

### Bid Corrigendum

GEM/2024/B/4967909-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

#### Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Buyer uploaded ATC document [Click here to view the file](#).

### Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1

bidders through a Random Algorithm executed by GeM system.

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

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions.](#)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
NEW DELHI

Dated 14.05.2024

Responses to clarifications asked in Pre-Bid Meeting and Corrigendum to Bid No. GEM/2024/B/4967909  
for Development of Indoor Navigation Application at AIIMS, New Delhi

Pre-Bid meeting of Bid No. GEM/2024/B/4967909 for Development of Indoor Navigation Application at AIIMS, New Delhi was held on 04/06/2024 at Ramalingaswami Board Room under Chairmanship of Dr. Vivek Tandon, Prof.: Dept. of Neurosurgery, AIIMS, New Delhi.

Along with the committee members, the meeting was attended by following representatives of the prospective bidders:

Sl	Representative's Name	Name of Firm
1	Rajiv Ranjan	C.E. Info Systems Ltd
2	Vikas Upadhyay	
3	Pulkit Sapra	
4	Sanjeev Gupta	RV Solution Pvt Ltd
5	Vishal Baijal	
6	Jitendra Sharma	GENESYS
7	Jitendra Razdan	Reliance Jio Infocomm Ltd
8	Vijay Dubey	Jio Platform Ltd
9	Isha Rani	
10	Himani Parashar	ESRI India Pvt Ltd
11	Pruthri Bhatti	
12	Ujjwal Karmani	Tracker Wave
13	Gaurav Kumar	Tojo Vikas International
14	Pankaj Bhatt	Deduce Technologies
15	Arun Vasishta	Mapstated Technologies India Pvt Ltd

Chairperson TSEC welcomed the officials and the representatives of firms attended the meeting. Brief detail of the previous RFP and tender was also given by the chairperson. As per the tender requirement, the clarifications submitted by the bidders and responses given by the TSEC are as under:

<b><u>Clarifications raised by M/s C.E.INFO SYSTEMS LIMITED</u></b>				Response by TSEC
SL No	Tender Section	Existing Provision in Clause	Clarification Sought	
1	Scope of Work Internal Navigation Application Project - 14. Handover	The vendor will be responsible for handing over the complete source code of the application, backend as well as mobile to AIIMS after completion of the	As per our understanding the source code to be handed over to AIIMS is the part which is created under this RFP/Assignment Please clarify	Clarified. The complete source code of the application, backend as well as mobile to AIIMS after completion of the project will have to be handed over.

		project		
2	Annexure 24 – Indicative list of areas where Navigation Services may be required	List of AIIMS Properties at New Delhi & other state locations.	New RAK OPD, Child and Mother Block, Geriatric, and Surgical Block are not mentioned on the list.	All areas of AIIMS New Delhi including NCI, Jhajjar is included except Hostels, Residential areas, NDDTC Ghaziabad and CRHSP Ballabhgarh.
3	Annexure 24 – Indicative list of areas where Navigation Services may be required	List of AIIMS Properties at New Delhi & other state locations.	For outdoor areas, should the vendor compute the walkable path length in the AIIMS campus?	Yes, Walking paths between buildings/ centres will also be included
4	Annexure 24 – Indicative list of areas where Navigation Services may be required	List of AIIMS Properties at New Delhi & other state locations.	For Jhajjar Campus, overall area is given, we need indoor area of the buildings to compute the costs.	The campuses may be visited for survey and the same will be facilitated by Dr. Arun Verma.
5	3.2 Mobile application	Navigation: the fastest route to the destination should be automatically calculated	Suggestion: Is real-time error correction and auto reroute required? if a user takes the incorrect path, the system should auto re-route.	Yes
6	3.2 Mobile application	Navigation: the fastest route to the destination should be automatically calculated	Suggestion: Do we need to link to the campus transport network in the routes? It will help patients to commute across campus.	Parking, Pickup and drop points to be marked.
7	2. Key Objectives	Accessibility Features: The application must be designed to be inclusive, considering accessibility features for users with disabilities to ensure they can easily navigate the facilities.	Suggestion: Do we need to meet accessibility compliance and landmark features like hyper annotation for people with disability? Should accessible routes be filtered based on the user's needs?	Hyper annotation can be an optional feature. The application must adhered to and comply with standard Govt. Guidelines w.r.t. accessibility compliance.
8	3.4 Admin Module	Ability to create new rooms, cabins, floors,	For this, access to the map annotation tool will be required. Is	The Admin Module shall have ability to

		buildings etc, using point and click interface	this part of the deliverable?	<u>delete/ alter/</u> create new rooms, cabins, floors, buildings etc in the application using point and click interface and it is to be done by the service provider as part of tender.
9	12. Technical Evaluation Process:	Bidders are required to be ready for installation of the setup at the AIIMS site within 10 (ten) days of bid submission end date for technical evaluation	Where will the technical demo be installed in AIIMS, and how much of the area will be covered?	Suitable area may be RAK OPD/ MCH/ NCA Block. The bidder can also identify suitable area. Final decision will be of AIIMS, New Delhi. Bidderwise floor of the selected area may be divided amongst the bidders alphabetically.
10	Annexure 13: Financial Bid Proforma (BOQ)	Cost of per running meter walkable pathway navigation.  The cost of per running meter is to be multiplied by 1000 meters and added to the proposed cost of the project for calculating the L1 bidder.	What is cost per running meter?  The usual area estimate is in sqm, as provided in the annexure. Also, is this reference cost for future extensions, if yes then will hardware be charged separately.	Cost of per running meter walkable pathway Navigation is required for scalability of the scope for new areas where navigation is required. No separate charge will be paid for hardware as the quoted cost shall include all cost components.
11	Annexure 13: Financial Bid Proforma (BOQ)	Software deliverables	Pls clarify on where do we include the costs for the following: - Survey and mapping cost - Manpower deployment cost - Server and other related tool costs As there is no provision for these	The cost can be included in the respective head such as Software/ Software/ CAMC etc.

			items in the current BOQ.	
12	Annexure 13: Financial Bid Proforma (BOQ)	Sum of NPV of CAMC cost for 5 Years after completion of warranty period of 5 Years	Please clarify this formula used to calculate.	Clarified during the meeting
13	Annexure 11: Payment	75% percent of the quoted price of Software & Hardware deliverables as per Sr. 1, 2 & 3 of “Schedule 13” will be paid at the completion of the project once go-Live permission has been granted	As a significant cost will invest in hardware purchase, configuration and deployment. It is requested to provide 20-30% initial payment on SRS acceptance.	No Change recommended.
14	3.Detailed Scope (Scope of Work)	The vendor must deploy an adequate technical support team on a 24x7 basis. At least one person with adequate qualification and required skills/hardware must be physically deployed at AIIMS during office hours under computer facility for updating, maintenance and support.	As there are 5 sites proposed in the RFP. Will manpower be deployed at each site to meet the SLA critetion?	All areas of AIIMS New Delhi including NCI, Jhajjar is included except Hostels, Residential areas, NDDTC Ghaziabad and CRHSP Ballabhgarh. Adequate manpower shall be deployed as per tender requirement.
15	Annexure 8: Warranty & CAMC Support and Service Level Agreement (SLA)	Note 1- “Minutes/ Hours” mentioned in the above table are not working hours but general hours. Support duration expected is 24X7.	Some of the items should have working hours rather than general hours because as per tender, physical manpower will be available only in working hours. For eg - for beacon replacement.	No Change recommended.  24x7 support is required.

16	Annexure 16: Covering Letter for Bid	Scanned copy of covering Letter as mentioned in Annexure -21	As per RFP document Annexure 16 is Covering Letter for Bid. We understand it's a typo error, Pls confirm.	Corrected
17	Annexure 23 - MAF Manufacturer's Authorization Format (MAF) From OEM	MAF as per Annexure 23	For Hardware and Software both for a period of 5 years?  Kindly clarify as 3 years mentioned on MAF Annexure 23	Corrected
18	Earnest Money Deposit (EMD)	The format for Bank Guarantee is at Annexure 23.	As per RFP document Annexure 20 - Format for Bank Guarantee for Submission of Earnest Money Deposit (EMD) We understand it's a typo error, Pls confirm.	The format for Bank Guarantee will be same for EMD as well as for PBG.

<b>Clarifications raised by M/s Reliance Jio Infocomm Ltd</b>				Response by TSEC
SL No	Tender Section	Existing Provision in Clause	Clarification Sought	
1	NIT	Bid End Date/Time: 18-06-2024 17:00:00 Bid Opening Date/Time: 18-06-2024 17:30:00	This is a very short duration to prepare for bid after prebid meeting. Kindly grant minimum extension of 2 weeks post clarifications in the last date of bid submission. Suggested Clause is: "Bid End Date/Time: <b><u>02-07-2024 17:00:00</u></b> Bid Opening Date/Time: <b><u>02-07-2024 17:30:00</u></b> "	"Bid End Date/Time may be extended till <b><u>10-07-2024.</u></b>
2	Annexure 1	Notes: 1. Exemption for MSEs & Startups - Firms who are registered with NSIC (National Small Industries Corporation) under Single Point Registration Scheme or Startups (for items mentioned in "Scope of work" as recognized Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from eligibility criteria mentioned in S No – 1,2,3,4 and 6 mentioned in the above table. In such cases, an attested copy	We understand that MSME registered as Micro Industry having "UDYAM REGISTRATION CERTIFICATE" issued by Ministry of Micro, Small and Medium Enterprise is also considered under the mentioned clause. Kindly confirm	Exemption as per extent Govt Guidelines will be given.



