

LOKPAL OF INDIA



REQUEST OF PROPOSAL FOR PROJECT FOR SETUP OF DIGITAL INFRASTRUCTURE AT LOKPAL OF INDIA

**OFFICE : 6, Vasant Kunj Institutional Area- Phase II,
New Delhi-110070**

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NOTICE INVITING TENDER

Ref. No. D-19021/1/2024-LOKPAL

Dated: 05.12.2024

The Lokpal, on behalf of Lokpal of India invites sealed tenders from the experienced and reputed firms/organizations for setup of digital infrastructure at Lokpal of India.

Name of Project	Approx. cost (in Rs.)	Online EMD (in Rs.)	Pre-Bid	Last Date / Time of online Submission	Date/ Time of tender submission in hardcopy	Opening of Technical Bid
Setup of digital infrastructure at Lokpal of India.	6 Crore	12 Lakh	12.12.2024 at 02:30 P.M at Lokpal Premises	26.12.2024 before 05:00 P.M.	26.12. 2024 before 05:00 P.M.	30.12. 2024 at 02:30 P.M.

- Tender documents may be viewed online by interested and eligible bidders on the website www.eprocure.gov.in and on www.lokpal.gov.in.
- Bidders can submit its tender online at www.eprocure.gov.in before the key dates given above. The Physical copy of the Technical Bid may be submitted at the address below latest by **26.12.2024 at 5:00 P.M.**
- All further notifications/amendments if any shall be posted on www.eprocure.gov.in and www.lokpal.gov.in only. No separate communication shall be made with individual Bidders.
- **The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**
- All other terms and conditions for submission of tender are contained in this document. If the date of submitting/opening of the Bid is declared as holiday, then the bids shall be submitted / opened on next working day.
- **The Lokpal of India, New Delhi** reserves the right to accept or reject any or all bids without assigning any reason thereof.

• **Address for communication:-**

Under Secretary (GA), Lokpal of India

6, Vasant Kunj Institutional Area- Phase II, New Delhi-110070

Email:- rajesh.rk@nic.in

Landline: +91 11 26125024

Broadly the Work/Jobs to be performed are:-

- To deploy Hardware (Computers, Servers, Firewall, Software High Speed Commercial Scanner, Virtualization, racks, switches etc) with the required Operating System/System Software/Software for Digitization (Scanning, Cleaning, Indexing) and Paperless office (Judicial & Administrative) in secured manner.
- To carry out Scanning, cleaning, and indexing and check of such judicial record in digital form in a secured manner for which scanning work has not been done.
- To setup the Data Center with all security features along with disaster recovery (Specification defined in technical specification head).
- Setup of paperless echo system from receipt to final disposal of Judicial and Administrative records (including e-filing and upgradation of existing portal).
- The Lokpal of India, New Delhi reserves the right to accept or reject any or all bids without assigning any reason thereof.
- A meeting regarding queries related to the bid shall be held online on 12.12. 2024 at 02:30 P.M. at the premise of Lokpal of India. Bidders are requested to send their queries online by 10.12.2024 on official mail ID.
- This tender is subject to availability of Budget/Funds with Lokpal of India.

TERMS AND CONDITIONS FOR E-TENDERING

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website www.eprocure.gov.in. Therefore, it is advised to all prospective bidders to get registration by making online registration fees payment at the earliest.
2. Tender documents can be purchased on payment of tender fees and downloaded from website www.eprocure.gov.in.
3. Service and gateway charges shall be borne by the bidders.
4. Since the bidders are required to sign their bids online using class-III Digital Signature Certificate, they are advised to obtain the same at the earliest.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.eprocure.gov.in. Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
6. If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at www.eprocure.gov.in.
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120- 4493395.
11. The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form.
12. The firms registered under NSIC or MSME are exempted for submission of tender fee and experience certificate.

2. INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS

- a) **“Artefact”** means Judgment, Orders, MAPs, Compact Discs, DVD, USB Pen Drive, documents, video footage, notifications etc. that make up the archival material at the Lokpal. These are collectively also referred as **“Lokpal of India Holdings”**

- b) **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- c) **“Bank” or “Banks”** refers to all scheduled Indian Banks as per the RBI current list.
- d) **“Lokpal of India”** - It means that all the office of the Lokpal of India.
- e) **“in writing”** means communicated in written form with proof of receipt.
- f) **“Kick Off Meeting” means** a meeting convened by Lokpal of India to discuss and finalize the work execution plan and procedures with the selected Bidder.
- g) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- h) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- i) **“OEM”** - means Original Equipment Manufacturer.
- j) **“Project”** means all Activities covered under present contract.
- k) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services to be provided by the Bidder at Lokpal of India SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Process as specified in this tender, checking the installation, commissioning and integration of sub-components.
- l) **“Sub Contractor”** means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Service Provider. The Service Provider shall sub-contract for technology partner.
- m) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Service Provider / Bidder” appearing anywhere in the document.
- n) **“The Bidder”** means a firm which participates in the tender and submits its proposal.
- o) **“The Employer”** means the **Lokpal of India, New Delhi.**
- p) **“The Contract”** means the agreement entered between the Employer and the Service Provider / Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- q) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.

- r) **“The Letter of Award”** means the issue of a signed letter by the Service Provider of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- s) **“The Service Provider”** means the individual or firm supplying the Services and work under this Contract.
- t) **“The Site”** shall mean office of the Lokpal of India, where the Service Provider carries out any installation of Goods or is required to provide any Services under the tender.

2.2 Earnest Money Deposit (EMD)

The proposal should be submitted along with online application fee of Rs.5,000/- (Rupees Five Thousand only) and EMD of Rs.12,00,000/- (Rupees Twelve Lakhs only) in the form of Demand Draft/Banker's Cheque in favour of "Pay & Accounts Officer, Lokpal of India" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.

2.3 Fees

Proposals must be accompanied with a non-returnable online Fee of an amount mentioned in the NIT/Bid Data Sheet/Bid Forms payable to "Pay and Account Officer, Lokpal of India.

2.4 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this tender document. All information submitted must be noted in the same sequence as its appearance in this tender document. All pages of the Proposal must be paginated.

2.5 Bid Scope

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work is to be bid by the bidder.

2.6 Only One Proposal

Service Providers cannot submit more than one technical solution. All Service Provider are expected to propose the **solution they consider best.**

2.7 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Lokpal of India shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.8 Proposed Material

The Proposal material submitted in response to the TENDER becomes the property of the Lokpal of India and is to be appended to any formal document which would further define or expand the Contractual relationship between the Lokpal of India and the Bidder. All the material submitted will be considered as part of this TENDER.

2.9 Eligible Bidder

The eligible Bidder shall be a company, firm and individual (MSME also) shortlisted during the evaluation process for this project at Lokpal of India.

2.10 Subcontracting

The Bidder shall not be permitted to subcontract any part of its obligations **except the technology DMS solution & e-filing or paperless software under the contract**, with the prior written permission of the Joint Secretary, Lokpal of India. **No other sub-**

contracting is permitted. Subcontracting the exempted part or component of this contract to any individual, firm or entity, without prior permission shall be treated as sufficient grounds for automatic cancellation of the Contract / Agreement.

2.11 Period of Engagement

The duration of the project is for Three years. Since it's a turnkey project, the Lokpal of India reserves the right to extend the contract duration at its sole discretion for another period of two years with enhancement in prices for scanning work on mutually agreeable basis.

2.12 Availability of Personnel

2.12.1 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.

2.13 Cancellation of Appointment / Contract

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned hereunder.

2.13.1 If the Bidder is found to have submitted false particulars / fake documents at the time of the award of assignment.

2.13.2 If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artefacts, conduct / discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to suitable action as deemed fit by Lokpal of India.

2.13.3 If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rates or any other point previously agreed, after Lokpal of India issue the letter of Intent (LOI).

2.13.4 A recommendation for award of Contract will be rejected if it is found that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases Lokpal of India will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in any further activities of the Lokpal of India.

2.13.5 If the Bidder fails to make written disclosure as per the Disclosure Clauses of this TENDER, either at the time of submitting the proposal or after the contract has been signed with the Bidder.

