

Request for Proposal (RFP)
for
Engagement of an Agency or Consortium of
Agencies for Providing State-of-the-Art Facilitation
Centre Services to Bureau of Indian Standards



Bureau of Indian Standards

Manak Bhavan

9, Bahadur Shah Zafar Marg, New Delhi, Delhi 110002

Reference No.: ITSD/FCS/RFP/2022-23/02

DISCLAIMER

This Request for Proposal (RFP) is not an offer by Bureau of Indian Standards (the Bureau), but an invitation to receive electronic proposals or e-bids from interested eligible bidders for engagement of an agency or consortium of agencies for providing State-of-the-Art Facilitation Centre Services to the Bureau for providing the desired information or assistance about various services or activities to the Bureau's stakeholders like licensees, manufacturers, consumers, public etc.

No contractual obligations whatsoever shall arise from the RFP process unless and until a formal agreement is signed and executed between the Bureau and the Service Provider.

This RFP is being issued with no financial commitment and the Bureau reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

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Invitation of e-Bids


1. Bureau of Indian Standards (the Bureau) invites electronic bid (e-Bid) proposals from reputed, competent, and professional agency or consortium of agencies which meet the minimum eligibility criteria and successfully qualifies on technical evaluation parameters as specified in this RFP document, for providing the State-of-the-Art Facilitation Centre Services consisting of **AI based Chatbot, Interactive Voice Response System (IVRS), In-Bound and Out-Bound Calling, Bulk SMS and e-Mail**, to the Bureau's stakeholders like manufacturers, consumers, licensees, public etc. for providing the desired information about selected services or activities, running nation-wide awareness campaigns etc.
2. A "single stage - two envelope" bidding procedure shall be adopted for the engagement of an agency. Service Provider will be selected on the basis of Quality cum Cost-Based Selection (QCBS) method wherein a bidder with highest composite score would be selected for providing the services.
3. Bidder (authorised signatory) shall submit their proposal or bid online in electronic formats both for technical and financial proposal. However, Demand Draft (DD) for Earnest Money Deposit (EMD) should be submitted physically at the office of RFP issuing authority as prescribed in the Notice Inviting Bids (NIB) and scanned copies of the same should also be uploaded along with the technical bid.
4. The Bureau will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow speed, choking of website due to heavy load or any other unforeseen problems.
5. Please note that a pre-bid meeting of the prospective bidders is scheduled as per the details specified in this NIB. The objective of this meeting is to address the queries of the prospective bidders related to the Project or RFP document.
6. No contractual obligation whatsoever shall arise from the RFP or bidding process unless and until a formal agreement is signed and executed between the Bureau and the Service Provider.
7. Bidders who wish to participate in this bidding process must register on Central Public Procurement (CPP) portal i.e., <https://eprocure.gov.in/eprocure/app>.

Notice Inviting Bids

RFP Reference No.: ITSD/FCS/RFP/2022-23/02

Date: 03 Jun 2022

Bureau of Indian Standards (the Bureau) invites electronic bid (e-bids) proposals from eligible professional agencies or companies or firms or consortium of agencies or companies or firms for engagement of an agency for providing State-of-the-Art Facilitation Centre Services (consisting of **AI based Chatbot, Interactive Voice Response System (IVRS), In-Bound and Out-Bound Calling, Bulk SMS and e-Mail**) to the Bureau for providing the desired information or assistance about various services or activities to the manufacturers, consumers, licensees, public etc.

 <p style="text-align: center;">मानक: पथप्रदर्शकः</p>	<p style="text-align: center;">Bureau of Indian Standards Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110002, India Tel : +91 11 23230131, 23233375, 23239402 Fax : +91 11 23234062, 23239399, 23239382 Email : its@bis.gov.in Website: www.bis.gov.in</p>
Request for Proposal for Engagement of an Agency for Providing State-of-the-Art Facilitation Centre Services to the Bureau of Indian Standards	
RFP document fee	There is no RFP document fee
Earnest Money Deposit (EMD)	INR 1.5 lakh (INR one lakh fifty thousand only) payable through Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee drawn in favour of "Bureau of Indian Standards", payable at New Delhi, valid for 180 days from the bid submission end date, payable at New Delhi.
EMD submission	Original EMD through bank guarantee or demand draft shall be submitted on or before 30-Jun-2022 by 14:00 hrs to the tender issuing authority. Note: Registered Medium and Small-Scale Enterprises (MSEs) and Start-ups are exempted from payment of EMD as described in clause 12-I of the bid document.
Date of publishing NIB	03-Jun-2022
e-Bid submission start date and time	03-Jun-2022
Pre-bid queries submission last date	15-Jun-2022 Email: its@bis.gov.in
Pre-bid meeting date, time and venue	15-Jun-2022 & 14:00 hrs Venue: Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi – 110002
e-Bid submission end date and time	04-Jul-2022 & 14:00 hrs
Technical e-bid opening date and time	05-Jul-2022 & 15:00 hrs
Technical presentation cum demonstration date and time	To be communicated to the qualified bidders at the later stage

Financial e-bid opening date and time	To be communicated to the technically qualified bidders at the later stage
Downloading of RFP, corrigendum's, addendums etc.	RFP may be downloaded from: https://eprocure.gov.in/eprocure/app and http://bis.gov.in
Contact person	Sh. Bharath Kumar Scientist 'B', IT Services Department Bureau of Indian Standards Manak Bhavan, 9 - Bahadur Shah Zafar Marg New Delhi - 110002, India e-Mail: its@bis.gov.in Phone: 011-23231102
RFP issuing authority	Bureau of Indian Standards Manak Bhavan, 9 - Bahadur Shah Zafar Marg New Delhi - 110002, India
Bid validity	180 days from the bid submission end date
Performance Bank Guarantee (PBG)	3% of the contract value (of the entire contract period) shall be furnished by the selected bidder in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank as per the format provided in this RFP or online payment in an acceptable form. Valid for 22.5 months (4.5 months (approx.) of implementation + 12 months of O&M + 6 months extra)
Assistance to bidders	<ol style="list-style-type: none"> Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the contact person indicated in the RFP. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002
<ul style="list-style-type: none"> In case, bidder fails to physically submit the EMD up to the prescribed date and time above, the Bid of the bidder shall be treated as non-responsive and outrightly rejected. 	

Abbreviations

Sr. #	Abbreviation	Meaning
1.	Agency	Bidding company or LLP firm or their consortium which is participating in the bidding process of this RFP.
2.	Bidder	Bidding company or LLP firm or their consortium which is participating in the bidding process of this RFP.
3.	BO	Branch Offices
4.	Caller	Licensee, industry official or representative, consumer, beneficiary, public
5.	CPP Portal	Central Public Procurement Portal
6.	CRM	Customer Relationship Management
7.	CTI	Computer telephony integration
8.	DD	Demand Draft
9.	EMD	Earnest money deposit
10.	FRS	Functional Requirement Specifications
11.	GFR	General Financial Rules (Government of India)
12.	GoI	Government of India
13.	GST	Goods & Service Tax
14.	IT	Information Technology
15.	IVRS	Interactive Voice Response System
16.	KPI	Key performance indicators
17.	LoI	Letter of Intent
18.	MSEs	Medium and Small-Scale Enterprises
19.	NIB	Notice Inviting Bids
20.	NLP	Natural language processing
21.	O&M	Operations and maintenance
22.	PBG	Performance bank guarantee
23.	PRD	Project requirement document
24.	PSU	Public Sector Undertaking
25.	QCBS	Quality cum Cost-Based Selection
26.	RFP	Request for proposal
27.	RO	Regional Offices
28.	Rs	Indian Rupee
29.	SLA	Service Level Agreement
30.	The Bureau / (BIS)	Bureau of Indian Standards
31.	TRS	Technical Requirement Specification
32.	TTS	Test to speech
33.	UAT	User acceptance testing

1. Introduction

“Bureau of Indian Standards (the Bureau) is the National Standard Body of India established under the BIS Act 2016 for the harmonious development of the activities of standardization, conformity assessment and quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto.” The Bureau has been providing traceability and tangibility benefits to the national economy in a number of ways – providing safe reliable quality goods; minimizing health hazards to consumers; promoting exports and imports substitute; control over proliferation of varieties etc. through standardization, certification and testing.

Keeping in view, the interest of consumers as well as the industry, the Bureau is involved in various activities as given below:

- A. Standards Formulation
- B. Product Certification Scheme
- C. Compulsory Registration Scheme
- D. Foreign Manufacturers Certification Scheme
- E. Hall Marking Scheme
- F. Laboratory Services
- G. Laboratory Recognition Scheme
- H. Sale of Indian Standards
- I. Consumer Affairs Activities
- J. Promotional Activities
- K. Training Services, National & International level
- L. Information Services

The Bureau has its Headquarters at New Delhi, and its 05 Regional Offices (ROs) are at Kolkata (Eastern), Chennai (Southern), Mumbai (Western), Chandigarh (Northern) and Delhi (Central). Under the Regional Offices are the Branch Offices (BOs) located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Dehradun, Delhi, Faridabad, Ghaziabad, Guwahati, Haryana, Himachal Pradesh, Hubli, Hyderabad, Jaipur, Jammu Kashmir, Jamshedpur, Kochi, Kolkata, Lucknow, Madurai, Mumbai, Nagpur, Noida, Panipat, Patna, Pune, Raipur, Rajkot, Surat and Vishakhapatnam, which offer various services to the industry and serve as effective link between State Governments, industries, technical institutions, consumer organization etc. of the respective region.

2. Objective

The Bureau is requesting for proposals for engaging a reputed and professional agency with expertise and experience in the field of providing State-of-the-Art Facilitation Centre Services to cater the major business needs of the following core activities of the Bureau:

- A. Product Certification Scheme
- B. Compulsory Registration Scheme
- C. Hallmarking Scheme
- D. Management System Certification Scheme
- E. Foreign Manufacturers Certification Scheme
- F. Standard Formulations
- G. Grievance and General Queries
- H. Promotional Activities

The Bureau requires an efficient and effective facilitation system to handle large number of queries received from various category of stakeholders like manufacturers, consumers, licensees, public etc. with minimum manual intervention. With this intent, the Bureau wants to hire State-of-the-Art Facilitation Centre Services to provide desired information about selected services or activities to the caller.

The Bureau invites proposal from reputed and professional agencies or companies or firms for engagement of an agency which is capable of implementing:

- A. AI based Chatbot: A text as well as speech based chatbot with deep learning capabilities for delivery of desired information about various activities of the Bureau to the caller. Chatbot should be WhatsApp, Web Application (browser) and Mobile App enabled.
- B. Interactive Voice Response System (IVRS): A “key press input” and “speech to text” enabled IVRS with multi-lingual language selection option will not only act as a filter option but also to act as conversational, informative, and transactional based system for the callers to solve most of their queries through IVR systems.
- C. In-Bound and Out-Bound Calling: A dedicated telephone lines for making outbound calls and receiving inbound calls with state-of-the-art auto-dialers and inbound call distribution systems.
- D. Bulk SMS and e-Mail: Facility for SMS and e-Mail for sending promotional messages, awareness campaigns, notifications, confirmations, reference numbers, status etc.

Request for proposal (RFP) is available at Central Public Procurement Portal (CPP portal) (<https://eprocure.gov.in/eprocure/app>) and the Bureau website (<http://www.bis.gov.in>) for ready reference. Bid against this RFP shall be submitted online only at CPP portal. No other mode of bid submission shall be accepted.

The elaborated description of services is broadly spelt out in the scope of work section of this RFP.

3. Eligibility Criteria

A. Minimum Eligibility of Bidders

The following criterion shall be met by the agency:

Sr.#	Parameter	Criteria	Documents to be Submitted
1.	Legal Entity	Bidder (all members in case of consortium) shall be either a. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto Or b. An LLP firm registered under Limited Liability Partnership Act, 2008	Certificate of Incorporation signed by authorized signatory
2.	Tax Registration	Bidder (all members in case of consortium) shall be registered with the GST Authorities in India with active status	GST registration certificates signed by authorized signatory
3.	Turnover	Bidder (at least one member in case of consortium) should have an average Turnover of INR 10 crore in last three Financial Years i.e., 2018-19, 2019-20, 2020-21	Certificate by CA
4.	Experience	Bidder (at least one member in case of consortium) shall have been in the business of providing call centre or BPO services for at least three (3) years and provided the inbound and outbound call centre services to at least one Government Ministry, Department, PSU or Public/Private Sector Bank.	Work Order with Completion or Phase Completion Certificates from the client OR Work order with CA certificate OR Work order with self-certificate or letter of undertaking on bidder's letterhead signed by bidder's authorized signatory
5.	Data Centre or Cloud Location	Bidder's data centre or hosting services or cloud services shall be in India	Undertaking on bidder's letterhead signed by bidder's authorized signatory detailing about data centre or hosting infra or cloud service like type, location etc.
6.	Blacklisting	Bidder (any member in case of consortium) shall not have been blacklisted or debarred from tendering for corrupt or fraudulent practices or non-delivery, non-performance by Govt. of India or	Undertaking on bidder's letterhead signed by bidder's authorized signatory (Annexure XIV)

		any State Government or any Central or State PSU at the time of bid submission date.	
7.	Compliance to GFR rule 144 (xi)	Any bidder (any member in case of consortium) from the country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with the Competent Authority (Link) .	Certificate (Annexure-XIII) on bidder's letterhead signed by bidder's authorized signatory
8.	Certificate	The Bidder must have registered itself with Department of Telecommunication (DoT) or TRAI for providing BPO or Call Centre services.	Copy of DoT or TRAI certificate for the proposed sites
9.	Power of attorney in favour of the lead member	In case of consortium, the members shall submit a power of attorney in favour of the lead bidder.	Power of attorney
10.	Board resolution / Power of attorney in favour of authorised signatory	A board resolution OR power of attorney authorizing the signatory (of lead bidder in case of consortium) for executing the bid.	Board resolution OR Power of attorney with supporting documents