		of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption.		
3	3.Detailed Scope (Scope of Work)	<p>14. Handover</p> <ul style="list-style-type: none"> <li>- The vendor will be responsible for handing over the complete source code of the application, backends as well as mobile to AIIMS after completion of the project</li> <li>- The vendor will provide support to AIIMS New Delhi for transfer of application server , databases, etc to the institute / its next vendor</li> </ul>	Kindly remove this clause, as the application to be offered under this RFP is a proprietary application with its own Intellectual Property. Also it will be only be customised at the front end level to work for AIIMS. Otherwise the application will always remain the property of application creator or service provider. It cannot be transferred, only its licence can be given to AIIMS for usage purposes only.	No Change recommended
4	14.Additional Terms and Conditions (ATC)	9. AIIMS, New Delhi reserves the right to terminate the work order in whole or in part at any time of its convenience by serving a written notice of 90 days. The notice of termination will specify that termination is for AIIMS, New Delhi's convenience and the date upon which such termination becomes	Please note that there will be exit penalty if termination is done by AIIMS during contract period.	No Change recommended

		effective. AIIMS, New Delhi reserves the right to cancel the remaining part and pay the amount for partially completed Services to the selected vendor.		
5	22.Change Request	<p>During the project tenure, the vendor may be required to make customizations as per the requirements of the user department, which is outside the scope of work. For that, the vendor may raise a change request.</p> <ol style="list-style-type: none"> <li>1. Change Request efforts shall be shared with the user department within 7 days of intimation.</li> <li>2. A change request shall only be considered after approval from the competent authority of AIIMS New Delhi.</li> <li>3. On approval of the Change Request, the vendor may start the work.</li> <li>4. The cost per running meter of walkable pathways should be quoted upfront in the tender document.</li> <li>5. This quotation will be relied upon for making any further or</li> </ol>	AIIMS to provide estimated change requests in the lifetime of the contract for Business Case preparation	Changes are to be made on request as and when required

		future payments to the vendor, in case any new building or infrastructure is added to the navigation.		
6	Sub-clause 6 & 13 of clause 14. Additional Terms and Conditions	Assignment and Sub-contracting	Bidder has no right to assign and Sub- contract the part of scope of work unless permitted by AIIMS. Kindly allow sub contracting under the RFP.	No Change recommended
7	Sub-clause 16 of clause 14 & Annexure - 17. Additional Terms and Conditions	Non-Disclosure Agreement	NDA template is totally one sided as AIIMS is also under an obligation to protect the information of User. This clause and draft need to be mutual.	No Change recommended
8	Clause 15	Placing of PO (acceptance of contract)	As per this clause, once the bid is awarded, Bidder has to accept the bid contract in as is form. No mutual negotiation and modifications are allowed. This is not agreeable. Bidder should have a right to mutually discuss, negotiate and finalise the contract	No Change recommended
9	Clause 17	Delivery and Penalty	AIIMS will impose penalty on Bidder in case of any delay in delivery. Instead of penalty liquidated damages can be recovered subject to giving cure period to rectify the delay	No Change recommended
10	Clause 20.	Warranty & CAMC Support and Service Level Agreement (SLA)	Will Bidder provide the upgrade, update free of charge for the lifetime for the solution? Kindly define the scope of upgrade	<b>All upgrade, update are to be provided free of charge for the lifetime for the solution.</b>
11	Sub-clause 1 to 3 of sub-clause (iv) of Clause 23	Termination for default	Non-acceptance of PO may lead to termination of contract. Further, Bidder is under liability to incur excess cost in case AIIMS procure the good and services from Other Service Provider. This is not acceptable.	No Change recommended

			Kindly remove the clause	
12	Sub-clause 1 and 4 of sub-clause (v) of Clause 23	Indemnity	Bidder is under the obligation to indemnify AIIMS during as well as after the contractual period. Will Bidder accept the liability post contract period is over? Further Bidder should not be liable for any loss of life or injury.	Amended as <b>"Bidder is under the obligation to indemnify AIIMS during the contractual period of 10 Years including CAMC."</b>
13	Sub-clause (vii) of Clause 23	Liability of the Selected Agency or Vendor	Bidder's liability for cyber security incidence is unclear. Kindly elaborate	All cyber security incidents including Data Breach, Application hack etc will be covered.
14	Sub-clause (x) of Clause 23	Confidential Information	Does Bidder sharing any confidential information to AIIMS under this transaction? If yes, NDA needs to be mutual. Sub-Clause 10 NDA needs to be deleted as Bidder will not be in a position to seek confirmation of each Users for deletion of Data. AIIMS is under obligation to obtain the consent of each user of Bidder's Application.	No Confidential information is required.

<b>Clarifications raised by M/s Gaia Smart Cities Solutions</b>				Response by TSEC
SL No	Tender Section	RFP Clause	Bidder Response	
1	6	Integrate the application with existing infrastructure and systems to enhance functionality and security	Request for clarification: Please provide more details for existing infrastructure.	Clarified/ explained during the meeting.
2	12	Implement location change requests within three working days upon demand.	Request for clarification: Please explain the given point.	Clarified/ explained during the meeting.
3	3.1.a	It should provide coverage for the entire building complex, including choke points	Request for clarification: Please explain the given point.	Clarified/ explained during the meeting.
4	3.1.a	Navigation: Must show 2D or 3D floor plans.	Request for clarification: Please share more information	Clarified/ explained during

			regarding 3D floor plans	the meeting.
5	3.2	Compliant with Security and Surveillance Policies	Request for clarification: More clarity required.	Clarified/ explained during the meeting.
6	3.4	Data collection and Digital mapping of hospital (pathways galleries and corridors)	Request for clarification: More clarity required.	Clarified/ explained during the meeting.

In addition to above, the committee also recommended correcting the amount of EMD in Scope of Work Document as Rs. 16,00,000/-. The bidders were encouraged to participate in the bid with supporting documents and compliances as per tender requirement failing which the bids will be liable to be rejected.

The meeting ended with recommendation to upload the above responses on GeM Portal & Website of AIIMS and with vote of thanks to the chair.

**Attachment:**

1. Amended Tender Document after Pre-Bid Meeting dated 04/06/2024)

COMPUTER FACILITY  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
ANSARI NAGAR, NEW DELHI-110 029, INDIA  
TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No. :AIIMS/IndoorNavigationApp/2023-24



Brief Description of Services: Tender for Development of Indoor Navigation Application at AIIMS, New Delhi

(Amended Tender Document after Pre-Bid Meeting dated 04/06/2024)

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## 1.Introduction

This comprehensive document outlines the precise requirements and specifications for developing and implementing an internal navigation application at All India Institute of Medical Sciences and National Cancer Institute, Jhajjar. The primary objective of this application is to offer efficient and dependable navigation services within the campuses of All India Institute of Medical Sciences, New Delhi, and National Cancer Institute of AIIMS at Jhajjar.

The main purpose of the application is to assist both patients and employees in effortlessly locating essential facilities such as clinics, wards, investigation rooms, radiology rooms, operation rooms, offices, conference rooms, and other vital amenities.

Contract Duration: 5 (Warranty) + 5 years (CAMC)

## 2. Key Objectives:

1. **Seamless Navigation:** The application should provide smooth and intuitive navigation, guiding users to their desired destinations with clear and concise instructions.
2. **User-Friendly Interface:** The user interface must be user-friendly and easy to navigate, ensuring that all users, regardless of their technical proficiency, can access and utilize the application with ease.
3. **Real-Time Updates:** The application should incorporate real-time updates for facility locations, ensuring accuracy and relevance of information at all times.
4. **Customized Routes:** The application should offer personalized route options, considering individual user preferences and mobility requirements.
5. **Indoor Positioning System (IPS):** Implementing a robust indoor positioning system will be vital to accurately pinpoint users' locations within the premises and provide optimal routes.
6. **Accessibility Features:** The application must be designed to be inclusive, considering accessibility features for users with disabilities to ensure they can easily navigate the facilities.
7. **Multi-Platform Support:** The application should be compatible with various platforms, including mobile devices (iOS and Android) and web browsers.
8. **Security and Privacy:** Data security and user privacy are paramount. The application should adhere to the highest standards of data protection and confidentiality.
9. **Scalability and Flexibility:** The application should be scalable to accommodate future expansions or updates and flexible enough to integrate with other existing systems.
10. **Testing and Quality Assurance:** Rigorous testing and quality assurance processes should be in place to identify and rectify any bugs or issues before and after deployment.
11. **Training and Support:** A comprehensive training program should be provided to end-users and administrators to ensure efficient utilization of the application. Additionally, a robust support system should be established to address any queries or technical concerns promptly.
12. **Time lines-** We expect the successful bidder to design, develop, test, and deploy the application within 3 months after the contract is awarded.
13. **Privacy concerns:** AIIMS does not wish to track personal data of any individual. However, we wish to track number of individuals using the application in the patient care areas to avoid overcrowding and manage resources. For this heat maps or other user friendly dashboards need to be incorporated.

By adhering to these requirements and specifications, we aim to create an internal navigation application that streamlines the experience for patients and employees, enhancing their overall campus experience at All India Institute of Medical Sciences, New Delhi, and the National Cancer Institute of AIIMS at Jhajjar.

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

#### Scope of Work - Internal Navigation Application Project

##### 1. Application Design:

- Create an intuitive and visually appealing user interface for easy navigation within the premises of Ansari Nagar, Trauma center, and Jhajjar campuses.

##### 2. Database Development:

- Establish a robust database to store relevant information, including floor plans, office locations, meeting rooms and other essential facilities.

##### 3. Navigation Algorithms:

- Develop efficient algorithms to calculate the shortest and quickest routes between different locations within the campuses.

##### 4. Mobile and Kiosk Compatibility:

- Ensure compatibility of the application with iOS and Android platforms, allowing employees to access navigation services using smartphones and tablets.
- Enable patients to access information from strategically placed kiosks within the premises.

##### 5. Web Access:

- Provide a web-based version of the application for employees who prefer accessing navigation services through kiosks, desktop computers, or laptops.

##### 6. Integration:

- Integrate the application with existing infrastructure and systems to enhance functionality and security.

##### 7. Testing and Deployment:

- Conduct comprehensive testing to ensure the application's performance, reliability, and accuracy.
- Deploy the application in a live environment, including all necessary configurations and support.

#### 8. Training and Documentation:

- Conduct user training sessions to facilitate the adoption and usage of the application by employees and users.
- Provide detailed documentation for reference and troubleshooting.

#### 9. Cybersecurity:

- Ensure compliance with all existing cybersecurity standards set by the Government of India.
- Implement robust security measures to safeguard user data and prevent hacking attempts.
- Include penalties as prescribed by the Government of India for any data breach or failure to protect user data.
- Application must be secure. Audited by CERT-IN empanelled vendors. Annual audits must be performed and compliance submitted. In addition, audits must be done for major application updates before the same are made go-live.
- The vendor must ensure that the AIIMS building plans and personal data such as mobile numbers, names, etc of the users are kept safe and secure and are not shared with any third party.
- "We require anonymised heat maps without personal identifiable data and the same should be retrievable for a period of 1 year.
- Privacy laws as per the government of India guidelines must be followed. No personal data or aggregate data to be used by the bidder for any purpose.

#### 10. SLA Monitoring Tool:

- The vendor shall provide an SLA monitoring tool audited by a third-party auditor (STQC/STQC empanelled auditor).
- The tool will be used to test and validate functional and performance parameters for adherence to Service Level Agreements.

#### 11. Building Plans and Survey:

- Utilize existing building drawings and plans available with the engineering section.
- Conduct surveys of areas without available plans to gather essential information.

- Vendor responsible for creating necessary drawings/plans to support the navigation application.

#### 12. Yearly Survey and Location Changes:

- Perform yearly surveys to maintain location accuracy within the application.
- Implement location change requests within three working days upon demand.

#### 13. Manpower Deployment:

- The vendor must deploy an adequate technical support team on a 24x7 basis. At least one person with adequate qualification and required skills/hardware must be physically deployed at AIIMS during office hours under computer facility for updation, maintenance and support.
- Ensure smooth functioning and timely assistance for users.