2.13.6 If the Bidder damages the artefacts due to mishandling /negligence / poor upkeep etc. then penalties would be levied on the Service Provider. In case such instances are repeated the contract may be terminated at the sole discretion of the Lokpal of India.

2.13.7 If Bidder fails to execute the e-filing, paperless software and Digitization as per the requirement of Lokpal of India and as mentioned in this Tender Document.

2.13.8 Any other reason deemed fit by the Lokpal of India for cancellation.

2.14 Conflict of Interest

2.14.1 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

2.14.2 In the event of a conflict of interest, the Bidder is required to obtain confirmation of no objection from the Lokpal of India.

2.15 Presentations

The Lokpal of India shall call the shortlisted Bidders (**whose bid is found responsive**) to provide a presentation of their Proposal at the Date and Time to be determined by the Lokpal of India. No proposer will be entitled to be present during, or otherwise receive any information regarding presentation of any other Bidder. The Presentation should not exceed 60 minutes in front of the Committee of the Lokpal of India. Presentation shall be based on the detailed requirements for the project as mentioned in present Tender document.

The presentation be prepared in light of Technical Evaluation criterion that is "Approach and methodology" for which specific marks shall be assigned during Technical Bid Criterion.

2.16 Submission of Proposal

2.16.1 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet and other accompanying documents.

2.16.2 The Bidder shall submit the tender document / bid using the appropriate submission sheets. These forms must be completed without any alterations to their format and no substitute will be acceptable. All blank spaces will be filled in with the information requested. If particular information is not applicable to Bidder, the same will be mentioned as "**Not Applicable (N/A)**" instead of leaving the field blank.

2.16.3 The Bidders are invited to submit the Technical Proposal (online and hardcopy), Online Financial Proposal and other details as specified in Tender.

2.16.4 All Technical Proposals shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL" and "ORIGINAL". The technical proposal should have online tender fees and online EMD.

2.16.5 ***The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid.***

2.16.6 The envelopes containing the Technical Proposals shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with:-

2.16.7 Title of setup of digital infrastructure.

- a) Tender No:
 - b) Deadline for Submission; and
 - c) Addressed to the **“Under Secretary (GA), Lokpal of India”**
- 2.16.8 Technical Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.
- 2.16.9 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
- 2.16.10 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
- 2.16.11 All bids must contain original copies of the Technical Proposal as described in the Data Sheet.
- 2.16.12 If any envelope is not sealed and marked as instructed, the Lokpal of India reserves the right to reject it.

2.17 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

2.18 Clarification of Proposals

2.18.1 To assist in the examination, evaluation, comparison and post qualification of Proposals, The Lokpal of India may, at its discretion, ask any Bidder for a clarification of its Proposal. The Lokpal of India request for clarification, and the response, shall be in writing. The Bidder must furnish the required clarification within the stipulated time.

2.18.2 Any clarification submitted by a Bidder that is not in response to a request by the Lokpal of India shall not be considered.

2.18.3 No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors identified by Lokpal of India in the evaluation of the Proposals.

2.19 Proposal Validity

2.19.1 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Lokpal of India.

2.19.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Lokpal of India.

2.19.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the Lokpal of India may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing.

2.19.4 During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal.

2.20 Late Proposals

The Lokpal of India will not consider any Proposal that arrives after the deadline prescribed by the Lokpal of India. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

2.21 Non-conformities, Errors and Omission

2.21.1 The bidder is expected to comply with the true intent of this tender taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Lokpal of India, in writing, and the Lokpal of India shall issue written instructions to be followed. The bidder is responsible

for the contents of its Proposal and for satisfying the requirements set forth in the tender document.

- 2.21.2 The Lokpal of India may waive any non-conformity or omission in a technically qualifying proposal that does not constitute a material deviation.

2.22 Undue influence

Any attempt by a Bidder to influence the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may be treated as sufficient grounds for the rejection of its Proposal.

2.23 Award of Contract Notification

2.23.1 Prior to the expiration of the Proposal validity period, the Lokpal of India shall notify the successful Bidder, in writing, that its Proposal / bid has been accepted. The successful Bidder shall send its acceptance letter to the Lokpal of India within 10 days.

2.23.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

2.24 Negotiations

2.24.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

2.24.2 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

2.24.3 Negotiation will include both technical and financial negotiation, depending on the requirement of the Lokpal of India.

2.25 Signing of Contract

2.25.1 The Under Secretary (GA), Lokpal of India shall be the contract signing authority from the Lokpal of India. The Hon'ble Chairperson, Lokpal may authorize any other permanent officer to sign the contract on behalf of the Lokpal of India.

2.25.2 Promptly after notification, Lokpal of India shall send to the successful Bidder the Contract and the Special Conditions of Contract.

2.25.3 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Lokpal of India

2.26 Mobilization / Start Date / Commencement Date

The Bidder is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

2.27 The Lokpal of India have Right to Accept any Proposal, and to reject any or All Proposals.

The Lokpal of India reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without assigning any reasons and without incurring any liability to the Bidders.

2.28 Price Offer and Taxes

2.28.1 The Bidder may provide only one best solution as part of the technical bid and **ONLY ONE** online financial bid. In case of more than one financial bid, the submission will be considered non-responsive. Prices quoted must be firm and inclusive of all taxes, rates, fee, surcharges, duties, no change alternate/conditional price offers shall be allowed.

2.28.2 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in rate of Taxes / Levies, the same shall be passed to the Lokpal office and any increase of change in rate of Taxes shall be passed to the Firm and decrease of change in rate of Taxes shall be passed to the Lokpal Office.

2.29 Bid Validity Period

Bid should be valid for a period as specified in the Data Sheet from the date of opening of proposal.

2.30 Acceptable Banks

All Banks related documents should be submitted only from Nationalized / scheduled Banks.

2.31 Termination Based on Funding

The Contract resulting from this Tender will be subject to availability of Funds with the Lokpal of India, in the event of paucity of such funds, the Lokpal of India reserves the right to terminate or suspend the contract for an agreed period of time, without any penal charges. In the event of termination, the Bidder shall be paid for services performed under this Contract up to the effective date of termination and notice of such termination will be submitted to the Proposer in writing not less than sixty (60) days prior to the effective date.

2.32 Intellectual Property Rights

2.32.1 The Lokpal of India shall own all the software items if any cost has been paid to vendor paid for efficient implementation of process. All licenses procured for the Lokpal of India, work, must be in the name of "Under Secretary (GA), Lokpal of India.

2.32.2 The Lokpal of India shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the contract including all documents which have been newly created or developed by the Bidder solely for this project and for the purposes of inter-alia use or sub-license of such Services under this Contract.

2.32.3 The Bidder should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Lokpal of India, and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Lokpal of India to the extent

that Intellectual Property Rights are unable by law to so vest; the Bidder assigns those Intellectual Property Rights to the Lokpal of India on creation.

2.32.4 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods /equipment supplied /service provided by the Bidder, the same shall be acquired in the name of the Lokpal of India, and the same may be assigned by the Lokpal of India to the Bidder solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Lokpal of India The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Lokpal of India indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel or Service Provider during the course of performance of the Related Services.

2.33 Area of Work

In the premises of Lokpal of India.

2.34 Right to Inspect

The Lokpal of India or its authorized representative reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm reputation, and other qualifications of the Bidder, during the evaluation period, as well as throughout the life of the project.

2.35 Right to Have Work Executed

If the Bidder should neglect to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, the Lokpal of India, after a week written notice to the Bidder, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Bidder

2.36 Insurance

Bidder will be responsible for providing insurance coverage for all its employees, support staff and equipment during the entire duration of the project. The Lokpal of India is not responsible for the insurance and well being of the staff. The Service Provider must ensure the safety and adequate insurance of all its employees engaged in the work / Contract.

2.37 BID DOCUMENT

2.37.1 The Bid Documents include:-

1. Notice Inviting Tender & Terms and Condition of e-Tendering
2. Instructions to Bidders.
3. Scope of Work.
4. Criteria for Evaluation.
5. Payment Terms.
6. General Conditions of The Contract (GCC).
7. Special Conditions of The Contract (SCC)
8. Submission of General Forms, Certificates, Technical & Financial Bid Forms.

