



Tender for Rate Contract for providing WhatsApp Chatbot Services and Data Processing Software

Reference number: DGRPG/WhatsApp_Chatbot/2023/1

Department of Governance Reforms and Public Grievances,
Government of Punjab

D-241, Phase – 8B, Sector – 74, Mohali – 160071

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1. Notice inviting tender

Department of Governance Reforms and Public Grievances, Government of Punjab

Tender Reference Number: DGRPG/WhatsApp_Chatbot/2023/1

DGRPG (Department of Governance Reforms and Public Grievances) invites online bids for rate contract for providing WhatsApp Chatbot Services for various organizations of Govt. of Punjab.

The closing date and time is 28/12/2023 up to 03:00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2. Document control sheet

SN	Particulars	Details
1.	Document reference number.	DGRPG/WhatsApp_Chatbot/2023/1
2.	Date & time for the start of sale of e-tender	07/12/2023, 09:00 AM
3.	Date and time for submission of queries through email.	12/12/2023 upto 11:00 AM (No queries will be entertained after the above mentioned date/time).
4.	Date and time for pre-bid meeting.	12/12/2023, 02:30 PM
5.	Date and time for submission of bids.	28/12/2023 upto 03:00 PM
6.	Date and time of opening of pre-qualification bids.	29/12/2023, 11:00 AM
7.	Date and time of opening of technical / financial bids.	To be intimated later
8.	Address for communication and venue for pre-bid meeting.	Department of Governance Reforms and Public Grievances, D-241, Phase – 8B, Sector – 74, Mohali – 160071
9.	Cost of tender document & mode of payment.	Rs. 1,000/- (Rs. One Thousand Only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode.	Rs. 4,00,000/- (Rs. Four Lakhs Only)
11.	Contact details.	Mr. Abhilash Sharma, Business Analyst Mobile : +91 9780192257 Email: abhilash.sharma043@punjab.gov.in
12.	Website for reference.	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/
14.	Method of Selection.	QCBS - Quality and cost based selection (60:40)

Note: All corrigendum / addendums / clarifications regarding this Tender shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

3.1. Unless the context otherwise requires, the following terms whenever used in this tender and subsequent contract shall have the following meanings:

- 3.1.1. "Bid" means proposals submitted by bidders in response to this tender.
- 3.1.2. "Bidder" means the company / firm / entity who submits a bid in response to this tender.
- 3.1.3. "Chatbot" refers to WhatsApp Chatbot.
- 3.1.4. "Committee" means the committee constituted by the "Client" for evaluation of bids.
- 3.1.5. "Contract" refers to the contract entered between the DGRPG and the Service Provider.
- 3.1.6. "Client" refers to DGRPG or any organization of Govt. of Punjab that places Work Order.
- 3.1.7. "DPS" or "Data Processing Software" refers to the software (desktop and / or mobile application), developed and maintained by the Service Provider for processing of data received through Chatbot. It is an optional service that may be availed by the Client.
- 3.1.8. "DGRPG" means Department of Governance Reforms and Public Grievances, Punjab.
- 3.1.9. "Go-Live" means when the code is moved from the test environment to the production environment for use by the citizens / Client and the services are formally available to them.
- 3.1.10. "IPR" means "Intellectual Property Rights".
- 3.1.11. "MAF" means "Manufacturer Authorization Form".
- 3.1.12. "PBG" means "Performance Bank Guarantee".
- 3.1.13. "Service Provider" means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender.
- 3.1.14. "Similar work" refers to work done w.r.t. providing Chatbot services OR software development, operations & maintenance.
- 3.1.15. "SLA" refers to "Service Level Agreement".
- 3.1.16. "Work Order" refers to a work order placed by Client in reference to the rate contract of Chatbot Services & Data Processing Software.

4. Introduction

- 4.1. Department of Governance Reforms and Public Grievances, Punjab administers the implementation of e-Governance projects for the overall benefits of the citizens and public by setting up the necessary administrative, financial, legal & technical framework, implementation mechanism and resources in the State of Punjab.
- 4.2. The Government of Punjab intends to use WhatsApp Chatbot services for providing various services to its citizens such as delivery of digitally signed certificates, applying for a service, tracking the status of the service, feedback / complaints, helpline, know more about the services e.g. forms, fee, documents required, maximum allowed timelines, etc.
- 4.3. Through this tender, the Client invites bids from the bidders for establishing a rate contract for providing WhatsApp Chatbot services and customized Data Processing Software to facilitate two-way communication between government and citizens, APIs for communication between databases, dashboard for downloading conversation details, reports, sessions, etc.
- 4.4. The WhatsApp Chatbot service can be availed by any organization of the Government of Punjab as per the rate contract finalized.

5. Instructions to bidders

5.1. Bid evaluation process

5.1.1. The bid evaluation will be carried out in a three stage process as under:

5.1.1.1. Pre-qualification / Eligibility evaluation

5.1.1.2. Technical evaluation

5.1.1.3. Financial bids evaluation

5.1.2. During the process of evaluation of the pre-qualification and financial bids, the Client may, at its discretion, ask bidders for clarifications on their bids. Bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

5.2. Pre-qualification / Eligibility evaluation

5.2.1. The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification / eligibility criteria shall be eligible for the next round of evaluation i.e. Technical bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.2.2. The eligibility criteria are given as below: -

SN	Eligibility Criteria	Supporting documents
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 <p>Note: Consortium / JV is not allowed</p>	<p>Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.</p>
2.	<p>The bidder should be in business for at least last three years as on 31.10.2023</p>	<p>Certification from statutory auditor / practicing Chartered Accountant / work order.</p>

SN	Eligibility Criteria	Supporting documents
3.	<p>The bidder should have successfully completed “Similar Work” in government / private organizations during the last three years ending 31.3.2023 as per following details:-</p> <p style="padding-left: 40px;">A. One similar work costing not less than the amount equal to Rs. 50 lakhs.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">B. Two similar works each costing not less than the amount equal to Rs. 25 lakhs each.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">C. Three similar works costing not less than the amount equal to Rs. 15 lakhs each.</p>	<p>Project citation supported with Work order / Client Certificate / Work order along with certificate from CA / Statutory Auditor certifying value of project.</p> <ul style="list-style-type: none"> ● Work orders (which are in progress) in which minimum 6 months have been completed will also be considered. ● Any other relevant documents for costing of each similar work may also be accepted. <p>Note: In case the bidder has provided other goods or services along with the similar work, then the cost of similar work done shall be clearly mentioned in the work order / completion certificate failing which such proofs may not be accepted.</p>
4.	<p>The bidder should have a minimum annual average turnover of Rs. 5 crores in any three of the last five financial years (for which the bidder's accounts have been audited) i.e. any three FYs out of 2018-19, 2019-20, 2020-2021, 2021-2022 and 2022-23.</p>	<p>Audited Financial Statements</p> <p style="text-align: center;">With</p> <p>Certificate from statutory auditors having UDIN clearly certifying the turnover</p> <p style="text-align: center;">OR</p> <p>CA certificate having UDIN clearly certifying the turnover</p>
5.	<p>The bidder's net worth should be positive in at least three of the last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-23.</p>	<p>Certificate from the Statutory Auditor/ Practicing Chartered Accountant, having UDIN, depicting the Net worth for each year</p>
6.	<p>The bidder shall submit an undertaking of not being blacklisted, insolvent and convicted of any criminal offense in the last 5 years as on 31.10.2023.</p>	<p>Self-Certified letter as per Annexure 10.3</p>
7.	<p>The bidder should have a valid GST registration certificate and PAN/TAN in the name of the bidder.</p>	<p>Self-certified copy of relevant valid certificates</p>
8.	<p>The bidder must ensure to deposit the tender document fees and EMD.</p>	<p>Any relevant proof</p>

5.2.3. Bidders registered as a startup with the Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business

Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 2, 3 and 4 in the above table. Registered startups are required to submit a self-attested copy of the registration in order to avail of the relaxations.

