Request for Proposal for Selection of Implementation Agency for Chatbot Development

Table of Contents

1. Key Action Dates

#	Particular	Details
1.	Start date of issuance (Download) of RFP document	3rd June 2024
2.	Last date for Submission of Queries	6th June 2024 till 5 pm
3.	Pre-Bid Conference	5th June 2024 at 3 pm
4.	Issue of Corrigendum and publishing of pre-bid queries, and response	12th June 2024
5.	Last date and time for RFP Submission	21st June 2024 till 5 pm
6.	Date and time of opening of Pre-Qualification bids, and Technical bids	24th June 2024 at 11 am
7.	Date and time for opening of Financial bids	To Be informed

2. Fact Sheet

Information	Topic
Method of Selection	The method of selection is: Quality Cum Cost Based Selection (QCBS).
Download of RFP	RFP can be: Downloaded from https://www.nisg.org/ The tender is free of cost.
Phased Assignment	The assignment is phased: Yes The two phases are: 1. Development and Deployment Phase 2. Maintenance and Support Phase
Pre-Bid Meeting	A pre-bid meeting will be held on 5th June 2024 at 3:00 PM The name, address, and telephone numbers of the nodal officer is: **Virendra Singh,** **Dy. Manager IT,** **5th Floor, Rear Wing, MTNL Building, 9, CGO Complex,** **Lodhi Road, New Delhi 110003,** **Mobile: 91-9015374997** **Email: virendra.singh@nisg.org** All queries should be received on or before **6th June 2024 till 5 pm**, either through email.
Language of Proposal	Proposals should be submitted in the following language(s): English
Applicable Taxes	Taxes will be applicable on the date of invoicing as per existing Govt. of India Guidelines.
Validity of Proposal	Proposals must remain valid for 90 days from the last date of submission of bid.
Mode of Submission of Proposal	Bidders must submit: • Response to pre-qualification criterion:1 original hard copy in first envelope • Technical Proposal - 1 original hard copy in second envelope. • Financial Proposal - 1 original hard copy in third envelope • The bidder shall submit only the soft copies of pre-qualification evaluation documents and technical qualification documents on the email address of the Nodal Officer mentioned. The Financial bid shall only be submitted with the Hard copies at the given address.
Address for Submission of Proposal	The proposal submission address is: **Virendra Singh,** **Dy. Manager IT,** National Institute for Smart Government 5th Floor, Rear Wing, Mahanagar Door Sanchar Sadan (MTNL Building),

Information	Topic
	9, CGO Complex, Lodhi Road New Delhi, India – 110 003 Phone: +91-011-2432-1445 Fax: +91-011-2432-1444
Last Date of Submission of Proposal	Proposals must be submitted no later than the following date and time: **21st June 2024 till 5 pm**

3. Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified Information Technology (IT) firms with sound technical and financial capabilities for design, development, deployment and maintenance & support of Chatbot Development for Controller General of Patents Designs Trademark (CGPDTM) Office along with scope of work as detailed out in Section 9 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 7.1 (Pre-Qualification Criteria) of this RFP document.

4. Structure of the RFP

This RFP document is for the project of Chatbot Development for CGPDTM office:

(a) Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:

    (i)   General instructions for bidding process

    (ii)   Bid evaluation process including the parameters for Pre-Qualification, Technical and Financial Evaluation to facilitate the Purchaser in determining Bidder's suitability as the implementation partner.

    (iii)   Scope of work for the implementation agency

    (iv)   Deliverables and Timelines

    (v)   Service levels for the Implementing Agency (IA)

    (vi)   Payment schedule

    (vii)   Financial bid and other formats in Appendix I, II & III.

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating the Bidder's suitability to become the implementation partner of the Purchaser.

(b) Draft Agreement and Non-Disclosure Agreement (NDA). (provided separately in Annexure I)

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

5. Background Information

The office of CGPDTM receives a large volume of queries over email because the information is not readily available and involves a lot of effort, which ultimately overburdens the officials at CGPDTM. It was envisaged to implement an AI enabled Chatbot solution which can answer queries of concerned entities/persons thereby reducing the workload and improving the overall efficiency of this process. Hence, implementation of Chatbot solution will take care of the queries without human intervention as far as possible.

NISG is assigned to implement the Chatbot solution for Office of CGPDTM, DPIIT. In this context, NISG is floating this tender to onboard a technology partner (Implementing Agency) for Chatbot development & implementation and maintenance & support.

5.1. Basic Information

(a) Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from reputed Information Technology (IT) companies/ systems implementation agencies ("Bidders") for the provision of Chatbot Development for Controller General of Patents Designs Trademark (CGPDTM) Office as described in Section 9 of this RFP, "Scope of Work".

(b) Any contract that may result from this procurement competition will be issued for a term of Fifteen (15) months ("the Term").

(c) The Purchaser reserves the right to extend the Term of project on mutually agreed terms.

(d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

5.2. Project Background

The processes involved in the issuance of Intellectual Property Rights consists of multiple sides. The information is not easily available as it is spread across the websites. The information seeker needs to navigate through a maze of information to get the piece s(he) seeks. This involves a lot of effort and time. Therefore, the information seekers prefer to send their queries over email. There is no mechanism which resolve queries instantly. As a result, the CGPDTM Office receives a significant number of queries and grievances over email daily. Analysis of the emails received show that:

(a) Most of the emails are queries and not grievances i.e., seeking information around the various processes in the Intellectual Property Ecosystem.

(b) The second most common submission is around the technical challenges around the current IT system. Issues related to DSC, e-sign, and payment have come up many times.

(c)   Another significant portion is regarding the status of the application.

Based on the volume and nature of queries and grievances received by the office over email, there is a need for a chatbot to address the queries and the recurring grievances without human intervention as far as possible.

5.3. About the Department

The Office of the Controller General of Patents, Designs and Trademarks (CGPDTM), a subordinate Office under DPIIT, carries out statutory functions related to Patents, Trademarks, Designs, Copyrights, Geographical Indications and Semiconductor Integrated Circuits Layout Designs. It functions out of offices situated in Delhi, Kolkata, Mumbai, Chennai and Ahmadabad while the central IP Training Academy is at Nagpur.

The Controller General supervises the working of the Patents Act, 1970, as amended, the Designs Act, 2000 and the Trademarks Act, 1999 and renders advice to the Government on matters relating to these subjects. To protect the Geographical Indications of goods a Geographical Indications Registry has been established in Chennai to administer the Geographical Indications of Goods (Registration and Protection) Act, 1999 under the CGPDTM.
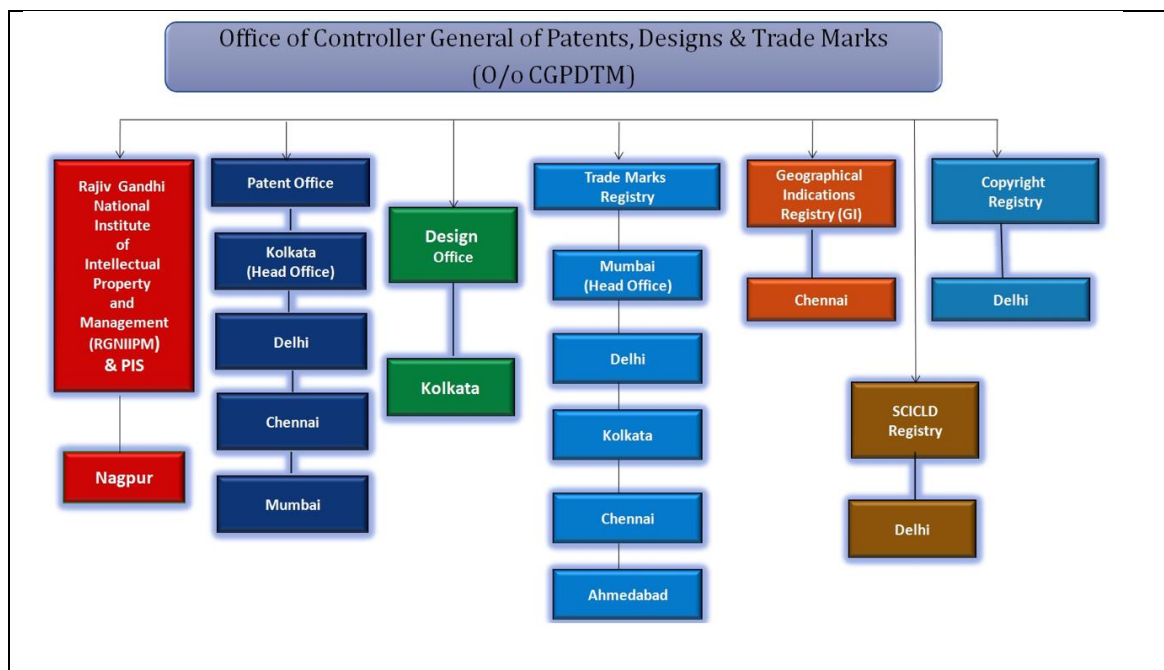
Figure 1: Organisation Structure of O/o CGPDTM.