2.37.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender / Bid may be rejected, if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

2.38 AMENDMENT OF BID DOCUMENTS

At any time, prior to the date of submission of Bids, the Lokpal of India, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

2.39 COST OF BIDDING

The Bidder has to bear all the cost associated with the preparation and submission of the bid.

2.40 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

2.40.1 The proposal should be submitted along with application fee of Rs.5,000/- (Rupees Five Thousand only) and EMD of Rs.12,00,000/- (Rupees Twelve Lakhs only) in the form of Demand Draft/Banker's Cheque in favour of "Pay & Accounts Officer, Lokpal of India" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.

2.40.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished the required Performance Guarantee.

2.40.3 The EMD will be forfeited:

- (i) If a Bidder withdraws its bid during the period of bid validity. **or**
- (ii) If the Bidder fails to accept the Lokpal of India corrections of arithmetic errors in the Bidder's bid (if any), **or**
- (iii) If the Successful Bidder fails to sign the contract agreement with the employer, **or**
- (iv) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

2.41 BID PRICES

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Goods and Service Tax, packing, forwarding, freight and insurance etc. applicable to the project.

2.42 DISCOUNTS

The Bidders are informed that discount, if any, should be included in the total price.

2.43 BID VALIDITY

The bids shall remain valid for a period of **180 days** from the last date of submission of the bid the validity period can be extended at the sole discretion of the Lokpal of India

2.44 SUBMISSION OF PROPOSALS

2.44.1 All proposals will have to be submitted ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound shall summarily be rejected. All the Pages and Papers should be sealed and signed in original.

2.44.2 All the sealed envelopes should again be placed in a sealed cover superscribed as "PROPOSAL FOR PROJECT FOR SETUP OF DIGITAL INFRASTRUCTURE AT LOKPAL OF INDIA" from: M/s -----" "NOT TO BE OPENED BEFORE **11:00 A.M. on, 2024**. The Bid is to be submitted to the **Under Secretary (GA), Lokpal of India**

2.44.3 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

2.45 LATE BIDS

Any bid received by the employer after the time and date for receipt of bids prescribed by the employer in the tender may be rejected and returned unopened to the Bidder.

2.46 MODIFICATION AND WITHDRAWAL OF BIDS

2.46.1 The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written intimation to the employer.

2.46.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

2.46.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

2.47 LOCAL CONDITIONS

2.47.1 Each Bidder is expected to fully get acquainted with the **local conditions and factors at the site**, which would have any effect on the performance of the contract and/or the cost.

2.47.2 The Bidder is expected to know all conditions and factors, which may have an effect on the execution of the contract after issue of **Letter of Award** as described in the bidding documents. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.48 SCHEDULE OF EVENTS

The tentative dates for the schedule of key events of this tender are given as under:-

1. The date of Pre-Bid meeting is 12.12.2024 at 02:30 P.M. which will be held at the Lokpal office premise.
2. The last date and time of online submission of proposal is 26.12.2024 before 05:00 pm.
3. The last date and time of submission of hard copy of proposal is 26.12.2024 before 05:00 pm.
4. The date and time of opening of technical bids is 30.12.2024 at 2:30 PM.
5. The date and time for demo by technically qualified/ shortlisted bidders will be intimated separately.
6. The date & time of opening of the online price bid at the Lokpal of India will be intimated to the shortlisted Bidders, after Technical evaluation and Live Demo.

Note:- The vendor are requested to send their suggestions / queries on following e-mail id:- rajesh.rk@nic.in with a copy to js.lokpal@gov.in by 10.12.2024.

2.49 OPENING OF PROPOSAL

The evaluation committee or its authorized representative will open the tenders.

2.50 EVALUATION

2.50.1 The Employer reserves the right to modify the evaluation process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

2.50.2 Any time during the process of evaluation, the employer may seek for clarifications from any or all Bidders.

2.51 DECIDING AWARD OF CONTRACT

2.51.1 The Employer reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the **Lokpal**

of India or its appointed representative on the date asked for at no cost to the employer.

- 2.51.2 The Employer will notify the Successful Bidder on its intention to award the work through “Letter of Award” mentioning the purchase Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- 2.51.3 The Employer will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.
- 2.51.4 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the employer. This is deemed as the “Contract” defined elsewhere in this tender document.

2.52 GENERAL INSTRUCTIONS TO THE BIDDERS

- 2.52.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the Lokpal of India is not reimbursable.
- 2.52.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.
- 2.52.3 Successful bidder must ensure his establishment in India and the after the award of contract to ensure the permanent setup in Delhi/NCR.
- 2.52.4 Canvassing in any form will lead to disqualification of the bid.

2.53 CONFIDENTIALITY

- 2.53.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- 2.53.2 As used herein, the term “Confidential Information” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

2.53.3 At all times during the performance of the Services, the Bidder shall abide by all applicable Lokpal of India security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

2.53.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

2.54 Bidders Liability of deployed manpower for the project:-

2.54.1 The entire financial liability in respect of manpower deployed in the Lokpal of India shall be of Service Provider/Bidder and the Lokpal Office will in no way be liable.

2.54.2 For all intents and purposes, the Bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Lokpal Office. **The persons deployed by Service Provider/Bidder in the Lokpal Office shall not have any claims whatsoever like employer and employee relationship against Lokpal of India**

2.54.3 Service Provider/Bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. The Lokpal Office shall, in no way, be responsible for settlement of such issues whatsoever.

2.54.4 The Lokpal Office shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.

2.54.5 The persons deployed by Service Provider/Bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the Lokpal Office during the currency or after expiry of the Contract.

2.54.6 In case of termination of the contract on its expiry or otherwise, the persons deployed by Service Provider/Bidder shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in the Lokpal of India

2.54.7 The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties / other persons. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider/Bidder as well as the person concerned liable for penal action under prevalent laws or any other relevant provision

besides, action for breach of Contract.

- 2.54.8 Service Provider/Bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Lokpal of India. The Lokpal Office shall have no liability in this regard.
- 2.54.9 Service Provider/Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered for the Lokpal of India to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- 2.54.10 Service Provider/Bidder shall maintain all **statutory** registers under the Law. The Service provider shall produce the same, on demand, to the Lokpal of India
- 2.54.11 In case, Service Provider/Bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Lokpal of India is put to any loss / obligation, monetary or otherwise, the Lokpal of India will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of Service Provider/Bidder, to the extent of the loss or obligation in monetary terms.

3. Scope of Work

3.1 The scope of work for the turnkey project for setup of digital infrastructure at Lokpal of India consists of

1. Setup of Data Center in the premises of Lokpal Office with following IT Infrastructure.

Hardware Specification-"A"

1	Smart Rack pair with redundant UPS and Air Conditioner	2
2	Server (Rack servers or HCI)	5
3	Storage 25 TB (25 TB storage using SSD drives in raid 5/6. Min 768 GB Cache memory, 4 number of 16 Gig FC port and 4 number of 10 GiG iscsi port. 3 years warranty and 100% Data availability guarantee)	1
4	Firewall & WAF+ADC in HA mode	1
5	25 TB Data Protection/Backup storage (25 TB storage using SSD drives in raid 5/6. Min 768 GB Cache memory, 4 number of 16 Gig FC port and 4 number of 10 GiG iscsi port. 3 years warranty and 100% Data availability guarantee)	1
6	24 port Layer3 Switch in HA mode	2
7	LAN work	50 nodes
8	Computers	25
9	Hypervisor (VMware) and OS (RHEL 9) cost (5 year support)	3
10	Electrical Work	As per site
11	NAS 10 TB	1
12	E-Filing/Paperless software, website upgradation including server & internet security with three year support	1
13	WACOM display 24" inch	15
14	Service of CDAC like Aadhar authentication, speech to text	1
15	PSPDF kit software	1

2. Storage minimum Specification-

Data Storage platform must be offered on all flash NVME technology with end to NVMe protocol. Offered Storage platform must support Symmetric or Asymmetric Active/Active architecture for block access, it also must support file shares to be accessible from all available controllers. Storage must support file share within a single namespace where data is spanning across 2 or more controllers and data is accessible from all of the controllers. Storage must be offered with atleast 100 Gbps bandwidth in redundancy for inter controller communication.

