



Tender for providing software for Anti-Corruption Action Line

Reference number: DGRPG/AntiCorruption/2022/2

Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

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1. Notice inviting tender

Government of Punjab

Tender Reference Number: DGRPG/AntiCorruption/2022/2

Department of Governance Reforms and Public Grievances (DGRPG) invites online bids for the appointment of Service Provider for implementation of Software solution for Anti-Corruption Action Line including WhatsApp Chatbot.

The closing date and time is 16/12/2022, 03:00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2. Document control sheet

SN	Particulars	Details
1.	Document reference number	DGRPG/AntiCorruption/2022/2
2.	Date & time for the start of sale of e-tender	21/11/2022, 05:00 PM
3.	Date and time for submission of queries through email	30/11/2022, 03:00 PM
4.	Date and time for pre-bid meeting	01/12/2022, 02:00 PM Note: Bidders may join physically as well as through VC link: https://meet.google.com/zkr-khjx-ygc
5.	Date and time for submission of bids	16/12/2022, 03:00 PM
6.	Date and time of opening of pre-qualification bids	19/12/2022, 11:00 AM
7.	Date of opening of Technical / Financial bids	To be intimated later
8.	Address for communication and venue for pre-bid meeting	Department of Governance Reforms and Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 160071
9.	Cost of tender document & mode of payment	Rs. 1,500/- (Rs. One Thousand Five Hundred Only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode	Rs. 1,00,000/- (Rs. One Lakh Only)
11.	Contact details	Mr. Nitish Goyal, AGM Mobile : +91 7838096293 Email: nitish.goyal@punjab.gov.in
12.	Website for reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/
14.	Method of Selection	QCBS (70:30)

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

3. Definitions

- 3.1. Unless the context otherwise requires, the following terms whenever used in this Tender and contract have the following meanings:
- 3.1.1. “Bid” means proposals submitted by bidders in response to this Tender.
 - 3.1.2. “Bidder” means the company / firm / entity who submits a bid in response to this Tender.
 - 3.1.3. “Committee” means the committee constituted by the “Client” for evaluation of bids.
 - 3.1.4. “Complete solution” means WhatsApp chatbot for registering complaints and software for processing the complaints.
 - 3.1.5. “Contract” refers to the contract entered between the Client and the Service Provider.
 - 3.1.6. “Client” refers to DGRPG / Vigilance Bureau, Govt. of Punjab.
 - 3.1.7. “DGRPG” means Department of Governance Reforms and Public Grievances, Punjab.
 - 3.1.8. “Go-Live” means when the code is moved from the test environment to the production environment for use by the citizens. At the time of the Go-Live, the complete solution is officially and formally available to citizens who can then initiate registration of complaints / requests using the ChatBot and to the Vigilance Bureau office for processing of these complaints.
 - 3.1.9. “IPR” means “Intellectual Property Rights”.
 - 3.1.10. “MAF” means “Manufacturer Authorization Form”.
 - 3.1.11. “PBG” means “Performance Bank Guarantee”.
 - 3.1.12. “PGRS” means “Public Grievance Redressal System” application managed by the Client.
 - 3.1.13. “Service Provider” means the firm / company / business entity, selected through competitive tendering process in pursuance of this Tender, for providing WhatsApp Chatbot services and software to the Client under the contract.

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- 3.1.14. “Similar work” refers to work done w.r.t. Development, operations and maintenance of software.
- 3.1.15. “SLA” refers to “Service Level Agreement”.

4. Introduction

- 4.1. Department of Governance Reforms and Public Grievances, Punjab administers the implementation of e-Governance projects for the overall benefits of the citizens and public by setting up the necessary administrative, financial, legal & technical framework, implementation mechanism and resources in the State of Punjab.
- 4.2. **WhatsApp Anti-Corruption Action Line** is a **toll-free WhatsApp number (9501200200)** that was made available to the citizens of Punjab wherein they can register corruption complaints by sending any audio or video recording of transaction or conversation involving demand of illegal gratification by public servants for getting official work done. This helpline has been running successfully since its launch on 23rd March, 2022. A software solution is already in place for processing these corruption complaints registered through WhatsApp Chatbot.
- 4.3. Through this tender, the Client invites bids from the bidders for developing a fresh Software solution including WhatsApp Chatbot for Anti-Corruption Action Line and also, for migrating the existing database to the new solution.

5. Instructions to bidders

5.1. Eligibility / pre-qualification criteria

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

5.1.2. The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1.	Bidder should be either: <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2.	The bidder should be in operation for at least the last five years as on 31.10.2022 and should have successfully completed "Similar Work" in government / large private organizations during the last five years ending 31.10.2022 as per following details:- <ul style="list-style-type: none"> A. One similar work costing not less than the amount equal to Rs. 45 lakh. OR B. Two similar works each costing not less than the amount equal to Rs. 35 lakh each. OR 	Work orders / invoices along with the completion certificate / satisfactory client certificate / invoice payment proof confirming year, cost and area of activity. Work orders (which are in progress) in which minimum 6 months have been completed will also be considered. Any other relevant documents for costing of each similar work may also be accepted.