5.2.4. The compliance against the above criteria is to be submitted as per the below format: -

SN	Particulars	Eligibility Criteria	Supporting Documents	Pg. No.	Compliance (Yes / No)
...

5.3. Technical Evaluation

5.3.1. The evaluation of the bidders will be carried out by the committee as per the technical evaluation criteria. Only the bidders who fulfill the given technical criteria shall be eligible for the Financial bid opening.

5.3.2. Technical evaluation criteria is as under:

SN	Criteria	Max Marks	Supporting Document Required
1	<p>Organizational Financial Strength</p> <p>Average Annual Turnover in any three of the last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 for which the bidder's accounts have been audited.</p> <ul style="list-style-type: none"> • More than or equal to Rs. 5 Crore but less than Rs. 10 Crore : 10 Marks • More than or equal to Rs. 10 Crore but less than Rs. 15 Crore : 15 Marks • More than or equal to Rs. 15 Crore: 20 Marks 	20	<p>Audited Financial Statements WITH Certificate from statutory auditors clearly certifying the turnover requirements</p> <p>OR</p> <p>CA certificate clearly certifying the turnover requirements</p>
2	<p>Past Experience</p> <p>No. of successfully completed "Similar Work" awarded to the bidder by Government / Private Organizations in the last seven years till bid</p>	20	<p>1. For completed projects:</p> <ol style="list-style-type: none"> a. Work order confirming year, cost and similar work b. Satisfactory Client certificate / Completion certificate

	<p>submission date:</p> <ul style="list-style-type: none"> ● 1 project of min Rs. 50 lakhs or 2 projects of min Rs. 25 lakhs or 3 projects of min Rs. 15 lakhs: 10 marks ● 2 projects of min Rs. 50 lakhs or 3 projects of min 25 lakhs or 4 projects of min Rs. 15 lakhs: 15 marks ● 3 more projects of min Rs. 50 lakhs or 4 projects of min 25 lakhs or 5 projects of min Rs. 15 lakhs: 20 marks 		<p>confirming year, cost and similar work.</p> <p>2. For projects in progress in which minimum 1 year has been completed:</p> <p>a. Work order confirming year, cost and similar work</p> <p>b. CA certified payment received for the work done till bid submission date against the work order.</p>
3	<p>Experience with the Government</p> <p>No. of successfully completed “Similar Work” awarded to the bidder by Centre Government / State Government / Semi-Government / PSU in the last seven years till bid submission date:</p> <ul style="list-style-type: none"> ● 1 project of min Rs. 50 lakhs or 2 projects of min Rs. 25 lakhs or 3 projects of min Rs. 15 lakhs: 5 marks ● 2 projects of min Rs. 50 lakhs or 3 projects of min Rs. 25 lakhs or 4 projects of min Rs 15 lakhs: 7 marks ● 3 more projects of min Rs 50 lakhs or 4 projects of min Rs. 25 lakhs or 5 projects of min Rs. 15 lakhs: 10 marks 	10	<p>1. For completed projects:</p> <p>a. Work order confirming year, cost and similar work</p> <p>b. Satisfactory Client certificate / Completion certificate confirming year, cost and similar work.</p> <p>2. For projects in progress in which minimum 1 year has been completed:</p> <p>a. Work order confirming year, cost and similar work</p> <p>b. CA certified payment received for the work done till bid submission date against the work order.</p>
4	<p>CMMi Level</p> <p>The bidder possesses CMMi certification which should be valid on the date of bid submission : 5 Marks</p>	5	<p>Certificate which is valid on the date of bid submission.</p>
5	<p>ISO 9001 Certificate</p> <p>The bidder possesses ISO 9001 certification which should be valid on the date of bid : 5 Marks</p>	5	<p>Certificate which is valid on the date of bid submission.</p>
6	<p>ISO 27001 Certificate</p>	5	<p>Certificate which is valid on the date</p>

	The bidder possesses ISO 27001 certification which should be valid on the date of bid : 5 Marks		of bid submission.
7	ISO 20000 Certificate The bidder possesses ISO 20000 certification which should be valid on the date of bid : 5 Marks	5	Certificate which is valid on the date of bid submission.
8	Technical Manpower (B.E. / B.Tech. / BBA / BCA / B.Sc. or higher) on the rolls of the bidder: <ul style="list-style-type: none"> • More than 20 and less than 50 : 5 Marks • 50 or above and less than 100 : 7 Marks • Above 100 : 10 Marks 	10	Self-Certification by the Bidder
9	Be in business for more than 3 years as on last date of bid submission <ul style="list-style-type: none"> • ≥ 3 & < 5 : 5 marks • ≥ 5 & < 7 : 7 marks • ≥ 7 : 10 marks 	10	
10	Net worth: The bidder has a positive net worth in the minimum number of years out of last five financial years i.e. 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023: <ul style="list-style-type: none"> • any three FYs : 7 Marks • more than three FYs : 10 Marks 	10	CA certificate having UDIN clearly certifying the net-worth
Total		100	

5.3.3. Only those Bidders whose absolute technical score is 60 or more shall be considered by the Client for further evaluation i.e. Financial bid evaluation.

5.3.4. Note: No clarifications shall be sought from the bidders regarding any of the documents submitted as part of the Technical Bid. The Client shall award marks based on documents submitted and the decision of the Client regarding the marks awarded shall be final and binding on the bidders. It shall be the sole responsibility of the bidder to

submit all supporting documents as mentioned in the above table at the time of bid submission.