The storage operating system must provide FC, iSCSI, NFS (NFSv3, NFSv4, NFSv4.1), CIFS/SMB, NVME-over-FC, NVME-over-TCP protocols natively with single microcode to support heterogeneous application environment. In addition to the above, Object (S3 compatible) protocol should also be supported for application platform natively at storage.

The storage system should offer capability to identify and remediate ransomware attacks using autonomous ransomware protection within the controllers or using additional appliance in HA. The offered system should support ransomware and insider threat detection to protect data with early detection and actionable intelligence on ransomware and other malware incursions.

Storage platform must support Synchronous and Asynchronous Replication between DC & DR for both Block and File Protocols, replication traffic must be encrypted during replication. Offered Storage replication should be secured by end-to-end encryption and bandwidth optimization over a WAN link that is data must be replicated in dedup and compressed form. Storage platform must support replication to on premise & on cloud platform (at least 3 Meity approved cloud platform).

3. The above hardware are indicative and can be changed according to the proposed solution. If any vendor proposed different solution for the data centre but meet all objectives as stated above will also consider.
4. The e-Filing/Paperless software and website upgradation will depend on the requirement analysis but each and every activity of the office to be paperless either on the judicial side or administrative side.
5. The DMS is to be developed by the bidder meeting out the requirement. It is implied all the frontend or backend software for each record type shall be developed by vendor. Solution will be end to end. The Lokpal Office is looking for end to end DMS solution. Hence, the Software will be developed by the vendor for all process and record type.

3.2 Digital Courts Solution

The Paperless/Digital Courts in which all court proceedings take place in a digital format. The Digital Courts are one of the primary enablers of Information and Communication Technology (ICT) system in India, which is accredited with bringing transparency in the Indian Judiciary and warrant speedy disposal of cases. Additionally, Digital Courts enables strong stimulus by provisioning a platform to litigations and citizens that would enable speedy registration of complaints, online tracking, complaint listing, timely hearing & effective resolution of disputes. The Digital Courts are a part of the transformation that the judiciary in India is going through in making legal services and justice more accessible to masses.

3.3 Key Services of Digital Courts solution for Lokpal of India

The services provided by Digital Courts solution can be able to meet the overall objectives by

1. Providing efficient & time bound citizen centric service delivery.
2. Providing transparency of information and access to its stakeholders
3. Enhancing productivity both qualitatively and quantitatively
4. Provisioning affordable, accessible, cost effective & transparent Justice Delivery System.

3.4 An Digital Courts will provision for following services

1. Complaint Filing
2. Scrutiny Check
3. Complaint Listing
4. Court Proceedings
5. Judgement/Daily Orders Creation
6. Enquiry Management
7. Document Management System
8. Email/SMS Services
9. Proceedings through VC.

3.5 Objectives

The purposes of computerization/implementing IT solution in Lokpal of India are briefly mentioned below:

1. ICT enablement of Lokpal of India
2. Automation of workknow management
3. Electronic Movement of Records
4. Facilitate citizen centric services

3.6 Web based software development

The development of web-based Complaint Management System at Lokpal of India for developing/customizing and implementing the generic modules for e-Filing, CIS and Document Management System with the following major features:

1. Online services of complaints to public servants
2. Personalized dash board to track the progress of complaint
3. Online accessibilities of documents
4. Online filing no. generation
5. Online summary generation of complaint and supportive documents filed.
6. Digitalized complaint filing in Lokpal of India through e-filing module.
7. Provision for uploading PDF files by the public servant/complainant.
8. Enables public servant/ complainant for accessing complaints/orders/judgements in digitized form.

9. Facilitates for conducting hearing by Hon'ble members using electronic means in court rooms and easy access to digitized complaints, replies, rejoinders, comments, objections and written submissions filed by miscellaneous agencies.
10. Provision for creating Bench/Member specific own notes/observations on smart screens during e-hearing in the Court Room/ their Chambers by accessing digitized complaints through Interactive Pen Display and Touch Screen in non-sharing mode Various reports generation through CMS module as required by Lokpal of India
11. Availability of up-to-date complaint status and relevant orders to all the stakeholders on their own dashboards and through SMS/e-mails services of VENDOR.
12. Provision for conducting hearing of complaints using VC.

3.7 e-Filing

A web-based portal through which complaints, applications or documents could be filed online from any system having internet connectivity. Only authorized registered user can file through this facility. Individual/parties will have to register for the purpose of filing complaints. Application form through this Portal will ask for online entry of details like party's name, address, and other complaint related data. Scan copies of documents can also be uploaded. Check list of supporting documents will also be available on the portal.

3.8 Complaint Information System (CIS)

An e-filed complaint metadata is integrated with the CIS module through designed web-services along with digitized uploaded attachments. The complaint life cycle in the Registry will be maintained by processing it through the defined work flow followed at Lokpal of India. Its status will be updated by Lokpal of India Registry users at each step on regular basis.

The System generated automated SMS and e-mails will be communicated to the concerned parties/complainants through SMS gateway and e-mail services on every stage of updation and listing of complaints in the court following Lokpal of India procedure viz

- Intimating defects in complaint (if any)
- Registration of complaint
- Listing of complaints
- Change in status of complaint
- Orders of complaint on a listing date
- Online servicing of notices/summons
- Hearing schedules
- Cause list generation

3.9 Document Management System

The e-filed new complaints/pending digitized complaint is maintained in the folders at servers of Lokpal of India. During hearing in the court room, the folders are accessible to Hon'ble members through complaint number. Related documents in each folder are bookmarked and arranged in specific order for making the accessibility to them in a precise and quick manner so that it should match with the traditional manner, where complaints are being heard through hard copies.

Digitized documents may be maintained under a portfolio with multiple major subfolders (heads) using features available with third party DMS tool. They may be broadly classified as:

- Order sheets,
- Pleadings,
- Documents,
- Office Noting,
- Evidence

The users of the Registry will be allowed for role-based access and updation of status of complaint, updation of next hearing data, Record of proceeding generation. Login based authorized access of complaint portfolio will be accessible to Hon'ble Members in the court room during hearing. The Software module will facilitate Hon'ble Members to write their observations/notes as annotations/ comments/brief using Pen Interactive Smart Screens through stylus Pen through a document writing editor in non-sharing mode. Orders (Record of proceedings) can be created through automated procedure by generating preamble part prior to a Court commencement by the court masters and generating order text during hearing in the Court room or post hearing session. Data status relevant to court's direction along with digitally signed Orders could also be made available online on the commission's website through CIS routine for the benefit of complainant. Orders could also be sent to the all concerned through auto generated-mails. Digitally signed Orders/Judgments may also be considered as Certified Copies and could be made available to parties when they request/apply for the same.

3.10 Suggested Approach

1. The Web-based e-Filing software module for Lokpal of India should be security audit.
2. The DR site should be deployed on MeghRaj/AWS/AZURE Cloud and can be accessed through its website URL. The CIS (Complaint Information System) module can also be made available on Cloud with an additional local server

set (Blade/Rack Server) having primary/secondary servers of medium range. All the complaint portfolio of complaints scheduled for hearing, will be downloaded a day before on to local servers to ensure its un-interrupted availability to members in Court rooms during hearings. SMS/-Mails will be served through VMS though generated and pushed through Local Servers. CIS will provide services to registry users for complaint defects maintenance, online complaint registration, subsequent status updation, Notice and Reports generation, Cause-list generation. A complaint portfolio will be accessible to Hon'ble members during its hearing in the court/chamber through Cause List by hyperlinking the complaint no with cause list. Complaint Portfolio will also accessible to authorized users of Lokpal of India with limited access.