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SN	Eligibility Criteria	Supporting documents
	C. Three similar works costing not less than the amount equal to Rs. 25 lakh each.	Note: In case the bidder has provided other goods or services along with the similar work, then the cost of similar work done shall be clearly mentioned in the work order / completion certificate failing which such proofs may not be accepted.
3.	The bidder should have a minimum annual average turnover of Rs. 2.5 crores in any of the following three financial years (for which the bidder's accounts have been audited): a) FYs 2018-2019, 2019-2020 and 2020-2021 OR b) FYs 2019-2020, 2020-2021 and 2021-2022.	Audited Financial Statements OR Certificate from statutory auditors clearly certifying the turnover requirements
4.	The bidder should be profitable and net worth should be positive in at least two of the last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022.	The complete set of audited Financial Statement to be submitted or CA Certificate for Net Worth
5.	The bidder shall submit the undertaking that the bidder :- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. B. Has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. C. And their directors, partners and officers have not been convicted of any criminal offense related to	Self-Certified letter

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SN	Eligibility Criteria	Supporting documents
	their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.	
6.	The bidder should have a valid GST registration certificate and PAN in the name of the bidder.	Self-certified copy of relevant valid certificates
7.	The bidder must ensure to deposit the tender document fees and EMD.	Any relevant proof

Note: All the above-mentioned documents have to be scanned and uploaded.

5.1.3. Bidders registered as a startup with the Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 2 and 3 in the above table. Registered startups are required to submit a self-attested copy of the registration in order to avail of the relaxations.

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

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

5.2. Technical Evaluation

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

5.2.2. Technical Evaluation shall be done on the following basis:

S.No.	Criteria	Maximum Marks	Supporting Document Required
1	<p>Organizational Financial Strength</p> <p>Average Annual Turnover in any of the following financial years (for which the bidder's accounts have been audited):</p> <p>a) FYs 2018-2019, 2019-2020 and 2020-2021.</p> <p style="text-align: center;">OR</p> <p>b) FYs 2019-2020, 2020-2021 and 2021-2022.</p> <ul style="list-style-type: none"> • Less than Rs. 3 Crore: 15 Marks • More than or equal to Rs. 3 Crore but less than Rs. 4.5 Crore: 17 Marks • More than or equal to Rs. 4.5 Crore: 20 Marks 	20	Certificate from the Statutory Auditor/ Company Secretary/ Chartered Accountant of the Bidder clearly specifying the Annual Turnover of the Audited Financial Years.
2	<p>Experience with the Government</p> <p>No. of projects involving "Similar Work" awarded to the bidder by Centre Government / State Government / Semi-Government / PSU in the last five years till 31.10.2022:</p> <ul style="list-style-type: none"> • 1 project :5 Marks • 2 projects :7 Marks • 3 or more projects :10 Marks 	10	Work order(s) confirming "Similar Work", year and area of activity.

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S.No.	Criteria	Maximum Marks	Supporting Document Required
3	<p>Past Experience</p> <p>Number of successfully completed “Similar Works” by the bidder during the last five years ending 31.10.2022 as per following details:-</p> <ul style="list-style-type: none"> ● One ‘Similar Work’ costing at least Rs. 45 lakhs or Two Similar Works costing at least Rs. 35 Lakhs each or Three Similar works of at least Rs. 25 Lakhs each :15 Marks ● One ‘Similar Work’ costing at least Rs. 60 lakhs or Two Similar Works costing at least Rs. 50 Lakhs each or Three Similar works of at least Rs. 40 Lakhs each :17 Marks ● One ‘Similar Work’ costing at least Rs. 75 lakhs or Two Similar Works costing at least Rs. 65 Lakhs each or Three Similar works of at least Rs. 55 Lakhs each :20 Marks 	20	Work orders along with the completion certificate/satisfactory client certificate confirming year, cost and area of activity.
4	<p>CMMi Level</p> <p>The bidder possesses CMMi certification which should be valid on the date of bid submission.</p> <ul style="list-style-type: none"> ● CMMi level 3 :5 Marks ● CMMi level 4 :7 Marks ● CMMi level 5 :10 Marks 	10	Certificate which is valid on the date of bid submission.
5	<p>ISO 9001 Certificate</p> <p>The bidder possesses ISO 9001 certification which should be valid on the date of bid submission :5 Marks</p>	5	Certificate which is valid on the date of bid submission.

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S.No.	Criteria	Maximum Marks	Supporting Document Required
6	<p>Technical Manpower (B.E. / B.Tech. / MBA / MCA / M.Sc. or equivalent or higher) on the rolls of the bidder:</p> <ul style="list-style-type: none"> ● Between 20 to 50 : 10 Marks ● Between 50 to 100 : 12 Marks ● Above 100 : 15 Marks 	15	Self-Certification by the Bidder
7	<p>Profitability: The bidder is profitable in the minimum number of years out of last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022:</p> <ul style="list-style-type: none"> ● any two FYs : 5 Marks ● any three FYs : 7 Marks ● more than three FYs : 10 Marks 	10	The complete set of audited Financial Statement to be submitted or CA Certificate for profitability
8.	<p>Net worth: The bidder has a positive net worth in the minimum number of years out of last five financial years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022:</p> <ul style="list-style-type: none"> ● any two FYs : 5 Marks ● any three FYs : 7 Marks ● more than three FYs : 10 Marks 	10	The complete set of audited Financial Statement to be submitted or CA Certificate for Net Worth
Total		100	

5.2.3. Only those Bidders whose absolute technical score is 50 or more shall be considered by the Client for further evaluation i.e. Financial bid evaluation.