6. Instructions to Bidders

6.1. General

(a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

(b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

(c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

(d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

(e) The Purchaser (NISG) reserves the right to extend the project on mutually agreed terms for a term acceptable to both parties.

6.2. Compliant Proposals / Completeness of Response

(a) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

(b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  (i) Include all documentation specified in this RFP;
  (ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP.
  (iii) Comply with all requirements as set out within this RFP.

6.3. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

(a) Prohibition of
  (i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  (ii) Any omission, or misrepresentation that may mislead or attempt to mislead so

that financial or other benefit may be obtained, or an obligation avoided.

    (iii)   Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

    (iv)   Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

    (v)   Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.

    (vi)   Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

    (vii)   Obstruction of any investigation or auditing of a procurement process.

    (viii)   Making false declaration or providing false information for participation in a tender process or to secure a contract;

(b) Disclosure of conflict of interest.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

6.4. Pre-Bid Meeting & Clarifications

6.4.1. Pre-bid Conference

(a) Purchaser shall hold a pre-bid meeting with the prospective Bidders as described in factsheet.

(b) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact at the specified time as mentioned in the factsheet.

(c) The queries should necessarily be submitted in the following format:

#	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			
4.			

(d) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

6.4.2. Responses to Pre-Bid Queries and Issue of Corrigendum

(a) The Nodal Officer notified by the Purchaser will endeavour to provide timely response

to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

(b) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

(c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the https://www.nisg.org/ .

(d) Any such corrigendum shall be deemed to be incorporated and becomes part of this RFP.

(e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

6.5. Key Instructions of the Bid

6.5.1. Right to Terminate the Process

(a) Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

(b) This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

6.5.2. Submission of Proposals

(a) Bidders should submit their responses as per the formats given in this RFP in the followingmanner:
   (i) Response to pre-qualification criterion:1 original hard copy in first envelope
   (ii) Technical Proposal - 1 original hard copy in second envelope.
   (iii) Financial Proposal - 1 original hard copy in third envelope
   (iv) The bidder shall submit the soft copies of pre-qualification evaluation documents and technical qualification documents only on the email address of the Nodal Officer mentioned.

(b) The Bidder's Proposal in response to pre-qualification, technical and Financial evaluation (as mentioned in previous paragraph) should be covered in separate sealed envelopes super- scribing "Pre-Qualification Proposal", "Technical Proposal" and "Financial Proposal" respectively.   Each copy of the Proposal should also be marked as Original.

(c) Please note that prices should not be indicated in the pre-qualification proposal or technical proposal but should only be indicated in the Financial proposal.

(d) The three envelopes containing copies of pre-qualification Proposal, technical

Proposal and Financial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for **Chatbot Development for CGPDTM Office**.

(e) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Proposal submission prescribed herein.

(f) All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

(g) The original Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.

(h) All pages of the bid shall be initialled and stamped by the authorised signatory of the Bidder.

(i) Soft copies of pre-qualification and technical qualification proposals shall be emailed to Nodal Officer, Shri Praveer Kumar (praveer.kumar@nisg.org). The Financial proposals shall only be submitted along with pre-qualification and technical qualification in the hard copy by post or in person.

(j) Bidder must ensure that the information furnished by him in soft copy is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the Purchaser in the contents of the soft copy and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

6.5.3. Bidder's Authorised Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal.

6.6. Preparation and Submission of Proposals

6.6.1. Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process. The purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.6.2. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidder. For purpose of Proposal evaluation,

the English translation shall govern.

6.6.3. Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the Purchaser at the address specified below:

Addressed To	Virendra Singh, Dy. Manager IT
Address	National Institute for Smart Government 5th Floor, Rear Wing, Mahanagar Door Sanchar Sadan 9, CGO Complex, Lodhi Road New Delhi, India – 110 003
Telephone	+91-011-2432-1445
Fax Nos.	+91-011-2432-1444
Email ids	virendra.singh@nisg.org
Last date & time of submission	21st June 2024 till 5 pm

6.6.4. Proposals Submitted after Designated Time of Submission

(a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

(b) The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

(c) The Purchaser reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

6.6.5. Evaluation Process

(a) The Purchaser will constitute a committee (Bid Committee) to evaluate the responses of the Bidders.

(b) The Bid Committee constituted by the Purchaser shall evaluate the responses to the RFP and examine all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.

(c) The decision of the Bid Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Committee.

(d) The Bid Committee may ask for meetings with the Bidders to seek clarifications on

their proposals.

(e) The Bid Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

(f) Each of the responses shall be evaluated as per the criterion and requirements specified in this RFP.

6.6.6. Proposal Opening

The Proposals submitted shall be opened by the Bid Committee or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal in person. The bidders may join virtually through a VC link shared by the purchaser.

6.6.7. Proposal Validity

The bid submitted by the Bidders should be valid for a minimum period of 90 days from the last date of submission of the Proposal.

6.6.8. Proposal Evaluation

(a) Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:

(i) submitted in manner not conforming with the manner specified in the RFP document.

(ii) received without the appropriate or power of attorney.

(iii) containing subjective/incomplete information

(iv) submitted without the documents requested in the RFP.

(v) non-compliant with any of the clauses stipulated in the RFP.

(vi) having lesser than the prescribed validity period.

(b) All responsive Bids will be considered for further processing as below.

(i) Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by Bid Committee according to the Evaluation Process defined in this RFP document. The decision of the Committee will be final in this regard.

7. Criteria for Evaluation

7.1. Pre-Qualification (PQ) Criteria

#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	Should be Company registered under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 or a partnership firm registered under the Indian Partnership Act, 1932 Registered with the Service Tax Authorities Should have been operating for the last three years.	- Certificates of Incorporation / Chain of Incorporation (in case of name change) - Registration Certificates
2.	Sales turnover in AI/ML based IT solution	Annual average sales turnover generated from services related to AI/ML based IT solution during the last five financial years i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20., should be at least Rs. 5 crores.	Certificate from the CA / Statutory Auditor
3.	Net worth	Net worth should be positive in each of the last five financial years i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20	Certificate from the CA / Statutory Auditor
4.	Technical Capability	Implementing Agency must have successfully completed / ongoing projects in the last five financial years i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20, at least: - One project of similar nature not less than INR. One (1) Crore value. OR - Two projects of similar nature not less than the amount equal to INR. Sixty (60) Lakhs value each. OR - Three projects of similar nature not less than the amount equal to INR. Forty (40) Lakhs value each. Note: Similar nature is defined as projects related to AI/ML based Chatbot Development.	Completion certificates from the client. OR Work order + Self certificate of completion (Certified by the Statutory Auditor) OR Work order + phase completion certificate from the client

#	Basic Requirement	Specific Requirements	Documents Required
5.	Certifications	The Bidder must have valid ISO 9001: 2008 certification; or at least CMMi Level 3 certification	Copy of certificate
6.	Blacklisting	The Bidder shall not be under a ban or blacklisted for any reason, by any Government entity in India as on last date of submission of the Bid.	Appendix – 1, Form 4 to be submitted and signed by authorized signatory of the Bidder.
7.	Manpower Strength	The Bidder should provide self- certification on company letter head that it has at least 5 resources on their payroll having Certification / Degree on AI/ML based Chatbot development.	Self-Certification by the authorized signatory as per Appendix-1, Form 5
8.	Compliance of Rule 144 (xi) of GFR	Undertaking of compliance of Rule 144 (xi) of GFR as per format provided at Appendix – 1, Form 3	Appendix – 1, Form 3 filled and signed by Authorized Signatory.