3.11 Suggested Technology (Open Source):

S.No.	Module Name	Technology Components
1.	e-Filing & CIS	PHP/Laravel
2.	DMS	DSpace
3.	Database	RDBMS-PostgreSQL
4.	Operating System	RedHat Linux (RHEL)/ Ubuntu

The proposed hardware on Cloud Infrastructure which includes VMS with RAM, vCPUs/ SAN Storage and Local Rack/Blade Servers, will be used for integrating and storing metadata and digitized complaint complaints of fresh complaints received through e-filing.

3.12 Development of e-filing software:

1. Development of e-Filing software for Front-end, backend, Operating System and DMS combination
2. Templates for capturing mandatory data items and options for digitized data attachments (Digitally signed preferably) will be customized as per Lokpal of India requirements.
3. Web-based e-filing software will be hosted in the VENDOR Data Center for making it available basis to its users. Estimated Cloud services (No. of VMs, with vCPUs, RAM, SAN Space) and, Cloud support Services (Middle ware services for OS and DBA maintenance support) at Data Centre will be provided to Lokpal of India accordingly.
4. Ownership and Control of the web based Generic software will remain with Lokpal after three years from vendor.

3.13 Complaint Information System (CIS):

1. The data captured through e-Filing will be integrated with CIS database and DMS.
2. A software module with required features to maintain and subsequent updation of complaint data on regular basis will be customized and deployed.
3. Defects notifications, System generated Diary no. and Registration No of complaints, Coram and listing dates and updation, Notices & Reports generation etc. options in the generic form will be provided in CIS. However, any user-specific development along with reports/statements will be carried out by roll out team.
4. Status of e-filing, complaint registration, listing information, communication and notices to parties will be sent through SMS/e-mails.
5. Advance and Final Cause lists will be generated through software module.

6. Digitized Complaint data will be maintained in following prescribed folders under a complaint portfolio using DMS tool (suggested).

3.14 Interface to DMS:

1. Any subsequent digitized document filing will be incorporated in appropriate respective folder through book-marking features of DMS tool to maintain it in.
2. All digitally signed ROPs will be maintained date-wise in the respective folder.
3. Inputs for Order/Input for ROPs and Lokpal of India Correspondence will only be accessed to authorized users, locally.
4. Hon'ble members can create their own notes/annotations through compatible document writer and save them in dedicated storage media using stylus pen for writing on the touch creative HD screens installed in court room.
5. Parties can submit their digitized evidences related to the complaint during hearing by displaying them on LED screens and later on for including them in the digitized complaint portfolio following court's directions.
6. Complaint related evidences can also be shown on the projector and LED screens installed in the court by concerned parties during hearing.
7. Digitized documents may be maintained under a portfolio with multiple major subfolders (heads) using features available with third party DMS tool. They may be broadly classified as: Order sheets, Pleadings, Documents, Office Noting, Evidence etc.

3.15 Upgradation of Lokpal of India website

1. Latest Status of complaints along with ROPs/Judgments will be made available on website by updating and uploading the CIS data on regular basis.
2. Complainant can access the complaint, counter, rejoinders and other related documents filed in their/related complaints through registered login ids.

3.16 Technology Architecture

The envisaged technical architecture for Lokpal of India is based on Centralized and Networked Data Processing principles. The data processing will be carried out at a single location with a set of servers to support the processing needs of the Lokpal of India. The architecture is designed so as to avoid the single point failure to the extent possible. Central location has to be connected to the various different offices through different network components. A specialized IT cell shall manage the centralized computing environment.

3.17 Roles and Responsibilities

The roles and responsibilities for each stakeholder is described below:-

3.17.1 Vendor

1. Prepare software solutions i.e. development of CIS, revamping e-Filing application and DMS along with e-Court interface for the requirement of Lokpal of India.
2. Demonstrate prepared software solutions to Lokpal of India, which will be implemented after approval from competent authority in Lokpal of India.
3. Training and implementation support.
4. IPR of the web based application software shall remain with Vendor. Vendor shall have the full right to modify the technical artefacts for use by other Departments at all levels of Government. Vendor has the full rights to claim award(s)/felicitation(s) and submit related technical papers for its intellectual property. Lokpal of India shall have the perpetual right to use the application within the department.
5. The actual technical manpower for development and implementation of the proposed deliverables will be estimated as per timelines, deliverables and scope of work during project implementation.
6. The costs mentioned for manpower, hardware and other items are indicative costs only and may exceed the quoted costs in the event of expansion and enhancement of scope and deliverables mentioned in the proposal or unexpected hike in the rates of hardware and software components.
7. The project cost estimates have been budgeted for 3 years but the latest rates, terms and conditions at the time of procurement of items will be considered as final during project execution.
8. Getting Web Security Audit done for developed/customized modules by any empanelled vendors of Cert-in.
9. Any minor enhancements/ change requests may be taken up in current version of the application. Any major enhancements/change requested by user, will be taken up during implementation of next version. Any change in the web-based s/w modules will require fresh Security Audit to be done again. Under circumstances, if any delayed feedback or modifications to already finalized model or released system are requested, the User Department may have to incur additional cost and time.
10. Providing Operating and Technical manuals and imparting necessary training to Lokpal of India users required for e-Filing, CIS modules and integration of DMS operations with CIS.
11. Development will be done at the Vendor/Lokpal Office as per requirement. The training, discussions will be happening in the Lokpal Office location.

3.17.2 LOKPAL

1. The Lokpal of India should specify its requirements about IT Application preferably by formal communication in detail, Lokpal of India should provide feedback on the adopted models, documents, demonstrative systems, and presentations etc., made by vendor, within a reasonable time frame as agreed upon mutually. After which, the steps and stages of various project life cycle will get finalized for subsequent stages.
2. In the absence of written feedback, it shall be presumed that User has accepted the system designed by vendor and to save time and cost overruns no further feedback shall be considered.
3. Provisioning of appropriate nos. of VMS on Cloud, if required.
4. Procurement of manpower support (like Technical, FMS, etc.) to be provided by vendor.
5. All RTI queries related to the IT Application are to be answered by the User department. If any technical queries are there, vendor may provide inputs to the Nominated/ designated officer of the department, provided it is technically feasible.
6. All queries from Government law enforcing, auditing and Regulatory agencies related to the Project IT Application are to be answered by the User department. The vendor shall not be responsible to answer any such queries. The User department should envisage the reports and output required from the IT Application in advance, which will become the part of the IT Application. VENDOR can help in preparation of exceptional reports in the IT Application to answer such queries by the Nominated/ designated official of the User department.
7. The vendor uses sample/test data for IT Application engineering activities, it is the responsibility of the User to clean the sample data before go-live so that there will not be any harm or legal issues due to sample data.
8. The vendor should be indemnified from all legal and associated consequences arising due to the usage of the IT application.
9. The Lokpal of India should give due consideration to sensitize themselves with existing various Government Laws/Acts/ Rules and Regulations such as IT Act 2000, IT Act 2008 (Amendment), IT Rules 2011, Aadhaar Act 2016, Cyber Security Laws, Role of Cert-in, Sensitive Personal Data Information Rules and Privacy of Personal Data etc. issued by Government of India from time to time.
10. The ownership of stored data, entire transactional data, content data, validations and business rules/ functional requirements belong to the Lokpal of India.
11. The vendor will not keep access right of the actual data inserted/generated in the IT Application of Lokpal of India. The real-time actual implementation and operation of the IT Application will be the prime responsibility of the user department. Lokpal of India shall nominate an officer who has the

- complete and exclusive access to the stored data. This officer can be trained by the vendor Project Team for this purpose.
12. Provide space and basic facilities like desktops with internet connectivity, furniture, communication facility, consumables etc to manpower, which are deployed for training and implementation support under the project.
 13. Ensure smooth operation of both LAN & WAN with sufficient bandwidth.
 14. Direct their officials to attend discussions and trainings so that vendor could understand change requirements, make provisions in the software and implement the project in smooth manner.
 15. Approve requirement document submitted by vendor for the preparation of software solutions.
 16. Format of various reports to vendor team.
 17. Designate a Nodal Officer through whom all software related requirements shall be forwarded to vendor for the project period.