#### 14. Handover

- The vendor will be responsible for handing over the complete source code of the application, backend as well as mobile to AIIMS after completion of the project
- The vendor will provide support to AIIMS New Delhi for transfer of application server , databases, etc to the institute / its next vendor

### 3.1 Technical Requirements

The internal navigation application should work on Bluetooth Beacon based technology and meet the following comprehensive technical requirements:

#### a. Real-time Navigation Software:

- "Provide real-time navigation capabilities, including dynamic updates for changes in office layouts, operational hours and other relevant information."
- Preloaded Maps and floor plans of indoor and outdoor areas. 2D visualization of floor plans should be there for easy navigation. 2D visualization is supposed to give users a Google map-like experience for only representational purposes, allowing them to easily identify different floors, stairs, etc. while navigating. It shall only depict some visual representation without causing any security threat to certain offices, canteen etc.
- The floor plans to be uploaded in the system should be approved and signed by competent authority from the AIIMS engineering section.
- All functionalities must have role-based access. Only authorized personnel will have access to this feature; normal visitors must be restricted and provided with one-way navigation. The Application must work offline as well; it should utilize Bluetooth beacon technology or any other suitable technology that works in absence of GPS / satellite coverage and should continue to work in case the user goes into areas with poor/absent mobile data coverage. There will be many users who will be using this application, and they will not have any access to the internet within our premises.
- The response time of the mobile application should be <2.5 seconds.

- The positioning system should work on dynamic triangulation.
- The application should allow a minimum of 10000 concurrent user sessions.
- It should provide coverage for the entire building complex, including choke points
- Heat maps or density maps for people using the application should be available to the user department for monitoring purposes.
- Navigation: Must show 2D or 3D floor plans.
- Navigation should allow multiple point journeys.
- Dynamically increase or decrease the navigation area
- End Users must have access to help for using the application within the application

#### **b.Indoor Positioning System (IPS):**

- Incorporate an IPS *based on Bluetooth beacon-based technology* to accurately determine the location of users within the premises. The system should provide position estimates with an accuracy of 5 meters or better for all pedestrians (absolute accuracy). Accuracy should be measured in terms of absolute distance, or precision. The system should have position accuracy with an allowable error of less than 5 meters on a particular floor.
- Areas like outpatient clinics, radiology departments, Labs, sample collection areas, etc. have multiple rooms, and to aid patients in reaching the correct destination, positional accuracy should be higher in these areas.
- The application must be able to accurately guide patients in the patient care area. For example- A patient visiting an outpatient clinic has to visit room 110, then the application should be accurate enough to guide the patient to this room. Similarly, all labs, wards etc must be accurately mapped.

#### **c.User Authentication and Security Features:**

The following security and access features must be present:

- Implement secure user authentication mechanisms to ensure only authorized employees or patients can access the application. An initial login page should be provided in the navigation app, which will have the provision to enter the mobile number to get access to the navigation system. OTP-based registration from the mobile number will be allowed for security purposes. SMS facility to be provided by the bidder
- Can be Accessed through the Google Play Store and Apple App Store
- Model development (for detecting position)
- User logs and relevant data should be stored for at least one year for security purposes or as recommended by Govt of India guidelines / regulations updated from time to time.
- Role-based access to areas should be provided:

**d.Offline Mode:** Enable limited functionality in offline mode, allowing users to access previously downloaded maps and navigate without an active internet connection.

**e.Customization:** Allow customization of the application interface and features to suit our organization's branding and requirements.

### **3.2Mobile application:**

Should have the following features:

- Should work on Android and iOS (existing and future versions) of the operating systems.
- Should also have a browser based interface for navigation.
- GPS Navigation like experience
- Digital Indoor and outdoor Maps and Navigation within AIIMS campuses.

- Preloaded Maps and floor plans of indoor and outdoor areas
- Easy Search to Find (Not limited to): Room Numbers, clinics, labs, counters, radiology or similar facilities, Outpatient Clinics, Offices, Billing areas, Indoor wards, research facilities, Parking Lots, Easy to identify stairs, elevators, escalators, mortuaries, Central Sterile supply departments, canteens, washrooms, and other amenities for patients and staff. Hostel numbers should be mapped, but floor- and room-wise mapping of hostels is not required. Residential areas and colonies are not to be mapped.
- Navigation: the fastest route to destination should be automatically calculated
- Supports multi-floor and multi-building floor plans
- Turn by turn Multilingual voice and visual navigation
- 2D visualization of floor plans is mandatory, with optional 3D visualization
- Path visualization and user identification in maps
- Identifiers of different places and ability to pin or select any place
- Auto-fastest route calculation while being compliant with security policies
- Ability to save maps or way's for quick reference
- Ability to access in offline mode
- Compliant with Security and Surveillance Policies
- Compliant with all applicable laws and rules of Govt of india including personal data protection act, cybersecurity guidelines etc
- The app should be available in both English and Hindi, primarily. (Further, it will be extended in other scheduled languages as per user department decision.)
- An initial login page should be provided in the navigation app, which will have the provision to enter the mobile number to get access to the navigation system. OTP-based user authentication linked to a mobile number should be there for security purposes. SMS service to be provided by the bidder.
- As per the existing guidelines of Government of India, data pertaining to the application should be stored on servers that conform to the prescribed norms and must be in India.

### 3.3 Hardware deliverables:

- All hardware necessary for Bluetooth beacons based indoor as well as between building navigation within AIIMS campuses must be installed and maintained by the prospective bidder.
- The proposed technology should not cause any interference with medical gadgets that are routinely used in hospitals. This should be self-certified by the vendor as well.
- Comprehensive maintenance of the hardware supplied, including consumables
- No physical servers are to be provided; instead, secured cloud servers are to be provided and maintained by the bidder.

### 3.4 Admin Module

- It is easy to update room numbers or building references in case of any change
- Ability to create new rooms, cabins, floors, buildings etc using point and click interface
- Ability to add custom metadata to rooms, cabins, floors etc
- Ability to categorize and group locations as OPD, Wards, Toilets, Eateries, Parking, Registration Counters etc
- Ability to assign admin rights for separate buildings to specific managers to enable decentralized and easy data updation
- Ability to have a maker-checker/approver workflow for creation of new rooms, addition of new buildings, floors etc
- Update any blockage or construction
- Ability to monitor any device's strength or health.

- Service request capability to raise any concern to support team
- Data collection and Digital mapping of hospital (pathways galleries and corridors)
- Configuration of hardware for the application
- Dashboards and indicators of application use and performance must be present, with ability to have both public dashboards as well as admin dashboards

### **3.5 Training, Manpower Deployment, and Performance Testing:**

- Provide user training sessions and detailed documentation to facilitate the adoption and usage of the application by employees and patients. Wherever necessary, adequate technical manpower should be deployed in suitable numbers to troubleshoot issues.
- Backend support should be provided for the software and hardware components to address any issues or malfunctions.
- Monthly performance testing: This testing should be done on a monthly basis by the vendor to ensure the accuracy and reliability of the system. Audited reports must be submitted to the user department.
- Audiovisual clips showing the functionality and usage of the application must be created in Hindi and English for end users to teach them use of the application and facilitate onboarding.
- The bidder will have to ensure the QR code of the link of the app and brief functionality will be displayed in areas defined by the institute in both english and hindi

### **3.6 User Acceptance and Go-Live Criteria for Internal Navigation Application**

#### **1. Response Time and Uptime:**

- The mobile application's response time should be less than 2.5 seconds from click to readiness for navigation.
- Hardware and application uptime should be maintained at a minimum of 99.9% to ensure continuous and reliable service availability.

#### **2. Testing:**

- Thorough testing of the mobile application is mandatory to ensure all functionalities are working correctly.
- Comprehensive testing of hardware and software integration is required to guarantee seamless communication and operation.
- The Admin module's functionalities should be extensively tested to verify their proper operation.
- The SLA monitoring tool's functionality must be tested to ensure accurate performance tracking.

#### **3. Third-Party Audit Reports:**

- Before going live, the vendor must submit a third-party security audit report of the software solution conducted by a CERT-In empanelled agency. This audit ensures that the application meets the required security standards and safeguards user data.

- Additionally, a third-party performance and functional testing report should be submitted. The empanelled auditor responsible for conducting this testing shall be finalized by the user department from a panel of auditors submitted by the Vendor. This testing will validate the application's performance and functionality before launch.

#### **4. User Department Verification:**

- The vendor is required to present all the above criteria to the user department for verification and approval.
- The user department will conduct thorough checks to ensure that all criteria are met as per the specified standards.



- Upon successful verification, the vendor shall collect a completion certificate from the user department, signifying readiness for go live.

#### 5. Annexure 3 - Third-Party Auditor Roles and Criteria:

- Provide detailed information in Annexure 3 about the roles and responsibilities of the third-party auditor responsible for performance testing.

#### 6. Final User Acceptance:

- The user department will perform the final user acceptance testing, ensuring that the application meets all specified requirements.

- Only after the user department's approval will the application be considered ready for go live.

### **3.7SLA Monitoring Tool and Reports:**

The vendor shall implement a robust SLA monitoring tool within the platform and provide comprehensive SLA and penalty reports (system-generated through the SLA monitoring tool) as follows:

#### 1. SLA Compliance and Deviation Report:

- The vendor shall submit a monthly SLA compliance and deviation report for all items falling under the scope of this document and Annexure 8.

- This report will provide an overview of the service level agreement's performance, highlighting areas where compliance has been met and any instances of deviation from the agreed-upon SLA parameters.

#### 2. Monthly Penalty Reports:

- The vendor shall provide monthly penalty reports based on the penalty logic defined in SLA Annexure 8.

- These reports will outline any penalties incurred due to SLA breaches and deviations, showcasing the vendor's accountability for maintaining agreed-upon service levels.

#### 3. Third-Party Auditor Audit:

- The Vendor shall engage a third-party auditor, preferably from the STQC (Standardization Testing and Quality Certification) or STQC empaneled auditors. The user department shall finalize the auditor from the panel submitted by the Vendor.

- The third-party auditor will conduct a thorough functional and performance parameter testing and validation of the SLA monitoring tool.

- The audit report, validating the tool's accuracy and reliability, shall be submitted during the User Acceptance Testing (UAT) phase as defined in Section 18.

- The application's go-live shall not be permitted without the submission of the third-party audit report, ensuring the tool's compliance with the required standards.

By incorporating an efficient SLA monitoring tool and adhering to the third-party audit process, the vendor will demonstrate a commitment to upholding the agreed-upon service levels and transparency in the SLA management

process. This will ensure the smooth functioning and reliability of the internal navigation application, meeting the highest quality standards for AIIMS and the National Cancer Institute of AIIMS at Jhajjar.

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

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

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

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

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

1. Earnest Money Deposit (EMD) of amount as given in “Annexure 19 must be submitted in the form of Bank Guarantee valid for at least 60 days beyond the bid validity period, from any Nationalized/ Commercial Bank drawn in favor of "AIIMS MAIN GRANT". The format for Bank Guarantee is at Annexure 23.
2. Firms who are registered with MSME, NSIC under Single Point Registration Scheme or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption from furnishing the EMD.

