS

- a) 80% of the software cost to be paid after testing, installation and commissioning of the software having all the modules, duly certified by LSS, submission of Security Audit certificate of the customized software after three months from date of 'Go-Live' and completion of hands on onsite training.
- b) Balance 20% of the software cost shall be released in two installments of 10% each at the end of implementation period of 6 months and at the end of normal warranty period of 1 year, subject to satisfactory performance of vendor.
- c) Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained.

- d) Payment will be released on production of implementation / satisfactory performance certificate issued by Lok Sabha Secretariat (NIC and Software Unit) after deducting penalty charges, if any. No advance payment will be made. All payments are subject to TDS.
- e) Up gradation of the software during the contract period may be done at no additional cost.
- f) The bidder must quote charges, if any, for the period of extended warranty of two years. Payment for the duration of extended warranty period of two years shall be paid in yearly installments after successful service completion certificate during that period.

6. PENALTIES FOR DELAY IN INSTALLATION AND SUCCESSFUL 'GO-LIVE'

- a) Delay in testing, installation and commissioning and successful 'Go-Live' of software - 0.5% (per week) of the total contract amount (without taxes and charges for extended warranty) for the first two weeks' delay. Beyond first two weeks, the penalty will be 1% (per week) of the total contract amount (without taxes and charges for extended warranty). LSS also reserves the right to terminate the contract at the risk and cost of the L1 Vendor.

7. PENALTIES FOR FAILURE TO RESOLVE COMPLAINTS DURING WARRANTY PERIOD

- a) Delay in resolution of any call logged/complaint received during the warranty period and extended warranty period- 0.5% of total cost of software for every 1 day beyond the permissible resolution time of 1 working day.
- b) Part of a week/day shall be treated as one week/one day as the case may be. Penalty shall be recovered from the payable dues or PSD. In case of unwarranted delay or unsatisfactory performance, PSD shall be forfeited and the firm shall be blacklisted.

8. COMPLAINT REDRESSAL

- a) Any request for customization in the software made by LSS must be acknowledged within 1 day and a proposal of the effort required to carry out the requested customization must be provided within 1 week of receipt of the said request.
- b) The level of uptime of the software must be greater than 99% in a month. In case of maintenance activities requiring shutdown of software, prior written permission from LSS is required. Uptime of the server shall be maintained by the service providing agency; however the software related issues have to be addressed by the successful bidder.

- c) The successful bidder shall maintain a logbook in which daily entries related to functioning of software, complaints received & action taken thereon, duration of downtime etc. shall be mentioned.

9. TERMINATION OF CONTRACT

9.01 LSS reserves its right to terminate the contract and invoke the PBG in the event of:

- a. Delay in deployment & installation of the Software beyond 60 days from the date of award of Work Order.
- b. Bidder's repeated failure or excessive delays in resolving any complaints during Warranty period.
- c. Repeated complaints by LSS related to malfunctioning of software.

10. ROLES AND RESPONSIBILITIES

a) LSS Obligations –

- LSS will ensure that the successful bidder has access to required devices where the software is to be installed and also provide arrangements for the resource person to be deployed by the bidder for the contract period.
- The space / landline for operation of help-desk support in the premises of LSS will be provided free of cost. However, the outgoing phone call charges shall be paid by the successful bidder.

b) Successful bidder obligations –

- Selected service provider will be liable for successful installation, testing, maintenance and troubleshooting of all issues related to proper functioning of the software for the entire duration of the Contract Period.
- Selected service provider has to deploy one resource person at LSS premises, who is well versed in troubleshooting any issues related to the software.
- Ensure that all the latest upgrades of the software are provided to LSS during the Contract Period.
- Ensure that backup of the data are maintained to ensure redundancy and retrieval in case of loss of software, while at same time adhering to norms for ensuring data security and integrity.

11. FORCE MAJEURE

- a) Notwithstanding the provisions of this Document, the service provider or LSS shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event

beyond the control of the service provider and not involving LSS or Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc. If *force majeure* situation arises, the service provider shall promptly notify LSS within three days from the date of occurrence in writing of such condition and cause thereof. Unless otherwise directed by LSS in writing, the service provider shall continue to perform its obligations under contract as far as possible.

12. INDEMNITY

- a) The successful bidder and LSS shall keep each other indemnified against any claims, losses, damages that may arise in the course of performance of the obligations by both the parties under this agreement.

13. SEVERABILITY

- a) LSS shall have the sole power to terminate the contract with the successful bidder, with a notice period of one month, without assigning any reasons whatsoever.

14. CONFIDENTIALITY

- a) Any information, classified as confidential provided by disclosing party during the terms of the contract shall not be passed on to any third party by the receiving party without the prior written consent of the disclosing party.
- b) The requirement of this article shall continue even after termination or completion of this contract.

15. DISPUTE REDRESSAL

- a) All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

Annexure A

Bid Security 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 Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 5 years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have 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 Instructions to Bidders.

c) During the Bid process, indulge in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization

I/We understand this Bid Security 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, whichever is earlier.

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

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

Name: (insert complete name of person signing the Bid Securing 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)