Bidders who meet the Pre-Qualification (PQ) Criteria would be considered as qualified to move to the next stage of Technical and Financial Qualification evaluations.

7.2. Technical Qualification (TQ) Criteria

Bidders, whose bids are responsive, and qualify the Pre- Qualification Criteria shall be eligible for evaluation of Technical Qualification Criteria. The TQ Criteria is as follows:

#	Basic Requirement	Specific Requirements	Marks	Documents Required
	COMPANY PROFILE		**20**	
1.	Average turnover from Chatbot Development including its Maintenance & Support Services in last five financial years i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20 should be at least 1 crore.	• Equal to INR. 1 Cr.: 4 marks • Greater than 1 Cr. and less than 3 Cr.: 8 marks • Greater than or equal to 3Cr. and less than 5 Cr.: 12 marks • Greater than or equal to 5Cr.: 20 marks	20	Certificate from the CA / Statutory Auditor
	RELEVANT STRENGTHS		**30**	
2.	Chatbot Development (including its Maintenance & Support Services) to be demonstrated in a minimum of 3 projects that have either been completed or an	Projects: • Less than 3 projects: 0 marks • Equal to 3 projects: 10	30	Completion Certificates from the client OR

#	Basic Requirement	Specific Requirements	Marks	Documents Required
	ongoing project where deliverable or milestone has been successfully met relevant to the experience. The work order should have been issued within the last 5 years, as on the last date of submission of bids.	marks • Equal to 4 projects: 15 marks • Equal to 5 projects: 20 marks • Equal to 6 projects: 25 marks • Greater than 6 projects: 30 Marks		Work Order + Self Certificate of Completion
	APPROACH & METHODOLOGY (As a part of Technical Presentation)		**40**	
3.	Proposed Solution: Demonstration of understanding of the Department's requirements	Qualitative assessment based on demonstration of understanding of the Department's requirements through providing: – Solution proposed and its components, – Technologies used, – Scale of implementation, – Learning on Issues – Challenges likely to be encountered – Mitigation proposed	20	Presentation / Demonstration
4.	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on – Understanding of the objectives of the assignment: The extent to which the Implementing Agency's approach and work plan respond to the objectives indicated in the Scope of Work – Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements	10	Presentation / Demonstration

#	Basic Requirement	Specific Requirements	Marks	Documents Required
		mentioned in the Scope of Work.		
5.	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies, and milestones	10	Presentation / Demonstration
	RESOURCE PROFILE		**10**	
6.	Resources having Certifications / Degree in AI/ML as per Appendix-1, Form 10.	• 5 Resources = 5 Marks • 5 to 10 Resources = 8 Marks • Greater than 10 Resources =10 Marks	10	Appendix-1, Form 10.

The Bidders who score 70% and above marks in Technical Qualification Criteria shall be declared technically qualified and Price Bids (Financial Bids) of such technically qualified Bidders shall further be opened.

7.3. Financial and Technical Bid Evaluation

(a) The Financial Bids of technically qualified Bidders shall be opened on the prescribed date inthe presence of Bidder representatives.

(b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

(c) Price Schedule-A of Form-2, Appendix-II shall be used for financial bid Evaluation. Price Schedule – B of Form-2, Appendix-II shall be used for price discovery for the number of queries above one (1) lakh.

(d) The evaluation of Financial Bids would be based on **QCBS Method (70:30 i.e. 70% weightage for Technical Score and 30% for Financial Score):**

The lowest financial offer will be awarded 100 points. The Price scores of other Bidders will be calculated as:

$F_n = (F_m / F_b) \times 100$

Where,

F_n = Normalized financial score of the bidder under consideration

F_b = Price quoted by the bidder under consideration

F_m = Lowest price quoted

Similarly, the highest technical marks scored by the bidder will be awarded 100 points. The technical scores of other Bidders will be calculated as:

$T_n = (T_s / T_h) \times 100$

Where,

T_n = Normalized Technical score of the bidder under consideration

T_s = stands for the technical score of the bidder under consideration

T_h = stands for Highest Technical Score

(e) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.

(f) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

(g) Any conditional bid would be rejected.

(h) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there isa discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

7.4. Combined and Final Evaluation

(a) The technical and financial scores secured by each Bidder will be added using weightage of 70% for technical criteria and 30% for financial criteria respectively to compute a Composite Bid Score.

(b) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.
The overall score will be calculated as follows: -

$B_n = 0.70 * T_n + 0.30 * F_n$

Where,

B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the Bidder

(c) In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

8. Appointment of Implementing Agency

8.1. Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the evaluation process outlined above.

8.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

8.3. Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

8.4. Purchaser Contract finalization and award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

On this basis, the contract agreement would be finalized for award & signing.

8.5. Signing of Contract

Subsequent to the declaration of successful bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications, Corrigendums and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

8.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event

Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

9. Scope of Work

The development of the Chatbot application requires a systematic approach to ensure timely achievement and success. The comprehensive details outline the critical stages in the lifecycle of chatbot development. The detail requirements are provided below covering the methodologies, best practices etc.

9.1. Requirement Gathering and Analysis

The initial phase in the chatbot development process requires a thorough understanding of the project's prerequisites and objectives. This stage is pivotal, as it lays the groundwork for the entire project. Key considerations during this phase include:

9.1.1. Industry Focus

Identifying the specific industry or sector (6 divisions of CGPDTM office) the chatbot will serve, understanding its nuances, challenges, and opportunities.

9.1.2. Historical Archiving

Analysing the requirement of historical data archiving with the time stamping and duration required.

9.1.3. Use Cases

Defining the primary functions and tasks that the chatbot will perform, such as, registrations, RTI, general queries or customer service inquiries.

9.1.4. Pain points and solutions

Recognizing the issues potential users face and how the chatbot will address these challenges effectively.

9.1.5. Platform Selection

The chatbot shall be deployed and run as an independent entity within the existing system of CGPDTM. User input shall be accepted in English and Hindi languages. Response of the chatbot should be dependent on the input language.

9.2. Specification Identification: Detailing Features and Functions

Following a detailed requirements analysis, the next step involves specifying the chatbot's features and functionalities. This requirement under this process includes:

9.2.1. Integration Requirements

Identifying necessary third-party integrations, such as application or payment transaction database, to enhance the chatbot's capabilities.

9.2.2. Technology Selection

Deciding between a Natural Language Processing (NLP) chatbot or a rule-based model, based on the complexity of interactions required.

9.2.3. Login Management

Planning for any guest/registered user login services needed for the chatbot's operation and user engagement.

9.2.4. Development Challenges

Collaborating with the development team to anticipate potential obstacles and planning strategies to overcome them.

9.3. Conversation Design: Crafting the User Interaction

At the heart of chatbot development is the design of the conversational interface. This stage shall focus on:

9.3.1. Interactive flow

Designing a conversational pathway that engages users, encourages interaction, and smoothly guides them towards achieving their goals without overwhelming or underwhelming them.

9.3.2. NLP Considerations

For chatbots utilizing NLP, ensuring the design accommodates a wide range of user inputs and can gracefully handle errors or unexpected queries.

9.3.3. User Engagement

Implementing strategies to keep the conversation engaging and relevant, ensuring users feel heard and valued.

9.4. Architecture and Bot Development: Building the Framework

With a solid conversational design in place, IA shall focus on constructing the chatbot's architecture. The requirement under this phase emphasizes:

9.4.1. Technical Blueprint

Creating a detailed plan for the chatbot's internal structure, including data management, processing flows, and integration points.

9.4.2. Development Best Practices

Employing robust coding standards, leveraging existing frameworks and libraries, and ensuring the chatbot's architecture is scalable and maintainable.

9.5. Testing: Ensuring Reliability and Performance

Testing is a critical step in the chatbot development lifecycle, involving:

9.5.1. Functional Testing

Verifying that all features work as intended and that the chatbot can handle designated tasks efficiently.

9.5.2. Conversational Testing

Assessing the chatbot's ability to engage in coherent and contextually appropriate conversations with users.