B. Minimum Eligibility of State-of-the-Art Facilitation Centre Executives:

Sr. #	Parameter	Criteria
1.	Education	Minimum graduation in science, engineering, business studies, commerce
2.	Experience	Minimum 1 year of prior experience of working in call centre
3.	Language	Good fluency of speaking, writing, and reading in Hindi and English
4.	Skills	Good working knowledge of software or IT systems

4. Technical Criteria

Sr.#	Criteria	Documents Required	Max. Marks
1.	Number of clients using call centre and IVRS services in India as on date. • 2 marks for each client	Proof of implementation: Work order with client certificate OR Work order with CA certificate OR Work order with Self-certificate or Letter of Undertaking on bidder's letterhead signed by bidder's authorized signatory.	10
2.	Number of clients using the chatbot solution in India as on date. • 2 marks for each client		10
3.	Number of clients using the bulk SMS or e-Mail services in India as on date. • 2 marks for each client		10
4.	Call centre services (i.e., integrated CRM, IVRS, CTI, Voice Logger etc.) implemented for Government Ministries, Departments, PSUs and Public/Private Sector Banks in India of at least 25 agents within last 3 financial years (2018-19, 2019-20, 2020-21). • 5 marks for each project		10
5.	Chatbots implemented for Government Ministries, Departments, PSUs and Public/Private Sector Banks in India within last 3 financial years (2018-19, 2019-20, 2020-21) • 5 marks for each implementation		10
6.	Scale of call centre services implemented in India within last 3 financial years (2018-19, 2019-20, 2020-21) with minimum following number of agents: • > 25 & ≤ 50 agents (5 marks) • > 50 & ≤ 100 agents (7.5 marks) • > 100 agents (10 marks)	Proof of implementation: Work order with client certificate mentioning scale of services (number of seats/ unique users) OR Work order with CA certificate OR Work order with Self-certificate or Letter of Undertaking on bidder's letter head signed by bidder's authorized signatory.	10
7.	Scale of chatbots solution in terms of overall unique users used the chatbot solution in past 3 financial years (2018-19, 2019-20, 2020-21) • > 10,000 & ≤ 50,000 (5 marks) • > 50,000 & ≤ 1 lakh (7 marks) • > 1 lakh (10 marks)		10
8.	Technical presentation cum demonstration involving: • Understanding of Scope of Work • Demonstration of the proposed solution including: ○ Solution performance and capability to handle diverse or complex queries ○ Solution features in terms of AI or ML or NLP capabilities	Marks distribution: • Understanding of Scope of work (10 marks) • Demonstration of the proposed solution (10 marks) • Post implementation support (10 marks)	30

	<ul style="list-style-type: none"> ○ Other technology features, set-up, and capabilities ○ Reporting and analytics dashboard ● Post implementation support including <ul style="list-style-type: none"> ○ Upgradation or enhancement mechanism ○ Failure or error handling mechanism and timelines ○ Change request or the Bureau query handling mechanism ○ Escalation mechanism 		
9.	Total Marks		100

5. Functional Requirements Specifications (FRS)

A. Required Components of State-of-the-Art Facilitation Centre Services

State-of-the-Art Facilitation Centre Services will be procured on outsourced model which will be bundled of following components to provide the necessary information and resolution of queries of the callers:

- i. AI based Chatbot (WhatsApp, Web Application or Web Site and Mobile App enabled)
- ii. Interactive Voice Response System (IVRS) and manual in-bound and out-bound calling
- iii. Bulk SMS and e-Mail

B. AI based Chatbot (WhatsApp, Web Application or Web Site and Mobile App enabled)

i. General requirements

- a. Chatbot solution shall be capable of auto-answering caller's queries related to specified activities.
- b. Chatbot shall help user with their queries that may include tracking status of an application, information regarding the Bureau offices, assaying centres, various schemes, guidelines, standards, certifications, any other document, fees, complaints, grievances, software modules, feedback etc.
- c. Chatbot shall offer an interactive interface for engaging customer or user in a chat (text and speech or voice) session.
- d. The Chatbot should use the recommendation system, knowledge bank, FAQs etc. and enable a conversation flow around guided activities, schemes, and eligibility-based searches, services assistance, or queries.
- e. The Chatbot should be able to carry out general conversations such as starting a conversation with greetings, small talks, answer in response to the queries of the user, and closing a conversation with thank you and feedback request.
- f. A soft skilled Indian style persona shall be developed for the Chatbot to make the interactions more engaging, humane, and suitable for users of government services. Response patterns should be designed around that persona.
- g. During voice interactions (voice-only and voice combined chat) the Chatbot should give cues when a user is required to respond.

ii. Natural Language Processing (NLP) Engine

- a. Capabilities: The Chatbot solution shall have advanced capabilities of Intent Recognition, Context awareness, Entity Extraction, Sentiment Analysis, Training etc. as per the existing industry standards.
- b. Generate training data: The Chatbot solution should be able to generate high volume training data, which should be accurately labelled and annotated for improving the NLP engine. Generation of training data should be automatic as well as manual. The usage data should result in a structured and reusable knowledge base.

- c. Intent recognition: Apart from Natural Language Processing (NLP) taking care of intent classification, Chatbot solution should also provide capability to train the system for Intent Recognition with examples.
 - d. Construct conversation flow: The Chatbot should have capability to understand what the user said using both general and domain specific language objects such as lexicons, synonyms, and themes etc. which should be used with Machine Learning algorithms or rules to construct conversation flows by the bots or applications (chat and voice).
 - e. Meaningful personalized experience: The Chatbot should have capability to deliver a meaningful, personalized experience beyond pre-scripted responses by querying multiple data repositories, including integrated back-end systems and third-party databases, and to use that information in creating responses.
- iii. **Speech Services**
 - a. Advanced Speech Recognition (ASR):
 - The Chatbot solution should have ASR capabilities to turn the speech into a textual input.
 - Should have high accuracy even for different pronunciations and diverse environments (indoor, outdoor, noisy etc.)
 - b. Text to Speech (TTS)
 - The Chatbot solution should have TTS capabilities to turn the text into speech.
 - Speech should be clear and humane and should have high accuracy.
- iv. **Authentication mechanism**

The Chatbot should support authentication mechanism to the extent allowed by the solution on which it is deployed.
- v. **Act as per workflow**

The solution should act as per predefined workflows like greeting on entry or exit, response to cuss words, error messages on no internet etc.
- vi. **Work in noise conditions**

The solution should work optimally with reasonable noise conditions, different Indian dialects & accents, different user age groups etc.
- vii. **Language support**

The Chatbot shall support English, Hindi, Hinglish (English & Hindi mix) and other Indian languages as mentioned in the Table at clause 5-F of this RFP.
- viii. **Engagement of Chatbot**

The Chatbot should engage with users as per, but not limited to, points mentioned below:

 - a. making important announcements, if required
 - b. conducting polls, surveys, quiz, if required

- c. broadcasting personalized reminders such as status of request or applied services etc.
- ix. **Handling of voice interaction**

During voice interactions, the Chatbot shall ensure proper handling such as switching between the phone call and interaction with the user, putting the voice interaction on hold to connect the call and return to the same point in conversation etc.
- x. **Export or Download Facility**
 - a. The solution shall have export facility in which solution shall enable the Bureau officials to export or download various (data analytics) reports, user information, statistics etc.
 - b. The solution shall support the export or download of files in multiple formats like CSV, XLS, DOC, PDF formats.
 - c. Any other file-format as required by the Bureau in due course of time.
- xi. **Advertisement placeholder**

The Chatbot shall have an advertisement placeholder. The Bureau will decide to activate or deactivate the placeholder and shall notify the Service Provider accordingly. The placeholder should provide interface to change or publish new ads.
- xii. **Integration**
 - a. In case of failure or error and support related functionalities, the system shall connect with or route the calls to the concerned team or helpdesk of the Bureau.
 - b. The solution shall also be capable of connecting to any third-party platforms to enhance the service offerings to the end user.

C. IVRS and Manual In-bound and Out-bound Calling

- i. **General requirements**
 - a. State-of-the-Art Facilitation Centre Services will be requiring Inbound Calling, Outbound Calling and IVRS functions with multilingual workforce.
 - b. Entire process shall be captured in the system and each action including calls not accepted by the customer and calls dropped to be recorded in the system.
- ii. **Recording of calls**
 - a. Service Provider will deploy technical capability for automatic recording of 100% calls done to customers or received from customers. Screen recording shall be done for 20% of the cases on random basis.
 - b. The call records should be identifiable basis "Number Called To" or "Number Called From". Additional information like, time of call and date of call should be available with each call record.
- iii. **Monitoring of calls**
 - a. All the caller issues shall be recorded in the system and be escalated to the designated officer of the Bureau.

- iv. **Calling and Timings**
 - a. Customer's request to avoid calls at a particular time shall be recorded in the system and shall be honoured strictly.
- v. **Feedback of callers**
 - a. User feedback shall be captured at the end of the call or chat session. Service provider shall ensure that:
 - 1. The users should be given the option to rate the service quality and provide description (optional) of the issue (if any) through exit surveys of the users interacting with the Bureau through Chatbot or IVRS or Manual Calling.
 - 2. Provision for capturing feedback for each call or chat session should be clubbed with binary parameter like thumbs up or thumbs down or "Yes" and "No" to make the feedback process easier.
 - b. Adequate provision for capturing the detailed feedback shall also be provided.
- vi. **Sharing of data:**
 - a. Data will have to be shared through secure channels like SFTP or webservice or Application Program Interface (API), etc.

D. SMS and e-Mail Services

The State-of-the-Art Facilitation Centre Services shall also provide the facility of sending bulk SMSs and e-Mails for running awareness campaign, communicating important information, notifications, reminders, acknowledgement etc.

E. Analytics and Reporting

The analytics module of the State-of-the-Art Facilitation Centre Services should have capabilities to capture and process very large amount of data and generate insights based on them. The module should generate relevant information that can be used in the conversation to increase engagement, train and maintain the Chatbot solution. Following reports should be generated:

- i. **AI based Chatbot**
 - a. User-level reports like:
 - Total users
 - New users
 - Average number of conversations per user
 - Average time of chat per user
 - Satisfaction level of users or user feedback rating
 - Demographics wise distribution
 - etc.
 - b. The Service Provider shall also have provision to keep access logs safely stored so that same can be furnished in case required by the Bureau. The access logs shall have following information:
 - Complete chat **along** with start and end time of chat.
 - User information **like** name, mobile, email etc.
 - Time stamp (in **IST**) of the chat.

- IP (IP4 and IP6 **whichever** is applicable) address of the user machine.
- c. Conversation Level Reports
 - **Count of Conversations:** Total number of conversations started by the user and Bot started the conversation with user.
 - **Count of Failures or Errors:** Number of unprocessed messages by the Bot.
 - **Count of Success:** Number of successfully completed conversations.
- d. Bot KPIs
 - **Count of User Retention:** The number of users returning to the Bot in a given period of time.
 - **Response time:** Bot's response time (average, min, max etc).
 - **Failure rate:** Bot's failure in delivering services to the user.
 - **Bot availability:** Uptime or downtime of the Chatbot.
 - **Word to error ratio:** There should be a report that shows the 'word to error ratio' of the solution. (ratio of number of correctly identified words to the incorrectly identified words by the Chatbot).
- ii. IVRS and Manual In-bound and Out-bound Calling
 - a. Mutually agreed live performance reports shall be available to the Bureau.
 - b. System should collate the feedback received and generate the reports for the Bureau on real-time basis.
 - c. Reports based on statistics of auto-dialers and inbound call distribution systems.
 - d. Reports about repeat calls from the same number or caller within specified timeframe (e.g., within 5 mins, 10 mins, 15 mins etc.).
 - e. Reports based on user retention time, response time or waiting time etc.
- iii. Feedback analytics

Appropriate analytics shall be performed on the data to get the insights on user feedback or as may be requested by the Bureau at the time of requirement gathering and post go-live.
- iv. Analytics integration

The Chatbot and Auto-dialer and inbound call distribution system shall be seamlessly integrable with common monitoring and analysis module passing on complete information. the Analytics module shall provide integration mechanism like API or direct connection, for consumption by the Bureau analytics module backend (if required).

F. Language Support

Language support means enabling languages for the State-of-the-Art Facilitation Centre Services in one or more languages (prevalent in India or Indian regions) as per the table below.

Sr. No.	Language
1	English
2	Hindi
3	Hinglish (mix of Hindi and English)

6. Technical Requirements Specifications (TRS)

Technical specifications provided here are the set of requirements that the State-of-the-Art Facilitation Centre Services shall meet. This section provides technical or non-functional requirements which are essential for defining a proposed system and ensuring mutual understanding among key stakeholders.

All the technical specifications provided in this section are minimum and have been provided for immediate reference only.