4. CRITERIA FOR EVALUATION OF TECHNICAL BIDS:-

S.no.	Parameter	Description	Criteria	Marks(Max)	Score
1	Experience	Minimum 5 year of Experience in Working for Industry	For 5 years =8 marks, Any additional Year 1 marks will be given	10 Marks	10
2	Work Order	Supply of Hardware Devices For Paper Less System in any Gov. Departmets / Courts Of India	Project	20 Marks	20
3	Development of DMS System and approach and Methodology for implementation	Methodology for Development of DMS.	Offline Demo	20 Marks	25
		Clear understanding of scope of services.	Offline Demo	5 Marks	
4	Team Structure and Organization	Team organization and scheduling: Team and its Optimization work plan to meet an efficient activity scheduling.	Documents Need To be Submit & Explain the Execution plan at the time of Offline Demo	15 Marks	25
		Proposed Team structure (with clearly identified roles & responsibility.)	Documents Need To be Submit & Should Explain the Execution	10 Marks	

			plan at the time of Offline Demo		
5	Quality Management & Solution Proposed	ISO 27001,ISO 9001 ,ISO 14001	ISO 27001 = 5 marks , ISO 9001=2.5 marks , ISO 14001=2.5 marks	10 Marks	10
6	Key Personnel and Infrastructure	Competence and Hands-On experience of Project Manager/Organization in execution and coordination of projects in Gov. Department/High Courts	Purchahse Order of Services / Installation	10 Marks	10
Grand Total					100

Note:-

1. All the prequalification and technical specifications conditions are to be fulfilled by the bidders.
2. The Technical proposals will be evaluated by the committee appointed by the Lokpal of India and they will select the bidders. The financial bids will be opened for the shortlisted bidders only. Rest of the bidders EMD will be returned after finalization of bid.
3. The minimum of **70 marks** are there for getting selection in the financial bid opening.
4. The decision of the Lokpal of India for finalization of the Bidders will be final.

The evaluation of bid will be on QCBS Pattern (Quality Cost Based Selection)

Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. The Lokpal of India, shall inform the date, place and time for opening of the Financial Bid.

Evaluation and Comparison of Bids (QCBS)

80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the Bidder under consideration

F_b = Absolute financial quote for the Bidder under consideration

F_{min} = Minimum absolute financial quote

Composite Score (S) = $T_s * 0.8 + F_n * 0.2$

The Bidder with the highest Composite Score(S) would be awarded the contract.

5. PAYMENT TERMS

The payment schedule for various components of the project is as mentioned below:-

Successful completion of the pilot shall be the prerequisite for going ahead with the remaining contract and any and all payments for this contract will be released only on successful completion of pilot.

5.1 Method of Billing:

To receive payments, the Service Provider must submit an appropriately itemized invoice to the Lokpal of India for services performed. Invoices are to be sent in triplicate to the Lokpal of India along with all supporting documents approved by the officer nominated by the Chairperson, Lokpal of India The Contract Number (or Purchase Order Number, if applicable) must be included on the invoice. The invoice to be submitted in triplicates.

Before processing the Invoice the procedure as mentioned in point no 5.1 shall be strictly followed by service provider.

5.2 Method of Payment:-

5.2.1 25 % payment in advance for development of DMS and software after award of contract.

5.2.2 30% after SRS will be finalized by the Lokpal

- 5.2.3 30% after User Acceptance Test.**
- 5.2.4 Remaining 15 % will be release in three year of 5% every year.**
- 5.2.5 80% cost of the hardware used for creating the infrastructure for Digitization and Paperless Court at Lokpal Office mentioned in Part C will be release after delivery of equipment and remaining 20% will release after installation.**
- 5.2.6 The Bidder is responsible for completing the scope of work specified in this Tender. The Lokpal of India may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to the Lokpal of India.**

6 GENERAL CONDITIONS OF THE CONTRACT (GCC)

6.1 SPECIFICATIONS

The Project to be executed under this contract shall conform to the Technical Specifications given in this tender.

6.2 PERFORMANCE GUARANTEE

6.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to **3% of the Contract Value** valid for a period of **38 months** within 30 days from the date of contract.

6.2.2 Bank Guarantee

The Bank Guarantee issued by following banks would be accepted.

- (i) SBI or its subsidiaries,
- (ii) Any Indian Nationalized Bank/Scheduled Bank.

6.2.3 The Performance Guarantee shall be as per the format approved by the "**Lokpal of India,**"

6.2.4 The Performance Guarantee shall be payable to the Under Secretary (GA), Lokpal of India as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Lokpal of India will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

6.3 PRICES

6.3.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. However, increase or decrease of taxes / levies during the period of contract will pass over to the Lokpal Office.

6.4 Rights of Lokpal of India:-

6.4.1 ***The Lokpal of India reserves the right to make changes within the scope of the work at any point of time.***

6.4.2 The Lokpal of India reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award

of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

6.5 TIME SCHEDULE FOR COMPLETION OF THE CONTRACT

6.5.1 **The successful bidder shall complete the assignment within 3 years from the date of signing of contract.**

6.5.2 The Service Provider shall ensure that the delivery of cleaned tiff images / JP2K (lossless compression) equipment and/or the delivery of the services are in accordance with the time schedules specified in this tender. In case of any deviation from the schedule, the Lokpal of India reserves the right to either cancel the Contract and/or recover Liquidated Damages.

6.5.3 The Service Provider, if faced with problems in timely delivery of services, which have dependencies on the other vender which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Lokpal of India in writing, about the causes of the delay and tentative duration of such delay etc. The Lokpal of India on receipt of such intimation shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

6.5.4 Any **delay by** the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:

- i. Forfeiture of Performance Bank Guarantee
- ii. Imposition of Liquidated Damage charges
- iii. Termination of the contract for default.
- iv. Blacklisting of the Successful Bidder

6.7 FORCE MAJEURE

6.7.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

6.7.2 If a Force Majeure arises, the Service Provider shall promptly notify the Lokpal of India in writing of such condition and the cause thereof. Unless otherwise directed by the Lokpal of India the Service Provider shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Service Provider shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

6.8 TERMINATION

- 6.8.1 **Termination on expiry of the CONTRACT:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Lokpal of India exercises its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 6.8.2 **Termination on account of Force Majeure:** Lokpal of India shall have the right to terminate the Contract on account of Force Majeure.
- 6.8.3 **Termination on account of insolvency:** In case the Service Provider, at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Lokpal of India shall, by a notice in Writing have the right to terminate the Contract and all the rights and privileges of the Successful Bidder hereunder, shall stand terminated forthwith.
- 6.8.4 **Termination for breach of contract:** Any breach by the Service Provider of its obligations hereunder unless rectified by the Successful Bidder demanding rectification shall result in termination of contract within 30 days of receipt of the notice therefore the Successful Bidder shall surrender all the data and materials belonging to the Lokpal of India
- 6.8.5 **Termination for delay:** Service Provider shall be required to perform all activities/services as per the terms and conditions mentioned in the tender document. If the Service Provider fails to do so, the Contract may be terminated by the Lokpal of India by giving a notice in writing Lokpal of India has extended the period with levy of Liquidated Damages as per tender.
- 6.8.6 The Lokpal of India may at any time terminate the Contract by giving notice without assigning any reason.
- 6.8.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Lokpal of India to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- 6.8.8 In case of termination of Contract herein set forth the Service provider shall be put on Blacklisted [*i.e. neither any enquiry will be issued to the party by the Lokpal of India against any type of tender nor their offer will be considered by the Lokpal of India against any ongoing tender(s) where contract Lokpal of India and that particular Service Provider / Bidder (as a bidder) has not been finalized*] for two years from the date of termination by the Lokpal of India to such Service Provider / Bidder.

6.9 ARBITRATION:

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the

implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and/or conciliation but in the event of failure, the same shall be referred to the sole arbitrator appointed by Hon'ble Chairperson, Lokpal of India. The arbitration shall be in New Delhi only and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

6.10 GOVERNING LAWS AND JURISDICTION:

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the Courts at New Delhi.