9.5.3. Integration Testing

Ensuring that all third-party integrations work seamlessly within the chatbot ecosystem.

9.5.4. User Acceptance Testing

Gathering feedback from end-users to identify areas for improvement and ensure the chatbot meets their expectations.

9.6. Deploy and Publish (Go Live): Launching Chatbot

Deployment involves making the chatbot accessible to users. Key steps include:

9.6.1. Hosting

Choosing a reliable hosting environment that ensures your chatbot is always available and responsive.

9.6.2. Platform Approval

Navigating the approval processes of messaging platforms, adhering to their guidelines and privacy policies.

9.6.3. Launch Preparation

Finalizing all necessary documentation, media, and support materials for Audit and then a successful launch.

9.7. Monitor and Observe: Post-Launch Supervision

Once live, continuous monitoring is essential to identify and address any issues that arise. This includes:

9.7.1. Performance Analysis

Tracking how well the chatbot handles real-world interactions and identifying areas for optimization.

9.7.2. User Feedback

Collecting and analysing user feedback to understand their needs and preferences better.

9.7.3. Iterative Improvement

Applying insights gained from monitoring and feedback to refine and enhance the chatbot's functionality and user experience.

9.7.4. Sentiment Analysis

User feedback is important. But user sentiment capture is equally important. Hence, a system development is required with sufficient analysis structure to improve the chatbot response and deliver close to accurate response to the user.

9.8. Analyse Response: Maximizing Engagement

Promotion is crucial to ensure our target audience knows about and engages with the chatbot. Effective strategies include usability, call to action and all places appearance. This phase also involves:

9.8.1. Visibility Enhancements

Implementing SEO strategies for chatbot discovery, utilizing online presence, and establishing partnerships for cross-promotion to maximize reach.

9.8.2. Engagement Tactics

Creating compelling content and interactive opportunities to encourage users to interact with the chatbot, thereby improving engagement rates.

9.8.3. Analytics and Measurement

Utilizing analytics tools to track key performance indicators (KPIs) such as user engagement rates, conversation completion rates, and user satisfaction etc. This data is critical for understanding the chatbot's impact and areas for improvement.

9.9. Continuous Improvement: Adapting and Evolving (Post Go Live/ Deployment Support)

The lifecycle of a chatbot doesn't end with Go Live/deployment. Continuous improvement is necessary to ensure the chatbot remains effective, relevant, and engaging over time. This ongoing process involves:

9.9.1. Updating Content and Functionality

Regularly (once a month) refreshing the chatbot's content and capabilities to reflect user feedback, technological advancements, and changes in user behaviour.

9.9.2. Technological Upgrades

Incorporating new technologies, such as advanced NLP techniques and AI-driven personalization, to enhance the chatbot's responsiveness and user experience.

9.9.3. Adapting to User Needs

Analysing user interactions and feedback continuously to identify trends and evolving needs, ensuring that chatbot remains a valuable and effective tool for its intended audience.

9.10. Ethical Considerations and User Privacy

In the development and operation of chatbots, ethical considerations and user privacy must be paramount. Developers and stakeholders should ensure:

9.10.1. Data Protection

Implementing stringent data protection measures to safeguard user information, complying with regulations such as GDPR 2018 and DPDPA 2023.

9.10.2. Transparency

Clearly communicating the chatbot's capabilities and limitations to users, ensuring they understand the nature of their interactions.

9.10.3. Ethical Use of AI

Ensuring the ethical application of AI and machine learning algorithms, avoiding biases, and ensuring fairness and inclusivity in interactions.

9.11. Data Gathering and Preparation for Chat Bot Training

Data preparation is a critical phase in training a chatbot, as the quality and organization of the data directly influence the bot's performance and ability to understand and respond to user queries accurately. The scope of data preparation for training a chatbot is a limited to converting from existing dataset to trainable and self-learning (by AI) dataset:

9.11.1. Data Collection

- **Gathering a Broad Dataset**

  Collect data from FAQs, *past query responses, policy and act* sources that reflect the range of interactions the chatbot is expected to handle.

- **Diversity and Volume**

  Ensure the dataset is diverse and voluminous to cover a wide range of conversational scenarios, including different ways users might phrase the same question.

9.11.2. Data Cleaning
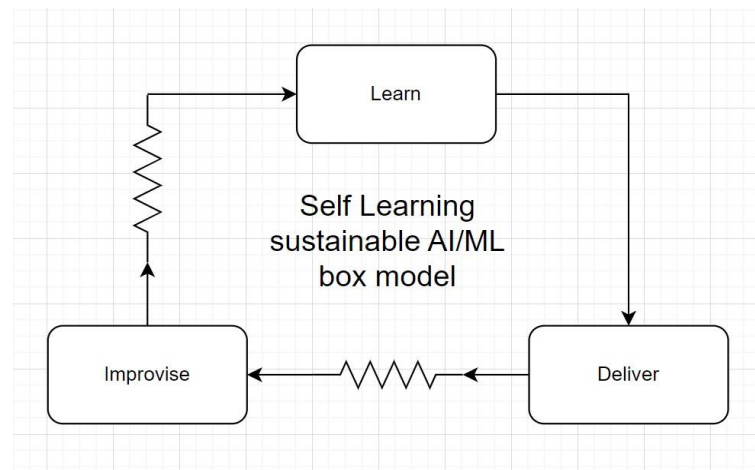
- **Removing Irrelevant Information**
  Eliminate irrelevant or sensitive information that does not contribute to the chatbot's learning.
- **Correcting Errors**
  Identify and correct errors in the data, such as typos, grammatical mistakes, and incorrect information, to prevent the chatbot from learning inaccuracies.

9.11.3. Data Annotation

- **Tagging and Categorization**
  Annotate the data with tags or categories that describe the context, intent, or emotion of each piece of information. This helps the chatbot understand the purpose behind a user's message.
- **Intent and Entity Recognition**
  Mark up data to identify intents (what the user wants to do) and entities (specific information within the message) to train the chatbot in recognizing these elements in user queries.

9.11.4. Data Augmentation

- **Synthesizing Data**

  Generate synthetic data or use data augmentation techniques to expand the dataset, especially in areas where the data may be sparse or lacking.

- **Paraphrasing and Variation**

  Create multiple variations of the same question or statement to teach the chatbot the different ways users might express the same intent.

9.11.5. Data Transformation

- **Normalization**
  Convert the data into a format that can be easily processed by the chatbot, such as lowercasing text, removing punctuation, or using tokens for specific entities.
- **Vectorization**
  Transform textual data into numerical form (e.g., through word embeddings) so it can be processed by machine learning algorithms.

9.11.6. Feature Engineering

- **Extracting Features**
  Identify and extract features from the data that are relevant to the chatbot's decision-making process, such as keywords, phrases, or patterns indicative of certain user intents.
- **Contextual Information**
  Include contextual features that may affect the interpretation of a message, such as the time of day or the user's previous interactions with the chatbot.

9.11.7. Data Splitting

- **Training, Validation, and Test Sets**

Divide the data into sets for training, validating, and testing the chatbot. This separation helps in evaluating the chatbot's performance and tuning its parameters without bias.

9.11.8. Privacy and Compliance

- **Anonymization**
  Remove or anonymize personal data to protect user privacy and ensure compliance with data protection laws, such as DPDP Bill, GDPR and CCPA.
- **Ethical Considerations**
  Ensure the data does not contain or perpetuate biases that could lead to unfair or discriminatory responses from the chatbot.
- **Compliance**

  The Chatbot Application shall adhere to all the applicable eGovernance norms issued by the Government of India.

9.11.9. Application Security Audit

- Post UAT, the application security audit shall be conducted by a CERT-IN empanelled vendor.
- The selection/hiring of the vendor shall be done by the IA.
- The IA shall ensure timely Security Audit of the application so that Go-Live can be done as per prescribed timeline.

9.12. Data Analytics and Dashboard

The Data Analytics Report will cover the below mentioned details on the monthly basis:
- Type of queries and information requested by the users.
- Monthly Message Volume
- Average Chat Duration
- Engagement Rate
- Goal Conversion Rate
- Missed Utterances

Dashboard: Dashboard covering all the above-mentioned details in the data analytics report should be available from the date of Go live.