5.3. Earnest Money Deposit (EMD)

- 5.3.1. The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per details provided in the Document Control sheet.
- 5.3.2. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 5.3.3. EMD of all unsuccessful bidders would be refunded by the Client as promptly as possible after signing of the agreement with the successful bidder.
- 5.3.4. The EMD submitted shall be interest-free and will be refundable to the bidders without any accrued interest on it.
- 5.3.5. The EMD will be forfeited on account of one or more of the following reasons:-
 - 5.3.5.1. Bidder withdraws its bid during the validity period specified in the tender.
 - 5.3.5.2. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 5.3.5.3. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - 5.3.5.4. If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

5.4. Clarification on Tender document

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

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

5.5. Preparation of bid

- 5.5.1. The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices, and other information along with all the bid's terms and conditions and other formats. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at the bidder's own risk and may be liable for rejection.
- 5.5.2. The bidders need to assess the quantum of work involved before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 5.5.3. The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 5.5.4. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.5.5. The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 5.5.6. The bids submitted by a consortium of companies / firms or any subcontractors will be rejected.
- 5.5.7. All correspondences between the bidders and Client shall be written in the English language.
- 5.5.8. All information supplied by bidders shall be treated as contractually binding on the bidders on the successful award of the assignment by DGRPG on the basis of this Tender.

- 5.5.9. Failure to comply with the below requirements shall lead to the bid rejection:
- 5.5.9.1. Comply with all requirements as set out within this Tender.
 - 5.5.9.2. Submission of the forms and other particulars as specified in this Tender and respond to each element in the order as set out in this Tender.
 - 5.5.9.3. Submission of all supporting documentation specified in this Tender, corrigendum or any addendum issued.

5.6. Deviations

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

5.7. Validity of bids

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

- 5.7.4. The Client may, at its own discretion, extend the date for submission of proposals.

5.8. Amendment to the Tender document

- 5.8.1. Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
- 5.8.2. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, DGRPG, at its discretion, may extend the last date for the receipt of bids.

5.9. Bid opening

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

5.10. Bid evaluation process

- 5.10.1. The bid evaluation will be carried out in a three-stage process as under:
 - 5.10.1.1. Eligibility / pre-qualification criteria
 - 5.10.1.2. Technical bids Evaluation
 - 5.10.1.3. Financial bids evaluation
- 5.10.2. During the process of evaluation of the bids, DGRPG may, at its discretion, ask bidders for clarifications on their bids. The bidders are

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required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

5.11. Financial bids format and evaluation

Category 1 (A) : Development cost of Software solution and WhatsApp Chatbot (one-time)	
Main Head	Total Cost
Development cost for Software solution and WhatsApp Chatbot	
Sub-Total 1(A)	

Category 1 (B): O & M of Software solution and WhatsApp Chatbot for 3 years		
Main Head	Monthly Cost (P)	Total Cost (P * 12 * 3)
O & M charges		
Sub-Total 1(B)		

Category 1 (C): Session charges for WhatsApp ChatBot for 3 years			
Main Head	Estimated Sessions per Annum (X)	Unit Cost (Y)	Total Cost (X * Y * 3)
User Initiated Session charges (Session validity: 24 hours)	12,00,000		
Business Initiated Session (Notification) charges (Session validity: 24 hours)	50,000		
Sub-Total 1(C)			
Grand Total [1(A) + 1(B) + 1(C)]			

*** All the costs mentioned above are in INR and inclusive of taxes.**

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

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

5.11.2. The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 70% weightage on technical score and 30% weightage on financial score. Calculation shall be done as follows:

5.11.2.1. Financial score shall be calculated as:

Financial score = $100 * (\text{financial proposal of lowest bidder} / \text{financial proposal of bidder under consideration})$

5.11.2.2. Composite score shall be calculated as:

Composite score = $(\text{Technical score} * 0.70) + (\text{Financial score} * 0.30)$

Note: Technical score is the technical marks scored by the bidder in the technical bid.

5.11.2.3. The bidder whose Composite score is highest shall be considered as L1 bidder for signing of contract. The Bidder with the second highest composite score shall be considered as L2 bidder and so on.

5.11.2.4. If the L1 bidder is unable to provide the services in full, an offer will be given to the L2 bidder, submit the PBG, sign the contract and become the new Service Provider. In the event L2 declines, L3 will be given the same option and so on. All bidders wishing to be kept in the waiting list shall have to deposit an amount of Rs. 25,000 as security deposit, which shall be refunded without interest on expiry of the contract with the Service Provider.

5.11.3. In case the Service Provider fails to perform, EMD and PBG of the Service Provider shall be forfeited and the Client reserves the right to take appropriate action against the Service Provider.

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- 5.11.4. In case the composite score of two or more bidders are the same, then the bidder having higher technical marks will be declared as the L1 bidder or the Service Provider.
- 5.11.5. Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.
- 5.11.6. Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 5.11.7. The bidders quoting zero or negative charges in the financial bid will be treated as non-responsive and their EMD shall be forfeited.
- 5.11.8. Errors & Rectification:
 - 5.11.8.1. If there is a discrepancy between words and figures of the cost, the amount in figures will prevail.
 - 5.11.8.2. If the bidder doesn't accept the correction of error(s) as specified, their bid will be rejected.
- 5.11.9. In case of tie between two or more bidders, the bidder with highest turnover in the financial year 2021-2022 shall be selected as the successful bidder.

5.12. Disqualifications

- 5.12.1. The Client may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
 - 5.12.1.1. Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The PBG of the bidder will be forfeited in such cases.
 - 5.12.1.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
 - 5.12.1.3. Failed to provide clarifications related thereto, when sought;
 - 5.12.1.4. Submitted more than one bid (directly / indirectly);

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- 5.12.1.5. Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 5.12.1.6. Submitted a bid with price adjustment/variation provision.
- 5.12.1.7. Documents are not submitted as specified in the Tender document.
- 5.12.1.8. Suppressed any details related to bid.
- 5.12.1.9. Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 5.12.1.10. Not submitted documents as mentioned in this tender.
- 5.12.1.11. Submitted bid with lesser validity period.
- 5.12.1.12. Any non-adherence/non-compliance to applicable Tender content.