As explained earlier State-of-the-Art Facilitation Centre Services will be bundled of following components:

- i. AI based Chatbot (WhatsApp, Web Application or Web Site and Mobile App enabled)
- ii. Interactive Voice Response System (IVRS) and manual in-bound and out-bound calling
- iii. Bulk SMS and e-Mail

A. AI based Chatbot (WhatsApp, Web Application or Web Site and Mobile App enabled)

- i. General requirements
 - a. Implement AI enabled Chatbot solution for the Bureau.
 - b. Chatbot shall be accessible through WhatsApp, Web Applications or Web Sites and Mobile Apps.
 - c. The Chatbot shall support all popular or common web browsers i.e., Chrome, Mozilla, Internet Explorer, Apple Safari.
 - d. The Chatbot shall comply with the guidelines issued by the Govt. of India for the development of the government websites or portal or web application i.e., GIGW

B. IVRS and Manual In-bound and Out-bound Calling

- i. General requirements
 - a. Provide dedicated telephone lines along with dedicated numbers for:
 1. making outbound calls
 2. Receiving inbound calls
 - b. Provide true caller business id.
 - c. Provide state of the art call centre solution along with auto-dialer and inbound call distribution systems.
 - d. A CRM solution shall be deployed with supervisor access to the Bureau for view real-time status.
 - e. The telephone lines shall be on the names of the Bureau which will be transferred to the Bureau or replacement Service Provider during exit management phase.
 - f. Entire process shall be captured in the system and each action including calls not accepted by the customer and calls dropped to be recorded in the system.

- [illegible]

- b. Service Provider shall be responsible for any act of indiscipline or otherwise on the part of personnel deployed.
- c. The feedback and coaching sessions should also be provided to the State-of-the-Art Facilitation Centre executives.
- d. Regular training to be provided wherein gaps are identified in the behaviour.

C. SMS and e-Mail Services

- i. Service provider will be responsible for providing bulk SMS and e-Mail services to the Bureau for various purposes like awareness campaigns, sharing status (updates) of application, intimation or notifications, feedback etc.
- ii. All the cost related to SMS and e-Mail services shall be bundled in the financial bid. Which will be paid by the Bureau on the basis of unit cost quoted and total number of SMS and e-Mail sent. the Bureau will not be paying any additional cost during entire contract period.

D. Analytics and Reporting

- i. The formats of the reports will be prepared and finalized at the time of requirement gathering.
- ii. The Bureau may request Service Provider to prepare new or custom reports which shall be developed by the Service Provider without any additional cost to the Bureau.
- iii. All the tools and infrastructure required for analytical reporting will be arranged or procured and installed by the Service Provider.

E. Implementation and Hosting

- i. Implementation of the State-of-the-Art Facilitation Centre Services shall be based on the approved Project Requirement Document (PRD) prepared by the Service Provider and approved by the Bureau.
- ii. Service Provider shall be responsible for hosting the various components on the cloud platform. The hosting of the application should be carried out on at least Tier III data centre within India.
- iii. The Service Provider shall be responsible for installation, integration, testing and commissioning of the hosting environment on the cloud platform, and installation of all the software along with all the allied equipment, software, updates, patches etc. at the production environment as and when required for the successful hosting.
- iv. The Service Provider shall be required to submit all necessary data centre related certifications like tier certificate, ISO 27001 certificate etc., along with its technical proposal.
- v. In case there is any requirement of any specific server at any point of time, the Service Provider shall be required to provide the same without any additional cost to the Bureau.
- vi. It will be the responsibility of Service Provider to identify appropriate specifications for cloud platform for running the State-of-the-Art Facilitation Centre Services efficiently. Purpose of this shall be to provide enough capacity in terms of data

processing, data storage and network bandwidth for handling of overall load and traffic without compromising the overall performance of the solution.

- vii. The Service Provider shall formulate an effective back-up strategy and disaster recovery plan and shall be responsible for implementing the same at the time of hosting.

F. Solution Architecture

- i. The system should allow addition of more features or sub-modules or more users in any module as and when required, without affecting the performance of other functioning modules, which should seamlessly integrate into the core system.
- ii. The system should support customization to meet the project requirements at any stage of the implementation or post go-live of the solution.

G. Upgrades and Enhancements

- i. Service provider shall ensure quality of services and provide patches for solution enhancements and fixing of issues after successful implementation on a proactive basis.
- ii. It will be responsibility of Service Provider to provide all the upgrades and enhancements of all the components of the State-of-the-Art Facilitation Centre Services without any additional cost to the Bureau, which shall support upgrades (deployment of patches or new version) without any adverse impact on the performance of any of the components.

H. Solution Security

The solution should have security features as per the industry standards and Government of India recommendations. The Service Provider shall get the security testing done every year or as per the Bureau's explicit request and share the security test passing certificate with the Bureau.

The Service Provider shall be required to perform the following activities:

- i. Fix the issues or gaps or vulnerabilities reported in the security audit report.
- ii. Submit the action taken report on the vulnerabilities.
- iii. Any other activity concerning security audit related aspects.
- iv. Compliance on data privacy controls as per laws of Government of India.

I. User Interface and Access

- i. The Chatbot GUI should be user friendly, interactive and responsive and should be WhatsApp, Browser as well as Mobile App based.

J. Failure or Error Management

It is expected that the failure of State-of-the-Art Facilitation Centre Services shall be limited, and the failure or error rate shall be having a declining trend specially in case of Chatbot as the performance of Chatbot is likely to become better over time. However even for handling such small failures or errors of the Chatbot solution, the Service Provider shall provide failure or error handling mechanism. The Chatbot shall do the following to handle the cases where Chatbot fails to answer the user query correctly.

- i. Depending on the needs and use cases the Chatbot shall transfer the call to the State-of-the-Art Facilitation Centre, or the user will be informed about the State-of-the-Art Facilitation Centre number where they can call and find the information they are looking for.
- ii. Service Provider shall have a ticketing system which will be monitored by its staff where a ticket will be generated with the failure or error details.
- iii. The Service Provider shall fix the error or train the Chatbot and then close the ticket. Relevant information about error or ticket shall be shared with the Bureau in the monthly compliance report.

There shall be no license or cost consequence on the Bureau for the ticketing system.

K. Data Backup or Data Archival or Restore

- i. The proposed solution shall be able to archive data like call or chat data, user data, success & failure related data etc. based on user specified parameters (i.e., data range) and restore archival data for online use whenever required.
- ii. The proposed solution shall have features to schedule backup or restore operations. The Service Provider should ensure that activity such as proper Data Backup, Data Restoration, and Data Synchronization are tested and implemented properly.
- iii. The system shall produce a report for each backup or restore activity which should be shared with the Bureau.
- iv. The system should allow recovery of data in case of hardware or software failure and data corruption. It should be able to perform recovery to a point of time, to known backup database.

L. Data Security and Privacy

- i. Privacy of the user data must be protected all the time, at rest and during transit.
- ii. Personal Identifiable Information (PII)
 1. PII should be masked at all times and should be stored securely and separately. The stored data shall not be read by any other means unless warranted by the requirements laid out by the Bureau.
 2. The Service Provider shall identify such sensitive data in voice and text in consultation with the Bureau and as per relevant regulations laid out from time to time.
 3. Whenever required by the Bureau, the Service Provider shall make appropriate transfer of ownership of data stored with personal and sensitive data.
- iii. Adherence to laws and regulations on sensitive data handling and storage
 1. The Service Provider shall meet industry and global best practices for data security and privacy.
 2. All data must be stored within geographical boundaries of India ONLY.
 3. The Service Provider shall comply to the rules and regulations laid out by Government of India time to time.

- iv. Audit and compliance: The Bureau reserves the right to conduct audit through its third party appointed agency (if required), the Service Provider shall also conduct regular audits for compliance on data privacy controls.

7. Scope of Work (SoW)

The scope of work sets out list of services that the service provider will be providing as part of this project for meeting the project goals. The scope of work also contains various deliverables, schedules, reports and end products that are to be provided by the Service Provider as part of this project. The Service Provider shall be providing quality and timely services to the Bureau for the successful of the project. All the activities performed by the Service Provider during different phases of the project shall be closely monitored by the Bureau. The SI is strongly advised to carefully read the scope of work and quote accordingly.

The State-of-the-Art Facilitation Centre shall be the first point for the communication (i.e., chat or calls) emanating from licensees, industry, consumer, public who would be requiring assistance related to various activities and schemes of the Bureau. The assistance could be informational and transactional like:

- Activity or scheme related information
- Information regarding Indian Standards
- Form filling or application related help
- Filing of grievance or complaints
- Enquiry about status of application or complaints

The entire project will be executed on turnkey basis which includes implementation and operationalization of State-of-the-Art Facilitation Centre Services for the Bureau. The State-of-the-Art Facilitation Centre Services shall initially be for 1 years (from the date of go-live) which will be further extendable as per the terms and conditions of this RFP.

If the contract period is extended, then the Service Provider shall ensure that all the supplied software OEM warranty, service and support, subscription is also extended for the same period.

The overall scope of work for the envisaged project has been divided into two phases:

- A. Phase I – Implementation & Go-live of State-of-the-Art Facilitation Centre Services
- B. Phase II – O&M (Operation & Maintenance) of State-of-the-Art Facilitation Centre Services

If any additional IT infrastructure, non-IT infrastructure, hardware, software, licenses etc., are required for the specified scope of work and to meet the SLA requirements, service provider would be responsible for the procurement, installation, up-gradation, support, operations, and maintenance of the same for entire project duration at no extra cost to the Bureau.

The phase-wise detailed scope of work is as following:

A. Phase – I: Implementation & Go-live of State-of-the-Art Facilitation Centre Services

Single point of contact (SPOC) shall be assigned by the Service Provider for the Bureau for better coordination, ensuring quality services and timely resolution of issues.

i. Requirement Study and Preparation of PRD

An indicative FRS, TRS and SoW have been provided in this RFP document, the Service Provider shall carryout an independent and detailed assessment study of functional, technical, and operational requirements for the successful implementation of State-of-the-Art Facilitation Centre Services for the Bureau.

The Service Provider is responsible to carry out an independent activities or schemes study at the Bureau Head Office to thoroughly understand the functions, operational processes and software solutions implemented. The study shall be carried out by:

- a. Interacting with concerned department officials and understanding the entire setup, process flows, and business logics involved.
- b. Understand the business processes of various activities and various service requirements from the State-of-the-Art Facilitation Centre.
- c. Reviewing the existing systems, processes, and software solutions.
- d. Preparation of detailed use cases scenarios.
- e. Understanding or assessment of data inputs and outputs requirements by collecting details of all the input and output points.
- f. Understanding or assessment of existing applications from perspective of integration with proposed application.

Based on the above study, preparing Project Requirement Document (PRD), and obtaining Sign-off on PRD from the Bureau. Based on the approved requirements, preparation of Project Implementation Plan and submission to the Bureau.

ii. Implementation

- a. Implementation of State-of-the-Art Facilitation Centre Services as per the requirements finalized in PRD document and as described in this RFP.

iii. Deployment of Team

- a. Deploy team of State-of-the-Art Facilitation Centre executives and ensure that it is operational as per agreed timelines.

Sr. #	Position	Numbers	Role
1.	Executive	5	1 for each region for receiving inbound calls and giving outbound calls

- b. As this is a new initiative of the Bureau to facilitate Licensees, manufacturers, consumers and public; the Bureau may ask the Service Provider to increase or decrease the team size deployed for the project as per the response received in due course of time.
- c. Define governance structure and mechanism for monitoring the activities and performance evaluation of the State-of-the-Art Facilitation Centre executives.

iv. Testing

Testing of State-of-the-Art Facilitation Centre Services i.e., system testing, performance testing, security testing etc.

- a. Preparation and submission of detailed testing plan and strategy.
- b. Prepare and share various use cases and scenarios.
- c. Carryout system, performance, and security testing of various components or modules of the system.
- d. Taking corrective steps based on the testing reports i.e., rectifying the software issues or bugs reported during the testing.

- e. The testing results along with details or reports of action taken shall be submitted to the Bureau.
 - f. All the testing and related activities will be carried out by the Service Provider at its own expense and at no additional cost to the Bureau.
- v. **User Acceptance Testing (UAT)**
 - a. Service Provider to prepare and submit detailed UAT plans to the Bureau along with:
 - i. test cases with results for review and verification at the time of UAT.
 - ii. use cases, scenarios along with results for carrying out UAT.
 - b. Service Provider shall conduct a workshop for the Bureau officials before handing over various components to the Bureau for UAT.
 - c. UAT shall be done jointly by the Bureau and Service Provider. Service Provider shall assist the Bureau in carrying out UAT of the components.
 - d. Service Provider shall rectify the issues or bugs reported during the UAT.
 - e. the Bureau may reject any part of the system that fails to pass any test or do not conform to the specifications or requirements of the Bureau. The Service Provider shall rectify such rejected parts or make alterations necessary to meet the specifications and shall again perform the testing, all these activities shall be performed at no additional cost to the Bureau.
 - f. Service Provider shall conduct User Acceptance Tests (UATs) to ascertain whether the proposed system meets the functional and technical requirements as per the RFP.
 - g. Final approval or user acceptance of the application software will be given by the Bureau after successful implementation and testing. This is the responsibility of the Service Provider to obtain the UAT approval from the Bureau.
 - h. All the costs towards testing, rectification or upgradation shall be borne by the Service Provider.
- vi. **Training**
 - a. Service Provider shall conduct training of the Bureau officials on monitoring and analysis module for its efficient and effective use by the concern stakeholders.
 - b. Service Provider shall prepare training plan and get it approved from the Bureau.
 - c. Training shall be conducted before making the State-of-the-Art Facilitation Centre Services live.
- vii. **Hosting, Deployment and Go-Live**
 - a. Hosting: Service Provider shall be responsible for hosting the various components on service provider's cloud platform. The detailed hosting requirements are provided in technical specifications of this document. The cost of hosting shall be bundled with the one-time solution implementation cost and monthly O&M cost of the solution (Annexure-VI).

- b. Deployment: Only after the successful completion of UAT and receiving clearance certificate of security testing, the system shall be deployed on the production environment.
- c. Go-live:
 - 1. After the successful completion of UAT and receiving clearance certificate of security testing, it will be deployed on production environment and would be declared as Go-Live.
 - 2. Service Provider shall also handover complete, fully tested or audited, bug free, final version of source code (in softcopy format) of the implemented solution along with complete details of technology and software (with versions) used for the implementation.