5.4. Earnest Money Deposit (EMD)

- 5.4.1. The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per details provided in the Document Control sheet.
- 5.4.2. EMD of the successful bidder will be released after the successful bidder signs the final contract and furnishes the Fixed Performance Security.
- 5.4.3. EMD of the bidders whose bid is rejected in technical evaluation shall be returned upon the completion of technical evaluation.
- 5.4.4. EMD of all the remaining bidders, except the successful bidder, shall be returned upon the completion of financial evaluation.
- 5.4.5. The EMD submitted shall be interest-free and will be refundable to the bidders without any accrued interest on it.
- 5.4.6. The EMD will be forfeited on account of one or more of the following reasons:-
 - 5.4.6.1. Bidder withdraws its bid during the validity period specified in the tender.
 - 5.4.6.2. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 5.4.6.3. In case of a successful bidder, the said bidder fails to sign the Contract or furnish Performance Security.
 - 5.4.6.4. If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

5.5. Clarification on Tender document

- 5.5.1. The bidders requiring any clarification on the bid document may submit their queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	Tender Clause No.	Pg. No.	Tender Clause detail	Amendment Sought / Suggestion	Justification
...

5.6. Preparation of bid

- 5.6.1. The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices, and other information along with all the bid's terms and conditions and other formats. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at the bidder's own risk and may be liable for rejection.
- 5.6.2. The bidders need to assess the quantum of work involved before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 5.6.3. The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 5.6.4. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.6.5. The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 5.6.6. The bids submitted by a consortium of companies / firms or any subcontractors will be rejected.
- 5.6.7. All correspondences between the bidders and Client shall be written in the English language.
- 5.6.8. All information supplied by bidders shall be treated as contractually binding on the bidders on the successful award of the assignment by DGRPG on the basis of this Tender.
- 5.6.9. Failure to comply with the below requirements shall lead to the bid rejection:
 - 5.6.9.1. Comply with all requirements as set out within this Tender.
 - 5.6.9.2. Submission of the forms and other particulars as specified in this Tender and respond to each element in the order as set out in this Tender.
 - 5.6.9.3. Submission of all supporting documentation specified in this Tender, corrigendum or any addendum issued.

5.7. Deviations

- 5.7.1. Bids submitted with any deviations to the contents of this Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that the pre-bid meeting is attended by their concerned senior people / representative so that all clarifications and assumptions are resolved before bid submission.

5.8. Validity of bids

- 5.8.1. Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. Client reserves the right to reject a proposal valid for a shorter period.
- 5.8.2. If required, Client may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- 5.8.3. The Client reserves the right to annul the Tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- 5.8.4. The Client may, at its own discretion, extend the date for submission of proposals.

5.9. Amendment to the Tender document

- 5.9.1. Amendments / corrigendum / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website for updates.

- 5.9.2. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Client, at its discretion, may extend the last date for the submission of bids.

5.10. Bid opening

- 5.10.1. The Client will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
- 5.10.2. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

5.11. Financial bid format and evaluation

Group 1: WhatsApp Chatbot			
Particulars	Estimated Qty (in 2 years) (D)	Unit Cost (E)	Total Cost (D * E)
Development / Setup (including creation of workflows, development / consumption of APIs, Dashboard / Reports) [one-time]	7		
Sub-Total (A)			
Particulars	Estimated Qty (in 2 years) (G)	Monthly Cost (H)	Total Cost (G * H * 24)
O & M charges including hosting, modification, development of new workflows, development / consumption / modification of APIs, Dashboard / Reports, etc	7		
Sub-Total (B)			
Particulars	Estimated Sessions (In 2 years) (J)	Unit Cost (K)	Total Cost (J * K)
Session / Conversation Charges initiated by User / Business on WhatsApp Chatbot (Session validity: 24 hours)	5,00,00,000		
Sub-Total (C)			
Total Group 1 [A + B + C]			

WhatsApp Chatbot Services & Data Processing Software

Group 2: Data Processing Software (Desktop / Mobile Application)			
Particulars	Estimated Qty (in 2 years) (L)	Unit Cost (M)	Total Cost (L * M)
Development cost of only desktop application (including development, testing, security audit, development / consumption of APIs, etc) [one-time]	5		
Development cost of only mobile application (including development, testing, security audit, development / consumption of APIs, etc) [one-time]	2		
Development cost of both desktop and mobile applications (including development, testing, security audit, development / consumption of APIs, etc) [one-time]	2		
Sub-Total (X)			
Particulars	Estimated Qty (in 2 years) (N)	Monthly Cost (P)	Total Cost (N * P * 24)
O & M charges (of only desktop application) including hosting, modification / development of new modules, development / consumption / modification of APIs, etc	5		
O & M charges (of only mobile application) including hosting, modification / development of new modules, development / consumption / modification of APIs, etc	2		
O & M charges (of both desktop and mobile applications) including hosting, modification / development of new modules, development / consumption / modification of APIs, etc	2		
Sub-Total (Y)			
Total Group 2 (X + Y)			
Grand Total (Group 1 + Group 2)			

* All costs are in INR and inclusive of GST. Payment shall be released on actual basis.

** Any organization of the Govt. of Punjab can request for services pertaining to Group I only / or Group I & Group II both / or Group II only, based on above rates. For Group II any organization can request for either desktop application only or mobile application only or both.

5.11.1. Financial bids would be opened for only those bidders, who qualify the Technical Evaluation Criteria as mentioned in this document on the

prescribed date in the presence of bidder's representatives, who may wish to be present.

- 5.11.2. The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 60% weightage on technical score and 40% weightage on financial score. Calculation shall be done as follows:
- 5.11.2.1. Financial score shall be calculated as:
Financial score = $100 * (\text{financial proposal of lowest bidder} / \text{financial proposal of bidder under consideration})$
- 5.11.2.2. Composite score shall be calculated as:
Composite score = $(\text{Technical score} * 0.60) + (\text{Financial score} * 0.40)$
Note: Technical score is the technical marks scored by the bidder in the technical bid.
- 5.11.2.3. The bidder whose Composite score is highest shall be ranked at first number (R1) and will be considered as the successful Bidder for signing of contract. The Bidder with the second highest composite score shall be considered as R2 bidder and so on.
- 5.11.2.4. If the R1 bidder is unable to provide the services in full or in part, the rate contract with the R1 bidder shall be canceled, the EMD and / or ePBG of the R1 bidder shall be forfeited and the Client reserves the right to take appropriate action against the Service Provider.
- 5.11.3. In case the Service Provider fails to perform, EMD and Performance Security of the Service Provider shall be forfeited and the Client reserves the right to take appropriate action against the Service Provider.
- 5.11.4. In case the composite score of two or more bidders is the same, then the bidder having higher technical marks will be declared as the R1 bidder or the successful bidder. In case of a further tie between the technical scores, the bidder with the higher annual turnover for the FY 2022-23 shall be declared as the R1 or the successful bidder..
- 5.11.5. Failure to abide by the tender conditions may result in forfeiture of EMD & Performance Security.
- 5.11.6. Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

5.11.7. The bidders quoting zero or negative charges in the financial bid will be treated as non-responsive and their EMD shall be forfeited.

5.11.8. Errors & Rectification:

5.11.8.1. If the bidder doesn't accept the correction of error(s) as specified, their bid will be rejected.

5.12. Disqualifications

5.12.1. The Client may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:

5.12.1.1. Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD/Performance Security of the bidder will be forfeited in such cases.

5.12.1.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.

5.12.1.3. Failed to provide clarifications related thereto, when sought;

5.12.1.4. Submitted more than one bid (directly / indirectly);

5.12.1.5. Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.