5.13. Issue of Letter of Intent (LoI)

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

5.14. Performance security

- 5.14.1. The successful bidder shall furnish performance security to Client of an amount of 10% of the total Contract value within 15 days of release of LoI in the form of PBG / NEFT / cheque / DD.
- 5.14.2. PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, the Service Provider will have to extend the validity of PBG proportionately.
- 5.14.3. In case the successful bidder fails to submit performance security within the time stipulated, DGRPG at its discretion may cancel the award of contract to the successful bidder without giving any notice and the PBG of the concerned bidder will be forfeited.
- 5.14.4. The Service Provider will not be entitled for any interest on the performance security submitted.

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

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

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

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

5.15. Signing of contract

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

5.16. Fraud and corrupt / malpractices

5.16.1. All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

5.16.2. For this purpose, definitions of the terms are set forth as follows:

5.16.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

5.16.2.2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.

5.16.2.3. "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.

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- 5.16.2.4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 5.16.3. DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.
- 5.16.4. DGRPG will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

6. General Contract Conditions

6.1. Standards of performance

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

6.2. Confidentiality

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

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

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

6.3. Termination of contract for default

6.3.1. The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this Tender or the subsequent contract by the other party by giving 2 months' written

notice. In such a case, the provisions under the Exit Management clause shall apply.

6.4. Termination of contract for insolvency, dissolution etc.

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

6.5. Termination for convenience

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

6.6. Force Majeure

- 6.6.1. The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.6.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or

commotion, earthquake, fires due to natural causes, floods, epidemics, and quarantine restrictions.

- 6.6.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.7. Resolution of disputes

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

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

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

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state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.8. Legal Jurisdiction

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

6.9. Amendment to the contract

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

7. Scope of Work

7.1. Introduction

- 7.1.1. The scope of work includes, but is not limited to, a Software solution and WhatsApp Chatbot for Anti-Corruption Action Line to register, process and provide resolution of the corruption complaints received via Chatbot as per the requirements of the Client. There are ~40,000 complaints being received on the Anti-Corruption Action Line on a monthly basis.
- 7.1.2. The broad scope of work is as under:
 - 7.1.2.1. Develop a WhatsApp Chatbot - for registration of complaints
 - 7.1.2.2. Develop a Software solution - for viewing and processing complaints received via ChatBot.
 - 7.1.2.3. Operation and Maintenance of ChatBot and Software solution
 - 7.1.2.4. Hosting of ChatBot and Software solution

7.2. Develop a WhatsApp ChatBot

- 7.2.1. The Service Provider shall be responsible for designing, developing, customization and implementing state of art WhatsApp ChatBot after careful requirement analysis in line with modern software development practices, capable of auto-answering citizen / user queries for registration of corruption complaints as per requirements of the Client.
- 7.2.2. The WhatsApp Chatbot shall be used for interacting with the citizen / user and storing data collected from the interaction for further processing on the Software solution by the Client.
- 7.2.3. The Service Provider shall implement the Chatbot solution with multilingual support i.e. in Punjabi, English & Hindi. The messaging framework must be capable of sending messages in media formats like images, pdf, documents, audio, video, gif, emojis, stickers etc. allowed by WhatsApp and the file size limit should not be less than the defined permissible limit by WhatsApp.

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- 7.2.4. The Chatbot solution shall support multiple media upload options in different formats as supported by the WhatsApp Chatbot.
- 7.2.5. The Service Provider shall be required to set up a verified Facebook Business Manager account and WhatsApp Business account of the Client or use the existing Facebook Business Manager / WhatsApp Business accounts and contact number of the Client in order to implement the ChatBot and Software solution, as the case may be. In any case, the necessary approvals and permissions from Facebook or any other stakeholder agency, shall be the responsibility of the Service Provider only.
- 7.2.6. The indicative flow of the WhatsApp Chatbot is attached at **Annexure-A**.
- 7.2.7. The Service Provider may be required to implement an opt-in campaign for taking users' consent for sending messages to their WhatsApp accounts / numbers.
- 7.2.8. Each WhatsApp session (whether initiated by the user or the client) must be valid for at least 24 hours.
- 7.2.9. The technical capabilities of the WhatsApp ChatBot shall include exception handling, campaign management, integration capabilities, analytics and supervision, integration with messaging platforms, etc.
- 7.2.10. The Chatbot Builder shall offer a graphical user interface where the Client can design and deploy ChatBot as per their requirements along with the set of functions if needed.
- 7.2.11. Payment terms: 100% after Go-Live of the complete solution (including software for processing the complaints).

7.3. Develop a Software solution

- 7.3.1. The Service Provider shall be required to develop a customized software solution as per the requirements of the Client for displaying, analyzing and processing of the complaints received via the ChatBot solution.

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- 7.3.2. The Service Provider shall be required to integrate this software solution with the WhatsApp ChatBot.
- 7.3.3. As far as possible, the Service Provider must use open source and latest technologies to develop the solution.
- 7.3.4. The Service Provider shall provide a dashboard to view and interact with the data and take further actions on the complaints received from the users / citizens as per the requirements of the Client. The software solution will be used by the Vigilance Bureau, Government of Punjab for marking / processing of the complaints.
- 7.3.5. The Client may ask for any type of customization in the software. The Service Provider may also be requested to provide APIs for interacting with the ChatBot database or consume external APIs in the customized software at no extra cost within 5 days of intimation.
- 7.3.6. The indicative modules to be developed in the software to be integrated with the WhatsApp ChatBot solution is as below:
 - 7.3.6.1. Dashboard: The dashboard shall provide an option to the actor / user to navigate to various other modules in the software and get insights of the data.
 - 7.3.6.2. User Management: The software shall provide role based access to various users / actors as may be required by the Client and shall provide the Client with an option to manage users.
 - 7.3.6.3. Document / Media management: The software shall provide document / media management facility to the user to view / manage documents / media received along with the corruption complaints.
 - 7.3.6.4. SMS / Email / WhatsApp Notifier: The software shall provide an option to send notifications via SMS / WhatsApp messages / Email notifications to registered users of Chatbot solution. The Service Provider shall integrate the solution with SMS gateway, email gateway, etc. the SMS charges shall be borne by the Client. The message / email formats shall be provided by the Client.