The Bureau will be issuing certificates to the Service Provider for successful Go-live of the State-of-the-Art Facilitation Centre Services.

B. Phase – II: O&M of State-of-the-Art Facilitation Centre Services

After successful Go-live, State-of-the-Art Facilitation Centre Services shall be entering the Operations & Maintenance (O&M) phase.

- i. General Requirements
 - a. Service Provider shall be responsible for providing the post implementation support for the entire O&M period that shall include maintenance support, technical support, failure or error management, bug fixing, and implementation and deployment of Change Request raised by the Bureau.
 - b. If any OEM is involved in the process, the Service Provider shall ensure the support from OEM also for the same period.
 - c. Service Provider shall deploy properly trained and skilled manpower to ensure seamless operations of the State-of-the-Art Facilitation Centre Services.
 - d. Service Provider shall submit the detailed monthly compliance report including data analytics reports as finalized during requirement study in hard and softcopy format to the Bureau within first calendar week of the next month, and on need basis as and when required by the Bureau.
 - e. The Service Provider shall be responsible for handling all the issues or problems faced by the Bureau or users. The Service Provider shall be responsible for (including following, but not limited to):
 - 1. Diagnosing and fixing of bugs on priority that are identified or report during the contract period.
 - 2. Service Provider shall provide a bug management tool or use the tool provided by the Bureau. A ticket shall be raised in this tool against each issue or bug identified or reported. The tickets raised shall be closed by the Service Provider in timely manner as per the deadline assigned by the Bureau.
 - 3. Installation of new versions or software or releases (including next generation release) upgrades, bug fixes, functionality enhancements, patches to cater to

changes (including legal, statutory and policy requirements), any modification or enhancements to existing business processes, changes to configurations, customizations, database administration, data back-up and archiving, security and other technical assistance.

4. Overall administration, operations, monitoring, and maintenance, definitions or patches or updates or service packs, backup, recovery, etc. of the deployed IT hardware and software infrastructure at the cloud platform and to ensure the desired uptime.
5. Update training, user manuals etc. on a regular basis and provide training to the designated users of the Bureau for proper management and handling of Chatbot solution and its issues.
6. In case any critical issue is identified then the team shall work extra hours from office or home to fix them.

ii. **Working Schedule**

- a. AI based Chatbot services shall be available 24 hrs, all days whether working or not. However, call transfer facility from Chatbot to the State-of-the-Art Facilitation Centre executive will available as per the schedule mentioned below.
- b. IVRS services shall be available 24 hrs, all days whether working or not. However, call transfer facility from Chatbot to the State-of-the-Art Facilitation Centre executive will available as per the schedule mentioned in point below.
- c. Manual In-bound and Out-bound Calling services shall be available all days between 09:00hrs to 17:30hrs IST (single shift of 8:30hrs) except on national holidays. Latest TRAI guidelines shall be followed strictly, and the Bureau shall be kept informed regarding any new notification from time to time.
- d. Beyond manual calling hrs, Chatbot and IVRS shall inform the caller regarding unavailability of services and request to call back within working hrs.
- e. SMS and e-Mail service request may be raised between 09:00hrs to 17:30hrs IST, all days whether working or not.
- f. The timings mentioned above may change as per the future requirements of the Bureau.

iii. **Improvements in State-of-the-Art Facilitation Centre Services**

- a. Service Provider shall analyse and train Chatbot proactively on an on-going basis. It shall continually improve and train the engine for best user experience by constant and regular improvements of intents and models supporting customer interactions.
- b. The Bureau may request the Service Provider to make necessary changes or improvements in the Chatbot conversation flow, layout, colour scheme, content, reports etc. However, these changes shall be suggested keeping in view that it should not impact the database schema. The Service Provider shall be responsible to make these changes at no extra cost to the Bureau.
- c. Responses for unanswered queries should be added or updated based on conversation analysis between bot and the user.

- d. Regular feedback, coaching and training shall be provided to the State-of-the-Art Facilitation Centre executives for general improvements or in case gaps are identified in the behaviour.
- e. Regular updates in IVR options as per the data received, business requirements of the Bureau or improve overall user experience.

iv. **Refresher Training**

- a. Service Provider shall plan and conduct refresher trainings as per the requirements raised by the Bureau.
- b. All the infrastructure for organizing refresher trainings like, space, sitting arrangements, projector, laptop or computer, refreshments etc. will be provided by the Bureau.
- c. Service provider shall be providing trainers and bearing all the cost of traveling, boarding, and lodging of trainers.
- d. Refresher trainings will be part of O&M phase and will be organized without any cost to the Bureau.

C. Solution Monitoring

- i. Service Provider shall deploy all requisite manpower, tools and software for proactive monitoring of resources utilization, load and performance, system health, SLA conditions etc. of the State-of-the-Art Facilitation Centre Services.
- ii. Service Provider shall implement necessary automation wherever possible for monitoring and raising alerts for issues and system outages.

D. Change Request

- i. All changes outside the scope of work having financial implications in terms of the overall cost or time of the project, shall be undertaken by the Service Provider, only after securing the express consent of the Bureau.
- ii. While approving any change request, if required, the Bureau may ask the Service Provider to deploy a SPOC resource at the Bureau for some time.
- iii. The change request or management procedure will follow the following steps:
 - a. The information related to initiator, initiation date and details of change required, and priority of the change will be documented by the Bureau.
 - b. Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Service Provider.
 - c. The Bureau will approve or disapprove the change requested including the additional payments (as per the quoted man-month rate), after discussion with Service Provider.
 - d. Any change request where the total man-month effort requirement is upto 10 man-days shall not be considered as change request.
 - e. The change request will be implemented in accordance with the agreed efforts, and schedule by the Service Provider.

- f. The per day change request implementation cost will be calculated using the “One-time Implementation cost” quoted by the service provider in Financial Proposal and “Project Time” as specified at para 8-B of this RFP.
- g. The change will be verified and tested by the Bureau after successful implementation prior to deployment on the production server.

E. Documentation

- i. The Service Provider shall create and maintain standard documentation (but not limited to) as below:
 - a. Project Requirement Document (PRD) including but not limited to system architecture, screen layouts, design guidelines, entities, functional requirements, test plan, test cases etc.
 - b. Intra and inter platform integration details
 - c. Project plans
 - d. Performance testing report
 - e. Security testing clearance certificate
 - f. Training plan, user manuals
 - g. Data privacy and security policy
 - h. Details or documents of dedicated telephone lines for outbound and inbound calls.
 - i. Business continuity and exit management plan
- ii. Updating all above mentioned documents time to time, specially whenever there is any change or update in the solution. Submit all the updated documents to the Bureau.
- iii. All documentation shall be in English.

F. Training and Capacity Building

Training of key stakeholders is essential for ensuring that the implemented system is actually put to use. Hence, the service provider shall ensure a proper training to the designated end-users so as to make them well conversant with the functionalities, features and processes built in the proposed system.

- i. Service Provider shall provide comprehensive and detailed training plan.
- ii. Training plan shall be prepared in consultation with the Bureau. Service Provider shall submit the plan for approval of the Bureau before initiating the training activity.
- iii. Training will be organized at the Bureau headquarter.
- iv. Requisite training infrastructure like space, seats, projector with screen etc. shall be provided by the Bureau.
- v. Training shall be organized by the Service Provider wherein all the logistics and supportive facilities (if any), apart from the above-mentioned facilities, should be arranged by the Service Provider only and all the cost incurred in making these arrangements for training at prescribed location(s) shall be borne by the Service Provider.

- vi. The Service Provider shall provide training handouts, user manuals. The language of training manual shall be in English.

G. Project Management

- i. Co-ordinate all activities with the nodal officer assigned by the Bureau.
- ii. Ensure timely delivery of all the deliverables related to envisaged services.
- iii. Co-ordinate among various stakeholders and other vendors.
- iv. Ensure that day to day issues related to the proposed solution are handled and resolved immediately.
- v. Monitor risk management related aspects and project delays.

H. Project Monitoring and Reporting

- i. Service Provider shall describe the project monitoring and reporting methodology in the bid response.
- ii. Service Provider shall submit a monthly compliance report to the Bureau for review.
- iii. Report exceptions and issues to the Bureau that require immediate attention on a regular basis.
- iv. Service Provider shall update the nodal officer of the Bureau about critical issues in progress review meetings to be held at periodic intervals.

I. SLA Monitoring and Audit Support

- i. Service Provider shall adhere to the SLAs laid out in the RFP.
- ii. Service Provider shall provide SLA monitoring tool and dashboard to the Bureau and its nominated audit partner (if appointed later) for evaluation of different service level parameters.
- iii. Service Provider shall be responsible to provide necessary data, logs, access etc. and to get the SLAs and other system parameters audited from the Bureau or audit partner appointed by the Bureau (if appointed later) as per schedule.

J. Miscellaneous

- i. Service Provider shall be available at the Bureau from time to time for discussions or review meetings.
- ii. Meetings may also hold through video conferencing (VC) and the Service Provider shall make all the necessary arrangements to attend these meetings through VC.
- iii. In case of physical meetings at the Bureau, the cost of travel or accommodation etc. shall be borne by the Service Provider.

8. Deliverables and Project Timelines

A. Deliverables

The key deliverables of the Service Providers are as following:

Sr.#	Deliverable No.	Deliverable from Service Provider
1.	D1	<ul style="list-style-type: none"> PRD Project implementation plan
2.	D2	<ul style="list-style-type: none"> Test plan, cases and scenarios Performance test along with test results User Acceptance Test (UAT) plan, cases and scenarios
3.	D3	<ul style="list-style-type: none"> UAT report Security audit report or results OEMs and third-party licenses, agreements, and any other supporting document
4.	D4	<ul style="list-style-type: none"> Training Plan Security audit clearance certificate
5.	D5	<ul style="list-style-type: none"> Monthly compliance reports covering the following: <ul style="list-style-type: none"> Performance monitoring reports for system SLA compliance reports Details of patches or upgrades of all components Success, failure, and error analysis report including reason of failure or error remedial action against it.

B. Project Timelines

The project timelines for the implementation of State-of-the-Art Facilitation Centre Services are as follows:

Sr.#	Activities	Timeline	Deliverable No.
1.	Signing of contract with Selected Bidder	Date of Start (T)	–
2.	Preparation and submission of PRD	T+15 calendar days	D1
3.	Implementation of State-of-the-Art Facilitation Centre Services including testing	T+105 calendar days	–
4.	Beta launch and UAT of services	T+125 calendar days	D2, D3
5.	Training to the Bureau users and security testing	T+130 calendar days	D4
6.	Deployment and go-live	T+135 calendar days	–
7.	O&M (Operations & Maintenance) period	1 year from the date of go-live*	D5

*Further extendable as per the terms and conditions of this RFP.

9. Service Level Agreement (SLA)

Service Level Agreement (SLA) defines the quality and timelines of service delivery during the O&M phase of the project. SLA will help the Bureau sustain the planned business outcomes from the solution deployed on continued basis during the contract period.

1. Purpose of this SLA is to clearly define the service level standards in terms of quality standards and timelines to be complied by the Service Provider and further enforce it on the Service Provider. SLA defined here shall be in effect for the entire contract period (1 years from the day of go-live and any extension thereafter).
2. The SLA is designed to:
 - a. Define unambiguously the service level standards expected from the Service Provider.
 - b. Provide tool to the Bureau to monitor and control and ensure the service level provided by the Service Provider comply to the RFP document.
 - c. Draw urgent attention of the Service Provider in case there is any issues in the service levels or service level falls below the agreed or desired level.

Sr.#	Service	Service Level	Details	% non-Compliance	Penalty
1	Availability of Chatbot & IVRS	≥ 99.5% availability	•Availability and downtime (except planned downtime) of the services.	> 0.5% but < 1.0%	1% of O&M monthly cost quoted in 2A
				≥ 1.0% but < 3.0%	4% of O&M monthly cost quoted in 2A
				≥ 3.0% but < 5.0%	7% of O&M monthly cost quoted in 2A
				≥ 5.0%	10% of O&M monthly cost quoted in 2A [#]
2	Response time of Chatbot & IVRS	≤ 5 seconds for 99% requests	•Average response time of the services.	≤ 5 seconds for 97.5% requests	1% of O&M monthly cost quoted in 2A
				≤ 5 seconds for 95% requests	4% of O&M monthly cost quoted in 2A
				≤ 5 seconds for 92.5% requests	7% of O&M monthly cost quoted in 2A
				≤ 5 seconds for 90% requests	10% of O&M monthly cost quoted in 2A [#]
3	Failure of Chatbot & IVRS	≤ 20%	•Failure to understand or incorrectly understand the conversation.	> 20% but ≤ 25%	1% of O&M monthly cost quoted in 2A
				> 25% but ≤ 30%	4% of O&M monthly cost quoted in 2A
				> 30% but ≤ 35%	7% of O&M monthly cost quoted in 2A
				> 35%	10% of O&M monthly cost quoted in 2A [#]
		≤ 10%	•Failure to respond to the	> 10% but ≤ 15%	1% of O&M monthly cost quoted in 2A

Sr.#	Service	Service Level	Details	% non-Compliance	Penalty
			user request or any other error while responding to user request.	> 15% but ≤ 20%	4% of O&M monthly cost quoted in 2A
				> 20% but ≤ 25%	7% of O&M monthly cost quoted in 2A
				> 25%	10% of O&M monthly cost quoted in 2A [#]
4	Availability of calling Services	> 99%	• Unavailability of Manual Services (except planned downtime) and	≤ 99% & > 98%	1% of O&M monthly cost quoted in 2B
				≤ 98% & > 96%	4% of O&M monthly cost quoted in 2B
5	Abandoning of calls	> 99%	• Abandoning of calls by the executives without resolving the issue or completing the conversation with caller.	≤ 96% & > 94%	7% of O&M monthly cost quoted in 2B
				≤ 94% & > 92%	10% of O&M monthly cost quoted in 2B [#]
6	Submission of monthly compliance report (MCR)	Within 1 calendar week of end of each month	• Submission of MCR along with supporting documents as finalized during PRD preparation.	Non-submission of monthly compliance report (MCR) within 1 calendar week of end of each month	2% of monthly payment for each subsequent week delay. Maximum of 10% of monthly payment after which the Bureau may initiate process for termination of services on grounds of non-performance

The Bureau may initiate process for termination of services on grounds of non-performance

Note:

- All SLA conditions shall be measured through management tool. The detailed SLA compliance report (SLA report) shall be submitted along with monthly compliance report (MCR) by the Service Provider.
- Total penalty will be capped to 20% of the due quarterly payment.
- The Bureau may treat 20% penalty as serious breach of SLA and may initiate termination procedure against the Service Provider.