3. The scanned copy of EMD/NSIC Certificate//MSME Certificate/Startup Recognition must be uploaded in the GeM portal along with Technical and Financial Bid as specified in the Tender document.
4. Exemption from EMD will be provided for all the bidders falling under the exempt category as prescribed in the general terms and conditions of GeM portal as mentioned in the GeM Website and Mobile Application and given in Annexure 22. Documentary proof for the same must be uploaded by the bidders in the GeM portal.
5. Scanned copy of the EMD shall be uploaded by bidders in the online bid and hard copy of the same will have to be submitted directly to Assistant Store Officer, Computer Facility, AIIMS, New Delhi-110029 within 5 days of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid without making any reference to the bidders.
6. EMD can be Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Nationalized/Commercial Banks or payment online in an acceptable form as defined in the bid document, safeguarding the purchaser's interest in all respects.
7. EMD submitted by the bidder shall be forfeited if the bidder:
  - i. Withdraws modifies, impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - ii. If it comes to notice that the information or documents furnished in its bid are false, misleading, or forged,
  - iii. Fails to furnish requisite performance security within stipulated time required as per the tender document

## 7. Performance Security

1. The successful bidder needs to submit a Performance Security Deposit in the form of a bank guarantee for an amount equivalent to **10 (ten) percent of the contract value** as specified in Annexure 12. The performance security deposit will be forfeited in case the selected bidder is unable to deliver the work or fails to meet SLA as per the terms and conditions specified in this tender document.
2. For performance bank guarantee format required for a performance security deposit, please refer to Annexure 21.
3. Performance Security can be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form as defined in the bid document safeguarding the purchaser's interest in all respects.

## 8. Technical Bid

- i. The vendor shall also see the Scope of Work and Annexure 9 for the detailed technical requirements of the tender.

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

iii. Vendors must visit the User Department before bid submission to assess the requirements on ground and accordingly prepare their approach and response to all technical requirements and quote for their services.

## 9. Financial Bid

Details for submitting Financial Bids are given in “Annexure 13”.

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

- AIIMS shall hold a pre-bid meeting with the prospective bidders for any clarifications regarding tender technical specifications, tender terms, and conditions, the schedule of which will be available in the GeM portal along with the tender. Existing drawings of buildings can be shown to interested bidders during the pre-bid meeting.
- Only questions received from the bidders two days prior to the pre-bid meeting shall be addressed.
- The queries can be sent to AIIMS through email at [ssangawat@aiims.gov.in](mailto:ssangawat@aiims.gov.in).
- AIIMS will not be bound to clarify any query after the pre-bid meeting.
- Bidders shall use the following format to send their queries:

	Tender Section	Page Number of Bid Document	Existing Provision in Clause	Clarification Sought

## 11. Bid Submission Process

### a. Instructions for Online Bid Submission:

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

### b. Preparation of Bids:

1. Bidders shall consider any corrigendum published on the GeM portal for amending tender documents before submitting their bids.
2. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please carefully go through the details of the format and packets in which

the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, shall get the bid documents ready to be submitted as indicated in the tender document/schedule. No bid will be accepted after the last date of bid submission in any other medium apart from GeM portal.

c. Submission of Bids:

1. Bidders shall log into the GeM portal well in advance for bid submission so that they can upload the bid on time i.e., on or before the bid submission time.

2. The bidder must upload the required bid documents indicated in the tender document as per the bid submission mechanism in GeM portal.

3. Bidders are requested to note that they must submit their financial bids in the format provided and no other format is acceptable.

4. Bidder shall prepare the EMD as per the instructions specified in the tender document. The original shall be submitted to AIIMS or in person latest by the last date of bid submission or as specified in the tender documents however any loss of courier or post occurred by postal department will be considered as vendor liability.

5. The details of the DD/any other accepted instrument, physically sent, shall tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

6. The time indicated in GeM portal will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.

7. Opening of technical and financial bid and the evaluation process will be as per the tender procedure of GeM portal and associated schedule of all such stems will be available in the GeM portal along with the tender.

## 12. Technical Evaluation Process:

1. Only the Bids, conforming to the eligibility criteria, will be considered for further evaluation. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids based on technical parameters and features offered.

2. The TEC will ask short listed bidders to demonstrate their work methodology to carry out work as per the tender requirement. Bidders are required to be ready for installation of the setup at AIIMS site **within 10 (ten) days of bid submission end date** for technical evaluation and physical demonstration. No request for subsequent extension will be entertained. **Physical demonstration of the proposed solution to the TEC is mandatory; failing this bidder will be disqualified.**

3. Bidders are advised to ensure that the proposed solution shown for evaluation conforms to all technical parameters and is a tested one and the same solution will be used during actual execution of the project in case

the bidder is selected. Non-compliance of that will result in cancellation of purchase order and Performance Security Deposit will be forfeited.

4. For technical evaluation, bidders must ensure the availability of appropriate manpower, along with documentation required, from their organization for interacting with the evaluation team. During evaluation, the solution/service as per tender specifications will be physically verified, tested for reliability, functionality and other features as decided by the TEC.

5. In case a bidder does not make the required manpower along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected. EMD of the bidder may be forfeited in that case.

6. During the technical evaluation, if the bidder does not demonstrate the required solution/service as per tender specifications, then no subsequent opportunity will be given to the Bidder (s). Based on the demonstration/evaluation test results only, Bidders will be short listed.

7. Technical Bids will be evaluated as per “Annexure 4: Technical Evaluation Mechanism for Bidders”. However, AIIMS reserves the right to amend / modify the evaluation procedure anytime in the overall interest of the Tender.

8. Bidder shall furnish a compliance statement (Pointwise) of specifications & features of offered solution with the Technical Bid.

9. The schedule of the technical bid opening and evaluation will be available in the GeM portal under the tender.

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

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

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

1. All bidders must fulfill the general term and conditions of the GeM portal as available in the GeM Website and Mobile Application and also attached (latest version) in Annexure 22 of this tender document.
2. Terms and conditions mentioned under this section - “Additional Terms and Conditions (ATC)” will supersede the general terms and conditions of the GeM portal, in case of conflict.

3. Integrity Pact - Bidders must not indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to the tender process in GeM portal. Bidders must agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal and mentioned in the general term and conditions of the GeM portal available in the GeM Website and Mobile Application and given in this tender document.
4. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services to AIIMS, New Delhi, shall invite all or any actions / sanctions, as the case may be, including forfeiture of Performance Security Deposit.
5. In the event of a selected vendor or the concerned division of the company being taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with the AIIMS, New Delhi, shall be passed on for compliance by the new company in the negotiation for their transfer.
6. The selection under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor shall not assign or sublet the contract or any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of contract and forfeiture of Performance Security Deposit.
7. The decision of AIIMS, New Delhi arrived during the various stages of the evaluation of the bids is final and binding on all bidders.
8. Printed/written conditions mentioned in the bids submitted by bidder will not be binding on AIIMS, New Delhi.
9. AIIMS, New Delhi reserves the right to terminate the work order in whole or in part at any time of its convenience by serving a written notice of 90 days. The notice of termination will specify that termination is for AIIMS, New Delhi's convenience and the date upon which such termination becomes effective. AIIMS, New Delhi reserves the right to cancel the remaining part and pay the amount for partially completed Services to the selected vendor.
10. Due to any unavoidable circumstances, if the vendor is not in a position to execute orders, AIIMS, New Delhi shall be intimated the same with convincing justifications, at least three months in advance. AIIMS, New Delhi will conduct enquiry about such claims and the availability of equivalent or better alternatives. The decision arrived at by AIIMS, New Delhi in such matters will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. Performance Security Deposit of the selected bidder will be forfeited in such case.
11. The vendor shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time, so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from AIIMS, New Delhi.
12. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the vendor. AIIMS, New Delhi shall remain indemnified of any conflict of such nature arising between the agency and its employees. AIIMS, New Delhi may ask the vendor to submit documentary proofs of such nature as and when need arises.

13. Subcontracting and Subletting of the contract is not allowed.
14. As per CVC Circular No.03/01/12 dated 13.1.2012:
  - a. In this tender, either the Indian agent on behalf of the OEM (Original Equipment Manufacturer) or the OEM itself can bid but both cannot bid simultaneously.
  - b. If an agent submits a bid on behalf of any OEM, the same agent shall not submit a bid on behalf of another OEM.
15. The OEM needs to provide an undertaking as given in Annexure 23; in case of default in execution of project by the bidder, the OEM shall take full responsibility of execution and deliverable and service as per tender document.
16. Bidders/ OEM need to provide an undertaking in the form of Non-disclosure agreement as per “Annexure 17”.
17. In case of successful bidder defaulting, the next bidder (Scoring second highest final score as per Annexure 6) will be asked to match the rate (as per Annexure 13) of the successful bidder and so on. Doing so, if other bidders refuse to match the rate of the successful bidder, the tender will have to be scrapped. The defaulting bidder may also be debarred from participating in any future AIIMS, New Delhi tenders for a period of three years.
18. Bidders shall indicate their quote in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the financial quote written in words will prevail.
19. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same shall be obtained before submission of the bids.
20. Bidder shall furnish a point-wise compliance statement of specifications & features of offered service/solution with the Technical Bid. Deviations from technical specifications shall be furnished as per Annexure 2. No deviations in terms and conditions of the tender document will be accepted in any case.
21. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway and EMD of such bidder shall be forfeited.
22. Successful bidders will be worked out as per the procedure given in “Annexure 6”.
23. Ambiguous bids and bids not submitted as per the specified format and nomenclature will be outrightly rejected.
24. Tender process will be over once the GeM contract is awarded to the selected bidder. Thereafter, information submitted by the participating bidders before and during the bidding process may be put by AIIMS, New Delhi in the public domain. However, Competent Authority may exercise the privilege given under Right to Information Act Section 8(1) (d) which says, “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless the competent authority is satisfied that a larger public interest warrants the disclosure of such information”.



25. The selected vendor or its deployed manpower will not, without AIIMS, New Delhi's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, or sample of information furnished by or on behalf of AIIMS, New Delhi, in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for Warranty and CAMC purposes of such performance.

26. shall ensure continuation of the deployed manpower in the project throughout the project duration. Vendors shall avoid replacement unless it is absolutely necessary.

27. The word “days” means calendar days only.

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

- After finalizing the bid process, a contract will be placed with the selected bidder by AIIMS, New Delhi, through the GeM Portal only.
- The bidder must accept the contract on the GeM Portal.
- Any fee or charges payable to GeM as per GeM's revenue policy shall be paid by the bidder only. AIIMS, New Delhi, will not pay any amount in this regard.

## **16.Work Acceptance Process**

- Deliverables shall meet all the requirements mentioned in the detailed scope in Section 3.
- Vendors must provide access to the users to test the application and submit a checklist of items that are in UAT. Vendors also need to provide the test cases and report on what they have done before releasing UAT to the user department.
- The user department will conduct UAT, including integration testing
- User branches may verify all the features as per Section 3
- The vendor will incorporate all the UAT comments from the user department. The vendor shall clearly define the timeline for UAT in the proposed work plan. Vendors will provide support during the UAT process.
- Vendors may ensure the availability of support staff to facilitate the user acceptance review by user branches.
- A third-party auditor will verify all the deliverables as per Annexure 9, and deliverables will be accepted and payment will be made based on the audit report. Any findings of error and non-compliance will attract a penalty as per Annexure 10.
- AIIMS, New Delhi reserves the right to reject any deliverable if found unsuitable and/or not conforming to the approved specifications or quality criteria
- The response time of mobile application must be less than 2.5 seconds
- Accuracy should be less than 5 meters.
- Hardware and application uptime will be more than 99.9%

- All deliverables mentioned in section 3 needs to be signed off by user department

### **17.Delivery and Penalty**

- For details on deliverables, please refer to Annexure 9.
- Delivery shall be done as per the schedule defined in Annexure 9.
- A penalty will be imposed on the vendor for any delay from the given schedule in terms of delivery of work.
- Please refer to Annexure 10 for penalty clauses in different categories. Operational penalties will be independent of delivery-related penalties.

### **18.Payment Process**

- Payment will be processed as per Annexure 11.
- A pre-receipted bill (three copies), along with original excise duty gate pass (if applicable) and other relevant documents and Bank Guarantee (BG) for Performance Security Deposit shall be submitted in the name of AIIMS, New Delhi as per the clauses in Annexure 11
- Government levies if payable, will be reimbursed as per actuals, for which Vendor must submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.
- Payments shall be subject to deductions of any amount for which the Vendor is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act and any other taxes.
- In case the submission of bills to AIIMS, New Delhi, along with the necessary documents is delayed by the bidder beyond 30 days from the date of issue of bill or deliverables etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities will be borne by Vendor so that AIIMS, New Delhi is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to the Vendor.
- Payment will be made only if vendor is able to produce work completion certificate as per Annexure 15

### **19.Delivery Schedule:**

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

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

- Vendor will provide Warranty support for 5 years followed by CAMC for further 5 years for all the contents, infra and services as mentioned in the scope of work for no additional cost as per the terms mentioned in Annexure 8 – Warranty & CAMC Support.
- During the Warranty & CAMC support period the vendor also needs to maintain the service level as defined in Annexure 8 – Warranty & CAMC Support. Failing to meet service level will attract a penalty as per the terms defined in the SLA. The penalty amount as applicable as per the SLA will be deducted from the balance amount payable and the performance security deposit.

- Any SLA clause related to scope of work and deliverables can be added or modified during the contract period as per user's discretion.
- Bidder will provide the upgrade, update free of charge for the lifetime for the solution
- **Any new version, upgrade (Major or minor), version, patch, etc. should be provided free of charge for the lifetime of the solution.**

## **21. Project Monitoring Committee:**

- At the start of the project, AIIMS, New Delhi, will constitute a Project Monitoring Committee to oversee the project execution and performance of the vendor. The Project Monitoring Committee will do day-to-day coordination with the vendor for the successful execution of the project.
- The Project Monitoring Committee will review the deliverables. AIIMS, New Delhi, shall issue the completion certificate (Part 1 and Part 2) upon completion of all required tasks as per the tender document and post- successful delivery as per the recommendation of the committee.

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

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

## **22. Change Request**

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

1. Change Request efforts shall be shared with the user department within 7 days of intimation.
2. A change request shall only be considered after approval from the competent authority of AIIMS New Delhi.
3. On approval of the Change Request, the vendor may start the work.
4. The cost per running meter of walkable pathways should be quoted upfront in the tender document.
5. This quotation will be relied upon for making any further or future payments to the vendor, in case any new building or infrastructure is added to the navigation.

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

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

### **i. Dispute Resolution**

- In the event of a dispute or difference, of any nature whatsoever, between the two parties (Vendor and AIIMS, New Delhi), the same will be first escalated to the top management of the two parties

for appropriate resolution. If still unresolved, the same will be referred for arbitration of a Sole Arbitrator if the parties mutually agree upon one failing which to a Board of Arbitration. This board will comprise three arbitrators. Both parties will each nominate an arbitrator to the board, and these arbitrators will appoint the third.

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

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

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

## **ii.Applicable Law**

1. The vendor shall be governed by the laws and procedures established by the Government of India within the framework of applicable legislation and enactments made from time to time concerning such commercial dealings or processing.
2. All disputes in this connection shall be settled in Delhi's jurisdiction only.
3. AIIMS, New Delhi, reserves the right to cancel this tender or modify the requirement at any stage of the tender process cycle without assigning any reasons. It will not be under obligation to give clarifications for doing the aforementioned.
4. AIIMS, New Delhi, reserves the right to modify or relax any of the terms and conditions of the tender by declaring or publishing such amendments in such a manner that all prospective vendors or parties are kept informed about them.
5. AIIMS, New Delhi, without assigning any further reason, can reject any bid in which any prescribed condition(s) is or are found incomplete in any respect.
6. All procedures for the purchase laid down in GFR shall be adhered to strictly by the AIIMS, New Delhi, and Bidders are bound to respect the same.
7. The agreement, contract, or work order will be governed by the laws and procedures established by the Government of India within the framework of applicable legislation and enactments made from time to time concerning such commercial dealings or processing. As such, every act of the successful bidder or vendor needs to be in accordance with Information Technology Act 2000.

### iii. Termination for Insolvency

AIIMS, New Delhi, may at any time terminate the purchase order by giving four weeks written notice to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

### iv. Termination for Default

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

### v. Indemnity

1. The Selected Agency or Vendor shall indemnify AIIMS, New Delhi, from and against any costs, losses, damages, expenses, claims, including those from third parties, or liabilities of any kind, howsoever suffered, arising, or incurred, inter alia, **during the contractual period of 10 Years including CAMC**, out of:
  - Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this contract
  - Any breach of any of the terms of this Contract by the Selected Agency, the Selected agency's Team or any third party
  - Any infringement of patent, trademark, or copyright arising from the use of the supplied goods and related services, or any party thereof,
2. The Selected agency or vendor shall also indemnify the AIIMS, New Delhi, against any privilege, claim, or assertion made by a third party with respect to right or interest in the service provided as mentioned in any Intellectual Property Rights and licenses.

3. AIIMS, New Delhi, stands indemnified from any employment claims that the hired manpower or agency's manpower may opt to have towards the discharge of their duties in the fulfillment of the work orders.
4. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfillment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

#### **vi. Refund of EMD and Performance Security Deposit**

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

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

#### **vii. Liability of the Selected Agency or Vendor**

1. Except for the conditions enumerated in the indemnity clause, the damage caused by the selected Vendor/ or agency (MS, New Delhi) under any work order issued pursuant to this tender, the selected agency shall be liable to AIIMS, New Delhi for damage and loss to the maximum extent of the work order value. However, the total amount of damages that can be imposed on the Vendor/Agency during the contract period shall not exceed the total contract value of the work entrusted to them.
2. Selected Vendor/Agency shall be liable for all acts of omission and commission by its employees deployed under this contract and AIIMS, New Delhi stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.
3. In the event of a cyber security incident, the vendor will be held liable. Penalties will be imposed as per the penalty clause. (Annexure 10)

### **viii.Information Security**

A. The bidder shall not carry and/or transmit any material, information, application details, equipment, or any other goods/material in physical or electronic form, which are proprietary to or owned by AIIMS.

B. Bidder acknowledges that business data and other user proprietary information or materials, whether developed by user branches or AIIMS, New Delhi or being used by AIIMS, New Delhi to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to user branches and AIIMS, New Delhi; and bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by bidder to protect its own proprietary information. Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidders shall use such information only for the purpose of performing the said services.

C. Bidder shall, upon termination of this agreement for any reason, or upon demand by AIIMS, New Delhi, whichever is earliest, return any and all information provided to Bidder, including any copies or reproductions, both hardcopy and electronic.

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

A. AIIMS, New Delhi, and the user department shall own the documents prepared by or for the Bidder arising out of or in connection with this tender.

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

### **x. Confidentiality**

A. The Bidder shall not use Confidential Information, the name, or the logo of AIIMS, New Delhi, or the user department except for the purposes of providing the Service as specified under this tender.

B. The Bidder may only disclose Confidential Information in the following circumstances:

- a) With the prior written consent of AIIMS, New Delhi
- b) To a member of the bidder's Team (“Authorized Person”) if:
  - 1. the Authorized Person needs the Confidential Information for the performance of obligations under the contract with AIIMS, New Delhi.

2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under the contract with AIIMS, New Delhi.

C. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of AIIMS, New Delhi.

D. The Bidder (recipient) or OEM shall execute or sign a Non-Disclosure Agreement (NDA) with AIIMS, New Delhi.

E. The Bidder shall promptly notify AIIMS, New Delhi, if it becomes aware of any disclosure of the Confidential Information other than as permitted by the contract terms or with the authority of AIIMS, New Delhi.

F. The bidder or OEM shall be liable to fully compensate AIIMS, New Delhi, for any loss arising from breach of confidentiality. AIIMS, New Delhi, has the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

#### **24.Blacklisting:**

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

- (i) The bidder, as of the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period or active debarred list by AIIMS, New Delhi or any of the Central or State Government Organizations, Public Sector Undertakings, Autonomous Bodies, etc.
- (ii) Or The Bidder, in the last three years, was blacklisted or debarred by AIIMS, New Delhi, or any other Central or State Government Organization, Public Sector Undertaking, Autonomous Body etc. for a period of \_\_\_\_\_months /years w.e.f. \_\_\_\_\_. The period is over on\_\_and, as on the date of bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders”

Note: The Bidder who fulfills either of the above criteria would be eligible for bidding.



## ANNEXURES

**Annexure 1: Eligibility Criteria Eligibility Criteria for the Bidders:**

#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder shall be registered in India under the Indian Companies Act, 1956 as amended in 2013, shall have registered offices in India and shall have been in existence for at least last 5 financial years as on 31st March 2023.	a) In case of Company: <ul style="list-style-type: none"> <li>·Certificate of Incorporation / Company Registration Certificate.</li> <li>·Valid GST Registration Certificate.</li> <li>·Valid Income Tax Registration Certificate.</li> <li>·PAN card copy</li> </ul>
2.	Financial strength	The bidder shall have a minimum of 10 Crores as an average annual turnover during preceding 3 financial years in the subject field related to navigation or networking.	<ul style="list-style-type: none"> <li>·Extracts from the audited Balance sheet and Profit &amp; Loss.</li> <li>·Certificate from the Chartered Accountant (CA) regarding turnover</li> </ul>
		Income Tax Return of the last 3 Financial Years.  Certificate to effect of paying minimum wage to employees.	<ul style="list-style-type: none"> <li>·ITR Copy</li> <li>·Self-Certificate</li> </ul>
3.	Experience of assignment	The Bidder must have successfully executed or is executing at least 2 projects involving navigation based mobile app development for reputed organizations (during the last 5 financial years ending Mar"2023).	Copies of the work order/Completion certificate and proof of payments for these projects
4	Certifications	ISO 9001  ISO 27001  CMMI level 3	Copy of valid certificate
5	Debarment/Blacklisted	The bidder shall not be in the active debarred list  1. Published by Central Public Procurement Portal.	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list published by Central Public Procurement Portal. or Procuring Ministry/ Department.

		or 2. Procuring Ministry/ Department	
6	Manpower Strength	Company shall have regular manpower strength of at least 20 employees.	HR certificate  Submission of PF/ESIC registration and PF compliance is mandatory.
7	OEM Authorization	The Bidder (if not OEM itself) shall be authorized by each OEM for quoting proposed items/ equipment.	Bidder needs to submit a signed MAF (as per annexure 23).

## Notes:

1. Exemption for MSEs & Startups - Firms who are registered with NSIC (National Small Industries Corporation) under Single Point Registration Scheme or Startups (for items mentioned in “Scope of work” as recognized Department for Promotion of Industry and Internal Trade (DPIIT formerly DIPP) shall be considered for exemption from eligibility criteria mentioned in S No – 1,2,3,4 and 6 mentioned in the above table. In such cases, an attested copy of the valid Registration Certificate from NSIC/Recognition certificate of Startup must be furnished. Mere registration as SSI Unit or eligibility for startup does not qualify the Firm for exemption.
2. Bidders have to fill the above annexure and indicate the page numbers of the supporting document in the proof while submitting a response to the eligibility criteria.
3. Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility. Bidders may be asked to show all required documents from the bid to justify his/her eligibility on the day of opening the bid itself.
4. In case of name change of the agency, a name change certificate with the corresponding memoranda of articles needs to be included along with the PAN and other relevant documents in the new name of the agency.

**Annexure 2: Compliance Statement of tendered technical specifications vis a vis offered specifications**

Failure to submit this document or false declaration will lead to automatic disqualification from the bid.

(Please also submit separate line items for each item)

#	Tender requirement	Offered	Deviation, if any

Note: Necessary administrative actions deemed fit by the competent authority, AIIMS, New Delhi will be initiated against the bidder for submission of false information/ undertakings etc, if any found at any stage of tender process as well as after awarding of the contract.

### **Annexure 3: Criteria, roles and responsibilities of the third party auditor.**

Guidelines outlining the qualifications, responsibilities, and evaluation criteria for the auditor are given below. These must be adhered to for appointing the third-party auditor. Vendor needs to provide a list of third-party auditors meeting these standards and one of them will be chosen by the user department. In case, the performance of the auditor is not up to mark, the vendor can be asked to appoint another auditor. All payments related to the auditor will be made by the vendor, AIIMS will not be liable for any payments in this regard.

1. **Qualifications and Expertise:** The auditor must be of repute and should be qualified and experienced in doing the third-party audits on a regular basis. Satisfactory reports from the previous clients must be provided. Auditors with experience in conducting similar audits for navigation systems, expertise in relevant technologies, and familiarity with industry standards and best practices, should be given preference.
2. **Scope of Audit:** The audit must include (but not limited to) accuracy, precision, robustness, performance under various conditions, and compliance with specific standards or requirements of the navigation system. It should also include an audit of the number of users, their satisfaction, and ratings of the application. Wherever required, reports must provide data, graphs, and information on trends.
3. **Testing Procedures:** Testing should be done for all use case scenarios throughout the AIIMS campus. Methodologies used for data collection must be of industry standard and adherence to best practices must be ensured.
4. **Evaluation Criteria:** Evaluation criteria should include metrics such as accuracy, precision, error distribution, performance benchmarks, and compliance with specific requirements or standards. (The absolute accuracy of the application should be less than 5 meters and every turn should be correctly seen on the application by any user.)
5. **Reporting and Documentation:** Audit results must be provided to the user in a comprehensive and easy to understand audit report which should at least mention methodologies used, test results, and any recommendations or suggestions for improvement.
6. **Independence and Impartiality:** Vendor needs to ensure independence and impartiality for the third-party auditor. Auditor should not have any conflicts of interest with the organization, or the internal navigation system being audited. Auditor should provide unbiased and objective assessments.
7. **Timelines and Deliverables:** Third party audits are to be performed on a quarterly basis. 7 days' time will be given for data collection and 7 days for compilation and submission of the report. Payments to the vendor will be released only after submission and approval of the audit report by the user department.
8. **Non-Disclosure and Confidentiality:** Auditors should also be binded by the non-disclosure and confidentiality requirements to protect sensitive information about the internal navigation system and its implementation. Vendors must ensure that the third-party auditor signs an appropriate confidentiality agreement to safeguard the system's intellectual property and any proprietary information.
9. **Compliance and Follow-up:** Vendor may be asked by the user department to implement suggested improvements by the auditors/self and the auditor must provide a compliance report. This may involve addressing identified issues, implementing suggested improvements, or providing a plan for ongoing monitoring and maintenance of the internal navigation system.
10. **Selection Process:** Based on the proposals submitted by the vendor to the user department for third party auditors. User department will evaluate and select the third-party party auditor. In case, submissions by the vendor are below par, the user department reserves the right to tender and select auditors. The cost of which will be borne by the vendor. Deductions can be made in the payments to offset this extra cost to AIIMS.

This is to ensure a transparent and impartial evaluation of the application while maintaining the integrity and quality of the audit process.

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

1. The Bidders must comply with all the technical specifications and requirements for each item.
2. Self-certified technical specifications, compatibility matrix, functionality, and reliability test report as applicable for each item shall be enclosed with the technical bid.
3. Technical bids of the bidders who will submit the documents as per tender requirement will be evaluated by the Technical Evaluation Committee (TEC) by demonstrating the proposed solution.
4. The TEC will ask short listed bidders to demonstrate their work methodology to carry out work as per the tender requirement. Bidders are required to be ready for installation of the setup at AIIMS site **within 10 (ten) days of bid submission end date** for technical evaluation and physical demonstration. No request for subsequent extension will be entertained. **Physical demonstration of the proposed solution to the TEC is mandatory; failing this bidder will be disqualified.**
5. The financial bids of the bidders shortlisted after demonstration will be opened.

**Annexure 5: Validity**

#	Item	Value
1	Validity of bids	180 days
2	Validity of Contract	Contract will be valid up to 10 years (5 years Warranty + 5 years CAMC) from the date of go live and the same will be reviewed every 6 months.
3	Warranty & CAMC Support	As per Annexure 8

### Annexure 6: Selection Procedure

Successful bidder will be selected as below:

1. The Bidders must comply with all the technical specifications and requirements for each item.
2. Self-certified technical specifications, compatibility matrix, functionality, and reliability test report as applicable for each item shall be enclosed with the technical bid.
3. Technical bids of the bidders who will submit the documents as per tender requirement will be evaluated by the Technical Evaluation Committee (TEC) by demonstrating the proposed solution.
4. The TEC will ask short listed bidders to demonstrate their work methodology to carry out work as per the tender requirement. Bidders are required to be ready for installation of the setup at AIIMS site **within 10 (Ten) days of bid submission end date** for technical evaluation and physical demonstration. No request for subsequent extension will be entertained. **Physical demonstration of the proposed solution to the TEC is mandatory, failing this bidder will be disqualified**
5. The financial bids of the bidders shortlisted after demonstration will be opened and selection will be done on L-1 basis.
6. The vendor must deploy or use the same solution, equipment, or product during the project, which they will demonstrate to the User Department during the technical evaluation process.



### Annexure 7: Bid Submission

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

1. Bidders shall adhere to the timelines as mentioned in GeM portal under this tender.
2. Bids submitted in the GeM portal will be only considered for the tender opening process and further evaluation.
3. Incomplete bids will be rejected straight away and will not be considered.
4. The Online bids shall be submitted in GeM portal as under with mentioned packets/folders:

Packet-1	<ol style="list-style-type: none"> <li>1. Scanned copy of Covering Letter as mentioned in Annexure -21</li> <li>2.Scanned copy of EMD (as per Annexure 19) or Relevant Registration Certificate in case claiming exemption from EMD for the functional area(s) for which bid is being submitted. (Format of BG must be as per AIIMS, New Delhi"s format attached in this tender in Annexure 23).</li> <li>3. Scanned copy of duly filled Bid Declaration Form.</li> <li>4. MAF as per Annexure 23</li> <li>5. Document Checklist (To be prepared on letterhead)</li> <li>6. Duly filled compliance sheet as per Eligibility Criteria in Annexure 1.</li> <li>7. Supporting documents required as per Eligibility Criteria in Annexure 1.</li> <li>8. The bank details as mentioned in Annexure 14: Bank Details).</li> <li>9. Bidder and OEM to submit NDA as per Annexure 17</li> <li>10. Document Checklist (To be prepared on letterhead)</li> <li>11. Statement of Deviation as per Annexure 2: Statement of deviations from technical specifications.</li> <li>12. Technical bid covering all the Technical Evaluation Criteria in the order given in Annexure 4 - Technical Evaluation Mechanism for Bidders. This shall include the below – <ol style="list-style-type: none"> <li>i. Compliance sheet table pertaining to each Technical Evaluation criteria</li> <li>ii. Detailed technical write-up and supporting documents highlighting each item in the Technical Evaluation criteria in separate sections.</li> <li>iii. Compliance sheet on the technical features of the solution.</li> <li>iv. Other information and supporting document relevant to the scope</li> </ol> </li> <li>13. Any other information required as per tender document.</li> </ol>
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	<p>14. The PDF file not containing the above documents will lead to rejection.</p> <p>15. It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in the packet.</p> <p>16. Bid documents shall be digitally signed by the authorized signatory of the company. In case the bid is signed by anyone other than the authorized signatory of the company, the bidder must enclose an authorization letter from the HR department of the company for the officer, who signed the bid.</p> <p>17. All pages of the bid being submitted must be sequentially numbered.</p> <p>18. The PDF file not containing the above documents or containing the financial bid in explicit / implicit form will lead to rejection of the bid.</p>
Packet-2	Bidders are required to upload the financial bid as per the format specified in Annexure 13.

### Annexure 8: Warranty & CAMC Support and Service Level Agreement (SLA) –

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to AIIMS, New Delhi for the duration of the 5 Years Warranty & 5 Years CAMC support after warranty.

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

1. Vendor will provide Warranty (for 5 years) & CAMC (for 5 years after warranty) support (from the day of go live of the project) for the all the components and services as mentioned in the scope of work
2. During the Warranty & CAMC support period vendor also need to maintain the service level. Failing to meet service level will attract a penalty as per the terms defined in the SLA. Penalty amount as applicable as per SLA will be deducted from the Performance Security Deposit.
3. Vendor will deploy adequate support manpower to maintain SLA

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

SLA for Platform Availability and Performance –

#	Items	Target	Penalty in case of SLA Breach	Additional Remarks
1	<p>Hardware and Application uptime</p> <p>Daily uptime will be measured as –  <math>(\text{Downtime (in minutes/60)} * 100)</math></p> <p>For Monthly SLA Monitoring -Average of the day wise</p> <p>uptime shall be taken for arriving at the monthly score</p> <p>for the concerned parameter.</p> <p>For this SLA parameter, an automatic reporting for each</p> <p>day shall be generated and to be shared with the user</p> <p>department on EOD basis.</p>	99.9%	<p>For each 0.5% downside in monthly uptime – a deduction of 0.05% on respective payment shall be charged</p>	<p>If the uptime goes below 97.9%, an additional penalty of 0.1% on respective payment shall be charged and the same is clarified as under-</p>

2	Spare hardware availability-  Any faulty Hardware replacement	4 Hours	INR 1000/- per hour for every hour of delay in delivery, a deduction of 0.05% on respective payment shall be charged	
3	Mobile app Response Time - Vendor shall capture the response time in system log and provide system generated data/report for Average Response Time for an entire day.  For Monthly SLA Monitoring-  Average of the day wise response time shall be taken for evaluating the monthly score for this parameter.	$\leq 2.5$ Sec	For each 0.5 sec increase in Average Response Time (Monthly) a penalty 0.05% on respective payment shall be charged	If the Average Response Time (Monthly) goes above 5 Sec, additional penalty of 0.1% of respective payment shall be charged and the same is clarified as under-
4	Timely Submission of SLA Reports	All SLA Reports for the previous month shall be submitted by the 3rd day of the current month	For a delay of each one day, a penalty of INR 500.00 on respective payment shall be charged and the same is clarified as under-	T+1 = 500 T+2 = 1000 And so, on (T = 3rd of every month)
5	Cyber Security Breach	–	INR 2000 per hour will be levied. Moreover Action as per prevailing Govt. Rules will be taken.	–

#### SLA for Issue Resolution –

For Any issues/bugs/defects, there will be a ticketing system where the User Department will raise a ticket and Vendor needs to resolve the same as per below SLA mentioned in the table.

- Vendors will deploy adequate support manpower at the user premises to maintain SLA.

The following SLAs are independent of SLAs as in above table.

Sl No	Severity	Issue Description	Resolution Time	Penalty
1	Critical	The mobile application is not functional.	4 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 10% of the contract value. After that, the User Department may decide to forfeit the entire Performance Security Deposit.</p>
2	High	Mobile application is operational but has major performance issues.	48 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 20% of the Performance Security Deposit. After that, the User Department may decide to forfeit the entire Performance Security Deposit.</p>
3	High	<p>Any major security issue identified through an independent security audit performed by a third party.</p> <p>Vendors need to address all the findings of the security audit in a timely manner.</p>	48 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 10% of the Performance Security Deposit. After that, the User Department may decide to forfeit the entire Performance Security Deposit.</p>
4	High	Ticket created in the ticketing system based on feedback by end user shall be addressed within 8 hours of ticket generation.	4 Hours	<p>INR 500/- per hour shall be charged (for every hour of delay in resolution of the ticket) on respective payment and the same is clarified as under-</p> <p>Maximum penalty amount accrued will be 20% of the Performance Security Deposit. After that, the User Department may decide to forfeit the entire Performance Security Deposit.</p>
5	High	Number of incidents reported of this nature (Sl No 1 to 4 of this table) are	NA	Penalty of INR 25000/- per incident shall be charged on respective payment and the same is

		more than 2 incidents in a week in each category.		clarified as under-
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**Note 1- “Minutes/ Hours” mentioned in the above table are not working hours but general hours. Support duration expected is 24X7.**

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

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

**Annexure 9: Deliverables and Schedule - Total duration of completion of project and delivery should be within six months**

#	Deliverables	Delivery Period (from the project initiation date)
1.	Detailed Project Plan submission by the vendor	1 month from date of issue of contract
2	Approval of plan from AIIMS Engineering Division	1 month from the date of submission
3.	Any desired Hardware delivery and implementation. UAT for all modules (modules as a specific and as a whole system) including integration testing with hardware	To be completed in 90 Days from date of issue of approval of project plan
4.	Security, performance, and functional testing certificate  Admin modules go live  Mobile Application- go live	1 month

### **Annexure 10: Penalty**

- a) Work shall be carried out by the vendor as per agreed work plan with the user department.
- b) Quality specifications as defined in this tender document shall be met at all times by vendor as per Section 3
- c) Vendor shall ensure the timely delivery of different items as mentioned in Annexure 9.
- d) Deviation from delivery timeline (as per Annexure 9) will attract penalty as given below.
- e) Delivery related penalties will be independent of operational penalties.
- f) If the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract.
- g) The sum total of all penalties should not exceed 10% of total Purchase Order (PO) value. In case the penalty amount exceeds the limit, AIIMS, New Delhi reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit and Balance payment of the vendor will be forfeited.
- h) In case of any discrepancy in the document regarding the penalty clauses, the higher amount penalty will be levied.

#### Penalty Clauses

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



### **Annexure 11: Payment**

The payment for the successful completion of the project will be structured as follows:

1. 75% percent of the quoted price of Software & Hardware deliverables as per Sr. 1, 2 & 3 of “Schedule 13” will be paid at the completion of the project once go-Live permission has been granted (after the acceptance of the third party audit report). The Remaining 25% payment of Software & Hardware deliverables will be paid after submission of successful Go-Live certificate from AIIMS and the Performance Bank Guarantee as per tender requirement. Payment of CAMC will be made annually after submission of quarterly service-cum-maintenance reports duly signed by AIIMS representatives (User Department).
2. Vendor must provide knowledge transfer to the user department otherwise the contract will not be considered as complete, and the balance payment will not be made.
3. Penalty, if any, will be imposed as per Annexure 10 and Annexure 8 and deducted from the payment as applicable. Vendors shall also submit penalty reports (as given in Annexure 10) generated from the system for respective deliveries.
4. Payment to be made if the product and services are compliant to SLA
5. Go live will be considered once the application is fully released to users after the acceptance of the third party audit report and submission of security audit report from CERT-In empanelled security auditor, functional and performance audit report, and SLA monitoring tool audit report as per scope of work.
6. L1 bidder will be calculated as per the metrics given in annexure 13 (BOQ)

### Annexure 12: Performance Security Deposit

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

#	Item	Value
1	Validity	Performance Bank Guarantee (PBG) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank, or online payment in an acceptable form to be submitted by the Supplier remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including Warranty & CAMC support obligations- Rule 171(ii) of GFR 2017.
2	Instrument	One single deposit in the form of Bank Guarantee.
3	Amount	10% of the Total value of contract or Purchase Order during warranty period
		2.5% of the Total value of contract or Purchase Order during CAMC period

Note:

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

**Annexure 13: Financial Bid Proforma (BOQ)**

## Financial Bid Format (BOQ)

**(Note: Part of financial bid and to be uploaded in financial bid only, not to be uploaded in technical proposal; failing which the bid will summarily be rejected)**

Sr	Type of Deliverable	Unit Price (Rs.)	Qty	Total Cost (Rs.)
1	Software deliverables	To be quoted by bidder		Unit Price * Qty
2	Hardware Deliverable	To be quoted by bidder		Unit Price * Qty
3	Cost of touch based with screen size of 32" kiosk to be quoted and that of 20 will be considered for calculating L1	To be quoted by bidder	20	Unit Price * Qty
4	Cost of per running meter walk able pathway navigation  <i><u>Cost of per running meter to be multiplied by 1000 meter and added to the proposed cost of the project for calculating the L1 bidder.</u></i>	To be quoted by bidder	1000	Unit Price * Qty
5	(*) Sum of NPV of CAMC cost for 5 Years after completion of warranty period of 5 Years			To be quoted by bidder
<b>6</b>	<b><u>Total (A) (Sr. 1 + Sr. 2 + Sr. 3 + Sr. 4 + Sr. 5)</u></b>			<b><u>Rs. _____</u></b>
7	Cost of all consumables and accessories must be mentioned separately. Failure to mention the cost of any consumable/spare part or accessory will mean that it will be provided free of cost.	To be quoted by bidder	List to be attached	Unit Price * Qty
8	Charges for further adding of language in addition to English and Hindi	Price Per language	1	Total Price Per language

Note: All prices shall be inclusive of all taxes.

(\*) “Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the Warranty & CAMC period shall be added to the bid price for evaluation. Net Present value for 6<sup>th</sup> to 10<sup>th</sup> Year will be calculated after discounting the quoted CAMC price by a discounting factor of 10% per annum.”

Sum of NPV of CAMC Price =(CAMC Price for 6<sup>th</sup> year\*0.56447393)+(CAMC Price for 7<sup>th</sup> year \*0.513158118)+(CAMC Price for 8<sup>th</sup> year\*0.46650738)+(CAMC Price for 9<sup>th</sup> year \*0.424097618)+(CAMC Price for 10<sup>th</sup> year \*0.385543289)

(#) “Sum of Grand Total at sr. No. 6 shall be quoted in the column for financial price available on GeM Portal. Price arrived at Sr. No. 6 will be considered for arriving at L-1 bid.”

Please carefully go through the below information:

- Financial Bids of only technically qualified bidders will be evaluated.
- While quoting the final bid amount, the vendor shall consider all related costs to meet the scope of work.
- Successful bidders will be decided on the basis of the mechanism mentioned in the Annexure-6. However, the user department may further negotiate the rate quoted by the selected bidder and purchase order will be issued based on the final negotiated rate.
- . Prices of all consumables quoted will be fixed for 10 years i.e. Warranty plus CAMC Period. Failure to mention the cost of any consumable/spare part or accessory will mean that it will be provided free of cost.
- . All the spares and accessories shall be provided free of cost during the Warranty & CAMC period.
- . Bidder will provide the upgrade, update free of charge for the lifetime for the solution.

**Annexure 14: Bank Details**

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

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

BSR Code is Mandatory.

Signature of the Investor/Customer Date:

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

Signature of the Authorized Official from the Bank

Seal of the Bank

**Annexure 15: Work Completion Certificate**

Completion Certificate:

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

Name of User Designation:

Signature:

(with official seal)

Date:

**Annexure 16: Covering Letter for Bid**

(To be submitted on the letterhead of the bidder)

To

Director,

AIIMS, New Delhi - 110029

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

Dear Sir,

This is to notify that our company is submitting bid in response to Tender No „XXXXXX“ for selection of Vendor for Navigation App for AIIMS, New Delhi. Primary & Secondary contact for our company are as follows:

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



Title	
Address	
Phone	
Mobile	
Fax	
E-mail	

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

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

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

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

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

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

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

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

### Annexure 17: Non-disclosure agreement

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

WHEREAS we the undersigned Service Provider, \_\_\_\_\_, having our principal place of business/ registered office at, are desirous of providing services under the terms and conditions as stipulated under Tender No. <<>> dated DD-MM-20XX<<>> “Selection of Vendor for Navigation App for AIIMS, New Delhi” (hereinafter called the said 'RFP') to AIIMS, New Delhi hereinafter referred to as “Purchaser” and,

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

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

It is hereby agreed as under:

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

4. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this Tender and thereafter only as expressly permitted herein.
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original.
- c. to restrict access and disclosure of Confidential Information to their employees, agents, members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.

5. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

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

6. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

7. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or

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

8. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

9. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party/anyone, any Confidential Information or the contents of this Tender document without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

10. Vendor shall ensure that entire data is deleted at their end, after getting confirmation from User. Before the closure of the project, entire data shall be deleted from Vendor's Infrastructure.

For and on behalf of:(Service Provider)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date:

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

DECLARATION-CUM-UNDERTAKING REGARDING BLACKLISTING / NON- BLACKLISTING

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

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

OR

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

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

(Signature of Bidder with Seal) Name:

Capacity in which as signed:

Name & address of the Company / Firm: Date:

Place:

**Annexure 19: Earnest Money Deposit**

	Amount				
EMD	Rs. 5,00,000/- (Five Lakhs INR only) Rs. 16,00,000/- (Sixteen Lakh INR Only)				
Particulars	Amount (Rs.)	Draft/BG No.	Date	Bank	Branch
EMD	<del>5,00,000/- (Five Lakhs INR only)</del> Rs. 16,00,000/- (Sixteen Lakh INR Only)				

Note:

- Bidders who fail to qualify the eligibility criteria given in the tender, the Earnest Money Deposit (EMD) will be refunded, without any interest accrued thereafter.
- In case of those bidders who are not selected, the EMD will be refunded without any interest accrued within 30 days after the award of GeM contract or expiry of bid validity, whichever is earlier.
- For the selected Vendor, EMD will be refunded within 30 days after the receipt of Performance Security Deposit



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

To,

The Director,

AIIMS, New Delhi - 110029

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of Bid # <<Tender Number for <<Name of the assignment>> (hereinafter called "the Bid") to AIIMS, New Delhi (hereinafter called 'the Purchaser').

Know all by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Purchaser in the sum of Rs<<Amount in figures>> (Rupees

<<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank):

Seal:

Date:

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

[Date]

To,

The Director,

AIIMS, New Delhi – 110029

Dear Sir,

PERFORMANCE BANK GUARANTEE – Navigation Application

WHEREAS

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

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favor for an amount INR .....(In words and figures)(hereinafter referred to as “the PBG”), being equivalent to 10% of the total purchase order/contract value and guarantee the due performance by the bidder as per the contract terms and conditions and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by the bidder.

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

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

1. In the event of the bidder fails to meet terms and conditions in accordance with the provisions of the contract, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum equal to PBG without any demur.

2. In the event of the bidder committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum equal to PBG without any demur.
3. Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether the bidder has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
4. This Performance Bank Guarantee shall continue and hold good till the end of completion of Warranty & CAMC support subject to the terms and conditions in the said Contract.
5. We bind ourselves to pay the amount equal to PBG at any point of time commencing from the date of the said Contract till the end of completion of Warranty & CAMC support for the total solution as per said Contract.
6. We further agree that the termination of the said agreement, for reasons solely attributable to the bidder, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.
7. We hereby expressly waive all our rights to pursue legal remedies against AIIMS, New Delhi.
8. We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
9. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
10. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted
11. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of the bidder upon intimation to you.
12. This Performance Bank Guarantee shall not be affected by any change in the constitution of the bidder, nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
13. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR..... (in words and figures) and shall continue to

exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

14. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

15. We further agree that the exercise of any of your rights against the bidder to enforce or forbear to enforce or any other indulgence or facility, extended to the bidder to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and the bidder, during the entire currency of this guarantee.

16. Notwithstanding anything contained herein:

a. Our liability under this Performance Bank Guarantee shall not exceed INR

.....(In words and figure).

b. This Performance Bank Guarantee shall be valid only till the end of completion of Warranty & CAMC support for the project as per the contract; and

c. The date on which project including Warranty & CAMC support is completed successfully will be as declared by AIIMS, New Delhi and duly intimated to us by no other party but the AIIMS, New Delhi, New Delhi.

d. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of Warranty & CAMC support for the project.

e. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

f. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank guarantee within the fourth mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

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

Dated ..... this .....day 2024.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

**Annexure 22 – GeM GTC (General Terms and Conditions)**

[https://assets-bg.gem.gov.in/resources/upload/shared\\_doc/gtc/GTC-GeM-40-1688555637.pdf](https://assets-bg.gem.gov.in/resources/upload/shared_doc/gtc/GTC-GeM-40-1688555637.pdf)

**Annexure 23 - MAF**

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

Ref:

Date:

To

The Director,  
AIIMS, New Delhi

Subject: Manufacturer Authorization for Tender No.

Sir,

We, <OEM/ Manufacturer name> having our registered office at <OEM/ Manufacturer address>, are an established and reputed manufacturer of <name of quoted item >.

We authorize <Bidder Name> to quote for our equipment/ Product in the above-mentioned tender.

Our full support is extended to them in all respects for supply, warranty, and maintenance of our products. We also ensure to provide the service support for our supplied equipment/product for a period of **10** years from date of supply/installation of the equipment/product as per tender terms.

We also undertake that in case of default in execution of this tender by the <Bidder Name>, the

<OEM/Company Name> will take all necessary steps to provide service support and ownership of deliverables as per tender terms.

We also certify that <Bidder Name> has taken an OEM support pack of **10** Years for hardware, software, and associated solution components, as applicable.

Thanking You

For <OEM/ Manufacturer name>

< (Authorized Signatory)> CS /  
Legal head of Company Name:

Designation:

Contact Details:

Seal of the Company



**Annexure 24 – Indicative list of areas where Navigation Services may be required**

List of AIIMS Properties at New Delhi & other state location.							
Sl. No.	Name of Building	Nos. of building/ Rooms.	Uses area for	No. of Floor	Total Area (In Sqm.)	Superstructure Area (In Sqm.)	Basement Area (In Sqm.)
1	<b>Eastern Campus</b>						
2	Ward Block AB+C+D wing	1	Hospital	B+G+7	32156.00	28583.00	3573.00
3	Private Ward	1	Hospital	G+3	3431.00	3431.00	
4	OPD Block	1	Hospital	G+5	12546.00	12546.00	
5	New Medicine OPD	1	Hospital	G+1	3786.00	3786.00	
6	C.N. Tower	1	Hospital	B+G+7	5100.00	4567.00	533.00
7	N College & Old OT	1	Hospital	G+1	4165.00	4165.00	
8	New Privet Ward	1	Hospital	G+3	13400.00	13400.00	
9	New Mortuary	1	Hospital	G	425.00	425.00	
10	New Laundry	1	Hospital	B+G+1	1192.00	795.00	397.00
11	Work Shop	1	Hospital	G+1	675.00	675.00	
12	Forensic	1	Hospital	2 nd Floor	990.00	990.00	
13	Laundry and Cobalt Room	1	Laundry facility	B+G+3	1076.00	861.00	215.00
14	Teaching Block	1	Teaching of medical student	B+G+5	14784.00	12672.00	2112.00
15	P.C. Block	1	Lab facility	B+G+5	17844.00	15295.00	2549.00
16	R.P.C. OPD Block	1	Eye Hospital	G+1	4896.00	4896.00	
17	R.P.C. Ward Block A Wing	1	Eye Hospital	G+7	3186.00	3186.00	
18	R.P.C. Causality OT at Ground Floor	1	Eye Hospital	G	286.00	286.00	
19	R.P.C Ward Block B,C,D Wing	1	Eye Hospital	G+7	12215.00	12215.00	
20	R.P.C. Main OT at Fifth Floor	1	Eye Hospital	V th. Floor	1345.00	1345.00	
21	Kitchen & Cafeteria	1	Hospital kitchen facility	G	1241.00	1241.00	

22	I.R.C.H	1	Cancer Hospital	B+G+7	15325.00	13622.00	1703.00
23	C.N Centre (CTNS)	1	Cardiac & Neuron Hospital	B+G+7	19227.00	17091.00	2136.00
24	Central Animal House	1	To keep animal for research purpose	G	5164.00	5164.00	
25	Bio-tech Building	1	Research & Teaching	B+G+3	981.00	785.00	196.00
26	Assembly Hall or Auditorium	1	Seminar & Conferences	B	3708.00	0.00	3708.00
27	Medical Store	1	Medical equipment store	G+1	1510.00	1510.00	
28	Administrative Block	1	Account, Recruitment & E.S.D. Sections	G+2	2022.00	2022.00	
29	Library and Museum Block	1	Library facility for hospital & teaching	B+G+3	5806.00	4645.00	1161.00
30	Gymnasium Block	1	Student recreation facility	G+1	981.00	981.00	
31	Swimming Pool	1	Student recreation facility	G	3535.00	3535.00	
32	Gas Plant	1	Manifold Gas facility	G	221.00	221.00	
33	Dental(CDER)	1	Dental College, Hospital & Research	2B+G+7	8064.00	7258.00	806.00
34	<b>JPNA Trauma Centre</b>						
35	Hospital area	1	Hospital		27000.00	27000.00	
36	<b>Jhajjar</b>		Vacant		300 acre		
37	<b>4 Acre land Behind Western Campus</b>		Vacant		4 Acre		

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	18-06-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	18-06-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Health And Family Welfare
<b>Department Name/विभाग का नाम</b>	Department Of Health And Family Welfare
<b>Organisation Name/संगठन का नाम</b>	All India Institute Of Medical Sciences (aiims)
<b>Office Name/कार्यालय का नाम</b>	Aiims, New Delhi
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - Development of Indoor Navigation System Application
<b>Contract Period/अनुबंध अवधि</b>	10 Year(s) 2 Day(s)
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1600000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	122

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

AIIMS MAIN GRANT  
All India Institute of Medical Sciences (AIIMS), New Delhi  
(Aims Main Grant)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any

bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

BOQ as per Annexure 13 of SOW Document - [1716288485.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1716288683.pdf](#)

**Payment Terms:**[1716288689.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1716288699.pdf](#)

**GEM Availability Report ( GAR):**[1716288704.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1716289069.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
04-06-2024 14:00:00	Seminar Room, Ground Floor, New Private Ward III, AIIMS New Delhi

**Custom Bid For Services - Development Of Indoor Navigation System Application ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Development of Indoor Navigation System Application
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
Addon(s)/एडऑन	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Satish Sangawat	110029,AIIMS, New Delhi, Ansari Nagar	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

- Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

#### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- Creating BoQ bid for single item.
- Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- Floating / creation of work contracts as Custom Bids in Services.
- Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

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

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**