9.13. Go-Live

Go-live is defined as a stage when the Chatbot Application under development is fully operational / live. Once the Purchaser is satisfied with the live Chatbot Application, the Purchaser, after getting approval from DPIIT, declares Go live. The Go live date would be the date of declaration of Go live.

10. Service Level Agreement

#	KPI	Description	Measurement
1.	Quality	Features without any quality defects	Zero P1 defects – Issues which are critical and that have immediate and direct usability impact
2.	Up-Time	"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.	Minimum 95 % uptime in a calendar month.
3.	Accuracy	The ability of the Chatbot Application to have minimal negative interactions and unanswered queries	Minimum 80% accuracy in a calendar month: **[100- {(Negative interactions + valid un-answered queries)/ Total interactions}]x 100**
4.	Response Time	The ability of the Chatbot Application to respond to the user queries.	Difference in the time between the enter button being clicked and its response page appearing completely.

Penalty for not meeting KPI:

If the Implementing Agency is unable to deliver any one of the KPIs, then the IA will be liable for penalty mentioned as below in Table (A) and Table (B) which shall be set off with future payments.

Table (A)

#	Penalty amount	No. of instances in a month wherein Up-Time is less than 95%	No. of Concurrent Transactions per second	Response Time
1.	2.5% of Monthly Instalment of Maintenance & Support Phase	1	14 to 16	> 4 sec & < 5 sec
2.	5% of Monthly Instalment of Maintenance & Support Phase	2	11 to 13	>= 5 sec & <= 6 sec
3.	7.5% of Monthly Instalment of Maintenance & Support Phase	More than 2	Below 11	Beyond 6 sec

Note: If all the KPIs are under breach in one (1) month, then it is considered as material breach and if the material breach is continued in the next month, then the NISG may consider termination of the contract.

Table (B)

#	Incident Type	Acknowledgment by IA	Resource Assignment by IA	Resolution by IA	No. of Defects in a month	Penalty amount
1.	P1	Within 1 business hours of receipt	Immediately after acknowledgment	Within 3 hours.	1	2.5% of Monthly Instalment of Maintenance & Support Phase
					2	5% of Monthly Instalment of Maintenance & Support Phase
					More than 2	7.5% of Monthly Instalment of Maintenance & Support Phase
2.	P2	Within 16 business hours of receipt	Within 2 business days of acknowledgment	Within 16 hours from the resource assignment	-	Nil

Type of Incident

The Company will use the following guidelines to define a type of incident or issue that is submitted for service resolution to the Implementing Agency:

1. P1 – Service Unusable
   Critical issues that have a direct and immediate usability impact. All Users are impacted.
2. P2 – Service Usable
   May cause some usability impact but not critical. some critical feature(s) are not working as expected 100+ users are impacted.

11. Third Party Audit and Certification

A CERT-IN empaneled 3rd Party Audit Agency (3PAA) shall be appointed by IA to review all aspects of the security of the project and certify compliance with RFP before the Chatbot Application is rolled out and declared "Go Live". The cost of 3PA shall be borne by the IA. The 3PAA shall certify the following aspects:

- **Security Review**

The Chatbot Application developed shall be audited by the 3PAA from a security and controls perspective. The following are the broad activities to be performed by the Agency as part of the Security Review. The security review shall subject the solution to the following activities.

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application / components / modules.
- Assessment of data encryption mechanisms implemented for the solution.
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc
- Application Security mechanisms should be accessed in compliance with the IT Act 2000,2008 Amendment and IT rules 2011, such that it maintains data/information Integrity,Confidentiality, Non-repudiation.
- Audit of Security mechanisms so that they are in compliance with the latest Guidelines byController of Certifying authority (CCA), IT Act, ISO 27001.

12. Payment Schedules

The payment schedule shall be as per below table:

#	Activity Phase	Deliverables (subject to acceptance by purchaser)	Payment Terms
1.	Project Kick-off, and Project Planning	• Project Plan Document	20 % of total cost of Solution Development and Deployment Phase
2.	Solution Development and Testing	• High Level Design • UAT Reports	40 % of total cost of Solution Development and Deployment Phase
3.	Third Party Security Audit and Go Live (Final Deployment)	• Audit Report • SOPs and User Manual	40 % of total cost of Solution Development and Deployment Phase
4.	Maintenance & Support including Cloud Hosting and API usage cost	Monthly Report covering issues resolved, bug fixes, SLA Report, Analytical Reports	In 12 Equal Monthly Instalment of Maintenance & Support Phase

Note:

1. The final payment will be adjusted as per the SLA penalties as defined in Section 10: Service Level Agreement (SLA) as and when applicable.
2. The payment for the last month of Maintenance & Support Phase will be based on completion of Exit Management.

13. Deliverables & Timelines

T0=Date of signing of contract

#	Project Activity	Deliverables	Timelines (from Signing of Contract)
1.	Project Kick-off & Planning	• Project Plan Document	T0+1 (1 Week)
2.	Requirement Gathering, Solution Development and Testing	• High Level Design • UAT Reports	T0+8 (7 Week)
3.	Third Party Security Audit	• Audit Report	T0+9 (1 Week)
4.	Go Live	• SOPs and User Manual	T0+10 (1 Week)
5.	Maintenance & Support including Cloud Hosting and API usage	Monthly Report covering: Issues resolved, bug fixes, SLA Report, Analytical Reports, Dashboard	12 months from the date of Go live

14. Exit Management

(a) An Exit Management Plan document should be submitted by the Implementing Agency (IA) in writing to the NISG within 30 days from the Effective Date of the Go Live, which shall deal with at least the following aspects of exit management in relation to the contract:

  (i) A detailed program of the transfer process that could be used in conjunction with a Replacement IA including details of the means to be used to ensure continuing provision of the services throughout the transfer process and of the management structure to be used during the transfer.

  (ii) Plans for provision of contingent support to NISG and its Replacement IA for a reasonable period after transfer.

(b) The last month of Service and Maintenance period shall be considered as the Exit Management period. In case if the project is extended for certain duration, then the Exit Management period shall be the last month of the extended term of the project.

(c) The Implementing Agency shall update the Exit Management Plan document regularly thereafter to ensure that it is kept relevant and up to date.

(d) Every updated Exit Management Plan shall be presented by the IA to and approved by the NISG.

(e) In the event of termination or expiry of the contract, each Party shall comply with the Exit Management Plan.

(f) During the exit management period, the IA shall use its best efforts to deliver the services as before the onset of exit management period.

(g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1:   Compliance Sheet for Pre-qualification Proposal
Form 2:   Particulars of the Bidder
Form 3:   Undertaking for Compliance of Rule144 (xi) of GFR
Form 4:   Undertaking on not being blacklisted.
Form 5:   Undertaking on company letter head that it has at least 5 resources on their payroll having Certification / Degree on AI/ML based Chatbot development.

Forms to be used in Technical Proposal

Form 6:   Letter of Proposal
Form 7:   Project Citation Format
Form 8:   Proposed Solution
Form 9:   Proposed Work Plan
Form 10:   Resource Credential

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

#	Basic Requirement	Required	Provided	Reference & Page Number
1.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
2.	Particulars of the Bidders	As per Form 2	Yes / No	
3.	Sales Turnover in Implementing Agency	Extracts from the audited Balance sheet and Profit & Loss. OR Certificate from the Statutory Auditor	Yes / No	
4.	Net Worth	Certificate from the Statutory Auditor	Yes / No	
5.	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
6.	Certifications	The Bidder must have valid ISO 9001: 2008 certification; or at least CMMi Level 3 certification	Yes / No	
7.	Blacklisting	A self-certified letter	Yes / No	
	Optional			
8.	Legal Entity	Copy of Certificate of Incorporation; and Copy of Service Tax Registration Certificate	Yes / No	
9.	Manpower Strength	Self-Certification by the authorized signatory	Yes / No	

Form 2: Particulars of the Bidder

#	Name and address of the bidding Company	Details to be Furnished
1.	Incorporation status of the firm (public limited / private limited, etc.)	
2.	Year of Establishment	
3.	Date of registration	
4.	ROC Reference No.	
5.	Details of company registration	
6.	Details of registration with appropriate authorities for Goods & Service Tax	
7.	Name, Address, email, Phone nos.and Mobile number of Contact Person	

Form 3: Undertaking for Compliance of Rule144 (xi) of GFR

(Company letter head)

To,   [Date]

<< Authorised Officer, Dept, Address>>

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form 4: Undertaking on not being Blacklisted

(To be submitted on the Letterhead of the Bidder)

(Place)   (Date)

<< >>

Sub: Undertaking on not being blacklisted

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any State Government, Central Government or any other public sector undertaking or a corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

It is hereby confirmed that we are entitled to act on behalf of our company/corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature:
Name and Title of Signatory:
Name of Firm:
Seal/Stamp of Bidder

Form 5: Undertaking on having at least 5 resources on their payroll having Certification / Degree on AI/ML based Chatbot development.