10. Payment Terms

A. Payment Schedule

Payment schedule of the project is as following:

Sr.#	Component	Payment Schedule	Payment Milestone
1.	Services implementation Cost	50% of implementation cost	1A. On successful beta launch of the State-of-the-Art Facilitation Centre Services
		50% of implementation cost	1B. On successful Go-live of the State-of-the-Art Facilitation Centre Services
2.	Operations & Maintenance Cost	100% of quarterly O&M cost	2. On successful submission of monthly compliance reports and processing of due payment as per the RFP conditions
3.	Change request cost	100% of change request cost	3. On successful implementation and deployment of change request

Note:

- Beta Launch of the State-of-the-Art Facilitation Centre Services shall be made available to a limited number of users or closed group in order to analyse, initial learnings and tweaking accordingly.
- The solution will be made live after successful UAT and receiving clearance certificate of security testing.
- For all milestones the payment due shall be done only after completion of that milestone after adjusting applicable Liquidated Damages as per Clause 10C of the RFP.
- Payment for the routine security testing carried out after go-live every year or the security audits carried out after go-live due to fixing of identified or reported vulnerabilities shall be paid by the Service Provider.

B. Payment Conditions

- The Service Provider shall be required to submit the invoice in formats prescribed by the Bureau.
- The payment of implementation cost will be as mentioned in the table above after deducting the Liquidated Damage (LD), if applicable.
- The payment of Operations & Maintenance (O&M) cost will be computed using monthly cost mentioned in Annexure-VI on submission of monthly deliverables and documents.
- The payment of O&M (Operations & Maintenance) cost will be done on quarterly basis, after deducting the penalty as per the SLA, if applicable. Therefore, Service Provider shall raise invoice on quarterly basis.

- e. Payment to be made with taxes after deducting penalties and subject to verification of the supporting documents by the Bureau.
- f. Payment shall be released after deducting TDS as per applicable provisions of GST and Income Tax.

C. Liquidated Damages

In case of the Service Provider's failure to submit the documents and implement the State-of-the-Art Facilitation Centre Services within the time as specified in this RFP, the Service Provider shall pay to the Bureau, fixed and agreed liquidated damages (LD) and the Bureau may, at its discretion, withhold any payment until the completion of the milestone or the contract, as applicable. The Bureau may also deduct from the Service Providers, as agreed, the liquidated damages according to the details furnished in the table below. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to the Bureau, under the contract and law.

Sr.#	Milestone	Penalty of Delay
1.	Delay in 'Beta Launch' of the State-of-the-Art Facilitation Centre Services, beyond timelines as prescribed in Chapter 'Project Timeline'	1% of milestone 1A (clause 11-A) payment for every week of delay with a capping of 10% [#] of the milestone 1A amount.-c
2.	Delay in 'Go-live' of the State-of-the-Art Facilitation Centre Services beyond timelines as prescribed in Chapter 'Project Timeline'	1% of milestone 1B (clause 11-A) payment for every week of delay with a capping of 10% [#] of the milestone 1B amount.

The Bureau may initiate process for termination of services on grounds of non-performance.

11. Opening and Evaluation of Bids

A. Opening of technical e-Bid

- i. The Bureau will open all technical bids, in the presence of bidder's representatives who choose to attend the bid opening process on the prescribed date and time of opening at the prescribed venue as mentioned in this RFP or subsequently communicated to the bidders.
- ii. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and place on the next working day.

B. Opening of financial e-Bid

- i. After evaluation of technical bid by the evaluation committee, the Bureau shall notify those bidders whose technical bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial bids will not be opened.
- ii. The Bureau will simultaneously notify the bidders, whose technical bids were considered acceptable to the Bureau. The notification will be sent by the e-mail provided by bidders.
- iii. The financial bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend the bid opening process. The date and time for opening of financial bids will be communicated to the technically qualified bidders through e-mail provided by the bidder subsequently after completing the technical bids evaluation process. The name of bidders along with financial quotes will be announced at the meeting.

C. Evaluation of Bid

e-Bid proposals will be reviewed by a committee constituted by the Bureau or its designated representative(s). The Bureau, or such other authority designated by the Bureau is also referred to herein as the Evaluation Committee (or "Committee").

D. Bid Evaluation Procedure

To establish the bidder's competency and capabilities, it is proposed that the evaluation of the bids will be done in two stages as mentioned below:

Stage-1:

- Evaluation on Pre-Qualification criteria to establish the eligibility claim.
- Evaluation on Technical criteria to establish the technical competency.

Stage-2:

- Evaluation of Financial proposal

On each of these parameters, the bidders would be required to meet the qualification or evaluation criteria as detailed in subsequent sections.

- All those bids meeting the Pre-Qualification Criteria would progress to the next level of evaluation i.e., Technical Bid Evaluation.

- Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e., Financial Bid Evaluation.

i. **Stage-1 of Evaluation of Technical Proposal**

At this stage, only Pre-Qualification and Technical proposal would be considered. Financial bids or proposals would not be opened at this stage.

- **Evaluation of Pre-qualification Proposal:**

An “Evaluation Committee” would perform an initial review of the pre-qualification proposals and they shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

- **Evaluation of Technical Proposal:**

Technical Evaluation of only qualified eligible bidders would be carried out in the following manner:

- a) The e-bid proposal will be evaluated against the technical criteria defined in this RFP and bidder is required to provide details on the proposed solution.
- b) Proposal Presentations: bidders who are qualified on pre-qualification criteria will be called for making a presentation to the committee at the Bureau at a date, time communicated to them by the Bureau. The purpose of such presentations would be to allow the bidders to demonstrate the proposed solution to the committee.
- c) The Evaluation Committee may undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.
- d) Upon technical evaluation of each bid in-line with a, b and c mentioned above, “Technical marks” out of 100 marks will be assigned to every bid.
- e) The bidders who score 60 or more marks in technical bid, will qualify for the evaluation of the financial bid.
- f) The bidder with the highest marks in technical bid will be awarded 100 “Technical Score” and subsequently other bidders will also be awarded “Technical Score” relative to the highest technical marks for the final composite score calculation purpose e.g., if the highest technical marks is 90 then “Technical Score” is $(90/90) \times 100 = 100$, hence the bidder with highest technical marks will score 100 “Technical Score”. Similarly, another bidder who scored 80 marks, will get $(80/90) \times 100 = 88.88$ “Technical Score”. Following formula will be used for the “Technical Score” (TS) calculation:

$$\text{Technical Score (TS)} = \frac{(\text{Bidder's Technical Marks (BTM)})}{(\text{Highest Technical Marks (HTM)})} \times 100$$

- g) The details of technical evaluation parameters are provided at clause 5.

ii. Stage-2 Evaluation of Financial Proposal

The evaluation will be carried out if financial bids are complete and computationally correct. The lowest financial bid will be awarded “Financial Score” of 100. The “Financial Score” of other bidder(s) will be computed by measuring the financial bids against the lowest financial bid. Following formula will be used for calculating “Financial Score”:

$$\text{Financial Score (FS)} = \frac{(\text{Lowest Financial Bid (LFB)})}{(\text{Bidder's Financial Bid (BFB)})} \times 100$$

iii. Stage-3 Computation of Composite Bid Score

The “Composite Bid Score” is a weighted average of the Technical and Financial Scores. The ratio of Technical and Financial Scores is 70:30 respectively. The Composite Bid Score will be derived using the following formula:

$$\text{Composite Bid Score} = ((TS \times 0.70) + (FS \times 0.30))$$

The responsive bidder(s) will be ranked in descending order according to the Composite Bid Score, which is calculated based on the above formula. The highest-ranking bidder as per the Composite Bid Score will be selected for award of contract.

E. Site Visit by the Bureau

As part of the evaluation process, the Bureau or its designated agency shall be allowed to visit and examine or verify the bidder’s system capabilities as defined in the Technical Proposal. The bidder, if asked by the Bureau, shall arrange and facilitate such visit. The cost of such visits to the Sites shall be at the Bureau’s expense.

F. Best Value Determination and Final Evaluation

- i. Only those bidders who qualify the Stage-I evaluation shall be considered for Stage-II evaluation. Financial Proposals will be opened for the bidders who cleared Stage-I evaluation. Minimum Marks required for any bidder to be qualified for opening of financial bid is 60.
- ii. Financial bid evaluation will be done on total prices excluding GST as quoted in Annexure VI.
- iii. Proposals will be evaluated based on the Quality cum Cost based Selection (QCBS) method.
- iv. The bid having the highest composite bid score (Stage-III) will be selected as Service Provider.

G. Correction of Errors

- i. Financial bids determined to be responsive will be checked by the Bureau for any arithmetic errors. Where there is a discrepancy between the rate quoted in the financial

bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

- ii. Provided that the Financial Proposal is substantially responsive, the Bureau will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
 - a. If there is a 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, unless in the opinion of the Bureau there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iii. If the bidder does not accept the correction of errors then the bid of that bidder shall be disqualified, and the EMD may be forfeited.

12. Instruction to Bidders

Bidders are expected to read the RFP document carefully and examine all clauses, instructions, terms and conditions, annexures and other information in the RFP document as failure to furnish all the required information as per the RFP document or submission of bid not substantially responsive to the RFP document in as the aspects will be at the bidder's risk and may lead to rejection and forfeiture of the EMD.

A. Availability of RFP

This RFP document is available on the CPP portal <https://eprocure.gov.in/eprocure/app> and on the Bureau website <https://bis.gov.in/> to enable the bidders to view and download the RFP document.

B. Eligible Bidders

- i. A bidder may be a legal entity with the intent to enter into contract to deliver the envisaged solution.
- ii. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- iii. Bidders should not have any conflict of interest with any parties included in the bidding process.
- iv. A bidder can submit only one bid in this bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- v. Bidders must carefully examine the eligibility criteria as provided in this RFP. Bidders shall meet all the eligibility criteria set out to be eligible for technical & financial evaluation.
- vi. Bidders must produce documentary evidence of any claim made in the bid document regarding their eligibility and ability for fulfilling the requirements specified within this RFP. The evaluation committee may decide the type and format of such documentary evidence.
- vii. The Evaluation committee can make such investigations, if need be felt, as necessary to determine the eligibility and ability of the bidder to fulfil the requirements specified within this RFP.

C. Consortium

Consortium of agencies is allowed in this RFP. in cases where the bidder is consortium of agencies, they would need to comply with the following additional requirements:

Unless the parties are shareholders in a Joint Venture which is an existing corporate entity constituted under the Companies Act, 2013, as on the date of submission of Bids, the parties shall enter into a Memorandum of Understanding (the "MoU") for the purpose of submitting proposal or bid. The MoU shall, inter-alia, also convey the intent of formation of a consortium. It would be this consortium which would enter into the contract with the Bureau and subsequently carry out all the responsibilities as mentioned in the contract, in case the consortium is declared as the Selected Bidder.

- i. All member of the consortium shall be registered legal entity in India as defined in Sr.# 1 of "Minimum Eligibility of Bidders" of this RFP.

- ii. The MoU shall be signed and executed before submitting the bid.
- iii. The MoU shall also clearly outline the proposed roles and responsibilities of each member of consortium at each stage in the lifecycle of the Project.
- iv. The MoU shall also clearly bifurcate the work among members of consortium at each stage in the lifecycle of the Project.
- v. The MoU shall also clearly nominate a member as the lead bidder or member. The nomination shall be supported by a Power of Attorney and should be signed by all the members.
- vi. The lead bidder shall be responsible for works which are estimated to be at least 50% of the total value of the contract.
- vii. The lead bidder shall be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract).
- viii. The non-lead bidders shall be liable for the scope of work for which they are responsible along with the lead bidder (Liability should be limited to the value of the scope of work, while the lead bidder still carries the liability for the entire scope of work. Hence the Purchaser has 2 entities which are liable for the work carried out by the consortium partners).
- ix. Any change in the consortium members at a later date shall not be allowed for cases where the consortium has benefited from the non-lead bidders credentials/ experience.
- x. A firm shall submit only one proposal, either individually or as a consortium member. If a firm submits or participates in more than one proposal, all such proposals shall be disqualified.
- xi. A copy of the MoU shall be submitted along with the Proposal or Bid. The MoU should contain the above requirements failing which, the Proposal or Bid shall be declared as non-responsive and summarily rejected.
- xii. The MoU shall be governed by the laws, rules and regulations of India and would be subject to jurisdiction of Indian Courts only.
- xiii. None of the members of the consortium shall be a blacklisted entity.