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- 7.3.6.5. Reports / Analytics modules: This module shall provide reports with respect to usage and analytical data as per the requirement of the Client. Apart from these reports, the Service Provider may be required to provide any other reports as requested by the Client. The reports section shall be provided with filter options in order to generate reports with various attributes as per requirement of the Client.
- 7.3.6.6. The Service Provider shall also provide an option to download reports in various formats like PDF, Excel, etc.
- 7.3.6.7. The Software solution shall have the facility to process the complaints received from the citizens. The Client after receiving the complaints from the server will check the complaints and mark them accordingly. There will be different login interfaces for the users with limited access to mark complaints. These access shall be provided as per the requirements of the Client only. The categorization of complaints being received and their respective actions to be taken are mentioned below:

S.No.	Complaint Type	Action to be taken
1.	Actionable If the complaint is related to illegal gratification, then it will be marked as Actionable by the Client.	<ul style="list-style-type: none">● Actionable complaints are accessible on Action-Line Manager's ID.● The Action-Line Manager will call the complainant, collect details regarding the complaint and register the complaint.● The registered complaint will be accessible to AIG/SP/DSP ACAL on the Anti Corruption Action Line portal through their IDs.● The AIG/SP/DSP after studying the complaint will forward it to the concerned SSP / Vigilance Bureau range for further necessary action.● The complaint then will be accessible to the concerned SSP / Vigilance Bureau range on the portal through their ID.

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S.No.	Complaint Type	Action to be taken
		<ul style="list-style-type: none"> ● The concerned SSP / Vigilance Bureau range will decide whether to set a trap, conduct surprise checking, or to verify and enquire upon the complaint and further mark it to the concerned DSP / Inspector. ● The complaint then will be accessible to the DSP / Inspector of the concerned range / unit on the portal through his ID. ● The concerned DSP / Inspector will lay a trap or do surprise checking or verify and enquire the matter as per the situation and submit the inquiry report to his SSP / Vigilance Bureau within 4 working days of receiving it. ● The concerned SSP / Vigilance Bureau range will then upload the final report on the Anti Corruption Action Line portal and send a hard copy of the same through post to Vigilance Bureau headquarters. ● The Action-Line Manger will compile the report accordingly.
2.	Need to review	<ul style="list-style-type: none"> ● If the complaint responder is unable to decide on the complaint and needs a review from the Action-Line Manager, then it will be marked as Need to review by the complaint responder.
3.	<p>Sent to another department</p> <p>If the complaint is not related to corruption and is a grievance or complaint and found to be related to another department, then it will be marked as “Sent</p>	<ul style="list-style-type: none"> ● The Client has a PGRS portal. Subject to technical feasibility, the complaint shall automatically land on the PGRS portal when it is marked as “Sent to another department”. This shall be accomplished using APIs if feasible technically.

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S.No.	Complaint Type	Action to be taken
	to another department” by the Client.	
4.	<p>Spam / Junk</p> <p>If the complaint is found to be irrelevant, junk posts, etc., which are general in nature, then it will be marked as Spam / Junk by the Client.</p>	<ul style="list-style-type: none"> • These complaints shall be marked as junk and no action is to be taken on such complaint records.

****This is indicative in nature and may be amended as per requirements of the Client at no extra cost.***

7.3.6.8. The Service Provider shall provide Action-Line Manager's ID with access to editing option of the registered complaints along with other role based access as may be required by the Client.

7.3.6.9. The Service Provider may be required to integrate the software solution with the PGRS application, subject to technical feasibility. The same shall be done at no extra cost.

7.3.6.10. The Service Provider shall also be responsible to migrate the database from the existing solution (Chatbot and Software solution) being used by the Client in a seamless manner without any downtime of the services within 30 days of providing data / API by the Client.

7.3.6.11. In case, data (partial or full) is required to be backed up on the Client opted hosting, the same shall be set up by the Service Provider within 15 days of intimation by the Client. From then onwards, automatic sync of the backed up data must be implemented as per the requirement.

- 7.3.6.12. Payment terms: 100% after Go-Live of the complete solution (including ChatBot).

7.4. Operation and Maintenance of ChatBot and Software solution

- 7.4.1. The Operations and Maintenance phase for the ChatBot and Software solution shall begin post development and Go-Live of the ChatBot and the software solution. For the new amendments / features, development shall be done by the Service Provider as per the requirement of the Client and cost for the same shall be included in the O&M cost only. The changes as may be requested by the Client shall be done within 7 days of intimation by the Client. This timeline is subject to relaxation by the Client for valid justifications submitted in writing by the Service Provider.
- 7.4.2. The operations and maintenance may include, but are not limited to, bug-fixing, change requests addition of features / functionalities, data entry, supervision, performance reporting, calling and getting information / clarification from stakeholders, licenses, cloud hosting management, database management, optimum functioning of the software and servers, improving / optimizing performance of the software, technical support, etc.
- 7.4.3. The Service Provider shall be required to cater the redesigning and amendment in the solution, as may be requested by the Client, at no extra cost.
- 7.4.4. Payment terms: Payment for O&M shall be done on quarterly and actual basis as per the rates quoted by the Service Provider in the financial bid. Hosting charges must be included in the O & M charges.