(To be submitted on the Letterhead of the Bidder)

(Place)   (Date)
<< >>

Sub: Having at least 5 resources having Certification / Degree on AI/ML based Chatbot development

Dear Sir,

We confirm that our company has at least 5 resources having Certification / Degree on AI/ML based Chatbot development as on Bid submission date.

Signature:
Name and Title of Signatory:
Name of Firm:
Seal/Stamp of Bidder

Form 6: Letter of Proposal

To:

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical Bid and the Financial Bid sealed on the <URL *of eProcurement portal*> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any

Proposal you receive. Yours sincerely,
Authorized   Signature   [*In   full   and   initials*]:

Name and Title of Signatory: _____
Name of Firm: _____
Address: _____ Location: _____ Date: __

Form 7: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Form 8: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal.

Youare suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version &Year of Release	OEM	Features & Functionalities	O&M Support (Warranty /ATS as required asper RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

Form 9: Proposed Work Plan

#	Activity	Calendar Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1.														
2.														
3.														
4.														
5.														
6.														
7.														

Form 10: Resource Credential

Form 10 to be submitted on letter head of the bidder duly signed by the Authorised signatory.

#	Name of Resources	Certifications/ Degree	Year of obtaining Certification / Degree
1.			
2.			

3.			
4.			
5.			
6.			

Appendix II: Financial Proposal Template

Form 1: Covering Letter

To: <Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Pre-Qualification, Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

1) PRICE AND VALIDITY
- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2) UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4) QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Section No 9. Detail prices are indicated Financial Bid attached with our Tender as part of the Tender.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

Form 2: Financial Proposal

Name of Work: < Enter Name of the Work >

Name of the Bidder/ Bidding Firm / Company-

#	Item Description	Amount	GST Rate	Total Amount
PRICE SCHEDULE - A RATES ARE TO BE GIVEN IN RUPEES (INR) ONLY				
1.	Development and deployment of AI based Virtual Assistant (Chatbot)			
2.	Maintenance & Support including Query limit up to one (1) lakh per month, Cloud Hosting cost for 12 months			
	Total Amount <<in words>>			< Total in INR >

Note: Only Price Schedule-A shall be used for Financial Bid Evaluation. Price Schedule – B shall be used for price discovery for the number of queries above one (1) lakh.

#	Queries Above 1 Lakh per Month	Amount	GST Rate	Total Amount (in INR)	Total Amount (in words)
PRICE SCHEDULE - B: FOR RATE PER QUERY ABOVE ONE (1) LAKH QUERIES RATES ARE TO BE GIVEN IN RUPEES (INR) ONLY					
1.	1 to 2 Lakhs				
2.	Above 2 lakhs and upto 4 lakhs				
3.	Above 4 lakhs				

Appendix III: Template for Change Control

Form 1: Change Control Notice (CCN) Format

This format is to be used if there is any change in scope of work:

Change Control Note		CCN Number:	
Part A: Initiation			
Title:			
Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments asA1, A2, and A3 etc.)			
Authorized by :	Date:		
Name:			
Signature: Received by the IA	Date:		
Name:			
Signature:			

Change Control Note		CCN Number:	
Part B : Evaluation			
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, documentation, training, service levelsand component working arrangements and any other contractual issue.			
Brief Description of Solution:			
Impact:			
Deliverables:			

Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the ImplementationAgency (IA)	**Date:**
Name:	
Signature:	

Appendix-IV: Draft Contract & NDA

A: Draft Contract

Agreement between <<Name of the successful bidder>> **and National Institute for Smart Government (NISG) for Implementation and Service & Maintenance of Chatbot solution for the office of CGPDTM.**

This agreement (hereinafter referred to as "**Agreement**") is made on this _____day of ____ _____2024 (hereinafter referred to as "**Effective Date**")

BETWEEN

National Institute for Smart Government (NISG), a company registered under Section 8 of the Companies Act 2013 (incorporated under Section 25 of the Companies Act 1956), having its Corporate Office at 5th Floor, Rear Wing, Mahanagar Door Sanchar Sadan , 9 CGO Complex, New Delhi, India - 110003, (hereinafter referred to as "**NISG**", which expression hereof includes its successors, administrators, and assigns), through its authorized signatory Shri Manish Kumar, Sr. General Manager, who is duly authorized to sign and execute this Agreement, known as **First Party**.

AND

<<Name of the successful bidder>> **having its registered Office at <<Address>> (hereinafter called as Agency)** and the terms "Agency" shall mean and include its heirs, administrators, executors and assigns through its authorized signatory << Name & Designation>>, who is duly authorized to sign and execute this Agreement, known as **Second Party.**

Both NISG and Agency are hereinafter collectively referred to as **"Parties"** and individually as **"Party."**

 WITNESSETH:

a. WHEREAS the NISG has accepted the proposal submitted by the Agency with the reference to the RFP <<Title of the RFP>>published dated <<Date of publishing>> and is keen to provide Implementation and Service & Maintenance of Chatbot Solution to the NISG.

b. WHEREAS the NISG is desirous of engaging the Agency for Chatbot Solution Implementation and Service & Maintenance (hereinafter called "**Services**" as described in Clause 3 of this Agreement).

c. WHEREAS Agency has agreed to render such Services.

NOW THEREFORE BOTH THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER:

1 Definitions:

1.1 **"Agreement"** shall mean this Agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein.

1.2 **"Confidential Information"** shall have a meaning as ascribed in Clause 7 of this Agreement.

1.3 **"Effective Date"** shall mean the date on which the parties sign this Agreement.

1.4 **"Force Majeure"** for the purpose of this Agreement, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the Parties and not involving the Parties' fault or negligence. Such events may include acts of the Government/ Government of India in its sovereign capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, pandemics, quarantine, restrictions, freight, embargoes, radioactivity, earthquakes, or any other act of God.

1.5 **"Work Order"** shall refer to the work order issued by the NISG.

1.6 **"Month"** shall mean English calendar month.

1.7 **"Project"** shall mean Implementation of Chatbot Solution and Service & Maintenance

1.8 **"Proposal"** shall mean the proposal submitted by the Agency in response to the RFP.

1.9 **"Resource(s)"** shall mean the personnel deployed by the Agency under this Agreement, in accordance with **Annexure I** of this Agreement.

1.10 **"Resource Base Location"** shall refer to and mean such location where Resources have been deployed as provided in **Annexure I** of this Agreement.

1.11 "**Services**" shall mean the services to be provided by Agency as mentioned in Clause 3 of this Agreement.

1.12 **"Term"** shall have a meaning as ascribed in Clause 2 of this Agreement.

2 Term:

2.1 This Agreement shall be valid for a period as mentioned in the RFP and further extension on mutual agreeable terms and conditions.

2.2 Unless extended based on mutually agreed terms and conditions between the Parties as per terms of clause 2.1, this Agreement shall expire at the end of the initial term.

3 Scope of Work ("Services"):

3.1 The NISG hereby appoints and engages <<Name of Agency>> for carrying out the Services as detailed in Scope of Work section of **RFP** and Agency shall accordingly perform such Services as Annexure I of this contract.

3.2 Primary mode of communication between NISG and Agency shall be through email, unless otherwise agreed mutually. Similarly, primary mode of document sharing including deliverables shall be in soft copy, unless otherwise agreed mutually.