5.12.1.6. Submitted a bid with price adjustment/variation provision.

5.12.1.7. Documents are not submitted as specified in the Tender document.

5.12.1.8. Suppressed any details related to bid.

5.12.1.9. Submitted incomplete information, subjective, conditional offers and partial offers submitted.

5.12.1.10. Not submitted documents as mentioned in this tender.

5.12.1.11. Submitted bid with lesser validity period.

5.12.1.12. Any non-adherence/non-compliance to applicable Tender content.

5.13. Issue of Letter of Intent (LoI)

5.13.1. Client will issue a Letter of Intent (LoI) to notify the successful bidder in writing about acceptance of their bid. The LoI will constitute the formation of the contract.

5.14. Performance security

5.14.1. The performance security is divided into two types – fixed and variable

5.14.2. **Fixed Performance Security:**

5.14.2.1. This is a one-time performance security. The Service Provider would be required to submit fixed performance security within 15 days of issuance of Lol, in the form of PBG / NEFT / DD with the Client i.e. DGRPG for an amount of Rs. 15 lakhs only.

5.14.2.2. The fixed performance security shall be valid for a period of 180 days beyond the contract expiry. Whenever the contract is extended, the service provider will have to extend the validity of fixed performance security proportionately.

5.14.3. **Variable Performance Security:**

5.14.3.1. Whenever a work order is placed by a Client (DGRPG or any organization of Govt. of Punjab), the Service Provider would be required to submit a variable performance security in the form of PBG / NEFT / DD with the concerned Client for an amount of 10% of the estimated annual value of each work order issued, within 15 days of issuance of work order, failing which penalty shall be applicable as per SLAs and the concerned Client may request DGRPG for forfeiture of Fixed Performance Security and termination of rate contract.

5.14.3.2. The variable PBG, shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the work order issued on the basis of rate contract. Whenever the work order is extended, the Service Provider will have to extend the validity of variable performance security proportionately.

5.14.4. In case the successful bidder fails to submit performance security within the time stipulated, the Client at its discretion may cancel the award of contract / work order to the successful bidder without giving any notice and the EMD / Performance Security of the concerned bidder will be forfeited.

5.14.5. The Fixed Performance Security shall be returned after the Service Provider provides NOC from all Clients who have issued work order under this rate contract. The Variable Performance Security shall be

released by the concerned client only after proper exit management. The Service Provider will not be entitled for any interest on the performance security submitted.

5.14.6. The Client shall forfeit the performance security in full or in part in the following cases:

5.14.6.1. When the terms and conditions of contract are breached/ infringed.

5.14.6.2. When the contract is being terminated due to non-performance of the Service Provider.

5.14.6.3. The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.14.6.4. If the Service Provider fails to submit Variable Performance Security.

5.15. Signing of contract

5.15.1. The successful bidder shall sign the contract with the Client within 15 days of the issue of Lol. After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

5.16. Work Orders

5.16.1. Whenever the client or any organization of Government of Punjab needs any of the Chatbot services for which rate contract has been signed, they may place a work order directly to the Service Provider by providing the BoQ of items required.

5.16.2. All such work orders issued shall be governed by all the terms & conditions and prices as per rate contract signed between the Client and Service Provider.

5.16.3. The concerned organization placing the work order shall be treated as the Client for that particular work order.

5.16.4. The Client(s) reserves the right to place a work order of any time duration within the contract validity.

5.16.5. The Client(s) can place a work order for a maximum of 2 years beyond the rate contract expiry on the same terms and conditions subject to the

condition the work order is placed before expiry / termination of the rate contract.

- 5.16.6. The Service Provider must not accept any work order based on this rate contract from the Client(s) after expiry / termination of the rate contract.
- 5.16.7. The Service Provider shall provide the monthly report of all Work Orders received on the basis of this rate contract.
- 5.16.8. Indicative work orders to be placed post signing of rate contract:
 - 5.16.8.1. **Anti-Drug helpline:** A WhatsApp chatbot to get data regarding drugs being sold / consumed in Punjab and DPS in which the data shall be evaluated by a team and if found credible, the lead shall be forwarded to the field team.
 - 5.16.8.2. **Citizen Services helpline:** A WhatsApp chatbot for citizen service delivery - feedback, complaints, certificate through WhatsApp, application tracking, Sewa Kendra information, etc.
 - 5.16.8.3. **Aam Aadmi Clinic feedback:** A WhatsApp Chatbot for collecting feedback regarding Aam Aadmi Clinics in Punjab. Optionally a DPS to deal with the feedback.
 - 5.16.8.4. **Grievances helpline:** A WhatsApp Chatbot for filing grievances and fetching status of grievances from Grievance database of DGRPG.

5.17. Fraud and corrupt / malpractices

- 5.17.1. All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.
- 5.17.2. For this purpose, definitions of the terms are set forth as follows:
 - 5.17.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.
 - 5.17.2.2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.

- 5.17.2.3. “Unfair trade practice” means supply of services different from what is ordered, or change in the Scope of Work.
- 5.17.2.4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 5.17.3. DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.
- 5.17.4. DGRPG will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

6. General Contract Conditions

6.1. Standards of performance

6.1.1. The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as a faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the Tender in totality.

6.2. Confidentiality

6.2.1. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

6.2.2. The Service Provider shall ensure that while providing services, all the details and information is kept confidential.

6.2.3. During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.3. Termination of contract for default

6.3.1. The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this Tender or the subsequent contract by the other party by giving 2 months' written notice. In such a case, the provisions under the Exit Management clause shall apply.

6.4. Termination of contract for insolvency, dissolution etc.

6.4.1. The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client. In such a case, the provisions under the Exit Management clause shall apply.

6.5. Termination for convenience

6.5.1. The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such a case, the provisions under the Exit Management clause shall apply.

6.6. Force Majeure

6.6.1. The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.6.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires due to natural causes, floods, epidemics, and quarantine restrictions.

6.6.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.7. Resolution of disputes

6.7.1. If any dispute arises between parties, then these would be resolved in the following ways:

6.7.1.1. **Amicable Settlement:** Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.7.1.2. **Arbitration:** In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be appointed by the Hon'ble Punjab and Haryana High Court. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at SAS Nagar (Mohali), Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.8. Legal Jurisdiction

6.8.1. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in SAS Nagar (Mohali), Punjab only.

6.9. Amendment to the contract

- 6.9.1. The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

7. Scope of Work

7.1. Introduction

- 7.1.1. The broad scope of work includes any combination of the following:
 - 7.1.1.1. **Group 1:** WhatsApp Chatbot - Development / setup of Chatbot, creation / modification / consumption of APIs, hosting, operations and maintenance, dashboard, reports, etc.
 - 7.1.1.2. **Group 2:** Data Processing Software (Desktop and/or Mobile Application) - Development, testing, security audit, development / consumption / modification of APIs, operations and maintenance, hosting, modification / development of new modules, etc.
- 7.1.2. There are estimated ~2 Cr user initiated sessions per annum and ~50 lakhs business initiated sessions per annum as estimated for various instances of Chatbots to be created under this rate contract across various organizations of Govt. of Punjab. However, there is no minimum guarantee of quantum of work and payments shall be based on actual usage.
- 7.1.3. The Client(s) can request services belonging to either both the groups or any one.