7.5. Hosting of the Chatbot and Software solution

- 7.5.1. The Service Provider shall provide the hostings over cloud environments (mandatorily from any of the MeitY empanelled Cloud Service Provider) adhering to all the guidelines regarding Cloud hosting as issued by GoI / GoP / MeitY from time to time. The Service

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Provider shall provide an undertaking or MAF from the MeitY empanelled CSP for the same.

- 7.5.2. The Service Provider shall be required to provide optimal hosting, which may include firewall, SSL, Routing, Subnets, Antivirus & Anti Malware, Anti DDoS Mitigation, Resource Utilization Monitoring (e.g., VM, Storage), Identity Access Management System with MFA for Cloud administration, Data Encryption at Rest, OS Patch Management System, Data Transfer In, Public IP Address, Cloud Management & Monitoring Dashboard, Cost and usage reporting, VPN connection, Load balancers, etc as per requirement / industry standards.
- 7.5.3. The Service Provider shall provide managed hosting services which shall include, but are not limited to, cloud resources management, patch management, security administration, support for third party audits, monitoring performance and service levels, data backup, provide regular reports to the Client, etc.
- 7.5.4. The Service Provider shall ensure a minimum of 99.5% software uptime measured monthly for availability on 24 * 7 basis. Considering the criticality of the infrastructure, the Service Provider is expected to design the solution with high level of redundancy and resilience to meet the uptime requirements.

7.6. General

- 7.6.1. The Service Provider shall create & provide the implementation workflow to the client based upon the Use Case & Journeys specified by the Client.
- 7.6.2. The Service Provider shall provide necessary and sufficient training to the Client at any time as may be requested by the Client to supervise application and related activities.
- 7.6.3. The Service Provider shall integrate the ChatBot with the software solution or any other services / facilities as per the requirement of the Client.

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- 7.6.4. The solution must be updated to use the latest stable version of the technologies used for developing the solution.
- 7.6.5. Hosting of the application shall be the sole responsibility of the Service Provider as mentioned in this document. However, the Service Provider shall host / transfer the solution at Punjab State Data Center or any other infrastructure, if so requested by the Client, at no extra cost.
- 7.6.6. The WhatsApp Chatbot and the software solution shall be operational 24 * 7.
- 7.6.7. The Service Provider may be required to deploy an interaction / feedback mechanism and provide a drag & drop module in the solution to provide ease in configuring the journey flow. There shall be no extra cost for the same.
- 7.6.8. The Service Provider shall ensure to provide the following admin level access to the Client at the time of Go-Live or whenever so requested by the Client.
 - 7.6.8.1. Technical: This shall include, but not limited to databases, VMs, hosting, software, tools, etc.
 - 7.6.8.2. Managerial: This shall include, but not limited to:
 - 7.6.8.2.1. Chatbot flow builder GUI
 - 7.6.8.2.2. API management module
 - 7.6.8.2.3. Database management module
 - 7.6.8.2.4. Default Chatbot analytics
 - 7.6.8.2.5. Performance / Uptime / SLA Reports
 - 7.6.8.2.6. MIS reports
- 7.6.9. Data Security
 - 7.6.9.1. The Service Provider shall adhere to the policies/acts / guidelines/instructions / rules etc. issued by the Govt. of India / Govt. of Punjab from time to time on the data security & data protection of the citizens.
 - 7.6.9.2. The production environment shall be hosted in production-grade servers isolated from the development and staging environments.

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- 7.6.9.3. All production data transpired in the chat window will be stored in the cloud data center with encryption enabled. The data access to supervisors and administrators shall be through the application user interface. The user interface shall be HTTPS enabled.
- 7.6.9.4. The data transfer, archiving & purging frequency and mechanism to be defined during the design stages and executed during the project.
- 7.6.10. The Service Provider shall provide the security audit certificate of the complete solution from a CERT-In empanelled agency prior to Go-Live.

7.7. Project Timelines & Deliverables

- 7.7.1. The Service Provider shall be responsible to adhere to the following timelines for the implementation of Software solution and WhatsApp Chatbot; however, the Client reserves the right to relax timelines and any of the penalties levied on the Service Provider on submission of the justified reasons by the Service Provider in writing:

SN	Activity	Deliverable	Timeline (in days)
1.	Issuance of work order	-	T
2.	Requirement analysis and journey flow for WhatsApp Chatbot and Software solution	Submission of SRS including journey flow document from beginning to end along with input parameters, expected outputs, exception handling and validations	T1: T + 21 days
3.	Implementation of WhatsApp Chatbot and Software solution (Post approval of the SRS and journey flow document by the Client)	Submission of implementation completion report and testing reports with screenshots (for all test scenarios & cases)	T2: T1 + 45 days

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SN	Activity	Deliverable	Timeline (in days)
4.	UAT & Go-Live of WhatsApp Chatbot and Software solution	Sign-off of UAT report from the Client and Go-Live report of the WhatsApp Chatbot and Software solution	T3: T2 + 14 days
5.	Test entries/complaints on the production environment of the complete solution after Go-Live	Submission of report for registration of at least 100 test entries/complaints on the solution after Go-Live to ensure smooth functioning of the solution in the production environment.	T4: T3 + 5 days
6.	Security Audit of the ChatBot and Software solution as per Govt. of India/MeitY guidelines	Security Audit certificate	Prior to Go-Live
7.	Change request (Modification in the ChatBot and software solution)	Submission of change request completion report and testing reports with screenshots (for applicable test scenarios & cases) Sign-off of UAT Report from the client and Go-Live report of the Chatbot and Software solution	Within 7 days of intimation by the Client
8.	Migration of the database from existing solution to the new solution	Submission of migration completion report	Within 30 days of providing data / API by the Client

7.8. Outsourcing / subletting

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

7.9. Contract Period

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

7.10. Exit Management

- 7.10.1. On expiry or premature termination of the contract, the Service Provider shall handover the complete chatbot solution, software solution, source code (except third party COTS - Commercial Off The Shelf software), database backup/schema, creatives, designs, all admin/user credentials, documents, etc. to the Client.
- 7.10.2. The Service Provider shall ensure proper Knowledge Transfer of the WhatsApp ChatBot and Software solution to the Client in the form of documents as well as to the officials of the Client.
- 7.10.3. The handover shall be done within 90 days of expiry or premature termination of the contract.

7.11. Intellectual Property Rights

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

8. SLA and Penalties

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

SN	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Submission of PBG	15 days from the issue of Lol	Rs. 200/- per day
2.	Signing of the contract and written submission regarding technical and management point of contact for the project	15 days from the issue of Lol	Rs. 200/- per day
3.	Implementation of the project as per the project timelines & deliverables	As mentioned in this document	Rs. 500/- per day per deliverable
4.	Support Services (Chatbot and Software solution)	As mentioned in this document	As mentioned in this document
5.	Complete Solution Availability (Chatbot and Software solution)	As mentioned in this document	As mentioned in this document
6.	Submission of reports as may be required by the client along with the invoice	As mentioned in this document or as may be requested by the Client	Payment for the respective quarter will not be released.
7.	Hosting of solution as mentioned in this Tender document	-	Rs. 5,000/- per instance
9.	Security audit of complete solution from CERT-IN empanelled agencies	As mentioned in this document.	Rs. 500/- per day post Go-Live
10.	Complete knowledge	Within 2 weeks of exit or as	Rs. 1,000/- per day. The

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SN	Activity	Target / Service Level	Penalty for delays beyond target level
	transfer and handover of source code, database backup / schema, creatives, designs or any other material related to the project	mentioned in this document	Service Provider may also be blacklisted if the delay is beyond one month.
11.	<ol style="list-style-type: none"> 1. Security incident 2. Misuse of data 3. Loss of data 4. Adherence to the security compliances and guidelines issued by MeitY & CERT-In 	The Service Provider shall ensure data security and there shall be no unauthorized usage of Government data in any manner without prior written permission from the Client	Rs. 10,000 per instance along with a letter of warning
12.	Ensure that updated admin access credentials of Cloud, Database, code repository, all dashboards etc. are shared with the Client at all times	-	Rs. 5,000 per instance. Quarterly payments to be released only after verifying the admin access.
13.	Training of users	Within a week of request from the Client (Max 2 Trainings per month).	Rs. 500/- per day
14.	Request for Information, data, analytics reports /any other reports as may be required by the Client	Within 24 hours of request by the Client	Rs. 100/- per hour of delay
15.	Submission of testing report along with screenshots for bug/issue	At the time of the resolution of the bug/issue	Rs. 100/- per hour of delay
16.	Submission of Root Cause Analysis (RCA) report for bug/issue	Within 3 working days of request by the Client	Rs. 100/- per hour of delay

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SN	Activity	Target / Service Level	Penalty for delays beyond target level
16.	Any non-compliance of the contract which is not covered above.	As mentioned in this document	A letter of warning on the first instance and penalty of Rs. 5,000/- on each repeated instance for the same non-compliance.

8.1.2. The maximum penalty shall be 20% of the monthly invoice value. After this limit is reached, a letter of warning shall be issued and the Client reserves the right to terminate the contract for default.

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

8.2. Support Services

8.2.1. The criticality of the required services for WhatsApp Chatbot and Software solution including bug fixing, technical support, etc is categorized under the four categories/priorities i.e. Critical, High, Medium, and Low. Each of the Support Category is associated with a respective response and resolution time as under:

Support Category	Criteria	Maximum Response Time	Maximum Resolution time	Penalty	
Critical	The solution is unable to be used for normal business activities.	15 Minutes	1 Hour	Response Time > 15 Minutes OR Resolution Time > 1 Hour	<p>Response time: 0.1% of the monthly invoice value for every 15 minutes of delay beyond the timelines.</p> <p>Resolution time: 0.5% of the monthly invoice value for every 1 hour of delay beyond</p>

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

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

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

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

8.3. Complete Solution Availability

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

8.3.2. "Actual Uptime" means the aggregate number of hours in any month during which the complete solution is available for use (measured 24 x 7).

8.3.3. The below table shows the expected performance from the core services including performance criteria and service level agreements pertaining to the availability of services and activities required from the Service Provider during the operations of the complete solution.

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- 8.3.4. Actual uptime shall be taken from the complete solution availability report submitted by the Service Provider using automated reporting tools.
- 8.3.5. The Service Provider shall take prior approval for scheduled downtime from the client in writing.
- 8.3.6. Penalties for non-adherence to timelines shall be as under:

Software Uptime	Penalty
Actual Uptime >= 99.5%	No penalty shall be imposed
Actual Uptime >= 99.0% to <99.5%	2% of the quarterly invoice value of that particular payment quarter
Actual Uptime >=98.0% to <99.0%	5% of the quarterly invoice value of that particular payment quarter
Actual Uptime >= 97.0% to <98.0%	10% of the quarterly invoice value of that particular payment quarter
Actual Uptime < 97.0%	No payment shall be made for that quarter.

- 8.3.7. Complete Solution Availability report (captured using automated tools) shall be submitted by the Service Provider to the Client on monthly basis before the 7th of the next month.

9. Payment terms

9.1. General

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

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- 9.1.8. The payment against Services not rendered shall be withheld until the services are delivered and verified by Client. Such deductions shall be separated from penalties and shall not be included in the penalty cap, if defined in the Tender / contract.

9.2. Prices

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

10. Bid formats

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

10.1. Covering letter

Bid Reference No. : DGRPG/AntiCorruption/2022/2

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

To

Director,
Directorate of Governance Reforms, Punjab
Plot No. D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali - 160071

Sub: Submission of bid for providing Chatbot services

Dear Sir,

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

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

SN	Particulars	Details
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as	

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SN	Particulars	Details
	the point of contact/communication with the Client in case of the award of the contract. <i>[The details must include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

11. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

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

Signature

Full Name

In the capacity of

Duly authorized to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

10.2. Format for Performance Bank Guarantee

Director,
Directorate of Governance Reforms, Punjab
Plot No. D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali - 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of Tender No: / Contract no. <<insert Tender / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

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

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

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

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

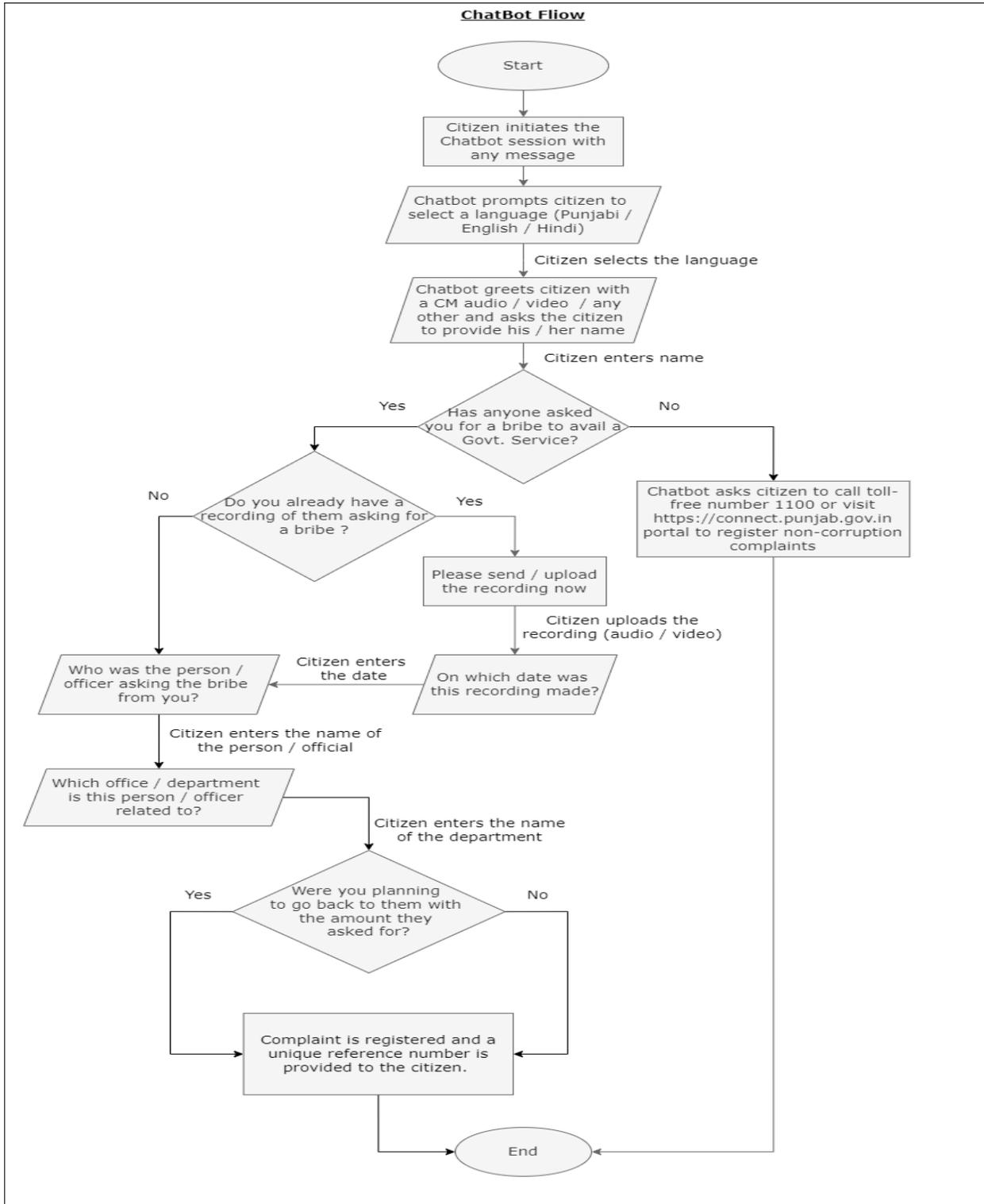
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive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

Notwithstanding anything contained herein:

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1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

11. Annexure - A (Journey flow of WhatsApp Chatbot)



* This flow is indicative in nature and may be amended as per requirements of the Client at no extra cost.

12. Annexure - B (Existing solution details)

S.No.	Description	Details
1.	Monthly complaints raised and processed on the solution (WhatsApp Chatbot and software solution)	Currently ~40,000 monthly complaints are being raised and processed on the solution
2.	Total active users on website	~200 active daily users on the website (separate logins). This may change as per the requirement.
3.	Email Gateway integration	Currently not required. This may be required in future.
4.	Other applications with which the software is expected to be integrated	CM Dashboard (for monitoring purpose), PGRS (for transfer of complaints pertaining to other departments). Further integrations may be required in the future.