D. RFP Document Fees

There is no fee for this RFP.

E. Pre-bid Meeting

The Bureau will host a pre-bid meeting in either in person or through web conferencing (online) which will be communicated later, as per the schedule given in Notice Inviting Bids. Bidders are requested to regularly visit the Bureau & CPP portal for updates and any potential changes in the timelines. The representatives of the interested agencies may attend the pre-bid meeting at their own cost. Pre-bid meeting will also provide bidders an opportunity to discuss about the project and seek clarifications regarding any aspect of the project and the RFP.

F. Bidder's Queries

All queries and clarifications relating to this RFP from the bidders, shall be submitted through email to the contact person in the prescribed format maximum by the last date as mentioned in Notice Inviting Bids.

The queries shall be sent by the authorized signatory as attached document through an email. It is bidder's responsibility to ensure that their queries are received by the Bureau. However, the Bureau neither makes any representation nor warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the bidders.

G. Preparation and Submission of Bid

- i. Language of bid: The bid document prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bureau shall be written in English. The correspondence and documents in Hindi must be accompanied by embedded or separate Hindi font files. Only English numerals shall be used in the e-Bid.
- ii. Documents constituting the bid: The e-Bid prepared by the Bidder shall comprise the following components:
 - a. Technical Bid – Technical Electronic Bid shall comprise of
 1. EMD or Bid security details – Scanned copy or softcopy of EMD bank guarantee or DD.
 2. Eligibility details as per eligibility criteria – Include copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if their bid is accepted, and the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined as eligibility criteria and fulfil all the conditions of the RFP.
 3. Technical details as per technical criteria – Include copies of required documents in PDF format along with required information as outlined in Technical Criteria in this RFP and fulfil all the technical conditions of the RFP.
 - b. Financial Bid – The Financial Electronic Bid shall include following:
 1. Cover letter: Financial Proposal Format (Annexure-I).
 2. Financial quote: In the prescribed BoQ (Annexure-VI, in xls or xlsx or pdf file format) available for download on CPP portal.
 - c. Documents establishing bidder's qualification:
 1. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
 2. The documentary evidence of bidder's qualification to perform the contract if its bid is accepted shall be as per qualification requirements specified in bid document.
 3. All the documents submitted by the bidder shall be signed by authorized signatory on each page and also put bidder's seal or stamp.
- iii. Bid currency: The prices quoted in the proposal shall be in Indian Rupees only. Proposal in any currency other than Indian Rupee (INR) shall be treated as non-responsive and hence shall be rejected.

iv. Formats and signing of e-Bid

- a. Bidder shall prepare electronic copies of the technical bid and financial bid separately.
- b. Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the contract. The bidder's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney or Board Resolution etc.

v. Submission of e-Bid

- a. The bid shall be submitted on CPP portal i.e., <https://eprocure.gov.in/eprocure/app>.
- b. Bidders should refer to the CPP portal for instructions on bidder registration on the CPP portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP portal.
- c. Bid can be submitted only between bid submission start and bid submission end date and time given in the RFP or in corrigendum (if any). Bidders should start the bid submission process well in advance so that they can submit their e-Bids on time.
- d. Bidder shall submit their bid considering the server time displayed in the CPP portal. The server time is the time as per which the bid submission date and time will be calculated, and the submission activities shall be allowed.
- e. Once the bid submission date and time is over, the bidders cannot submit their bids. For delay in submission of bid due to any reasons, the bidders shall only be held responsible
- f. Submission of bids shall be in accordance with the instructions given below:
 1. Technical Proposal – Technical proposal shall consist of following:
 - i. Eligibility Criteria Bid which shall be prepared in accordance with the Eligibility criteria prescribed in this RFP and as per the formats provided as annexures.
 - ii. Technical Criteria Bid which shall be prepared in accordance with the technical criteria prescribed in this RFP and as per the formats provided in annexures.

Technical Proposal shall be titled "Technical Proposal" and should be submitted online as a single pdf document at the CPP portal.

2. Financial Proposal – This proposal shall be prepared in accordance with the format provided in Annexure-VI of this RFP. Financial Proposal shall be titled "Financial Proposal" and should be submitted online at CPP portal in excel format or pdf format as required in the CPP portal. In case of PDF format, all the pages in the Financial Proposal shall be on the letterhead of the bidder with signature of the authorized signatory and seal of the Bidder.

3. Technical Proposal shall not contain any bid price or financials, in either explicit or implicit form. Any disclosure of bid prices or financials in Technical Proposal will lead to rejection of bid.

H. Withdrawal and Resubmission of Bid

- i. At any point of time, a Bidders can withdraw their bids before the bid submission end date and time.
- ii. No bid shall be withdrawn post bid submission end date and time. Withdrawal of bid post bid submission end date may result in the forfeiting of bidder's EMD.
- iii. Bidders can re-submit their bids whenever required till bid submission end date and time. The e-Bid submitted earlier will be replaced by the new bid. The bid submission summary will be generated after successful re-submission of the revised bid.
- iv. Bidders can submit their revised e-Bids as many times as they want by uploading their bid documents within the scheduled date & time for submission of bids.
- v. No bid can be resubmitted post bid submission end date and time.

I. Amendments in RFP Document

- i. The Bureau may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
- ii. At any time prior to the deadline for submission of the bids, the Bureau may amend the RFP document by issuing addendum or corrigendum without notifying any bidder or without giving any reason. All such addendum or corrigendum issued shall be part of the bidding process and shall be communicated by the Bureau on CPP and the Bureau websites.

J. Earnest Money Deposit (EMD) or Bid Security

- i. The bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) or bid Security from a scheduled bank as per the details prescribed in Notice Inviting Bids of this RFP.
- ii. No bidder is exempted from furnishing the said EMD except Registered Micro & Small Enterprises (MSEs) as described in the next clause. The currency of the EMD shall be Indian Rupees (INR) only.
- iii. Registered Micro & Small Enterprises (MSEs) as defined in MSEs Procurement Policy, 2012 issued by Department of Micro, Small & Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of EMD on production of valid certificate of registration with the authority or agency as indicated in the policy.
- iv. Bids received without the EMD will be treated as non-responsive and shall be rejected outright. No further communication from the bidder, in this regard, shall be entertained by the Bureau.
- v. No interest shall be payable by the Bureau on deposited EMD.
- vi. The EMD shall be forfeited in the following cases:

- a. Any information submitted by the bidder is found to be incorrect or forged.
 - b. If bid is withdrawn during the validity period or any extension agreed by the Bureau and bidder.
 - c. If the bid is modified in a manner not acceptable to the Bureau after opening of the bid.
 - d. If the bidder tries to influence the evaluation process.
 - e. If the bidder fails to pay the performance bank guarantee within 15 days.
 - f. If the Service Provider fails to sign the contract in accordance with clause “Award of Contract”.
- vii. EMD will be released to the unsuccessful bidders on request from them after signing of contract with the Service Provider.
 - viii. The bid security of the Service Provider will be returned after signing of agreement between the Bureau and Service Provider pursuant to clause 12S (Award of Contract) and furnishing of PBG pursuant to clause 12J (Performance Bank Guarantee).

K. Performance Bank Guarantee (PBG)

- i. The selected bidder shall furnish, a PBG as per the details prescribed in Notice Inviting Bids of this RFP.
- ii. PBG should be furnished before signing of the contract, within 15 days from the issuance of Lol.
- iii. In case of extension in contract period after completion of 1 years O&M period, the PBG shall be recalculated for the extension period and the selected bidder shall submit the PBG with new amount. As soon as the new PBG is submitted the old PBG will be returned to the selected bidder.
- iv. The Bureau may forfeit the PBG or security amount for any failure on part of the selected bidder to complete its obligations under the RFP.
- v. No interest shall be payable by the Bureau on deposited PBG.

L. Award of Contract

A contract will be awarded to the bidder whose proposal conforms to the RFP and is, in the opinion of the Bureau, the most advantageous and represents the best value to the project, price and other factors considered. Evaluations will be based on the proposals and any additional information requested by the Bureau.

The bidder who will score highest composite bid score (CBS) shall be notified by the Bureau in writing or by email, that their proposal has been accepted (hereinafter the “Letter of Intent”), prior to the expiration of the period of validity of the proposals. The receipt of this letter shall be acknowledged by the Service Provider in writing and shall send its acceptance letter (hereinafter the “Letter of Acceptance”) along with the required PBG to enter into the Contract within fifteen (15) days from the receipt of the Letter of Intent. Upon the successful furnishing of PBG by the Service Provider, contract signing process will take place.

Once the Bureau notifies the Service Provider that their proposal has been accepted, pursuant to the bidder for acknowledging the Letter of Intent (LoI), the Service Provider and the Bureau shall promptly sign the contract. This shall be subject to the furnishing of the PBG as stated in clause above. The Bureau shall have the right and authority to negotiate certain terms with the Service Provider before signing of the contract. The signing of the contract shall amount to award of the contract and the Service Provider shall initiate the execution of the work as specified in the contract.

The Bureau reserves the right to award the contract, with or without further negotiations based on initial offers received.

M. Contract Period

The contract period shall be 1 year from the date of go-live. After the end of the contract period, the Bureau reserves the right to either continue with the existing bidder as per the terms and conditions of this RFP or initiate the process of selecting another or replacement agency as Service Provider.

The tenure of contract of the Service Provider will end if:

- i. Bidder contravenes the conditions or clauses as specified in the contract with the Bureau.
- ii. Completion of the tenure as specified in the contract.

N. The Bureau's Right to Accept and Reject e-Bid

- i. Notwithstanding anything contained in this bid, the Bureau reserves the right to accept or reject any bid and to annul the engagement process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- ii. The Bureau reserves the right to reject any bid if:
 - a. At any time, any misrepresentation is made or uncovered, or
 - b. Bidder does not provide, within the time specified by the Bureau, the supplemental information sought by the Bureau for evaluation of the e-Bid.

O. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Service Provider based on specific eligibility and qualification criteria. The Service Provider is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the Service Provider should be pro-actively brought to the notice of the Bureau within 07 days of it coming to the Service Provider's knowledge.

P. Changes in Constitution/Financial Stakes/Responsibilities

The Service Provider must proactively keep the Bureau informed of any changes in its constitution/financial stakes/responsibilities during the execution of the contract. Where the Service Provider is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- i. a new partner shall not be introduced in the firm except with the previous consent in writing of the Bureau, which shall be granted only upon execution of a written

undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

- ii. On the death or retirement of any partner of the Service Provider before the complete performance of the contract, the Bureau may, at its option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- iii. If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Bureau in writing or electronically.

Q. Bidder's Terms and Conditions

- iv. Any terms and conditions of the bidder will not be acceptable at any stage of bidding process.
- v. Any terms and conditions of the bidders mentioned in the bid(s) will not be considered as a part of their bids or contract and may lead to rejection of bid by treating it as non-responsive.

R. Deviations in Terms and Conditions of RFP

- i. No deviations in the terms and conditions as laid out in the RFP will be accepted.
- ii. Bidders are advised to exercise adequate care in quoting the prices. No modification or correction in the bids will be entertained after the bid submission end date and time.
- iii. Provided that a Technical Proposal is substantially responsive, the Bureau may, at its discretion, request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

S. Assignment and Sub-contracting

The Service Provider shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

T. Right to Publish

Throughout the duration of this bidding process and contract term, bidders must secure from the Bureau, written approval prior to the release of any information that pertains to the potential work or activities covered under this RFP or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the bid or termination of the contract.

U. Clarifications from Bidders

- i. The Bureau at its sole discretion may contact the bidder for clarification on the responses.
- ii. The Bureau reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the bidders by its own means and methods. In case the Bureau receives feedback contrary to the responses of the bidder or is not satisfied with compatibility of the experience with the required standards or

expectations, the Bureau reserves the right to form its own opinion and even reject the bids and forfeit the EMD.

- iii. If required, the Bureau may also use the other sources of information in proposal evaluation process.

V. Collusive Proposal

- i. Bidders and their employees, agents, advisors, and any other person associated with the bidder, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or submission of bid.
- ii. In addition to any other remedies available under any law or any contract, the Bureau reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgement of proposals, and further the EMD or PBG may be invoked.

W. Verification of Original Documents

Before issuing a Letter of Intent (LoI) to the Selected Bidder(s), the Bureau may, at its discretion, ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the Agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions like invoking of EMD or PBG or blacklisting of the bidder or both. The evaluation of Bids shall proceed with the subsequent ranked bidder.

X. Fraud and Corrupt Practices

- i. The bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bureau may reject any submitted bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the bidding Process.
- ii. The Bureau may also initiate appropriate legal action under relevant Indian laws against the bidder found indulging in fraud and corrupt practices.
- iii. Without prejudice to the rights of the Bureau hereinabove, if an bidder is found by the Bureau to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender or RFP issued by the Bureau for a period of 3 (three) years from the date such bidder is found by the Bureau to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- iv. Misrepresentation or improper response by any bidder may be led to disqualification of the bidder. If any such disqualification is detected at any stage of bidding process or implementation, such bidders are liable to be blacklisted.

Y. False or Misleading Claims

The Bureau may in its absolute discretion exclude or reject any bid that in the opinion of the Bureau contains any false or misleading claims or statements. The Bureau has no liability to any person or agency for excluding or rejecting any such bid.

Z. Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfil its obligations under this contract. Bidder needs to submit the following declarations regarding:

- i. Non-blacklisting of the bidder (as per the prescribed format in annexures).
- ii. No pendency of any criminal case against the bidder or conviction by any Court of Law (as per the prescribed format in annexures).