7. SPECIAL CONDITIONS OF THE CONTRACT (SCC)

7.1 GENERAL

Apart from the clause in the "Instructions to the Bidders" given in Section II & the conditions given in General Conditions of Contract given in section VI, the conditions given herein shall also prevail.

7.2 EQUIPMENTS AND SUPPORTING ACCESSORIES / SOFTWARE

7.2.1 All the equipments / systems / items to be used for setup of digital infrastructure project to be installed shall conform to the relevant technical specifications and standards as per Tender Document. The equipments are to be new and in good working condition and to be properly maintained by the bidder/service provider. The equipment that is to be used under the setup of digital infrastructure Project is to be in excellent working condition. The undertaking is to be submitted by the bidder regarding this point. Also, it will be the decision of the Lokpal Office regarding to ascertain the quality of scanners.

7.3 SITE ACCEPTANCE TESTS (SAT)

7.3.1 The Lokpal of India shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Service Provider / Bidder to confirm that the performance of the entire installation satisfies the specification requirements. The Lokpal of India reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

7.3.2 The Lokpal of India reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff of each location.

7.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments **with proper integration with other sub components, applications and software's.**

7.3.4 The Service Provider / Bidder shall carry out the Site Acceptance Tests in the presence and supervision of the Joint Secretary, Lokpal of India or its designated Officer at the site. Service Provider / Bidder, at its own cost,

shall provide the testing of equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.

- 7.3.5 The Employer or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the Service Provider / Bidder to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
- 7.3.6 The Service Provider / Bidder shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to Lokpal of India
- 7.3.7 Any components or modules failing during the acceptance tests shall be corrected / changed free of cost by the Service Provider / Bidder. These replacements shall not be made out of spares supplied by the Service Provider / Bidder as part of supplies under this Contract. This shall also not entitle the Service Provider / Bidder to any extension of completion time.
- 7.3.8 The cost of all test and / or analysis shall be fully borne by the Service Provider / Bidder.
- 7.3.9 The completed installation at all stages shall be subjected to checks and tests as decided by the Lokpal of India The Service Provider / Bidder shall be liable to rectify all of such defects as discovered during these checks and tests and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

7.4 CONSIGNEE AND SECURITY OF EQUIPMENTS

Security of all equipments that will be installed by Vendor in the section where the setup of digital infrastructure work is under progress shall be the responsibility of Service Provider and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss the Service Provider / Bidder shall be responsible for the same.

7.5 SERVICE LEVEL REQUIREMENTS - SLA:

7.5.1 Service Hours and Preventive Maintenance:

The Service window for all the equipments would be 9:00 A.M. to 06:00 P.M. from Monday to Saturday, excluding National Holidays.

SUBMISSION FORMS

Note:- All the Forms / Formats given in the Tender document MUST be duly filled in and submitted as part of Bidders Proposal. Failure to submit even a single Form or submitting any incomplete form will lead to automatic disqualification of the tender.

8.1 General Submission Forms

S. No.	Criteria	Submission List	Attached with Deviation / No deviation (Y/N)
1.	Covering Letter	Form G - 1	
2.	Certificate as to Corporate Principal	Form G- 2	
3.	Vendor Details Form	Form PQ-1	
4.	Bidder Annual turnover Detail Form (Optional for MSME and NSIC vendors)	Form PQ-2	
5.	Bidder Form	Form PQ-3	
6.	Performance Guarantee Format	Form PQ-4	
7.	Certificates	Form PQ-5	
8.	Details for tender fees of Rs. 5,000/- (Five Thousand Only)(Non-refundable)	General	
9.	Details of Earnest Money Deposit of Rs.12,00,000/- (Twelve Lakh Only)	General	

8.2 Technical Proposal Submission Form

S. No.	Criterion	Submission	Attached with Deviation / No deviation (Y/N)
1.	Experience of undertaking assignments / Projects in any gov. department	Provide by vendor.	
2.	Details of Process as how the Scanning, cleaning, Indexing and quality checking of different records will be done by Vendor.	<i>(Write up /Note) and copy of presentation thereof</i>	
3.	Equipment Proposed to be installed at Data Centre.	Write up note of technical solution of Data Center.	
4.	Annexure related to Certificates to be enclosed by Vendor	As per requirement	

5	e-Filing /Paperless software & website upgradation.	Write up note of technical solution of Paperless Software.	

8.3 Online Financial Proposal Submission Forms

S. No.	Criterion	Submission List
1.	Summary of Costs (costs should include all of taxes & duties)	Form F - 1

Form G-1
Covering Letter

To,

The Under Secretary (GA),
Lokpal of India

Respected Sir,

We, the undersigned, offer to provide the Services for the Project for setup of digital infrastructure of the Lokpal of India in accordance with your tender document dated ----- . We are hereby submitting our Proposal, which includes this Technical Proposal and an online Financial Proposal.

We are submitting our Proposal independently.

- a) We hereby declare that we have fully read, understood and accepted the entire scope of work and all terms and conditions of this tender document [In case of any deviation or non conformance with any proposed clause, please find attached a separate letter highlighting the rationale for proposing such deviations].
- b) We hereby declare that all the information provided and statements made in this Proposal are true and accept that any misleading information contained in it would lead to our disqualification.
- c) We confirm that all personnel named in the tender will be available to undertake the services. If due to any unforeseen situation such personnel are not available, we shall make available personnel of similar or better credentials which only when approved by the Lokpal of India, shall be deployed for the project.
- d) We undertake, if our Proposal is accepted, to initiate the setup of digital infrastructure Services related to the assignment not later than the Mobilization Date indicated in the Bid Data Sheet.
- e) If our Bid is accepted, we commit to provide a Performance Security as specified by the Lokpal of India.
- f) We undertake to setup of digital infrastructure Centre within Lokpal office with all the required hardware, software and support services within the pilot phase and implementation of software within Lokpal of India premises.
- g) Breach of any of the above clauses will entitle Lokpal of India to immediately terminate this contract and make us liable for any civil and criminal proceedings.
- h) We understand and accept Lokpal of India is entitled to accept or reject any proposal without assigning any reason(s).

Yours sincerely,
Authorized Signature [In full]:
Title of Signatory:
Name of Bidder:

Form G-2

Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Director or Company Secretary, duly authorized)

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above tender is authorized to bind the Company / Bidder by authority of its governing body.

Signature: _____

Full Name: _____

Address: _____

Form: PQ-1: BIDDERS DETAILS

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership/Consortium Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department	
6.	GST Registration (Please attach)	
7.	Experience Certificates of minimum 5 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / Public Ltd. Companies OR if company is MSME and NSIC start-up, they submit the certificate only.	
8.	Details of Bid Security/ Earnest Money Deposit: a) Amount: 12,00,000/- b) Date: c) Reference No.	
9.	Details of Tender Fees: a) Amount: 5,000/- b) Date c) Reference No.	

Form: PQ-2 : BIDDER'S ANNUAL TURNOVER
(Optional for MSME and NSIC vendors)

_____ (Location)

_____ (Date)

From (Name & Address of the Statutory Auditor)

To,
The Under Secretary (GA),
Lokpal of India,

Ref.: _____

Sir,

We hereby certify that the **average** annual turnover of M/s. _____ (name of the bidder) is not less than **Rs. Five Crore** during the last three financial years.

Sl. No.	Firm	2020-2021	2021-2022	2022-2023
		Amount	Amount	Amount
1				

Note:- The minimum turnover of the vendor to be Rs. 5 Crores.