7.2. Group 1 - WhatsApp Chatbot

- 7.2.1. The Service Provider shall be required to set up a verified WhatsApp Business account of the Client or use the existing WhatsApp Business accounts (WABA) and contact number of the Client in order to implement the Chatbot, as the case may be. In any case, the necessary approvals and permissions from WhatsApp or any other stakeholder agency, shall be the responsibility of the Service Provider only.
- 7.2.2. The Service Provider shall devise a strategy to build up the chatbot including message templates, workflow etc. on the WABA of the Client and shall be responsible for designing, developing/setting up, customizing and implementing state of the art WhatsApp Chatbot using Chatbot builder after careful requirement analysis in line with modern software development practices, capable of covering various aspects of

- citizen service delivery as per the use cases/requirements shared by the Client.
- 7.2.3. The specific Scope of Work for each Chatbot shall be intimated by the Client and the Service Provider shall then start preparing the Chatbot.
 - 7.2.4. The Chatbot builder shall offer a graphical user interface where the Client can design, deploy and update the Chatbot as per their requirements along with the set of functions like workflow configuration, if needed.
 - 7.2.5. In case the Client wants to avail only Group I services, the Service Provider can use its already developed solution for Chatbot Builder, Dashboard and reporting after approval of the implementation strategy from the concerned client. However, in case services of Group II are sought in any of the work orders, the reporting dashboard, workflow builder should be developed specifically for the client and which shall be used for all other work orders also placed under this rate contract.
 - 7.2.6. Any license cost incurred to host or develop chatbot applications to be borne by the Service Provider itself.
 - 7.2.7. The Service Provider shall create & provide the implementation workflow to the client based upon the Use Case & Journeys specified by the Client.
 - 7.2.8. The Service Provider shall implement the Chatbots / DPS with multilingual support i.e. in Punjabi, English & Hindi. The messaging framework must be capable of sending/receiving messages in media formats like images, pdf, documents, audio, video, gif, emoji, stickers etc. allowed by WhatsApp and the file size limit should not be less than the defined permissible limit by WhatsApp.
 - 7.2.9. The Service Provider may be required to implement an opt-in campaign for taking users' consent for sending messages to their WhatsApp accounts / numbers.
 - 7.2.10. The technical capabilities of the Chatbot shall include exception handling, campaign management, integration capabilities, analytics and supervision, integration with messaging platforms, accepting payments, etc.
 - 7.2.11. The Chatbot shall be used for interacting with the citizen / user and storing data collected from the interaction for further processing. The

- hosting of Chatbot including data collected shall be done by the Service Provider.
- 7.2.12. Chatbot shall offer an interactive dialog interface for engaging customer/user in a chatbot session. Chatbot response shall be based on the organizational knowledge base.
- 7.2.13. The Chatbot shall be able to automatically analyze the User Request, extract relevant activities and respond to the user. The response can be predefined text, a text retrieved from a knowledge base that contains different answers, a contextualized piece of information based on data the user has provided, data stored in enterprise systems, the result of an action that the chatbot performed by interacting with one or more backend application, a disambiguating question that helps the chatbot to correctly understand the user's request.
- 7.2.14. The chatbot should support the use of Artificial Intelligence (AI), Machine Learning (ML) and Natural Language Processing (NLP) algorithms to train itself with a variety of questions asked by citizens.
- 7.2.15. The Chatbot should support rule based automatic routing of conversations using the latest AI and ML techniques like ability to define rules for conversation routing and Multiple level rule support for different categories of routing
- 7.2.16. The Chatbot should be able to translate voice inputs into text, convert the input from one language to another, read images and other latest technologies used in AI, ML and NLP.
- 7.2.17. The Service Provider shall help the Client in creating a comprehensive knowledge base of frequently asked questions on the chatbot platform.
- 7.2.18. The Service Provider shall handover all the documents like APIs developed, Workflows developed, message templates used etc. along with source code and database including chats / media received to DGRPG as and when requested by the client.
- 7.2.19. The Service Provider may be required to deploy an interaction / feedback mechanism and provide a drag & drop module in the Chatbot to provide ease in configuring the journey flow. There shall be no extra cost for the same.
- 7.2.20. **Sessions/Conversations:** The Chatbot shall be enabled with the feature of Session Timeout Counter. Each WhatsApp session (whether

initiated by the user or the client) must be valid for at least 24 hours. The Chatbot should be able to handle approx 3 crore sessions annually.

7.2.21. **Dashboard:** The Service provider shall provide a Chatbot dashboard for analytics with required report as per the implemented workflow with following:

7.2.21.1. View daily/weekly/monthly count of messages sent or received through WhatsApp

7.2.21.2. Show real time count of messages with delivered, read, and failed status based on time range, location of user or other filters as desired.

7.2.21.3. Show real time count of currently active whatsapp Sessions and counts of sessions created for both User Initiated and Business Initiated types on different time ranges.

7.2.21.4. Show system utilization in terms of CPU, RAM, network utilization and Server Uptime.

7.2.21.5. Export data in xlsx, csv, pdf, etc. formats

7.2.21.6. Dashboard should have responsive design and should be able to automatically resize, hide, shrink, or enlarge, a website, to make it look good on all devices (desktops, tablets, and phones)

7.2.22. **Reporting:** The software shall have functionality to view and download various chatbot related reports:

7.2.22.1. Ability to view and download real time outgoing and incoming traffic reports containing messages sent with the delivery status, read status, day wise traffic trend and all conversation messages received or sent to the consumer along with multimedia/document files.

7.2.22.2. Ability to view and download real time reports to search conversations with mobile numbers and fetch the log to analyze content for troubleshooting and measuring efficiency of chatbot.

7.2.22.3. All the reports related to SLA Monitoring (Server Uptime) and Sessions created should be available and can also be exported in .xlsx, .csv, .pdf, etc file.

7.2.23. **Testing:** The Service Provider shall provide test plan, test methodology, test cases, carry out testing on separate test and development environments and submit test reports along with analysis and corrective

measures for comprehensive and sufficient testing of functional, system and integration aspects of application(s) in initial and subsequent stages of development and deployment.

7.2.24. **Training:** The Service Provider shall provide necessary and sufficient training to client's team before go-live of chatbot, to manage application(s) and related activities. The training may be done through VC also.

7.2.25. **Integration:**

7.2.25.1. Develop APIs using standard communication protocols and data formats for sharing data received on chatbot & receiving data from databases of the client for sending WhatsApp messages to citizens / users and accepting payments as the case may be.

7.2.25.2. Chatbot should be able retrieve the data from the Databases of Client through APIs.

7.2.25.3. 24x7 Listening to log and capture customer conversation data with support for sending contextual and rule based instant response to the consumer.