4   Terms of Payment:

In consideration of the Services and subject to the provisions of this Agreement, NISG shall pay the Agency an amount as per the **Payment Terms** mentioned in Annexure II of this contract for the Services rendered under this Agreement.

5   Role and Responsibilities:

The roles and responsibilities of the NISG and Agency shall be as per RFP.

6   Force Majeure:

6.1 Agency shall not be liable if the delay in the discharge of its obligations under this Agreement in the result of an event of Force Majeure as defined in sub section 1.4 of Clause 1 of this Agreement. The Agency shall continue to perform its obligations under this Agreement, as far as it is reasonably practical.

6.2 The failure of a Party to fulfil any of its obligations hereunder shall not be considered as a breach or default under this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care and reasonable alternative measures all with the objective of carrying out the terms and conditions of this Agreement.

6.3 Measures to be taken in case of Force Majeure:

i. A Party affected by an event of Force Majeure shall take all reasonable measure to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

ii. A Party affected by an event of Force Majeure shall notify the other Party in writing of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

7   Confidentiality:

7.1 Each Party acknowledges that in the course of the performance of this Agreement it may be provided or otherwise be given access to information, whether orally, visually, or in tangible form, that is proprietary and confidential to the other Party ("**Confidential Information**"). Such information can include any business, technical or financial

information, all correspondence and documentation etc. exchanged between the Parties in relation to the Services as under this Agreement and disclosed only to their respective officers or members on a need-to-know basis.

7.2 The Party receiving such information ("**Receiving Party**") from the other Party shall not use such information other than to perform its obligations hereunder and shall take all possible measures to safeguard such information and prevent its unauthorized disclosure to any third party.

7.3 Either Party shall not be liable for breach of confidentiality with respect to such information that is already available in the public domain, prior to entering into this Agreement, and for such information that has entered into the domain due to no fault or negligence on the part of either Party.

7.4 Confidential Information excludes any such information which is lawfully acquired by Receiving Party without the confidentiality obligations; or was known to Receiving Party without breach hereof; or was or is independently developed by Receiving Party; or is required to be disclosed by governmental or judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.

7.5 An NDA shall be signed between << Name of successful bidder >> and NISG.

8   Intellectual Property Rights:

8.1 All documents submitted by the Agency in the performance of the Services shall become and remain the property of the NISG/DPIIT.

8.2 Neither Party shall by virtue of this Agreement gain any right to intellectual property of the other Party. By entering into this Agreement, Parties hereto agree not to use other Party's intellectual property without its prior written consent.

8.3 "Chatbot Application" means the software designed, developed, tested and deployed by the Implementation Agency for the purposes of rendering the services to the stakeholders of the project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the project including the improvements and enhancements effected during the term of the project, customization applied to third party products, proprietary software components and tools of the Implementation Agency, and which, i.e., the Chatbot Application Software, shall be solely owned by the NISG/DPIIT.

9   Communication of Notice:

9.1 Any notice under this Agreement shall be in writing and shall either be delivered personally or sent by registered post or electronic mail in permanent written form. Either Party may change its address for notification purposes by giving the other Party written

notice of the new address and the date upon which such new address will become effective.

9.2 The addresses and members for service of notice shall be given to the Parties at their respective addresses set forth below:

<<Name of successful bidder>>:

<<Name and Designation>>

<<Address>>

NISG:

> The Chief Executive Officer (CEO)
>
> National Institute for Smart Government
>
> 5th Floor, Rear Wing, Mahanagar Door Sanchar Sadan 9, CGO Complex, New Delhi -110003
>
> **Email**: ceo@nisg.org

9.3 Notices shall be effective when notices are delivered to the other Party.

10 Indemnity:

Either Party shall indemnify and hold harmless the other Party for all losses incurred in connection with any third-party claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such defaulting Party.

11 Limitation of Liability:

It is mutually agreed that in case of any acts of omission/commission/fraud attributable to and/or committed by the Resource(s) deployed/ deputed with the Client location, NISG and <<Name of Agency>> shall mutually find a solution for the same.

In no event shall either of the Parties to this Agreement be liable to each other for consequential, indirect, special, incidental, or punitive loss, damage, or expense (including without limitation, loss of profits, loss of contracts, loss and corruption of data, loss, or damage to the reputation and/ or goodwill, opportunity costs, etc.) even if the Parties have been advised of their possible existence.

12 Completeness and Accuracy:

NISG and the Agency, recognizes that work to be performed is based on information, materials and instructions supplied by each other and undertakes that any information,

materials and/ or instructions provided will be accurate, complete and in no way misleading. NISG and Agency shall indemnify each other against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims judgments, including, reasonable attorney's fees incurred or suffered in relation to the said information and/ or materials and/ or instructions supplied by the DPIIT & NISG.

13 Jurisdiction:

This Agreement shall be governed by and construed by in accordance with the laws of India and the Courts of New Delhi shall have jurisdiction.

14 Dispute Resolution between NISG and Agency:

14.1 Informal dispute resolution: The Parties agree to attempt to resolve all disputes arising under this Agreement, equitably, in good faith and using their best endeavours. To this end, the Parties agree to provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate discussions between them or their authorized officers.

14.2 Any dispute or difference arising out of or in connection with this Agreement which cannot be settled amicably or through bilateral discussions, shall be referred to arbitration. The Parties shall mutually appoint an arbitrator for settlement of any dispute and difference of any kind whatsoever arising out of or in connection with this Agreement, whether during the progress of this Agreement or after completion. In case parties may not mutually agree on appointment of an arbitrator, such disputes, whether during the progress of this Agreement or after completion, shall be referred to the arbitrator appointed by the <<Agency>> & CEO NISG. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 and its subsequent amendments.

The arbitration shall be conducted in the English language and be held at New Delhi. The award of the arbitrator shall be final, conclusive, and binding upon the Parties. Pending the submission of a difference to the arbitrator and thereafter until the final decision of the arbitrator, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision.

15 Miscellaneous Provisions:

15.1   Affirmation:

The Parties declare and affirm that neither Party nor its directors, employees, any of its agents have paid nor have undertaken to pay and that in the future not pay any unlawful commission, bribe, pay off, kick-backs that it has not in any other way or manner paid any sums whether in Indian currency or foreign currency and whether in India or abroad, or in any other manner given or offered to give any gifts and presents in India or abroad to any

person, to company, to procure this Agreement. The Parties undertake not to engage in any of the said or similar acts during the Term of and relative to this Agreement.

15.2   **Third Party:**

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or any liability to, any person not a party to this Agreement.

15.3   **Provision for Modification(s):**

The Parties agree to make suitable amendments, and modifications to this Agreement by mutual agreement with prior consultation in writing as per necessity, provided that no modification, amendment, or variation of any provision of this Agreement, which would result in financial implications, shall be effective unless the same has been approved in writing through an addendum signed by authorized signatories of both the Parties. Any reference to this Agreement shall be construed as a reference to such agreement, as the same may from time to time be amended, varied, modified, supplemented.

15.4   **Severability and Renegotiation:**

Should any provision of this Agreement for any reason be declared invalid or un-enforceable by an order of any court of competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions, while remaining provisions shall remain in full force and effect as if this Agreement has been executed with the invalid or unenforceable provisions hereof eliminated. In the event any such provision of the Agreement is so declared invalid or unenforceable, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or unenforceability and to restore this Agreement as near as possible to its original intent and effect.

The Purchaser (NISG) reserves the right to extend the project on mutually agreed terms for a term acceptable to both parties.

15.5   **Relationship between the Parties:**

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party save as expressly provided herein.

15.6   **Survival:**

All provisions of this Agreement, which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination.

15.7   **No Waiver:**

No failure by either Party to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor shall any single or partial exercise of

any rights, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

15.8 Entire Agreement:

This Agreement contains the entire agreement between the Agency and NISG with respect to its subject matter and supersedes all previous agreement, understanding and consents between the Parties (whether oral or in writing).