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:

BID FORM -PQ-3

Tender No. :

Date:

To,

**The Under Secretary (GA)
Lokpal of India, New Delhi**

Respected Sir,

1. Having examined the conditions of contract and specifications in the tender document and annexures, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Project for setup of digital infrastructure at Lokpal Office for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 3% of the purchase / contract value.
4. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Work Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated..... this day 2024

Name and Signature

In the capacity of

Duly authorized to sign the bid

for and on behalf of

Witness

Address

Signature

PERFORMANCE GUARANTEE FORMAT (PQ-4)

In consideration of the **Lokpal** (hereinafter called Lokpal of India,) having agreed to _____ (hereinafter called 'the said Service Provider / Bidder(s)') from the demand under the terms and conditions of an agreement made between _____ and _____ for ----- . (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Service Provider / Bidder(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for -----/ (Rs. _____) we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (Service Provider / Bidder(s)) do hereby undertake to pay to the Lokpal of India, an amount not exceeding Rs.----- /- (-----) against any loss or damage caused to or suffered or would be caused to or suffered by Lokpal of India, by reason of any breach by the said Service Provider / Bidder(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Pay and Account Officer, Lokpal of India by reason of breach by the said Service Provider / Bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider / Bidders(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Lokpal of India in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----/- (In rupees).
3. We undertake to pay to the Lokpal of India any money so demanded notwithstanding any dispute or disputes raised by the Service Provider / Bidder(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider / Bidder(s)/supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall

continue to be enforceable till all the dues of the Lokpal of India under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Lokpal of India certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Service Provider / Bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _____ (period as specified in the contract) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the Lokpal of India that the Lokpal of India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider / Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Lokpal of India against the said Service Provider / Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider / Bidder(s) or for any forbearance, act or omission on the part of the, Lokpal of India or any indulgence by the Lokpal of India to the said Service Provider / Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider / Bidder(s)/supplier(s).
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the

Lokpal of India in writing.

Dated the _____ day of _____
for _____

(Indicate the name of bank)

CERTIFICATES (PQ-5)

WE CERTIFY THAT:

1. We will not DISCLOSE any information of the Lokpal of India to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the Lokpal Office.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The services /material / items offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender document are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet **100% Confidentiality** and Integrity of the Lokpal Office Database and software.

Authorized Signatory

(Seal of the Company)

Form F-1: Financial Proposal

Please ensure that you only use the Table A for submission of Online Financial Proposal.

Table-A

S.No.	Description of Scope of Work	Lump-sum amount in Rs.	GST in Rs.	Total Amount
A	B	C	D	E=C+D
1.	Project Execution Cost (Hardware and Software) as mentioned in Specification-A and as per Scope of work			

- a. The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.***
- b. The specifications of the hardware and technology used for implementation to be submitted along with cost in separate sheet.***

S. No.	Specification	Description	Technical Compliance YES/NO	Remarks, if any
-------------------	----------------------	--------------------	--	----------------------------

1	Processor(s)	Minimum 2 x Intel® Xeon® Gold Series 5th Generation or AMD EPYC (9004 series) 5th Generation Processor or equivalent or better Cache 60 MB Cache, Base Frequency 2 Ghz or more, Turbo Frequency 4 Ghz or better 32 Physical Cores per processor (2 x 32= 64 Cores for 2 processors), 64 Threads (=128 threads for 2 processors)or Better		
2	Chipset	Compatible CHIPSET		
3	Memory	Minimum 1024GB DDR5 4800 MT/s Registered ECC RAM installed from day one. Scalability after populating higher capacity of DIMMs must be up to 2048GB or higher.		
4	Disks Supported	At least 8 or more SAS/SATA HDD/SSD Bays.		
5	NVMe Support	At least Eight or more drive /Slots must have native support for NVMe drives.		
6	SSD	5 x 1.6TB or higher Enterprise Nvme SSD Drives gen4 (or higher) installed from day one.		
7	RAID Controller	RAID Controller SAS/SATA/NVME 12Gbps with minimum 8GB Cache and Supports RAID levels 0, 1 ,5, 6,10.		
8	Form Factor	Maximum 2U Rack server (including all units) rack mounted with sliding rails/ chassis.		
9	I/O slots	Minimum 5 X PCI 4/5 slots including x16 & x8 bandwidth based slots OR Better.		
10	Ethernet ports	Minimum 2 x 10Gbps Ethernet Ports with through onboard or addon Controller, Copper or better.		
11	Other Ports	Minimum 1 x 1G (IPMI) dedicated port, 1 x VGA, 2 x USB 3.0 Ports.		
12	HBA card	FC HBA Card (2ports, should support 16/32Gbps, and with 32gbps transceivers and 10m patch cords (2nos).		
13	Power supply	N+1 or more, Minimum 2000W, 80 Plus Redundant Titanium rated Power Supplies. OR Better		
14	Market Position	The OEM for the proposed server must be in Leaders quadrant in the last two Gartner's report of "Magic Quadrant for Modular Servers" & should have been one of the top three server vendors (by market share revenue in IDC or Gartner report) in any of the previous 2 quarters		
15	Server security	The vendor should follow the cyber security guidelines issued by Government of India on time to time.		

"Minimum Specification – Server "

S. No.	Description	Specificati on	Technical Compliance YES/NO	Remarks, if any
1	Type	Desktop		
2	Processor	x86 Processor i.e. Intel i5, 12000 series / AMD Ryzen5, 5000 series (Six Core and Twelve threador higher), 4.4 GHz or higher turbo frequency) orbetter		
3	Motherboard	OEM Motherboard		
4	Chipset	Suitable chipset for quoted processor withupgradable support		
5	Memory	8GB DDR-5 3200 MHz or higher expandable up to64GB		
6	Graphics	Integrated HD or better Graphic controller		
7	Storage	512 GB SSD or Higher		
8	Network	Integrated Gigabit Ethernet controller with RJ-45connector, WIFI and Bluetooth 5.0 or higher.		
9	External Ports	2 x USB 2.0 or higher and 2 x USB 3.0 or higherports, 1 HDMI port, 1 DP port		
10	Audio	Integrated sound controller		
11	Keyboard	Standard 104 Keys OEM Keyboard with RupeeSymbol and USB Interface		
12	Mouse	OEM Optical USB Scroll Mouse with Mouse pad		
13	Display	23" or higher LCD/TFT display non-touch havingFHD (1920x1080) or better resolution and TCO/BIS certified		
14	Webcam	Full HD with integrated mike		
15	Power Management &DMI	System with Power management features & Desktop Management Interface implementation		
16	Power efficiency	Minimum 85%		
17	OS Support	Latest version of Windows, Linux and Any other Compatible OS. Supplier to provide latest driversfor Windows, Linux (Ubuntu) and Any other compatible OS		
18	Accessories	System user manual and all other necessaryaccessories		
19	Compliance & Certifications	Complete system should be BIS registered, BEE / Energy Star certified and RoHS Complied andEPR Complied		
20	Stand	Standard Height adjustable		
21	Warranty	Complete systems with minimum Three Years OEM onsite comprehensive warranty support.MAF from OEM is a must.		

“Minimum Specifications For Computer”

S. No.	Parameter	Minimum specification required	Technical Compliance YES/NO	Remarks, if any
1	Capacity	5000VA, 800W		
2	Type	True Online Double Conversion		
3	Technology	IGBT		
4	Configuration	1Phase, L-N, +PE		
5	OVCD, overload, short circuit and surge protection	Inbuilt		
6	Generator /Inverter compatibility	Should be compatible with generator /inverter supply.		
7	AC Output Voltage	230 V AC, 1-phase $\pm 1\%$		
8	Output Frequency	50 Hz ± 3 Hz		
9	Output Efficiency	90% on full load		
10	Output Plug standard	Minimum 3, India 3-pin 6A		
11	Wave Form	Sine Wave		
12	Input Plug standard	India 3-pin 6A		
13	Input voltage limits	110V-280V		
14	Switching current capacity	10A		
15	Product Certification	ISO 9001-2000, ISO 14001 certified and BIS certificate/standard (UPS and batteries)		
16	Battery (SMF)	4 number of 12V, 9ah battery or equivalent or better. Should be internal /inbuilt.		
17	Recharge Time	Less than 8 hours		
18	Battery Warranty	Minimum 2 years		
19	Warranty on UPS	Minimum 5 years onsite warranty across M.P.		
20	Service Centers	Must have Company Authorized Service Centre in Capital City / High Court Place.		
21	Other features	Cold Start, LCD Display panel		
22	Monitoring and Alarm	On battery, replace battery, overload and approximate load indications, Alarm on battery, distinctive low battery alarm, and overload continuous tone alarm.		

Minimum Specifications For UPS ”