7.2.26. **Customization:**

7.2.26.1. The Chatbot must be enabled with drag and drop functionality so that the client can customize and implement the same as per requirements.

7.2.27. **Feedback Management:** If Client requires, then the Chatbot shall have functionality to:

7.2.27.1. Capture citizen / user feedback at the end of conversation.

7.2.27.2. Conduct scheduled feedback from citizens/users

7.2.27.3. Conduct Feedback Analysis through charts and dashboards

7.3. Group 2 - Develop DPS (Data Processing Software) (Desktop and/or Mobile Application)

7.3.1. The Service Provider may be asked to develop a software and/or mobile application for processing the data received through Chatbot. The services under this group may be opted independent of whether the Chatbot was prepared by the Service Provider or not.

7.3.2. The Scope of DPS shall be limited to processing of data received in the Chatbot. For example: movement of a complaint / feedback received on

chatbot through various logins of officials depending upon criteria to be intimated by the Client.

- 7.3.3. The specific scope of work for each DPS shall be intimated by the Client and the Service Provider shall then start preparing the software.
- 7.3.4. The development of software shall include but not limited to designing, developing web pages / forms with latest technologies to show the data received through APIs from Chatbot, creation of users and roles for processing the web pages / form(s), incorporating validations, creation of workflow with ability for modification at later stage as per user requirement, generation of reports, dashboard, integration with payment gateway, etc. The Service Provider shall endeavor to develop the software in such a way that most of the work at a later stage can be done through the admin module with minimum coding requirement.
- 7.3.5. The Service Provider is required to do proper testing before launch of various modules of the software as per industry standards.
- 7.3.6. The Service Provider shall provide training to the users for the developed modules as required by the client.
- 7.3.7. The Service Provider shall develop / consume necessary APIs using standard communication protocols and data formats for sharing data received on chatbot and receiving data from databases of the Client.
- 7.3.8. The Service Provider shall develop dashboard and reports in the DPS along with API management module, message template module, workflow module for easy integration with the WABA account of the Client.
- 7.3.9. The Service Provider shall provide the security audit certificate of the DPS from a CERT-In empaneled agency prior to Go-Live.
- 7.3.10. The Service Provider shall integrate the DPS with the services / facilities as per the requirement of the Client.

7.4. Operation and Maintenance of Chatbot and / or DPS

- 7.4.1. The Operations and Maintenance phase for the Chatbot and / or DPS shall begin post development and Go-Live of the Chatbot and / or DPS respectively.

- 7.4.2. Any amendments / incorporation of new features, the development shall be done by the Service Provider as per the requirement of the Client. The changes as may be requested by the Client shall be done within 7 days of intimation by the Client or as per agreed timelines. This timeline is subject to relaxation by the Client for valid justifications submitted in writing by the Service Provider.
- 7.4.3. The operations and maintenance may include, but are not limited to, bug-fixing, trainings, testing, integrations, change requests, addition of features / functionalities, new workflows, data entry, supervision, performance reporting, calling and getting information / clarification from stakeholders, licenses, cloud hosting management, database management, optimum functioning of the software/application and servers, improving / optimizing performance of the software/application, technical support, creation & amendment of APIs, Dashboard/Reports, etc.
- 7.4.4. The Service Provider shall be required to cater the redesigning and amendment in the Chatbot and / or DPS, as may be requested by the Client, at no extra cost.
- 7.4.5. The Service Provider shall monitor uptime of the Chatbot and / or DPS and alerts shall be generated whenever the services are not working.

7.5. Hosting of the Chatbot and / or DPS

- 7.5.1. The Service Provider shall provide the hosting over cloud environments (mandatorily from any of the MeitY empanelled Cloud Service Provider) adhering to all the guidelines regarding Cloud hosting as issued by GoI / GoP / MeitY from time to time. The Service Provider shall provide an undertaking or MAF from the MeitY empanelled CSP for the same.
- 7.5.2. The Service Provider shall be required to provide optimal hosting, which may include firewall, SSL, Routing, Subnets, Antivirus & Anti Malware, Anti DDoS Mitigation, Resource Utilization Monitoring (e.g., VM, Storage), Identity Access Management System with MFA for Cloud administration, Data Encryption at Rest, OS Patch Management System, Data Transfer In, Public IP Address, Cloud Management & Monitoring Dashboard, Cost and usage reporting, VPN connection, Load balancers, etc as per requirement / industry standards.

- 7.5.3. The Service Provider shall provide managed hosting services which shall include, but are not limited to, cloud resources management, patch management, security administration, support for third party audits, monitoring performance and service levels, data backup, provide regular reports to the Client, etc.
- 7.5.4. The Service Provider shall ensure a minimum of 99.7% software uptime measured monthly for availability on 24 * 7 basis. Considering the criticality of the infrastructure, the Service Provider is expected to design the WhatsApp / DPS with high level of redundancy and resilience to meet the uptime requirements.
- 7.5.5. The mobile application shall be made available on google play store and apple store. The credentials shall be provided by the client.

7.6. General

- 7.6.1. Latest stable version of the technologies must be used to develop, maintain and update the Chatbot and / or DPS.
- 7.6.2. The Service Provider may be required to integrate geo-tagging in the Chatbot and / or DPS as per requirement of the Client. GIS software / licenses, if required, shall be arranged by the Client.
- 7.6.3. For each work order, the Service Provider shall appoint a single point of contact (SPoC) for all communication between Client and Service Provider. The SPoC shall be available onsite within 7 days of issue of work order and shall remain onsite till Go-Live of the Chatbot and / or DPS. During the O & M phase, the SPoC may be placed offsite. Same SPoC shall be allowed for multiple work orders.
- 7.6.4. As far as possible, meetings /discussions shall be held through VC. However, on a few occasions the team from Service Provider may be required to come onsite for discussions at its own cost.
- 7.6.5. Hosting of the application shall be the sole responsibility of the Service Provider as mentioned in this document. However, the Service Provider shall host / transfer the Chatbot and / or DPS at Punjab State Data Center or any other infrastructure, if so requested by the Client, at no extra cost.
- 7.6.6. The Chatbot and / or DPS shall be operational 24 * 7.

7.6.7. The Service Provider shall ensure to provide the following admin level access to the Client at the time of Go-Live or whenever so requested by the Client.

7.6.7.1. **Technical:** This shall include, but not limited to databases, VMs, hosting, software, tools, etc.

7.6.7.2. **Managerial:** This shall include, but not limited to:

7.6.7.2.1. Chatbot flow builder GUI

7.6.7.2.2. API management module

7.6.7.2.3. Database management module

7.6.7.2.4. Default Chatbot analytics

7.6.7.2.5. Performance / Uptime / SLA Reports

7.6.7.2.6. MIS reports

7.6.8. Data Security

7.6.8.1. The Service Provider shall adhere to the policies/acts / guidelines/instructions / rules etc. issued by the Govt. of India / Govt. of Punjab from time to time on the data security & data protection of the citizens at no extra cost.