16 Termination:

NISG may terminate this Agreement in case of occurrence of any of the events specified in paragraphs (a) to (c) of this clause. In such an occurrence NISG shall give a not less than fifteen (15) days written notice of termination to the Agency:

a. If, because of Force Majeure, Agency is unable to perform the Services for a period not less than thirty (30) days.

b. If Agency is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the NISG may have subsequently approved in writing) following the receipt by Agency of NISG's notice specifying such breach.

c. If NISG, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement, in that case it may be done after making payments to the Agency for the Services actually rendered for carrying out the work till the date of termination and Agency shall return to NISG such assets or part thereof as gathered by the Resources under this Agreement prior to the date of such termination. The total amount, if any, paid to the Agency but unutilized at the time of such termination, shall be returned by the Agency to the NISG.

Agency may terminate this Agreement in case of occurrence of any of the events specified in paragraphs (a) to (d) of this clause. In such an occurrence Agency shall give a not less than thirty (30) days written notice of termination to the NISG:

a. If as a result of Force Majeure, Agency is unable to perform the Services for the period of not less than thirty (30) days.
b. If NISG is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty (60) days (or such longer period as Agency may have subsequently approved in writing) following the receipt by NISG of Agency's notice specifying such breach.
c. NISG fails to pay any money due to Agency pursuant to this Agreement and not subject to dispute within sixty (60) days after receiving written notice from Agency that such payment is overdue.

d. If Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement, in that case the Agency shall return to the NISG such assets or part thereof as gathered by the Resources under this Agreement prior to the date of such termination. The total amount of advance, if any, paid to the Agency but unutilized at the time of such termination, shall be returned by the Agency to the NISG.

17 Resource(s) deployed for the Project:

During the period of Implementation of Project, the deployment of Resource(s) would be the responsibility of the Agency.

The Agency shall, subject to the terms of this Agreement, be responsible for timely implementation of the project.

17.1 **Performance**:

NISG may periodically review and provide feedback to Agency about the status of the project.

17.2 **Replacement**:

For any request for replacement of the Resource(s) due to non-performance NISG shall share the performance details with Agency for a joint review. In case after a joint review, it is decided to replace the resource(s), Agency shall accordingly process such agreed replacement request within a reasonable time, ordinarily not exceeding 7days .

IN WITNESS WHEREOF, the Parties hereto agree to be bound by the terms and conditions of this Agreement and have signed it through their authorized representative on this _____ day of _____ 2024.

For Agency   **For and on behalf of NISG**

Name: <<>>   Name:

Designation: <<>>   Designation: Sr. General Manager-Consulting

Date: Date:

Place: New Delhi   Place: New Delhi

Witnessed by: **Witnessed by:**

1.   1.

2.   2.

Encl: 1) Copy of the RFP

       2) Copy of the BID (Proposal)

Annexure I: Scope of Work ("Services")

1.   Scope of our work

NISG shall hire a Technology Partner through a competitive bidding process as per the process of NISG.

The scope of Agency's Implementation and Maintenance & Support Services for Chatbot Solution is for the Office of Controller General of Patent, Design and Trademarks (CGPDTM) for the project covering Requirement Gathering Phase, Development & Deployment Phase and Operations and Maintenance & Support Phase.

Scope of Work of Agency shall be as per section 9 of this RFP.

Annexure II: Payment Terms

Payment Terms: Total professional fee, exclusive of GST, or any other applicable taxes and Travel Cost for this assignment shall be **Rs. <<XXXXX>> <<Amount in words>>.**

Terms of the Payment:

T0=Date of signing of contract

| #	Activity Phase	Deliverables (subject to acceptance by purchaser)	Payment Terms
1.	Project Kick-off, and Project Planning	• Project Plan Document	20 % of total cost of Solution Development and Deployment Phase
2.	Solution Development and Testing	• High Level Design • UAT Reports	40 % of total cost of Solution Development and Deployment Phase
3.	Third Party Security Audit and Go Live (Final Deployment)	• Audit Report • SOPs and User Manual	40 % of total cost of Solution Development and Deployment Phase
4.	Maintenance & Support including Cloud Hosting and API usage cost	Monthly Report covering issues resolved, bug fixes, SLA Report, Analytical Reports	In 12 Equal Monthly Instalment of Maintenance & Support Phase

Annexure III: Timeline

Timelines and Deliverables:

T0=Date of signing of Contract

#	Project Activity	Deliverables	Timelines (from Signing of Contract)
1.	Project Kick-off & Planning	• Project Plan Document	T0+1 (1 Week)
2.	Requirement Gathering, Solution Development and Testing	• High Level Design • UAT Reports	T0+8 (7 Week)
3.	Third Party Security Audit	• Audit Report	T0+9 (1 Week)
4.	Go Live	• SOPs and User Manual	T0+10 (1 Week)
5.	Maintenance & Support including Cloud Hosting and API usage	Monthly Report covering: Issues resolved, bug fixes, SLA Report, Analytical Reports, Dashboard	12 months from the date of Go live

B: Non-Disclosure Agreement (NDA)

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN -- having its office at -- India hereinafter referred to as 'Purchaser' or '---------', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or limited liability partnership (LLP) under LLP Act, 2008 or Indian Partnership Act 1932, having its registered office at <***> (hereinafter referred to as 'the Implementation Agency/IA' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS, the agency is aware that, the 'Confidential Information is:

1.   SCOPE OF THE AGREEMENT

a)   all confidential and proprietary information disclosed by NISG/DPIIT to us and other information which NISG identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed by NISG for and during the Chatbot Development Project, which NISG considers proprietary or confidential.

b)   Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means.

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Provider's grant to the agency of specific access to Provider's confidential information, the agency do hereby agrees to all of the conditions mentioned herein below:

2.   OBLIGATIONS OF THE RECEIVING PARTY

In light of the above, IT IS HEREBY AGREED that the Agency shall:

a) Use the Confidential Information only for the Chatbot Development Project and shall hold the Confidential Information in confidence using the same degree of care as we normally exercise to protect our own proprietary information, taking into account the nature of the Confidential Information.

b) Grant access to Confidential Information only to our employees on a "need to know basis" and restrict such access as and when not necessary for the said Project.

c) Cause its employees to comply with the provisions of this Undertaking.

d) Reproduce Confidential Information only to the extent essential for the Chatbot Development Project.

e) Prevent disclosure of Confidential Information to third parties.

f) Disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, it agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The agency, upon making a disclosure under this Clause shall advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

g) Upon NISG's request, either return to NISG all Confidential Information or shall certify to NISG that all media containing Confidential Information have been destroyed.

h) Not remove any of the NISG/DPIIT's Confidential Information from the premises of NISG/DPIIT without prior written approval.

i) Exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with NISG's prior written approval, from NISG's premises. The Agency agrees to comply with any and all terms and conditions NISG may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

j) Upon NISG's request, promptly return to the NISG all tangible items containing or consisting of NISG's Confidential Information all copies thereof.

3.   EXCEPTIONS TO CONFIDENTIAL INFORMATION

The Agency is aware that, the foregoing restrictions on its use or disclosure of Confidential Information shall not apply to the Confidential Information that the Agency can demonstrate that such Confidential Information:

a) Has become generally available to the public without breach of our confidentiality obligations; or

b) Is the subject of a subpoena or other legal or administrative demand for disclosure; or

c) Is disclosed with the prior consent of NISG;

The aforesaid obligations and other conditions mentioned in the agreement shall survive the completion or cancellation of the Bidding process.

4.   OWNERSHIP OF THE CONFIDENTIAL INFORMATION

a) The Agency recognizes and agrees that all of the NISG/DPIIT's Confidential Information is owned solely by NISG/DPIIT, and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

b) By disclosing the Confidential Information, NISG does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. NISG disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

c) In the event that the agency hereto becomes legally compelled to disclose any confidential information, the agency shall give sufficient notice to the Provider to enable the Provider to prevent or minimize to the extent possible, such disclosure and shall bear all the cost and consequences arising thereof.

d) This Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, subcontractors, successors and assigns.

e) This Agreement shall be governed by and construed in accordance with the Indian laws.

f) Notwithstanding the submission of this Agreement, in case, the Agency is selected as the Implementing Agency (IA) for Chatbot Development Project, Agency shall enter into a Non-Disclosure Agreement (NDA) with NISG.

On behalf of [name of the company]

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Agency:

---------------- **END OF DOCUMENT** ----------------