AA. Taxes & Duties

- i. All Custom Duties, Excise Duties and any other Taxes, Duties, Cess and Levies payable by the bidder in respect of any transaction for procuring any services, components, equipment, and sub-assemblies shall be included in the bid price and no separate claim on this behalf will be entertained by the Bureau.
- ii. As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the bidder shall be responsible for such payment to the concerned authorities within the prescribed period.
- iii. GST shall be paid extra, as applicable.
- iv. Statutory variation in GST in India during the contractual period shall be to the Bureau's account.

BB. Exit or Suspension or Termination of Contract with Service Provider

No order of suspension or termination of contract with the Service Provider would be issued by the Bureau, except after conducting a proper enquiry by a designated officer of the Bureau, authorized in this regard. The grounds for suspension or termination of the Service Provider may include inter alia

- i. Contravention of the conditions or clauses as would be specified in the Contract or Letter of Appointment or Work Order.
- ii. Inability to perform the duties and requirements (non-performance) as would be specified in the contract.

CC. Transfer of Assets in case of Expiry or Suspension or Termination of Contract

In case of expiry or suspension or termination of contract, the Service Provider may be directed by the Bureau to continue all services and also to maintain all project assets including

application software, databases, system software, hardware and networking, including documents or any other relevant material that may be in its custody or control, relating to its activities as per the terms and conditions of this RFP.

Termination of the services shall be with immediate effect and would be subjected to the directions of the Bureau. In such a situation, the Bureau may direct Service Provider to continue discharging its role and responsibilities in the transition phase or appoint an administrator to take over the project assets and the management of Service Provider's functions or appoint any agency to take over the project assets and the management of the Service Provider's functions or appoint a successor Service Provider and:

- i. Transfer all or part of the project assets and the management of the Service Provider functions to the new Service Provider, or
- ii. Determine the residual value of the project assets based on guidelines or fair value as determined by the Bureau, or
- iii. Ensure smooth transfer of project assets both tangible and intangible to the new Service Provider.

13. General Terms and Conditions

A. Standards of Performance

The Service Provider shall perform the services and carry out their obligations under the contract with due diligence, efficiency, and economy 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 faithful advisor to the Bureau. The Service Provider shall always support and safeguard the legitimate interests of the Bureau, in any dealings with the third party. The Service Provider shall abide by all the provisions or Acts or Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this RFP document, in totality.

B. Delivery and Documents

- i. The Service Provider shall submit all the deliverables on due date as per the delivery schedule. The Service Provider shall not without the Bureau's prior written consent disclose the contract, drawings, specifications, plans, patterns, samples to any person or agency other than an entity employed by the Bureau for the performance of the contract. In case of termination of the contract, the entire document(s) used by the Service Provider in the execution of project shall become property of the Bureau.
- ii. The bidder shall also provide all necessary documentation as mentioned in Deliverables section of this RFP as part of the deliverables.
- iii. The bidder shall provide all necessary support whenever requested by the Bureau during the entire contract period.

C. Language of Proposal

The Proposals prepared by the bidder and all correspondence and documents relating to the proposal exchanged by the bidder and the Bureau, shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

D. Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

E. Authorized Signatory for Bidder

The authorized signatory should be the duly Authorized Representative of the bidder, for which a copy of Power of Attorney or Board Resolution will be submitted along with the technical bid of this RFP. All the documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The Power of Attorney or Board Resolution, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the Proposal. The Bureau may reject outrightly any Proposal not supported by adequate proof of the signatory's authority.

F. Suspension of Payments

The Bureau may, by written notice to bidder, suspend all payments under dispute to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension:

- i. Shall specify the nature of failure.
- ii. Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

G. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the agreement.

H. Progress of Project

The Service Provider would be required to intimate the progress of the project to the Bureau in a frequency and manner as may be prescribed post mutual consultation and agreement with the Service Provider after the award of contract.

I. Forfeiture of Performance Bank Guarantee

In case of a Service Provider, the PBG submitted shall be forfeited under the following conditions:

- i. If the Service Provider violates any such important conditions of this RFP.
- ii. If the Service Provider indulges any such activities as would jeopardize the interest of the Bureau in timely completion of this contract.
- iii. The decision of the Bureau regarding forfeiture of PBG shall be final and in case of dispute this will be governed by the section on Arbitration and Legal Jurisdiction of this RFP.

J. Probity & Publicity

- i. The Bureau requires all the bidders to:
 - a. Declare any actual or potential conflict of interest.
 - b. Not collude with any other bidder or any other contractor who is a potential bidder.
 - c. Comply with all laws in force in India applicable to the bidding procedure like TRAI regulations, DND compliances, Labor Laws, Taxation Laws etc.
 - d. Not attempt to influence the outcome of the bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed or engaged by the Bureau.
 - e. Not make any press releases or responses to media enquiries and questions pertaining to this process or the subsequent engagement process without the Bureau's written approval.
- ii. If the bidders act contrary to these requirements, the Bureau reserves the right to:

- a. Terminate negotiations
- b. Terminate consideration of the bid and
- c. Terminate any contract that may have been executed by the Bureau with such bidder without any obligation on the Bureau to make any payments to the bidder.

K. Reservation of Rights

The Bureau reserves the right to:

- i. Extend the closing date for submission of the bids.
- ii. Amend the bid requirements at any time prior to the closing date.
- iii. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- iv. Discontinue negotiations at any time with any bidder.
- v. Terminate or abandon this procedure or the entire project before or after the receipt of bids.
- vi. Seek the advice of external consultants to assist the Bureau in the evaluation or review of bids.
- vii. Make enquiries of any person, company, or organization to ascertain information regarding the bidder and their bid.

L. Breach of Statutes

The Service Provider shall indemnify the Bureau against all penalties and liabilities of every kind of breach of any Statutes, Ordinance, Rules and Regulations or By-laws as may be applicable for and in the execution of the contract.

M. Governing Laws

Engagement contract shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended thereunder from time to time.

N. Non-Waiver

Waiver of any breach of the provision of, or any default under the engagement contract must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising or any omission to exercise any right or remedy accruing to either Party under the engagement contract shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

O. Exit Management

- i. The Service Provider shall submit a detailed exit management plan along with the technical proposal. The Service Provider needs to update the transition and exit management plan on yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the Bureau.
- ii. The exit management plan shall deal with at least the following aspects:
 - a. A detailed plan of the transfer process that shall be used in conjunction with a

- replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transition process or until the cessation of the services, and of the management structure to be used during the transfer;
- b. Plans for the communication with key stakeholders as may be necessary to avoid any material detrimental impact on solution's operations as a result of undertaking the transfer;
 - c. Plans for training of the replacement agency (if any) to run the operations of the State-of-the-Art Facilitation Centre Services to ensure similar user experience. The delivery of training along with handholding support on the same would be the joint responsibility of Service Provider and the Bureau.
- iii. All risks during transition stage shall be properly documented by the Service Provider in the exit management plan and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
 - iv. The transition & exit management period will start two (2) months before the expiration of the contract. The Service Provider will provide shadow support for at least one (1) month and secondary support for an additional one (1) month before the end of the O&M period or expiry of the contract, as applicable at no additional cost to the Bureau.
 - v. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by the Bureau and communicated to the Service Provider.
 - vi. The Service Provider must ensure closing off all critical open issues as on date of exit. All other open issues as on date of exit shall be listed and provided to the Bureau.
 - vii. The Service Provider shall provide necessary knowledge transfer and transition support along with the deliverables as indicated below to the replacement agency or the Bureau:
 - a. Complete updated documentation for the entire solution shall be handed over to the Bureau or replacement agency.
 - b. Handover of all the data (database back-up), licenses or keys or credentials (if any) etc. for all OEM products supplied or maintained in the system.
 - c. Handover of the list of complete inventories of all assets created for the project.
 - d. All assets related to the ML or NLP engine such as models, algorithms, intents, entities, conversation flow, usage and training data etc. built or developed or generated while development and usage of the platform.
 - viii. The Service Provider shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition.
 - ix. The Service Provider shall ensure that the Bureau data including ML or NLP intents, entities, conversation flow, usage and training data etc. in the cloud is shared with the Bureau and shall be preserved for a period of 6 months from the end of contract and shall intimate the Bureau after preserving for six months before deleting or destroying it.

- x. During the exit management period, the quality of services by the Service Provider shall not be deteriorated and best efforts shall be put by the Service Provider to maintain it as earlier.
- xi. Payments during the exit management period shall be made in accordance with the payment plan of this RFP.

P. Indemnification and Limitation of Liability

i. Indemnification

The bidder shall indemnify, defend and hold the Bureau and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its associated agencies or any act, default or omission of any of them in relation to this agreement.

ii. Limitation of Liability

- a. The aggregate liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this contract, including the work, deliverables or services covered by this contract, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this contract. The liability cap given under this clause shall not be applicable to the indemnification and confidentiality obligations set out in RFP.
- b. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in indemnification clause) even if it has been advised of their possible existence.
- c. The allocations of liability in this clause represent the agreed and bargained for understanding of the parties and compensation for the services reflects such allocations. Each party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

Q. Confidentiality

- i. Information relating to the Bureau while examination, clarifications and comparison of the RFP and after award of the Work, shall not be disclosed to any bidders or any other persons not officially concerned with such process until the engagement process is over. The undue use by any bidder of confidential information related to the process may result in rejection of the bid.
- ii. In the course of performing its functions and obligations under this RFP, the Service Provider shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.

- a. Service Provider shall keep confidentiality of the details and information with regard to the project, including systems, facilities, operations, management and maintenance of the systems.
- b. It is agreed between the Bureau and the Service Provider that the Bureau has a right to prevent or prohibit Service Provider at any time from disclosing any information and records to any person and Service Provider shall abide by such decision except as required by any Statutory bodies or by due process of law.
- c. All proprietary Information, documentation and correspondence exchanged between the Bureau and the Service Provider in relation to the project and the performance of tasks by the Service Provider shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors, and members of Official Committees (if any, formed for the purpose) on a need-to-know basis.
- d. Service Provider shall treat information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this RFP, without the prior written approval of the Bureau except as required by any Statutory bodies or by due process of law.
- e. Information that is in the public domain shall not be considered as confidential information under this RFP.

R. Disputes and Resolutions

All disputes, differences, claims, and demands arising under the engagement contract shall be referred to arbitration of a sole arbitrator to be appointed by the mutual consent. All arbitration shall be held in New Delhi. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Director General of the Bureau. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. No suit or other proceedings relating to said RFP, shall be filed in any Court of law except the competent Courts of Law having jurisdiction within the local limits of New Delhi only, where headquarter of the Bureau is located.

S. Conflict of Interest

- i. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform the Bureau, detailing the conflict in writing as an attachment to this RFP.
- ii. The Bureau will be the sole Arbitrator in cases of potential conflicts of interest. Failure to notify the Bureau of any potential conflict of interest will invalidate any verbal or written agreement.
- iii. A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful.

Actual and potential conflicts of interest must be declared by a person involved in a Bid process.

T. Disqualification

The Bureau may at its sole discretion and at any time during the evaluation of RFP, disqualify any bidder, if the bidder has:

- i. Submitted the RFP documents after the response deadline.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
- iii. 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.
- iv. Submitted an RFP that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related thereto, when sought.
- vi. Submitted more than one bid.
- vii. Declared ineligible by the Government of India/State/UT for corrupt and fraudulent practices or blacklisted.

U. Right to Terminate the RFP Process

- i. The Bureau may terminate the said RFP process at any time without assigning any reason. The Bureau makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by The Bureau. The bidder's participation in this process may result in short listing the eligible bidders.

V. Amendments in RFP

At any time prior to deadline for submission of RFP, the Bureau may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and such amendments shall be binding on them.

W. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

X. Force Majeure

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages

against the other in respect of such non-performance or the delay in performance, and deliveries under contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau elect to retain.

Y. Miscellaneous

- i. All the deliverables and the data generated during the entire contract period of this project, will be the sole property of the Bureau.
- ii. In the event the Service Provider or the concerned division of the Service Provider is taken over or bought over by another company, all the obligations under the agreement with the Bureau, should be passed on the compliance by the new company or new division in the negotiation for their transfer.

14. Annexures

A. Annexure-I: Cover Letter

[To be submitted on bidder's letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: RFP for Engagement of an Agency for providing State-of-the-Art Facilitation Centre Services to Bureau of Indian Standards

Dear Sir,

With reference to your RFP document (Ref No.: ITSD/FCS/RFP/2022-23/02 dated 02-Jun-2022), we, having examined the RFP document and understood their contents, hereby submit our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

- 1 All information provided in the Proposal and in the Appendices to it is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be.
- 2 This statement is made for the express purpose of qualifying as a Service Provider for providing State-of-the-Art Facilitation Centre Services and its Operation & Maintenance Services thereof for a period of 1 year to the Bureau of Indian Standards.
- 3 We shall make available to the Bureau of Indian Standards any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 We acknowledge the right of the Bureau of Indian Standards to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We declare that we have examined and have no reservations to the RFP documents, including any corrigendum or addendum issued by the Bureau of Indian Standards.
- 6 We understand that you may cancel the bidding process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to submit a proposal for the project, without incurring any liability to the bidders.
- 7 We believe that we satisfy the eligibility criteria and meet(s) the requirements as specified in the RFP document.
- 8 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bureau of Indian Standards in connection with the engagement of the bidder, or in connection with the bidding process itself, in respect of the above-mentioned project and the terms and implementation thereof.

- 9 We agree to keep this offer valid for 180 days (one hundred eighty days) from the proposal or bid submission end date specified in the RFP.
- 10 We agree and undertake to abide by all the terms and conditions of the RFP document.

We submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the authorized signatory of bidder)
(Name and designation of the of the authorized signatory of bidder)
Place: (Name and rubber seal of the bidder)

CERTIFICATE AS TO AUTHORIZED SIGNATORIES

Hereby it is certified that I Mr./Ms. Company Secretary of the bidder M/s....., and that Mr./Ms. who has signed the above bid are authorized to bind the bidder by authorities of its governing body.

(Company Secretary)

Date & Place:

B. Annexure-II: Particulars of Bidder

[To be submitted on bidder's letterhead]

Sr. No.	Heads	Particulars
1.	Registered name of the firm	
2.	Type of the firm (legal entity) <i>(Please enclose self-certified copy of certificate of incorporation)</i>	
3.	Complete address of registered office	
4.	Date and country of incorporation	
5.	Number of years of operations in India	
6.	Number and locations of offices in India	
7.	Contact person details (name, designation, mobile number, email)	
8.	Telephone number (with ISD & STD code)	
9.	Fax number (with ISD & STD code)	
10.	Brief description of the firm including details of its main lines of business along with the brief profile of the organization	
11.	Annual turnover from IT and ITeS operations for FY 18-19, FY 19-20 and FY 20-21 <i>(enclose certificates duly signed by Chartered Accountant along with seal which should also clearly show the CA's membership number)</i>	
12.	Copy of CMMi certificate and date of assessment	
13.	Validity period of the CMMi assessment	
14.	Copy of bidder's PAN card	
15.	Copy of bidder's GST registration certificate	
16.	Any other relevant information	

Signature of authorised signatory of bidder
Name and designation of authorised signatory of bidder
Telephone & mobile number (with ISD & STD Code)
Fax number (with ISD & STD Code)
E-mail address
Official seal of the bidder

C. Annexure-III: Format for Request for Clarifications

Bidder's Request for Clarification			
Bidder's name:		Name & designation of person submitting request	Address of organization including phone, fax, email
<<Name>>		<Name of primary contact person>	Address: Tel: Fax: E-mail:
#	Bidding document reference (Section or Page No.)	Content as in RFP requiring clarification	Query or points of clarification required
1			
2			
3			
4			
5			

D. Annexure-IV: Format for Providing Past Project Summary of Bidder

[To be submitted on bidder's letterhead]

#	Technical Evaluation Criteria No.	Project Name	Client Name	Project Value	Project Duration	Start & End Date	Project Location
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

E. Annexure-V: Format for providing details of past projects of the bidder

[To be submitted on bidder's letterhead]

#	Items	Guidelines
1.	Name of the project	<<Project Name>>
2.	Client Details	<<Client Name & Complete Address>> <<Contact Person's Name>> <<Contact Number>> <<Email ID>>
3.	Brief about project	<<Provide short narrative description and details of the overall project scope>>
4.	Scope of the work done	<<Provide details of scope of work under contract>>; <<highlight key result areas expected and achieved>>
5.	Duration of the project	<<No. of Years/ Months>> From: <<mmm/ yyyy>> To: <<mmm/ yyyy>>
6.	Relevant work area/domain	<<Specify the relevance of area of work/ domain relevant to the requirements of this RFP>>
7.	Location of the project	<<Specify the location of the project implementation>>
8.	Number of locations	<<Specify the number of locations for implementation>>
9.	Contract value	<<Provide particulars on contract value assigned to each major phase and milestone>>
10.	Documents attached	<<work order>>, <<client certificate>>, <<phase completion certificate>>, <<agreement>> etc.

F. Annexure-VI: Financial Proposal Format

[To be submitted on bidder's letterhead]

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Financial Proposal for Engagement of an Agency for providing State-of-the-Art Facilitation Centre Services to Bureau of Indian Standards (RFP Ref No.: ITSD/FCS/RFP/2022-23/02 dated: 02-Jun-2022).

Dear Sir,

We are pleased to submit our Financial Proposal for **providing State-of-the-Art Facilitation Centre Services to the Bureau of Indian Standards** as per the terms and conditions of the RFP document (RFP Ref No.: ITSD/FCS/RFP/2022-23/02 dated: 02-Jun-2022).

1. We hereby declare that our financial bid is unqualified and unconditional in all respects.
2. The financial bid has been quoted without seeking any minimum guaranteed support from the Bureau of Indian Standards.
3. Our financial bid is as follows:

Sr. No.	Particulars	Unit Price	Qty.	Months	Total Price (in Rs)
1.	One-time solution implementation cost (Note: to be paid during implementation phase)		1	-	
2.	Year 1 Operations & Maintenance (O&M) cost				
	A. Monthly O&M cost of the solution (Chatbot, IVRS, other fixed components etc.)		1	12	
	B. Monthly O&M cost of executive (Manpower, CRM, Call Centre Solution etc.)		5	12	
	C. Calling charges		2 lakh	-	
	D. SMS charges		10 lakh	-	
	E. e-Mail charges		10 lakh	-	
	First Year Total Cost for O&M				
3.	Year 2 O&M cost				
	A. Monthly O&M cost of the solution (Chatbot, IVRS, other fixed components etc.)		1	12	
	B. Monthly O&M cost of executive (Manpower, CRM, Call Centre Solution etc.)		5	12	
	C. Calling charges		2 lakh	-	
	D. SMS charges		10 lakh	-	
	E. e-Mail charges		10 lakh	-	
	Second Year Total Cost for O&M				
4.	Year 3 O&M cost				
	A. Monthly O&M cost of the solution (Chatbot, IVRS, other fixed components etc.)		1	12	
	B. Monthly O&M cost of executive (Manpower, CRM, Call Centre Solution etc.)		5	12	
	C. Calling charges		2 lakh	-	
	D. SMS charges		10 lakh	-	

	E.	e-Mail charges		10 lakh	-	
			Third Year Total Cost for O&M			
5.			Grand Total			
Note:		<ul style="list-style-type: none">“Monthly O&M cost of executives” will be used for cost calculation in case of any variation or change in team size.2 lakh in against “Calling Charges” and 10 lakh against “SMS and e-Mail Charges” will be used just for the financial evaluation of bid. The actual quantity may be varying from this number.Year 2 and Year 3 O&M cost quoted above shall be used for the payment to the service provider in case Bureau decides to extent the State-of-the-Art Facilitation Centre Services.The change request cost shall be derived using the “One-time Solution Implementation Cost” quoted above and the Project Timelines.				

- a) The price should be quoted in Indian Rupees above by the bidder shall be exclusive of GST and inclusive of all other applicable charges and taxes.
- b) GST shall be paid extra, as applicable.
- c) Payment shall be released after deducting TDS as per applicable provisions of GST and Income Tax.

Yours faithfully,

Date: _____ (Signature of the authorized signatory of bidder)
 _____ (Name and Designation of the of the authorized signatory of bidder)
 Place: _____ (Rubber seal of the bidder)

G. Annexure-VII: Format for Earnest Money Deposit (EMD)

<Location, Date>

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India
Phone Nos.:011-23372193, +91 9868135825
Email id: its@bis.gov.in

Whereas <<name of the bidder>> (hereinafter called 'the bidder') has submitted a bid in response to the RFP Ref No.: ITSD/FCS/RFP/2022-23/02 dated: 02-Jun-2022 for engagement of an agency for implementation of State-of-the-Art Facilitation Centre Services to the Bureau of Indian Standards (hereinafter called "the RFP ").

Know all men by these presents that we <<name of the bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Bureau of Indian Standards (hereinafter called "the Purchaser") in the sum of Rs. 1,50,000 (INR one lakh fifty thousand only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>.

The conditions of this obligation are:

1. If the bidder having its bid withdrawn during the period of bid validity specified by the bidder in the bid or bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate or failure to respond in the subsequent tender process after having been shortlisted.

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. Our liability under this Bank Guarantee shall not exceed Rs. 1,50,000/- (INR one lakh fifty thousand).
2. This Bank Guarantee shall be valid upto <<insert date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

H. Annexure-VIII: Format for Performance Bank Guarantee (PBG)

(PERFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Head or Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Bureau of Indian Standards, (hereinafter referred to as “the Bureau”) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement (“AGREEMENT”) being entered into between the Bureau and _____, a _____ (company or LLP firm) incorporated under the provisions of the _____ Act, _____, having its registered office at _____, (hereinafter referred as “Service Provider”) for providing of State-of-the-Art Facilitation Centre Services to the Bureau (hereinafter referred to as “The Project”).
- B. As per terms of RFP, the Service Provider is required to furnish to the Bureau, an unconditional and irrevocable bank guarantee for an amount of INR _____ (in word _____) only as security for due and punctual performance or discharge of its obligations under the agreement relating to providing the State-of-the-Art Facilitation Centre Services to the Bureau.
- C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance or discharge by the Service Provider of its obligations relating to the Project;

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by _____ (Service Provider) of all its obligations relating to the Project and in connection with design, development and operation of system by the Service Provider, in accordance with the Agreement.
3. The Guarantor shall, without demur, pay to the Bureau sums not exceeding in aggregate INR _____, within five (5) calendar days of receipt of a written demand therefore from the Bureau stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by the Bureau and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, the Bureau shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement or non-exercise or delayed exercise of any of its rights by the Bureau or any indulgence shown by the Bureau to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Bureau or any indulgence shown by the Bureau, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ (180 days after completion of project duration or tenure of appointment) unless discharged or released earlier by the Bureau in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR _____.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider or the Guarantor or any absorption, merger or amalgamation of the Concessionaire or the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank, by the hand of Mr. or Ms. _____
it's _____ and authorized official.

I. Annexure-IX: Undertaking for availability of Sufficient IT Manpower

Undertaking for availability of Sufficient IT Manpower to support the requirements of RFP

[To be submitted on bidder's letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Undertaking for Sufficient IT Manpower

Dear Sir,

In accordance with eligibility requirements of this RFP (Ref No.: ITSD/FCS/RFP/2022-23/02 dated: 02-Jun-2022) process, we _____ <Name of the bidding firm> _____ wish to declare that we have more than _____ <number of employees> full time employees on our own payroll, competent to support Bureau of Indian Standards's Project to execute and deliver the services as per the envisaged scope of work.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

J. Annexure-X: Self-declaration on No Conflict of Interest

Format for Self-declaration on “No Conflict of Interest”

[To be submitted on bidder’s letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Undertaking for No Conflict of Interest

Dear Sir,

In accordance with the RFP document (Ref No.: ITSD/FCS/RFP/2022-23/02 dated: 02-Jun-2022), we, M/s _____ wish to declare that we do not have any conflict of interest that may affect the current Bidding Process.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

K. Annexure-XI: Undertaking of Clean Track Record

Format for Undertaking on Clean Track Record – No Corrupt or Fraudulent Practices

[To be submitted on bidder's letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Undertaking of Clean Track Record

Dear Sir,

With reference to the above subject, we hereby wish to inform that, we, M/s_____ isn't debarred by any Central or State Government Department or Institution as on the date of submission of the bid and there has been no litigation with any Department or PSU or Corporation in Central or State Government which may have any material impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date_____.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need and further clarification, we would be glad to provide the same.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

L. Annexure-XII: Financial Capability Statement

Format for submitting financial capability

[To be submitted on CA's letterhead]

I hereby declare that I have scrutinized and audited the financial statements of M/s_____. Turnover* and Net Worth of the bidder (name of the Bidder) as on 31st March 2021 as per audited statement is as follows:

Financial year	Turnover (INR Crore)	Net Worth (INR Crore)
2018-19		
2019-20		
2020-21		

*To be provided from latest available Audited statement

The organization is a profit-making _____ (company or LLP firm) with positive net worth for each of the last three financial years (FY18-19, FY19-20, FY20-21) as on 31st March 2021.

(Sign and seal of Chartered Accountant)

M. Annexure-XII: Declaration of no pendency of any criminal case

Declaration regarding no pendency of any criminal case against the bidder or conviction by any Court of Law

[To be submitted on bidder's letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Declaration regarding not involving in any Criminal Offence by any Court of Law

Dear Sir,

I/We declare that no criminal case is registered or pending against the _____ (company or LLP firm) or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our _____ (company or LLP firm) or its owner or partners or directors are found guilty of any criminal offence or convicted by any Court of Law.

Dated theday of2022.

Yours faithfully,

Date:	(Signature of the authorized signatory of bidder)
	(Name, address and designation of the of the authorized signatory of bidder)
Place:	(Name and rubber seal of the bidder)

N. Annexure-XIII: Compliance to Rule 144 (xi) of General Financial Rules (GFR), 2017

Declaration regarding compliance to the rule 144 (xi) of General Financial Rules (GFR), 2017

[To be submitted on bidder's letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Declaration regarding compliance to the rule 144 (xi) of General Financial Rules (GFR), 2017

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India; I 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. (where applicable, evidence of valid registration by the competent authority shall be attached.)

Dated theday of2022.

Yours faithfully,

Date: (Signature of the authorized signatory of bidder)

(Name, address, and designation of the of the authorized signatory of bidder)

Place: (Name and rubber seal of the bidder)

O. Annexure-XIV: Declaration regarding Non-blacklisting

Declaration regarding non-blacklisting of bidder

[To be submitted on bidder's letterhead]

Date:

To:

Bureau of Indian Standards
Manak Bhavan, 9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Declaration regarding Non-blacklisting of bidder

Dear Sir,

I/We hereby declare that our _____ (company or LLP firm) is not blacklisted by any Ministry or Department of Central Government/ State Government or PSU or National Association of Software and Service Companies (NASSCOM) or other bodies under the Central Government/ State Government.

Dated theday of2022.

Yours faithfully,

Date:	(Signature of the authorized signatory of bidder)
	(Name, address, and designation of the of the authorized signatory of bidder)
Place:	(Name and rubber seal of the bidder)