7.6.8.2. The production environment shall be hosted in production-grade servers isolated from the development and staging environments.

7.6.8.3. All production data transpired in the chat window will be stored in the cloud data center with encryption enabled. The data access to supervisors and administrators shall be through the application user interface. The user interface shall be HTTPS enabled.

7.6.8.4. The data transfer, archiving & purging frequency and mechanism to be defined during the design stages and executed during the project.

7.6.8.5. The Service Provider should not disclose any information in WhatsApp messages or data generated through chatbot with any third party or use the data for its other purposes.

7.7. Timelines & Deliverables

7.7.1. The Service Provider shall be responsible to adhere to the following timelines for the implementation of Chatbot and / or DPS; however, the Client reserves the right to relax timelines and any of the penalties levied

on the Service Provider on submission of the justified reasons by the Service Provider in writing:

SN	Activity	Deliverable	Timeline (in days)
1.	Signing of Contract	-	T
2.	Requirement analysis and journey flow for Chatbot & / or DPS	Submission of SRS including journey flow document	T1: T + 5 days
3.	Implementation of Chatbot & / DPS	Submission of implementation completion report and testing reports with screenshots	T2: T1 + 7 days (If only Group 1 opted) T2: T1 + 25 days (If only Group 2 opted) T2: T1 + 30 days (If both Group 1 & Group 2 opted)
4.	UAT & Test entries on the production environment of the Chatbot and / or DPS	UAT Sign Off and Submission of report of at least 100 test entries in the production environment, after UAT Sign Off	T3: T2 + 5 days
5.	Go-Live of Chatbot and / or DPS	Go-Live of the Chatbot and / or DPS after incorporation of feedback	T4: T3 + 2 days (If only Group 1 opted) T4: T3 + 5 days (If only Group 2 opted) T4: T3 + 7 days (If both Group 1 & Group 2 opted)
6.	Security Audit of the DPS as per Govt. of India/MeitY guidelines	Security Audit certificate	Prior to Go-Live (If only Group 2 opted)
7.	Change request (Modification in the Chatbot and / or DPS)	Submission of change request completion report and testing reports with screenshots	Within 7 days of intimation by the Client or as per agreed timelines

7.8. Outsourcing / subletting

- 7.8.1. No part of the contract, except for the WhatsApp Chatbot subscription shall be outsourced by the Service Provider. Non-adherence to the same shall attract penal action against the Service Provider

7.9. Contract Period

- 7.9.1. This contract shall be valid for a period of 2 years initially from the date of signing of the contract. If the services of the Service Provider are found satisfactory, the contract may be extended on the same prices for an additional period of maximum 3 years (1 year at a time) at the sole discretion of DGRPG on the same terms & conditions.

7.10. Exit Management

- 7.10.1. On expiry or premature termination of the contract, the Service Provider shall handover the Chatbot, DPS, source code, (except third party COTS - Commercial Off the Shelf software), database backup/schema, creatives, designs, all admin/user credentials, documents, database, APIs etc. to the Client.
- 7.10.2. The Service Provider shall ensure proper Knowledge Transfer of the Chatbot and / or DPS to the Client in the form of documents as well as to the officials of the Client.
- 7.10.3. The handover shall be done within 2 weeks of expiry or premature termination of the contract.
- 7.10.4. The Service Provider shall provide a declaration of clearing / wiping all the data of the Client after providing backups and taking go ahead from the concerned Client.

7.11. Intellectual Property Rights

- 7.11.1. The work done by the Service Provider i.e. Chatbot, DPS, source code (except third party COTS - Commercial Off the Shelf software), database backup/schema, creatives, designs, documents, etc. shall be Intellectual Property of the Client.
- 7.11.2. The Service Provider will not have the right to use/reproduce the Chatbot and / or DPS in whatsoever manner during or after the end of the contract.
- 7.11.3. Database is the exclusive property of Client and the same shall not be used/shared by Service Provider in any manner.

8. SLA and Penalties

8.1.1. The SLA and penalties shall be imposed on Service Provider are as under:

SN	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Submission of Fixed Performance Security	15 days from the issue of Lol	Rs. 200 per day
2.	Submission of Variable Performance Security	15 days from the issue of Work Order	Rs. 200 per day
3.	Signing of the contract	15 days from the issue of Lol	Rs. 200 per day
4.	Availability of SPoC	Onsite - Within 7 days of issue of work order till Go-Live Offsite during O & M phase	Rs. 1,000 per day
5.	Implementation of the Chatbot and / or DPS as per the timelines & deliverables	As per clause 7.7	Rs. 500 per day per deliverable
6.	Support Services	As per clause 8.2	As per clause 8.2
7.	Chatbot and / or DPS Availability	As per clause 8.3	As per clause 8.3
8.	Submission of reports / documents as may be required by the client along with the invoice	As mentioned in this document or as may be requested by the Client	Payment for the respective quarter will not be released.
9.	Hosting of Chatbot and / or DPS	As per clause 7.5	Rs. 5,000 per instance along with a letter of warning
10.	Complete knowledge transfer and handover of source code, database backup / schema, creatives, designs or any other material related to the work order	Within 2 weeks of notification of the Exit or Expiry or Premature termination	Rs. 1,000 per day. All pending payments will be withheld. The Service Provider may also be blacklisted if the delay is beyond one month.
11.	<ol style="list-style-type: none"> 1. Security incident 2. Misuse of data 3. Loss of data 4. Adherence to the security compliances and guidelines issued by MeitY & CERT-In 	The Service Provider shall ensure data security and there shall be no unauthorized usage of Government data in any manner without prior written	Rs. 10,000 per instance along with a letter of warning

SN	Activity	Target / Service Level	Penalty for delays beyond target level
		permission from the Client	
12.	Ensure that updated admin access credentials of Cloud, Database, code repository, all dashboards etc. are shared with the Client at all times	-	Quarterly payments to be released only after verifying the admin access.
13.	Request for Information, data, analytics reports /any other reports as may be required by the Client	Within 2 days of request by the Client	Rs. 500/- per day of delay or part thereof
14.	Submission of Root Cause Analysis (RCA) report for bug/issue on request of Client	Within 3 working days of request by the Client	Rs. 500/- per day of delay or part thereof
15.	Setting up of alerts to monitor the uptime of the Chatbot and / or DPS.	Alerts should be received through WhatsApp whenever the services are down.	Rs. 500 per instance
16.	Any non-compliance of the contract which is not covered above.	As mentioned in this document	A letter of warning along with penalty of Rs. 1,000/- on the first instance and penalty of Rs. 5,000/- on each repeated instance for the same non-compliance.

8.1.2. The maximum penalty shall be 20% of the one-time payments and 20% of the monthly invoices value subject to Chatbot and / or DPS availability $\geq 98.0\%$ as per clause 8.3. After this limit is reached, a letter of warning shall be issued and the Client reserves the right to terminate the contract for default.

8.1.3. The penalty/timelines may be relaxed by the Client for justified reasons submitted in writing by the Service Provider.

8.2. Support Services

8.2.1. The criticality of the required services for Chatbot & / or DPS including bug fixing, technical support, etc. is categorized under the four categories/priorities i.e. Critical, High, Medium, and Low. Each of the

Support Category is associated with a respective response and resolution time as under:

Support Category	Criteria	Maximum Response Time	Maximum Resolution time	Penalty	
Critical	The Chatbot and / or DPS is unable to be used for normal business activities.	15 Minutes	1 Hour	Response Time > 15 Minutes OR Resolution Time > 1 Hour	<p>Response time: 0.1% of the monthly invoice value for every 15 minutes of delay beyond the timelines.</p> <p>Resolution time: 0.5% of the monthly invoice value for every 1 hour of delay beyond the timelines.</p>
High	There is a problem with a part of the Chatbot and / or DPS, which impacts Client's decision making. No viable workaround is available. There is a likelihood of financial loss	30 Minutes	2 Hours	Response Time > 30 Minutes OR Resolution Time > 2 Hour	<p>Response time: 0.1% of the monthly invoice value for every 30 minutes of delay beyond the timelines.</p> <p>Resolution time: 0.5% of the monthly invoice value for every 2 hours of delay beyond the timelines.</p>
Medium	The efficiency of users is being impacted but has a viable workaround.	4 Hours	12 Hours	Response Time > 4 Hours OR Resolution Time > 12 Hours	<p>Response time: 0.05% of the monthly invoice value for every 4 hours of delay beyond the timelines.</p> <p>Resolution time: 0.25% of the monthly invoice value for every 12 hours of delay beyond the</p>

Support Category	Criteria	Maximum Response Time	Maximum Resolution time	Penalty	
					timelines.
Low	A fault, which has no particular impact on processing of normal business activities.	8 Hours	24 Hours	Response Time > 8 Hours OR Resolution Time > 24 hours	<p>Response time: 0.05% of the monthly invoice value for every 8 hours of delay beyond the timelines.</p> <p>Resolution time: 0.25% of the monthly invoice value for every 24 hours of delay beyond the timelines.</p>

8.2.2. Support Services report shall be provided by the Service Provider on a monthly basis before the 7th of the next month w.r.t. priority wise, which indicates the number of issues resolved beyond the given timeline.

8.2.3. The Service Provider shall be responsible to provide 24*7 incident resolution support as per the aforementioned table. Any delay in response or resolution shall be liable for penalty as per the table.

8.3. Chatbot and / or DPS Availability

8.3.1. % Monthly Availability = [Actual Uptime / Total No. of Hours in a Month] x 100

8.3.2. "Actual Uptime" means the aggregate number of hours in any month during which the Chatbot and / or DPS services are available for use (measured 24 x 7).

8.3.3. Actual uptime shall be taken from the Chatbot and / or DPS availability report submitted by the Service Provider using automated reporting tools.

8.3.4. The Service Provider shall take prior approval for scheduled downtime from the client in writing.

8.3.5. Penalties for non-adherence to timelines shall be as under:

Software Uptime	Penalty
Actual Uptime \geq 99.7%	No penalty shall be imposed
Actual Uptime \geq 99.5% to $<$ 99.7%	2% of the monthly invoice
Actual Uptime \geq 99.0% to $<$ 99.5%	5% of the monthly invoice
Actual Uptime \geq 98.0% to $<$ 99.0%	10% of the monthly invoice
Actual Uptime $<$ 98.0%	No payment shall be made for that quarter.

- 8.3.6. Chatbot and / or DPS Availability report (captured using automated tools) shall be submitted by the Service Provider to the Client on monthly basis before the 7th of the next month.

9. Payment terms

9.1. General

- 9.1.1. 100% payment of all types of one-time charges (development of Chatbot and / or DPS) shall be released after their respective Go-Live.
- 9.1.2. Payment for all types of O&M shall be done on a quarterly basis.
- 9.1.3. Session charges shall be paid as per actual consumption on quarterly basis. A single invoice for O & M charges and session charges shall be raised by the Service Provider.
- 9.1.4. Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS.
- 9.1.5. The user-initiated sessions / business initiated sessions (notifications) summary reports / any other reports as may be required by the Client shall be submitted along with each invoice, both corresponding to the same period.
- 9.1.6. Payments shall be subject to deductions of any amount (As per SLA & Penalty Clause of this document) for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961, and any other applicable deductions/ taxes.
- 9.1.7. The decision of the Client pertaining to the quality and quantity of works/services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by the Service Provider, the Client reserves the right to get the concerned work/services fixed at its own level at the cost, risk, and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.
- 9.1.8. All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.

- 9.1.9. The payment against Services not rendered shall be withheld until the services are delivered and verified by the Client. Such deductions shall be separate from penalties and shall not be included in the penalty cap.

9.2. Prices

- 9.2.1. The rates quoted in the financial bid shall be inclusive of all taxes.
- 9.2.2. The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

10. Bid formats

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for the preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

10.1. Covering letter

Bid Reference No.: DGRPG/WhatsApp_Chatbot/2023/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Director,
Directorate of Governance Reforms, Punjab
D-241, Phase 8B, Sector – 74, Near Quark City,
Mohali - 160071

Sub: Submission of bid for providing WhatsApp Chatbot services & Data Processing Software

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced Tender and submit our bid in full conformity with the said Tender.
2. We have read all the provisions of Tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the Tender and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not reimburse any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this Tender bid and we are not participating / co-participating through any of the other related parties or channels.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. Our details have been filled below: -

SN	Particulars	Details
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. <i>[The details must include Name, designation, postal address, e-mail address, phone numbers (including</i>	

SN	Particulars	Details
	<i>mobile) etc.]</i>	

11. Details of Similar Works that are in progress or have been completed

(Proofs attached) :-

SN	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

10.2. Format for Performance Bank Guarantee

Director,
Directorate of Governance Reforms & Public Grievances, Punjab
D-241, Phase 8B, Sector – 74, Mohali - 160071.

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of Tender No: **DGRPG/WhatsApp_Chatbot/2023/1** dated. <<insert date>> to provide WhatsApp Chatbot and Data Processing Software services to Department of Governance Reforms & Public Grievances (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is a 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 expiry date>> failing which our liability under the guarantee will automatically cease.

10.3. Format for Undertaking

[On the letterhead of the organization]

No.

Date:

To,

Director,
Directorate of Governance Reforms, Punjab
D-241, Phase 8B, Sector – 74, Near Quark City,
Mohali - 160071

Subject: Self Declaration for not being blacklisted, insolvent and convicted of any criminal offense.

Ref: Your Bid Ref. No.: DGRPG/WhatsApp_Chatbot/2023/1 dated <xxx>

Dear Sir/ Madam,

We confirm that as on the date of submission of this bid: -

- A. Our company / firm has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- B. Our company / firm has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
- C. That our directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Yours Sincerely,

Signature of Authorized Signatory
Name and designation of Signatory:
Name of Firm:
Address: