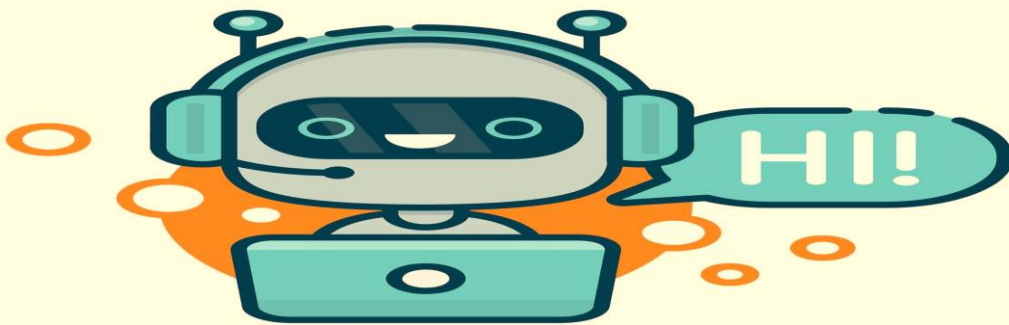




**Request for Proposal**  
for  
**Selection of System Integrator for**  
**Implementation of AI and NLP based**  
**Chatbot service on Haryana Parivar**  
**Pehchan Authority owned and operated**  
**website and Mobile app**

RFP No.: HPPA/2022/T-01

Haryana Parivar Pehchan Authority, HSIIDC Building, Ground Floor, Sector 6, Panchkula



**Bidding Schedule: Important Dates**

S. No.	Activity	Timeline & Address
1	Release of RFP	09.02.2022 at 5 PM
2	Last date of receipt of queries on RFP	15.02.2022 at 3 PM
3	Pre-bid Meeting date (Maximum two members per bidder are allowed only)	18.02.2022 at 1 PM <b>Address for pre-bid meeting:</b> Conference Room, Ground Floor, HSIIDC Building, Sector 6, Panchkula-134109
4	Last date and time for receipt of bids	02.03.2022 at 5 PM
5	Opening of Qualification and Technical Bids	03.03.2022 at 3 PM <b>Address for opening of bids:</b> Conference Room, Ground Floor, HSIIDC Building, Sector 6, Panchkula-134109
6	Date of opening of Commercial Bids	<b>To be notified later</b>

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## Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://etenders.hry.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
5. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
6. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
7. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
8. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
9. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
10. From my tender folder, he may select the tender to view all the details uploaded there.
11. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
12. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
13. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send

- along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
14. Bidder should submit the Tender Fee/ EMD as specified in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
  15. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
  16. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
  17. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
  18. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
  19. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
  20. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
  21. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). HPPA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
  22. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
  23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
  24. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
  25. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.



26. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
27. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
28. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. In Parallel, for any further queries, the bidders are advised to send a mail to – [ceo-hppa@hry.gov.in](mailto:ceo-hppa@hry.gov.in)

## Definitions/Acronyms

- HPPA means “Haryana Parivar Pehchan Patra Authority”.
- FIDR means “Family Information Data Repository”

## 1. Introduction

### 1.1 About the HPPA

Govt. of Haryana has established an independent Authority, namely the Haryana Parivar Pehchan Authority (HPPA) for issuance of Parivar Pehchan number and development, updating & maintenance of Family Information Data Repository (FIDR). The information contained in Family Information Data Repository shall be shared with other departments for delivery of Government to citizen services in the State.

The key objective of the Authority is to ensure efficient & effective delivery of Government services & schemes to citizens of the State using digital technology and to establish a linked database connecting individual and family data for utilization by other Government Departments/Boards/Corporations for delivery of Government services.

HPPA requires to engage full-time resources for preparation of functional requirements, various process flows, presentations and reports that shall be required as part of achieving the overall objective of the Authority.

### 1.2 Introduction to Family Information Data Repository (FIDR)

FIDR is database of all families residing in the state of Haryana, developed and maintained by the Haryana Parivar Pehchan Authority (HPPA) of Government of Haryana (GoH).

#### **Objective**

The core objective of the Parivar Pehchan portal is to create a robust and reliable database of all families in the state of Haryana. Once successfully created and updated, the 'PP Number' or the 'family-Id' database shall be the single source of truth for beneficiary data in the state of Haryana, with family as a unit. The family-Id database will go on to fulfil the vision of linking various social benefit schemes to a common database.

#### **Features of PPP**

The FIDR database (DB) captures and stores the basic Demographic as well as Socio-economic data elements for citizens. Each individual in the DB belongs to a family, identified by a Family Id. Each family is also identified by a Head of Family (HoF). The composition of family is based on self-declaration by the HoF.

Once FIDR DB is fully populated with validated data, beneficiary eligibility for any scheme of GoH would be determined via an automated process and would save the effort of the citizen, spent on applying for various schemes. Also, validated data for the citizen would save him the trouble of having to supply various proofs of eligibility at the time of registration. In a nutshell, the citizen would get hassle free service from GoH for the schemes/services for which he/she is eligible.

## 1.3. Fact sheet

S No.	Item	Description
1.	Last date for submission of Pre-bid queries	15.02.2022 at 3 PM
2.	Pre bid meeting	18.02.2022 at 1 PM  <b>Address for pre-bid meeting:</b> Conference Room, Ground Floor, HSIIDC Building, Sector 6, Panchkula-134109
3.	Last date and time for receipt of bids	02.03.2022 at 5 PM
4.	Opening of Qualification and Technical Bids	03.03.2022 at 3 PM <b>Address for opening of bids:</b> Conference Room, Ground Floor, HSIIDC Building, Sector 6, Panchkula-134109
5.	Opening of Financial Bid for technical qualified bidder	To be Notified Later
6.	Method of Selection	The method of selection is L1. Bidders need to perform the proof of concept on live environment within 1 month of issuance of LOI. In case of bidder fails to perform the POC as per expectation of HPPP, HPPP reserve the right to ask L2 to perform the POC and can allocate the work accordingly.
7.	Availability of RFP Documents	Download from <a href="https://etender.hry.gov.in">https://etender.hry.gov.in</a>
8.	Tender fee (Non-refundable and Not –exempted)	INR 2000/- INR Two thousand only + GST (18%) A/c No.: 40711558798 IFS Code: SBIN0051244
9.	Bid Security/Earnest Money Deposit (EMD)	INR 2,00,000/- (INR Two Lakhs only) through Bank Guarantee (as per format attached in RFP)
10.	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
11.	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
12.	Name and Address for Correspondence/ Bid Opening venue	CEO, HPPA, O/o Parivar Pehchan Authority, Panchkula

## 2. Instruction to Bidders

### 2.1 General

- a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the HPPA's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the HPPA on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of HPPA. Any notification of preferred bidder status by HPPA shall not give rise to any enforceable rights by the Bidder. HPPA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of HPPA.
- d. All the bids submitted through online mode only. No physical submission allowed. The HPPA may, at its discretion, extend this deadline for submission of offers by issuing corrigendum.
- e. Telex, cable or facsimile offers will be rejected.

### 2.2 Eligible Bidders

The Bidder should be solely implementor of solution and no consortium partner allowed.

### 2.3 Compliant Bids/Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP, in the bid

- ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
- iii. Comply with all requirements as set out within this RFP

## 2.4 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to HPPA in writing in order that such doubt may be removed or clarifications are provided.

## 2.5 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by the HPPA.

## 2.6 Pre-bid meeting & Clarification

### 2.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to HPPA (to be emailed at [ceo-hppa@hry.gov.in](mailto:ceo-hppa@hry.gov.in)) as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in **MS excel sheet** in prescribed format only, along with name and details of the organization submitting the queries.

HPPA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by HPPA. Bidders must submit their queries as per the format mentioned RFP.

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended Implementation Agency will clearly specify the names of the participants.

The venue for the Pre- bid conference will be the \_\_\_\_\_

## 2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

HPPA will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. HPPA shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

HPPA shall endeavor to provide timely response to all queries. However, HPPA makes no representation or warranty as to the completeness or accuracy of any response made in good faith. HPPA does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by HPPA exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of HPPA.

Any corrigendum/notification issued by HPPA, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

## 2.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Tender Fee mentioned in fact sheet shall be paid at the time of submission of bid. The tender fee shall be non-refundable.

Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

## 2.8 Earnest Money Deposit (EMD)

EMD amount mentioned in fact sheet shall be paid at the time of submission of bid through a Bank Guarantee. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

*For Unsuccessful bidders:* The bid security of all unsuccessful bidders would be refunded without interest by HPPA on finalization of the bid in all respects by the successful bidder.

*For Successful bidders:* The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder. The above-mentioned return would be completed within 3 months from the date of selection of Implementation Agency.

In case bid is submitted without the bid security then HPPA will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- a. The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:
- b. If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- c. If a Bidder is disqualified in accordance with Clause mentioned in RFP;
- d. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in RFP.
  - If a Bidder is declared the first ranking Bidder and it:
  - Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
  - fails to furnish the Performance Security
  - fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- e. fails to execute the Contract.

## 2.9 Bid Validity Period

The bidder shall be required to extend the bid validity period, if requested by client to do so. Accordingly, the bid security shall also be extended by the bidder for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period

## 2.10 Contents of Bid

The three sets of documents are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope-packed in one master envelope	Name of Document	Content
<b>One</b>	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	a. RFP Document Fee receipt b. Bid Security/Earnest Money Deposit (EMD) receipt
	Qualification Bid	a. Qualification along with the required supporting documents b. No Deviation Certificate c. Total Responsibility declaration Other Certificates as per RFP
<b>Two</b>	Financial Bid	Financial bid as per formats

- a. Please note that Prices should NOT be indicated in the Qualification Bid but should only be indicated in the Commercial Bid.
- b. All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
- d. All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- e. Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
- f. HPPA will not accept delivery of bid by fax or e-mail only.



## 2.11 Bid Formats

### 2.11.1 Qualification Criteria Format

Section #	Section Heading	Details
1.	Qualification checklist	As per format provided
2.	Qualification Bid Covering Letter	As per format provided
3.	Experience	As per format provided
4.	About Bidder	As per format provided
5.	Legal	<ol style="list-style-type: none"> <li>1. Copy of Certification of Incorporation/Registration Certificate</li> <li>2. PAN Card</li> <li>3. GST Registration</li> </ol>
6.	Certification	Relevant certification
7.	Self-certificate for non-blacklisting clause	As per format provided
8.	Power of Attorney	Documentary evidence as per format provided in Annexures
9.	Project Experience	Citation details of projects as per format in Section RFP, as applicable.
10.	Total responsibility certificate	As per format provided in RFP

### 2.11.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided
2.	Technical Bid Covering Letter	As per format provided
3.	About Bidder	<ul style="list-style-type: none"> <li>• Details about bidder</li> <li>• Bidder's General Information as required in Technical Criteria</li> </ul>
4.	Understanding	Details as required in Technical Criteria

5.	Solution proposed	Details as required in Technical Criteria Please refer to section
6.	Project/credential summary	As per format provided in Section
7.	Bidder's Experience	Project citation as per format provided and supporting documentary evidences and Self-certifications as per provided format
8.	Project Plan and Resources	<ul style="list-style-type: none"> <li>• Project plan as per format provided</li> <li>• Manpower Plan as per format provided</li> <li>• Summary of resources as per format provided</li> <li>• CV of resources as per format provided</li> </ul>
11.	Non-disclosure agreement	As per format provided

### 2.11.3 Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in RFP.

S No.	Section Heading	Details
1	Total Price Summary	As per format provided in RFP
2	Price component for CAPEX	Price component as per format provided in RFP
3	Price component for OPEX	As per format provided in RFP

### 2.12 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### 2.13 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

## **2.14 Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, HPPA may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the HPPA website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the HPPA's/eTender website given in advertisement from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, HPPA shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, HPPA, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of the HPPA.

## **2.15 Bid Price**

Commercial Bid shall be as per the format provided in RFP. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between HPPA and the Bidder.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. However, it should be noted that the price quotes should be exclusive of tax components.

## 2.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in RFP. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

## 2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in RFP.

## 2.18 Late Bids

- a. Late submission will not be entertained.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. HPPA shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d. HPPA reserves the right to modify and amend any of the above-stipulated condition/criterion.

## 2.19 Right to Terminate the Process

HPPA may terminate the RFP process at any time and without assigning any reason. HPPA makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by HPPA.

## 2.20 Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

## 2.21 Acceptance/Rejection of Bids

- a. HPPA reserves the right to reject in full or part, any or all bids without assigning any reason thereof. HPPA reserves the right to assess the Bidder's capabilities and capacity. The decision of HPPA shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, HPPA reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- 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.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his explanations. On the above lines HPPA reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of HPPA, the bid is liable to be disqualified.

## 2.22 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful bidder who are proposed to be deployed on the project need to furnish a Non-Disclosure Agreement (NDA) as per RFP.

## 2.23 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f. Financial bid is enclosed with the same document as technical bid.
- g. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

## 2.25 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HPPA shall reject a 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, HPPA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to HPPA for, inter alia, time, cost and effort of HPPA, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b. Without prejudice to the rights of HPPA under Clause above and the rights and remedies which HPPA may have under the LOI or the Agreement, if a Bidder is found by HPPA 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 Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by HPPA during a period of 3 years from the date such Bidder is found by HPPA to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. *“corrupt practice”* means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HPPA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HPPA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of HPPA in relation to any matter concerning the Project;
- ii. *“fraudulent practice”* means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. *“coercive practice”* means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. *“undesirable practice”* means (i) establishing contact with any person connected with or employed or engaged by HPPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. *“restrictive practice”* means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 2.26 Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HPPA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to HPPA for, inter alia, the time, cost and effort of HPPA including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to HPPA hereunder or otherwise.

- b. HPPA requires that the bidder provides solutions which at all times hold HPPA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of HPPA.

## **2.27 Sub-Contracting**

The bidder would not be allowed to sub-contract work.

## **2.29 Withdrawal, Substitution, and Modification of Bids**

- a. No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.
- b. Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c. Bids withdrawn shall not be opened and processed further.

## **3. Selection Process for Bidder**

### **3.1 Opening of Bids**

The Bids shall be opened by HPPA in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of HPPA from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events as follows:

- a. **Set 1 (Pre-Qualification, RFP Document fee & Bid Security/EMD and Technical Bid)**
- b. **Set 2 (Commercial bid)**
  - i. The venue, date and time for opening the Bids are mentioned in the Fact sheet.



- ii. The date and time for opening of bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
- iii. The Commercial Bids of only those bidders will be opened who will be qualifying the qualification criteria mentioned in Set 1.

### **3.2 Preliminary Examination of Bids**

HPPA shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by HPPA and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

### **3.3 Clarification on Bids**

During the bid evaluation, HPPA may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **3.4 Evaluation Process**

HPPA shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

### 3.4.1 Stage 1: Qualification Criteria

- a. HPPA shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b. If the contents of the Set 1 are as per requirements, HPPA shall open the “Qualification Bid”. **Each of the Qualification condition mentioned in RFP is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

- c. Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security shall be returned to the2 unsuccessful bidders.

### 3.4.3 Stage 2: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at HPPA's discretion.
- c. Commercial Bids that are not as per the format provided in RFP shall be liable for rejection.
- d. The bid price shall exclusive of all taxes and levies and shall be in Indian Rupees.

### 3.5 Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	Company Profile	The Bidder shall be in operations for a period of at least Three (3) years as on published date of RFP or registered under companies act.	<ol style="list-style-type: none"> <li>1. Copy of certificate of Incorporation/Registration under Companies Act 1956 (for Indian companies)</li> <li>2. Global companies to provide equivalent proof of incorporation/ registration</li> </ol>
4	Key Certifications	<p>The Bidder shall have following Certification valid at the time of Bidding:</p> <ul style="list-style-type: none"> <li>•CMMi Level 3</li> </ul>	Copies of the valid certificates in the name of the Bidder.
5	Company Standings	As on date of submission of the proposal, the Bidder shall not be blacklisted by any State / Central Government Department or Central /State PSUs.	The Implementation Agency: Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by bidders' authorized signatory.
6	Experience	The bidder shall have successfully executed at least 2 project with minimum 10000 users handled in Any Organization for implementation of chatbot system.	<ol style="list-style-type: none"> <li>1. Work order/ Contract clearly highlighting the scope of work.</li> <li>2. Completion Certificate issued &amp; signed by the authorized signatory of the client entity on the entity's Letterhead</li> </ol> <p>HPPA reserves the rights to contact the competitive authority/organization to verify for the specified Work Orders/Work Completion.</p>

\* Bidder need to be perform the Proof of concept within 1 month after issuance of LOI. In case of bidder fails to perform the POC within 1 months on live environment as per expectation of HPPA, L2 bidder shall be given chance to perform POC and match the price of L1 bidder.

#### 4. Project Implementation Timelines, Deliverables and Payment Terms

It is intended to implement the project in a phased manner approach, distributed in four phases as mentioned below:

**Note:** The following table with mile stones is indicative. Implementation Agency can have a separate plan in the interest of completing the project in time. For details of deliverables please refer to Project Management section in this document.

**Project Deliverables, Milestones and Timelines:**

The implementation timelines for the project components are as given below.

Sl. No.	Phase	Timeline
1.	Issuance of Letter of Intent	A
2.	Signing of Contract (After signing of Bank Guarantee) with Implementation Agency	A + 15 days = T
3.	Completion of Development/customization	T + 1 Month
4.	Testing on Live environment Go -Live (T1)	T + 1.5 Months = T1
5.	Operation & Maintenance	T1 + 12 Months

S. No.	Milestone	Deliverables	Timelines (in months)
1.	Implementation completion	Development/Customization <ul style="list-style-type: none"> <li>The Software shall have defined product lifecycle.</li> <li>Bidder should adhere software development guidelines/standards issued by MeitY/IT Department, Haryana.</li> <li>Staging Deployment and documentation</li> </ul>	T+1 months
2.	<b>Go-Live</b>	<ol style="list-style-type: none"> <li>Stress and Load Testing</li> <li>Final Acceptance Testing</li> <li>Training &amp; Change Management</li> <li>User Training</li> <li>Mobilization of required staff</li> <li>Operational System Acceptance</li> <li>Go-Live of Application</li> </ol>	T1= T+1.5 Months
3.	<b>Operations &amp; maintenance</b>	Implementation Agency has to follow the SLA's defined during the maintenance phase. Implementation Agency will be solely responsible for the deliverables. SLA Compliance Reports, Audits	T1+12 months

**Note:**

- T is the date of signing of contract with Implementation Agency.
- T1 is the date of Go-Live of the contract.

#### Payment Terms:

1. The request for payment shall be made to the Competent Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
2. Due payments shall be made promptly by the Competent Authority, generally within sixty (60) days after submission of an invoice or request for payment by IMPLEMENTATION AGENCY
3. The currency or currencies in which payments shall be made to the IMPLEMENTATION AGENCY under this Contract shall be Indian Rupees (INR) only.
4. All remittance charges shall be borne by the IMPLEMENTATION AGENCY.
5. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
6. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
7. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations

#### Payment Schedule

Payments to IMPLEMENTATION AGENCY shall be made by the Competent Authority, after the successful completion of the target milestones (including specified project deliverables):

S. No.	Scope of Work	Timelines	Payment
1	Completion of Development/customization	T + 1 Months	
2	Acceptance Testing & Go-live	T1= T + 1.5 months	50% of contract value
3	Operations & Maintenance phase for a period of 12 months from the date of Go Live of the last solution	T1 + 12 Months	50% of Contract Value in equal quarterly installments

#### Note:

- T is the date of signing of contract with Implementation Agency.

- T1 is the date of Go-Live of the contract.

## **Key Personnel Criteria**

Implementation Agency shall provide adequate number of personnel, each responsible for a specific role within the project. Implementation Agency shall provide clear definition of the role and responsibility of each individual personnel.

## **5. Award of Contract**

### **5.1 Notification of Award**

HPPA will notify the successful Bidder in writing by e-mail followed by letter through courier/mail to be confirmed by the Bidder in writing by email followed by courier.

### **5.2 Signing of Contract**

After the notification of award, HPPA will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and HPPA or the agency designated by HPPA. As an acceptance of the PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order to HPPA or the agency designated by the HPPA. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.

On receipt of the Performance Bank Guarantee, HPPA or the agency designated by HPPA shall enter into a contract with the successful bidder. The Master Service Agreement is provided in RFP.

### **5.3 Performance Bank Guarantee (PBG)**

Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the HPPA. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in RFP, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of total contract value. PBG shall be invoked by HPPA, in the event the Bidder:

- a. fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of HPPA,
- c. Misrepresents facts/information submitted to HPPA

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support. The performance bank guarantee may be discharged/returned by HPPA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), HPPA shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of HPPA under the contract in the matter, the proceeds of the PBG shall be payable to HPPA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

HPPA shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. HPPA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live + 18 months for the Solution.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

#### **5.4 Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event HPPA may award the contract to the next best value bidder or call for new bids.

In such a case, HPPA shall invoke the PBG and/or forfeit the EMD.

## 6. Key Performance Measurements

- 6.1. Unless specified by HPPA to the contrary, Implementation Agency shall deliver the product, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down (Service Level Agreement) of this section.
- 6.2. If the Contract, scheduled requirements, service specification includes more than one document, then unless HPPA specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 6.3. HPPA reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements. However, any such amendment of the terms and conditions shall be mutually agreed by the Implementation Agency and HPPA.

## 7. Commencement and Progress

- 7.1. Implementation Agency shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work.
- 7.2. Implementation Agency shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 7.3. Implementation Agency shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that Implementation Agency's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 7.4. Implementation Agency shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. Implementation Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to HPPA and shall, always, support and safeguard HPPA's legitimate interests in any dealings with Third parties.



## 8. Standards of performance

Implementation Agency shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. Implementation Agency shall always act, in respect of any matter relating to the Contract, as faithful advisors to HPPA and shall, at all times, support and safeguard HPPA's legitimate interests in any dealings with Third Parties.

## 9. Approvals and Required Consents

9.1. HPPA shall extend necessary support to Implementation Agency to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for Implementation Agency to provide the Services. The costs of such Approvals shall be borne by Implementation Agency. Both parties shall give each other all co-operation and information reasonably.

9.2. HPPA shall also provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, Implementation Agency and the HPPA shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for HPPA, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that Implementation Agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that Implementation Agency's obligations are dependent upon such Approvals.

## 10. Bidder's Obligations

10.1. Implementation Agency's obligations shall include all the activities as specified by the HPPA in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable HPPA to meet the objectives and operational requirements. It shall be Implementation Agency's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.

10.2. In addition to the aforementioned, Implementation Agency shall provide services to manage and maintain the said system as mentioned in RFP.

**10.3.** Implementation Agency shall ensure that Implementation Agency's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. Implementation Agency shall ensure that the services are performed through the efforts of Implementation Agency's Team, in accordance with the terms hereof and to the satisfaction of the HPPA. Nothing in this Contract relieves Implementation Agency from its liabilities or obligations under this Contract to provide the Services in accordance with the HPPA's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the HPPA and Implementation Agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

## **11. Reporting Progress**

- 11.1.** Implementation Agency shall monitor progress of all the activities related to the execution of this contract and shall submit to the HPPA, progress reports with reference to all related work, milestones, and their progress during the implementation phase.
- 11.2.** Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The HPPA on mutual agreement between both parties may change the formats, periodicity, and dissemination mechanism for such reports.
- 11.3.** Periodic meetings shall be held between the representatives of the HPPA and Implementation Agency once in every week/or as per frequency finalized by HPPA during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by HPPA, to discuss the performance of the contract.
- 11.4.** Implementation Agency shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 11.5.** In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Implementation Agency shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra manpower/ resources shall be submitted to the HPPA for its review and approval. All time and cost effect in this respect shall be borne, by Implementation Agency within the contract value.
- 11.6.** Implementation Agency representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to HPPA management personnel as directed by HPPA.

## 12. Statutory Requirements

During the tenure of this Contract nothing shall be done by Implementation Agency or his team including consortium in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep HPPA indemnified in this regard.

## 13. HPPA's Obligations

- 13.1. HPPA or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc. to Implementing Agency.
- 13.2. HPPA shall ensure that timely approval is provided to Implementing Agency as and when required, which may include approval of project plans, implementation methodology, design documents, SRS or any other document necessary in fulfillment of this contract.

## 14. Payments

- 14.1. HPPA shall make payments to Implementation Agency at the times and in the manner set out in the Payment schedule as specified in RFP subject to the penalties as mentioned in RFP. HPPA shall make all efforts to make payments to Implementation Agency within 45 days of receipt of invoice(s) and all necessary supporting documents.
- 14.2. All payments agreed to be made by HPPA to Implementation Agency in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and HPPA shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- 14.3. No invoice for extra work/change order on account of change order shall be submitted by Implementation Agency unless the said extra work /change order has been authorized/approved by the HPPA in writing in accordance with Change Control Note mentioned in RFP.
- 14.4. In the event of HPPA noticing at any time that any amount has been disbursed wrongly to Implementation Agency or any other amount is due from Implementation Agency to the HPPA, the HPPA may without prejudice to its rights recover such amounts by other means after notifying Implementation Agency or deduct such amount from any payment falling due to Implementation Agency. The details of such recovery, if any, shall be intimated to Implementation Agency. Implementation Agency shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the HPPA or Implementation Agency.

**14.5.** All payments to Implementation Agency shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which HPPA may have paid or incurred, for which under the provisions of the Contract, Implementation Agency is liable, the same shall be deducted by HPPA from any dues to Implementation Agency. All payments to Implementation Agency shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the HPPA to Implementation Agency on chargeable basis.

## **15. Intellectual Property Rights**

**15.1.** Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

**15.2.** Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.

**15.3.** Implementation Agency must ensure that while using any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company. Implementation Agency shall keep the HPPA indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by Implementation Agency or Implementation Agency's Team during the course of performance of the Services. Implementation Agency's liability is excluded regarding any claim based on any of the following (a) anything HPPA provides which is incorporated into the Solution; (b) the HPPA's modification of the solution; (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution

**15.4.** HPPA shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by Implementation Agency solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. Implementation Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the HPPA, execute all such agreements/documents

and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the HPPA.

- 15.5. Implementation Agency shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by HPPA in writing

## 16. Applicable Taxes

- 16.1. The commercials quoted by the Implementation Agency will be exclusive of GST.
- 16.2. Implementation Agency shall bear all personnel taxes levied or imposed on its personnel, or any other member of Implementation Agency 's Team, etc. on account of payment received under this Contract. Implementation Agency shall bear all taxes, levied or imposed Implementation Agency on account of payments received by it from the Authority for the work done under this Contract.
- 16.3. Implementation Agency shall bear all taxes and duties etc. levied or imposed on Implementation Agency under the Contract and Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Authority under the Contract. It shall be the responsibility of Implementation Agency to submit to the concerned Indian authorities the returns and all other connected documents required for the purpose of tax declarations. Implementation Agency shall also provide HPPA such information, as it may be required in regard to Implementation Agency's details of payment made by the HPPA under the Contract for proper assessment of taxes and duties. The amount of tax withheld by HPPA shall at all times be in accordance with Indian Tax Law and HPPA shall promptly furnish Implementation Agency original certificates for tax deduction at source to Implementation Agency (if applicable) and paid to the Tax Authorities.
- 16.4. Implementation Agency agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 16.5. Implementation Agency's shall fully familiarize themselves about the GST. The GST component must be excluded by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
- 16.6. Should Implementation Agency fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Implementation Agency shall pay the same. Implementation Agency shall indemnify HPPA against any and all liabilities or claims arising out of this Contract for such

taxes including interest and penalty by any such Tax Authority may assess or levy against the HPPA/Prime Bidder.

## **17. Indemnity**

- 17.1. Implementation Agency shall indemnify the HPPA from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- 17.2. any negligence or wrongful act or omission by Implementation Agency or any third party associated with Implementation Agency in connection with or incidental to this Contract; or
- 17.3. any breach of any of the terms of Implementation Agency's bid as agreed, the RFP and this Contract by Implementation Agency
- 17.4. Implementation Agency shall also indemnify the HPPA against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 17.5. Regardless of anything contained (except for Implementation Agency's liability for bodily injury and/ or for which it is contractually liable and its liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of Implementation Agency, is restricted to the total value of the contract.

## **18. Term and Extension of the Contract**

- 18.1. The Contract period shall commence from the date of signing of contract and shall remain valid for 12 Months from the date of Go Live of the system, which is the closure of implementation.
- 18.2. If the delay occurs due to circumstances beyond control of Implementation Agency such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Implementation Agency, a reasonable extension of time shall be granted by the HPPA.
- 18.3. The HPPA shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to Implementation Agency, at least 1 (one) months before the expiration of the Term hereof, whether it shall grant Implementation Agency an extension of the Term. The decision to grant or refuse the extension shall be at the HPPA's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the HPPA and Implementation Agency.
- 18.4. Where the HPPA is of the view that no further extension of the term be granted to Implementation Agency, the HPPA shall notify Implementation Agency of its decision at least

1 (one) months prior to the expiry of the Term. Upon receipt of such notice, Implementation Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the HPPA shall either appoint an alternative agency/ Implementation Agency or create its own infrastructure to operate such Services as are provided under this Contract.

## 19. Dispute Resolution

- 19.1. In case, a dispute is referred to arbitration, the arbitration shall be under the **Indian Arbitration and Conciliation Act, 1996** and any statutory modification or re-enactment thereof.
- 19.2. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- 19.3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 19.4. The Arbitration proceedings shall be held in Panchkula, Haryana, India.
- 19.5. The Arbitration proceeding shall be governed by the substantive laws of India.
- 19.6. The proceedings of Arbitration shall be in Hindi/English language.
- 19.7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.
- 19.8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party,

the Justice or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.

- 19.9.** Any letter, notice or other communications dispatched to Implementation Agency relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the HPPA Implementation Agency shall be deemed to have been received by Implementation Agency although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- 19.10.** If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the HPPA to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 19.11.** It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 19.12.** It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 19.13.** The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 19.14.** The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

## **20. Time is of the essence**

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by Implementation Agency by the specified completion date.

## **21. Conflict of interest**

Implementation Agency shall disclose to the HPPA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Implementation Agency or Implementation Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.



## 22. Publicity

Implementation Agency shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the HPPA first gives Implementation Agency its written consent.

## 23. Force Majeure

23.1. Force Majeure shall not include any events caused due to acts/ omissions of Implementation Agency resulting in a breach/ contravention of any of the terms of the Contract and/or Implementation Agency's Bid. It shall also not include any default on the part of Implementation Agency due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

23.2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts, vandalism, terrorism, or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of Implementation Agency in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

23.3. In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

## 24. Delivery

24.1. Implementation Agency shall bear the cost for all the licenses used for development and delivery of the product. No additional charges shall be claimed from HPPA except financial bid.

24.2. The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by HPPA.

## 25. Transfer of Ownership

25.1. Implementation Agency must transfer all titles to the product for the purpose of the project to the HPPA at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, related to the system designed, developed, installed and maintained by Implementation Agency. Implementation Agency is expected to provide source code, transfer IPR and ownership right of complete solutions which is designed and customized by bidder for the use of HPPA.

25.2. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the HPPA, Implementation Agency shall deliver to the HPPA all Documents provided by or originating from the HPPA and all Documents produced by or from or for Implementation Agency in the course of performing the Services, unless otherwise directed in writing by the HPPA at no additional cost. Implementation Agency shall not, without the prior written consent of the HPPA store, copy, distribute or retain any such Documents.

## 26. Exit Management Plan

- An Exit Management plan shall be furnished by Implementation Agency in writing to the HPPA within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
  - a A detailed program of the transfer process that could 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 transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - b Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
  - c Exit Management plan in case of normal termination of Contract period
  - d Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
  - e Exit Management plan in case of termination of Implementation Agency
- Exit Management plan at the minimum adhere to the following:

- i. Three (3) months of the support to Replacement Service Provider/In-House post termination of the Contract
  - ii. Complete handover of the Planning documents, functional requirements specification, SRS change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ HPPA
  - iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to Implementation Agency on successful completion of handover and knowledge transfer
- In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and HPPA shall comply with the Exit Management Plan.
  - During the exit management period, Implementation Agency shall use its best efforts to deliver the services.

## **27. Performance Security**

- 27.1.** Implementation Agency shall furnish Performance Security to the HPPA at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized / Scheduled Bank in the Preformat given in RFP within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA) which would be valid up to a period of Three months after the contract completion period.
- 27.2.** Prior to contract signing, the Implementation Agency shall be required to submit one Bank Guarantee of equal amount totaling 10% of the value of the Contract.
- 27.3.** Liquidated Damages: If Implementation Agency fails to supply product or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP, the HPPA without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.1 % per week or part thereof of contract value for a milestone/quarter. The deduction shall not in any case exceed 10 % of the contract value.
- 27.4.** The HPPA may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to Implementation Agency in its hands (which includes the HPPA's right to claim such amount against Implementation Agency's Bank Guarantee) or which may become due to Implementation Agency. Any such recovery or liquidated damages shall not in any way relieve Implementation Agency from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- 27.5.** Delay not attributable to Implementation Agency shall be considered for exclusion for the purpose of computing liquidated damages.

## 28. Limitation of Liability

Limitation of Bidder's Liability towards the HPPA:

- 28.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract. The limitation of liability upto 100% of project value.
- 28.2. Except in case of gross negligence or willful misconduct on the part of Implementation Agency or on the part of any person or company acting on behalf of Implementation Agency in carrying out the Services, Implementation Agency, with respect to damage caused by Implementation Agency to HPPA's property, shall not be liable to HPPA:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (A) the total payments payable under the Contract to Implementation Agency hereunder, or (B) the proceeds Implementation Agency may be entitled to receive from any insurance maintained by Implementation Agency to cover such a liability upto project value.
- 28.3. This limitation of liability shall not affect Implementation Agency liability, if any, for damage to Third Parties caused by Implementation Agency or any person or company acting on behalf of Implementation Agency in carrying out the Services.

## 29. Ownership and Retention of Documents

- 29.1. The HPPA shall own the Documents, prepared by or for Implementation Agency arising out of or in connection with the Contract.
- 29.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the HPPA, Implementation Agency shall deliver to the HPPA all documents provided by or originating from the HPPA and all documents produced by or for Implementation Agency in the course of performing the Services, unless otherwise directed in writing by the HPPA at no additional cost. Implementation Agency shall not, without the prior written consent of the HPPA store, copy, distribute or retain any such documents.

## 30. Information Security

- 30.1. Implementation Agency shall not carry any written/printed document, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to HPPA into / out of any location without written permission from the HPPA.
- 30.2. Implementation Agency must acknowledge that HPPA's business data and other HPPA proprietary information or materials, whether developed by HPPA or being used by HPPA

pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to HPPA; and Implementation Agency along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Implementation Agency to protect its own proprietary information. Implementation Agency recognizes that the goodwill of HPPA depends, among other things, upon Implementation Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Implementation Agency or its team could damage the goodwill of HPPA, and that by reason of Implementation Agency ‘s duties hereunder. Implementation Agency may come into possession of such proprietary information, even though Implementation Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Implementation Agency shall use such information only for the purpose of performing the said services.

- 30.3. Implementation Agency shall, upon termination of this agreement for any reason, or upon demand by HPPA, whichever is earliest, return any and all information provided Implementation Agency by HPPA, including any copies or reproductions, both hardcopy and electronic.
- 30.4. By virtue of the Contract, Implementation Agency team may have access to personal information of the HPPA and/or a third party. The HPPA has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of Implementation Agency team in the course of performing the Services under the Contract

## 31. Records of contract documents

Implementation Agency shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.

## 32. Security and Safety

- 32.1. Implementation Agency shall comply with the directions issued from time to time by the HPPA and the standards related to the security and safety, in so far as it applies to the provision of the Services.

**32.2.** Implementation Agency shall upon reasonable request by the HPPA, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

### **33. Confidentiality**

**33.1.** Implementation Agency shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or HPPA's business/ operations, information, Application/software, business data, architecture schematics, designs and other information / documents without the prior written consent of the HPPA.

**33.2.** The HPPA reserves the right to adopt legal proceedings, civil or criminal, against Implementation Agency in relation to a dispute arising out of breach of obligation by Implementation Agency under this clause.

**33.3.** Implementation Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the HPPA to the satisfaction of the HPPA.

**33.4.** Implementation Agency shall notify the HPPA promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the HPPA of the HPPA.

**33.5.** Implementation Agency shall be liable to fully recompense the HPPA for any loss of revenue arising from breach of confidentiality.

### **34. Events of Default by Implementation Agency**

The failure on the part of Implementation Agency to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of Implementation Agency. The events of default are but not limited to:

**34.1.** Implementation Agency / Bidder's Team has failed to perform any instructions or directives issued by the HPPA which it deems proper and necessary to execute the scope of work or provide services under the Contract, or

**34.2.** Implementation Agency / Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if Implementation Agency has fallen short of matching such standards / benchmarks / targets as the HPPA may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services

under this Contract. The above mentioned failure on the part of Implementation Agency may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the HPPA;

- 34.3. Implementation Agency has failed to remedy a defect or failure to perform its obligations in accordance with the scope of work issued by the HPPA, despite being served with a default notice which laid down the specific deviance on the part of Implementation Agency / Implementation Agency's Team to comply with any stipulations or standards as laid down by the HPPA; or
- 34.4. Implementation Agency / Implementation Agency's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the HPPA during the term of this Contract and which the HPPA deems proper and necessary for the execution of the scope of work under this Contract
- 34.5. Implementation Agency / Implementation Agency's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 34.6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Implementation Agency.
- 34.7. Implementation Agency/ Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 34.8. Where there has been an occurrence of such defaults inter alia as stated above, the HPPA shall issue a notice of default to Implementation Agency, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 34.9. Where despite the issuance of a default notice to Implementation Agency by the HPPA, Implementation Agency fails to remedy the default to the satisfaction of the HPPA, the HPPA may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

## 35. Termination

The HPPA may, terminate this Contract in whole or in part by giving Implementation Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- 35.1. Where the HPPA is of the opinion that there has been such Event of Default on the part of Implementation Agency / Implementation Agency's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of Implementation Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 35.2. Where it comes to the HPPA's attention that Implementation Agency (or Implementation Agency's Team) is in a position of actual conflict of interest with the interests of the HPPA, in relation to any of terms of Implementation Agency's Bid, the RFP or this Contract.
- 35.3. Where Implementation Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Implementation Agency, any failure by Implementation Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against Implementation Agency or the happening of any such events that are averse to the commercial viability of Implementation Agency. In the event of the happening of any events of the above nature, the HPPA shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity
- 35.4. Termination for Insolvency: The HPPA may at any time terminate the Contract by giving written notice to Implementation Agency, without compensation to Implementation Agency, if Implementation Agency becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the HPPA.
- 35.5. Implementation Agency may, subject to approval by the HPPA, terminate this Contract before the expiry of the term by giving the HPPA a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

## 36. Consequence of Termination

- 36.1. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the HPPA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Implementation Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the HPPA and/ or the successor agency/ service provider, as may be required, to take over the obligations of Implementation Agency in relation to the execution/continued execution of the requirements of the Contract.



- 36.2.** Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of Implementation Agency or due to the fact that the survival of Implementation Agency as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the HPPA, through unilateral re-determination of the consideration payable to Implementation Agency, shall pay Implementation Agency for that part of the Services which have been authorized by the HPPA and satisfactorily performed by Implementation Agency up to the date of termination. Without prejudice to any other rights, the HPPA may retain such amounts from the payment due and payable by the HPPA to Implementation Agency as may be required to offset any losses caused to the HPPA as a result of any act/omissions of Implementation Agency. In case of any loss or damage due to default on the part of Implementation Agency in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, Implementation Agency shall compensate the HPPA for any such loss, damages or other costs, incurred by the HPPA. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of Implementation Agency as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the HPPA and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of Implementation Agency's Bid, the Bid Document and the Contract
- 36.3.** Nothing herein shall restrict the right of the HPPA to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the HPPA under law.
- 36.4.** The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **37. Change Control Note (CCN)**

- 37.1.** This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Implementation Agency and changes to the terms of payment.
- 37.2.** Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall submit CCN as per format provided in RFP. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the HPPA.

37.3. Implementation Agency and the HPPA while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

**37.4. Quotation**

Implementation Agency shall assess the CCN. In completing CCN, Implementation Agency shall provide as a minimum:

- i. a description of the change;
  - ii. a list of deliverables required for implementing the change; timetable for implementation;
  - iii. an estimate of any proposed change; or any relevant acceptance criteria;
  - iv. an assessment of the value of the proposed change;
  - v. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- Prior to submission of the completed CCN to the HPPA or its nominated agencies, Implementation Agency shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, Implementation Agency shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
  - Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided Implementation Agency meets the obligations as set in the CCN. In the event Implementation Agency is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by Implementation Agency. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

## 38. Service Levels

### 38.1. Purpose

The purpose is to define the levels of service provided by Implementation Agency to the HPPA for the duration of the contract. The benefits of this are:

- Start a process that applies to HPPA and Implementation Agency attention to some aspect of performance, only when that aspect drops below the threshold defined by the HPPA
- Help the HPPA control the levels and performance of Implementation Agency's services

The Service Levels are between the HPPA and Implementation Agency

### 38.2. Service Level Agreements & Targets

- This section is agreed to by HPPA and Implementation Agency as the key performance indicator for the project.
- The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contact.
- The procedures in RFP shall be used if there is a dispute between HPPA and Implementation Agency on what the permanent targets should be.

### 38.3. General principles of Service Level Agreements

The Service Level agreements have been logically segregated in the following categories:

#### 38.3.1. Liquidated Damages

The liquidated damages shall come into effect once the notification of Award has been issued by the HPPA. It would be mainly applicable on the implementation phase of the project.

#### 38.3.2. Penalties

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for

lower performance and breach conditions.

- Maximum Penalty applicable for any quarter shall not exceed 10% of the 'applicable fees' for the respective quarter.
- Three consecutive quarterly deductions of 150% of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per RFP respectively and the consequences as provided in RFP shall follow.
- The payment to the agency shall be on Quarterly basis however the penalty shall be calculated on monthly basis as per the SLAs stated in the RFP.

Sl No.	Measurement	Definition	Target	Severity level	Penalty Amount per instance of non-compliance/ fault
1	<b>Team mobilization and commencement of work</b>	IMPLEMENTATION AGENCY is expected to mobilize team for commencement of work and start the work within defined period of 15 days)	Within 15 days of issuance of LoI or contract agreement, whichever is earliest	—	<p>Delay beyond 7 calendar days = 0.1% of the contract value</p> <p>Delay beyond 8-15 calendar days = 0.2% of the contract value</p> <p>Delay beyond 15 days = 0.5% of the contract value per week till the start the work or may lead to Termination of the Contract at the discretion of HPPA</p>
2	<b>Completion of Go-Live</b>	Go-Live of AI based Chatbot along with functionalities mentioned in RFP	As per Milestone defined in RFP		<p>Delay beyond 7 calendar days = 0.1% of the contract value</p> <p>Delay beyond 8-15 calendar days = 0.2% of the contract value</p> <p>Delay beyond 15 days = 0.5% of the contract value per week or may lead to Termination of the Contract at the discretion of HPPA</p>

S.No.	Measurement	Definition	Target	Penalty
1	Availability of Applications	<p><b>Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time - maintenance downtime)}</b></p> <p>Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons of software fail to perform) for Business processing to the end user. Each parameter shall be measured separately for penalty. Any downtime for scheduled or preventive maintenance shall be with prior written intimation to the HPPA.</p> <p>Measurement Tool: Reports server</p>	<p>Minimum 98.5% up time measured on a monthly basis</p>	
			<p>≥97.5% to &lt;98.5 % up time measured on a monthly basis</p>	1% of O & M fee
			<p>≥96.5% to &lt;97.5 % up time measured on a monthly basis</p>	2% of O & M fee
			<p>≥95.5% to &lt;96.5 % up time measured on a monthly basis</p>	3% of O & M fee
			<p>≥95.0% to &lt;95.5 % up time measured on a monthly basis</p>	4% of O & M fee



			<95.0 % up time measured on a monthly basis	5% of the O & M quarterly payment
<b>Desk Side Technical support services</b>	Resolution of ticket logged as per the Severity definition chart	95%	Reports generated from Ticket logging system	1% of monthly O&M Charges
<b>Problem Management</b>	Supplier shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Supplier shall take the needed corrective action to prevent further issues due to the same cause.	100% timely submission covering all incidents logged in that month	Root cause report	5% penalty on the monthly O&M Charges of that Project Area, if the Supplier does not submit a problem report for that month.
			Incident report problems users Document detailing corrective action	Defect resolution average time shall be calculated on monthly basis- 0-15 Min- No Penalty 15 Min-30 Min- 1% of O & M Cost 30 Min-1 hour- 3% of O & M Cost

				1 Hour- 4 Hour- 5% of O & M cost or termination of contract.
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### 39. Scope of Work

#### 39.1. Chatbot Solution

The proposed solution shall be hosted on space provide by HPPA. Implementation agency shall design, develop and customize and implement chatbot solution, after careful requirement analysis, in line with modern software development practices (SDLC), hereafter referred as chatbot, capable of auto-answering citizen/user queries related to General Information, PP Number related information, Information pertaining to Parivar (After Validation), Registration, Complaints, Any other as defined by HPPA. The proposed solution must support the following specification. Bidders are required to submit compliance towards all the specifications/features in their Technical bid given below:

##### i. Virtual Personality

The look and working of the Chatbot is to be youthful, responsive, useful and sensitive to citizen/end user needs. Bidder is responsible for chatbot UX & UI design of which below jobs shall be covered like Wireframes & Flow design for Chatbot Conversation UI.

##### ii. Two Way Speech

The Chatbot should support speech-to-text (S2T) conversion of the Citizen's/user's voice, and text- to-speech (T2S) conversion for the Chatbot's spoken response.

##### iii. Natural Language Processor (NLP) Capabilities

Platform should have capabilities based on NLP i.e., built in sentiment and tone detection, average deep learning-based model accuracy, automatic speech recognition and speech synthesis, semantic knowledge packs etc., Multi Language Support (Hindi and English), Entity Skipping Flows, Automatic conversation validation, transcript analyzer toolkit, Goal-based flows and state tracking, forms & rating, rich GUI based workflow designer etc.

##### iv. User/Operator Management for Chatbot

- Ability to add/delete/update user accounts.
- Ability for admin to monitor operator conversation with citizens.

##### v. Case Management

- Ability to create cases for queries, complaints, and service requests
- Ability to assign case with rule-based criteria
- Ability to view and edit case details

- Ability to search solution for case in previous cases
- Ability to auto-escalate case
- Ability to integrate workflow with case management for automatic case alert, notification and escalation
- Ability to use multichannel communication for case management (email, mobile, self-service, social media) through external APIs
- Ability to assign case level tasks/activities to other users
- Ability to create and track child cases
- Ability to auto-close case
- Ability to reopen case
- Ability to authenticate citizen through OTP (sms)

**vi. Seamless Transfer to Live Agent:**

Chatbot platform should be capable of integrating with the customer service representative at any time over a backend platform & User Interface for live agents provided by the HPPA only. The chat history of the user must be available with the live agent before taking over the conversation from the chatbot. The seamless transfer to the live agent is to be done on the basis of the following parameters:

- When the chatbot is not able to understand the intent of the citizen for a maximum of 3 queries or as mutually decided between HPPA and Vendor during implementation phase.
- When the users get frustrated/use cuss words/ask for interaction to a live agent by themselves.
- Or any other case as decided by HPPA.

**vii. Knowledge Management**

- Ability to create a knowledge database with Articles, Documents & Images
- Ability to search knowledge database using key words

**viii. Platform Agnostic:**

The chatbot is to be deployed on HPPA's website, and mobile apps. The chatbot should support browsers like Chrome, Internet Explorer, Opera, Konqueror, Safari and Firefox with responsive integration with Android and iOS interface (iPhone Handsets, iPads and Mac book etc.).

**ix. User Authentication**

The Chatbot should be capable of verifying the interactive user's credentials at various levels of interaction. The possible verification parameters are registered mobile number with OTP.

**x. Media Compatibility**

The chatbot should be able to run video files, audio files, rich text files, forms and/or cards in most of the readable formats available.

**xi. Concurrent Login Sessions**

The chatbot must be capable of handling a minimum number of 10,000 concurrent users.



**xii. On-Going Training**

Bidder should analyze and train bot proactively on a regular basis. Dashboard access is to be provided to HPPA team for effective real time monitoring. Bot should be updated with all the latest information related to HPPA's existing as well as newly introduced products and services as proposed by HPPA from time to time. Based on the feedbacks received from the users, sufficient training as a part of supervised learning is to be given to the chatbot on regular basis. The knowledgebase of the chatbot should be updated and to be reflected upon on a real time basis across all integrated platforms /channels.

**xiii. Chatbot Knowledgebase**

HPPA's officials shall provide information/ FAQ on product/services and the solution shall convert the information ready for Chatbot conversation. Platform should provide integration with one or more knowledge sources that can be used in designing the Bot flow. These knowledge sources can be in the form of CSV import: FAQ with question and responses listed in a CSV format. This can also include rich media response, PDF documents: One or more pdf documents can also be used as the knowledge source. HTML pages/URL Links: Web pages or static resources.

**xiv. Storage of Chat / User History**

The Chatbot / Virtual Assistant solution should be able to capture citizen information such as mobile number, email-id, IP address, etc. and relevant data as applicable/required by the HPPA for data analysis. Solution should provide dashboard with real-time usage statistics and historical reports. Bidder should provide Chabot's monthly statistics on its ability to respond to user commands or queries in the shortest amount of time and best way possible. Platform should be capable of providing chat volumes, response time to chat requests, lead time to resolve the query, customer related information, bot availability report (uptime/downtime) & other reports as per business user requests.

**xv. Chatbot Maintenance and support**

Technical & functional support for proactive monitoring is to be provided by the bidder. In addition, the Bidder should deploy resource to maintain and update the chatbot with required knowledgebase, UI requirement, API Integration, patches, updates and upgrades during the contract period and implement the same.

Bidder will ensure troubleshooting and enhancements in the services during the contract period. All services for implementation, smooth operation and maintenance of all the components of Chatbot is to be developed by the bidder and will be part of the Project. Version upgrade and enhancements in services on account of industry dynamics as a part of the contract during the contract period is to be taken care by the bidder.

**xvi. Audit and Compliance Management**

The bidder will be responsible to enable suitable information security/cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the HPPA from time to time. Continuous risk assessment and control process of the Bot to be conducted and probability of each risk along with Impact to be evaluated and to be provided proactively periodically to HPPA officials.

### **xvii. Security & Confidentiality**

The chatbot platform should provide security capabilities such as encryption data, multi-factor authentication and Role Based Access Control policies for effectively leveraging enterprises data sources. Bidder should comply with all the guidelines issued by Govt. of India and any other regulatory authority issued from time to time. The solution should adhere to the security policies set up by the HPPA. The Solution should be secured and scalable for enhanced add-on services as per industry standard. The bidder will not disclose or use any information and data generated during Chatbot / Virtual Assistant sessions with any third party as per non-disclosure agreement.

### **xviii. Data Backup Plan**

Solution should be capable of performing scheduled backup as per HPPA's policy.

### **xix. Chatbot Performance Analytics**

Solution should provide dashboard with real-time usage statistics and historical reports. Bidder should provide Chatbot's monthly statistics on its ability to respond to user commands or queries in the shortest amount of time and best way possible. Platform should be capable of providing chat volumes, response time to chat requests, lead time to resolve the query, customer related information, bot availability report (uptime/downtime) & other reports as per business user requests. The bidder will provide a dedicated dashboard comprising of the following analytics parameters but not limited to:

- **User Related Analytics**

Total users, active users, engaged users, new users, Average Number of Conversations per User, user demographics or any parameters decided by HPPA.

- **Conversation Related Analytics**

Conversation Starter Messages: Number of messages where the chatbot initiates the interaction

Bot Messages: the total number of messages sent by the chatbot in each interaction

- User Messages: This category shows the messages sent by the user
- Failed Messages: The messages which the chatbot failed to respond

Total Conversations: Number of conversations started and successfully completed on a given day

- **Chatbot related analytics**

- Response time: To measure bot response time.
- Fall Back Rate (FBR): Fall Back Rate captures those cases where the chatbot is unable to understand / process / respond to a user's query and subsequently handed over to the live agent. This is the percentage of times the chatbot failed or experienced a near failure situation.
- Chatbot Availability: Uptime / Downtime

- **Feedback Analytics:**
  - User Feedback: The user feedback will be classified in the following two categories:
    - Provision for capturing Feedback for each query is to be given. It can be a binary parameter like thumbs up or thumbs down which will reflect positive and negative feedback respectively. The cases where negative feedback is received, adequate provision for capturing the detailed feedback is to be provided and should be included in the analytics.
    - Provision for capturing user feedback as a complete user experience at the end of the conversation or at the footer of the chatbot or if the user chooses to close the session of the chatbot. It will also be based on binary parameters such as “yes” and “no” against the question “do you feel I was helpful?”. The cases where “no” is captured as a feedback are to be recorded in detail and report is to be provided on the same
  - Artificial intelligence and machine learning rate: Percentage of user questions that are correctly understood to measure this.
  - Any other part of analytics such as provision to generate customized reports and MIS should also be given
  - Ability to define approval workflow for artefacts creation/modification
  - Ability to attach KM artefacts to cases.
  
- **Reporting**
  - Ability to view and download outgoing traffic report containing messages sent with delivery status, read status and day wise traffic trend.
  - Ability to view and download incoming traffic report containing all conversation messages received or sent to the consumer.
  - Ability to view and download report to search conversation with mobile number and fetch the log to analyses content for troubleshooting and measuring efficiency of chatbot solution.
  - All the reports related to SLA Monitoring should be available and can also be exported in .xls file
  
- **Integration**
  - Provide API for sending WhatsApp messages using standard communication protocols and data formats.
  - Ability to integrate and retrieve data from applications running in HPPA.
  - 24x7 Listening to log and capture customer conversation data
  
- **Testing**

Bidder shall provide test plan, test methodology, test cases, carry out testing on separate test and development environment and submit test reports along with analysis and corrective measures for comprehensive and sufficient testing of functional, system and integration aspects of application(s) in initial and subsequent stages of development and deployment.
  
- **Conversation Live Stream**
  - Display real-time conversations

- Display user profile: id (mobile number, name etc.)
- Display conversation/ post attributes: Request, Complaint etc.
- Display thread of customer conversation
- Provision an agent response (manual text type) on the conversation
- Display misclassified conversation and option to mark right classification
- Display manual category conversation and option to mark new classification

- **Instant Response**

Support for sending contextual and rule based instant response to the consumer within time duration as specified in SLA.

Further scope of work and not limited to above functional specifications: -

1. Chatbot will help citizen/user with their queries related to viewing of Request raised, Registration of complaints, knowing request status, knowing the eligibility, other service-related information as defined by HPPA.
2. Chatbot shall offer an interactive dialog interface for engaging citizen/user in a chatbot session. In order to start conversation, chatbot shall send an interactive list of options related to different operational areas of application utility like welcome message, how to get started etc. Chatbot response shall be based on organizational knowledge base or information retrieved from various HPPA Software Solutions, Call Center etc.
3. The Chatbot will automatically analyze the User Request, extract relevant activities and respond to the user. The response can be predefined text, a text retrieved from a knowledge base that contain different answers, a contextualized piece of information based on data the user has provided, data stored in enterprise systems, the result of an action that the chatbot performed by interacting with one or more backend application, a disambiguating question that helps the chatbot to correctly understand the user's request.
4. Chatbot must use machine learning and Natural Language Processing (NLP) algorithms to train itself with variety of questions asked by consumers.
5. A bidder shall help HPPA in creating a comprehensive knowledge base of frequently asked questions on chatbot platform.
6. Chatbot needs to be flexible to incorporate new services/facilities.
7. The Bidder shall handover all the documents along with entire source code to HPPA after completion of development period.
8. Bidder shall provide functionality to interact with whatsapp messages using chatbot system.
9. Bidder shall deploy chatbot solution on various HPPA projects, web portal, mobile app or other web applications as and when directed to do so, without any additional cost to purchaser.
10. The bidder shall provide proper Knowledge Transfer regarding development of Chatbot application to HPPA IT Team.
11. Bidder shall provide necessary and sufficient training to HPPA's team before go-live of chatbot solution, to manage application(s) and related activities.
12. The Solution is expected to provide HPPA a tool to improve customer satisfaction, provide better & accurate information to customers and ensure maintenance of response timelines.
13. HPPA intends to introduce an intelligent Chatbot. Starting with an FAQ based training model and few Customer Service APIs integrations where the bot should be able to interact with the user and respond to various basic level queries asked in English, Hindi, Haryanvi Dialect, Punjabi and Hinglish with NLP capabilities to identify user's query/request/complaints and

respond accordingly.

14. Bidder shall ensure that Chatbot solution implementation will not affect the performance of HPPA website & Mobile Apps and will not hamper the user experience.
15. The bidder shall ensure that the Chatbot technology implemented can be programmed further to understand the need of the user and his preferences based on user experience with Chatbot.
16. HPPA and successful bidder will work in coordination for implementation of Chatbot solution across HPPA website and mobile app. Also, Bidder should provide the technical support to HPPA wherever required during the tender tenure.

### Annexure – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at [ceo-hppa@hry.gov.in](mailto:ceo-hppa@hry.gov.in) clearly specifying in the subject column- 'Queries for Selection of Implementation Agency- **Bidder's Company Name**'.

SL #	RFP Volume Section and sub- section	Page No.	Clause/ Content in the RFP	Clarification sought/ Change Request (highlight the portion with red color which is intended to be changed.)

### Annexure – Formats for Submission of the Qualification Criteria

#### Qualification Criteria checklist

SI#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		
5.	<ul style="list-style-type: none"> <li>• Copy of Certification of Incorporation/Registration Certificate</li> <li>• PAN card</li> <li>• GST registration</li> </ul>		

6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney		
9.	Project Citations and Self-certifications, as Applicable		
10.	No Deviation Certificate		
11.	Total Responsibility Certificate		
12.	Valid certification		

## Qualification Criteria Covering Letter

Date: dd / mm / yyyy

To,

**CEO, Haryana Parivar Pehchan Authority**

O/o \_\_\_\_\_

**Subject:** Request for Proposal for Selection of \_\_\_\_\_

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

With reference to your “\_\_\_\_\_”, we hereby submit our Qualification, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the HPPA can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [ ] and Tender fee of INR [ ] in the <<Account details>>.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by HPPA and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document



- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the HPPA may cancel the bidding process at any time and that HPPA is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact \_\_\_\_\_, email \_\_\_\_\_, contact no. \_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the bidder)

(Printed Name)

Designation

**Seal**

Date:

Place:

Business Address:

## Company profile

### A. Brief company profile

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	Service Tax number	
7.	VAT number	
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	EMD details	

### B. Valid Certificate of Incorporation

### C. Financial Turnover of last 3 years

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY- 2018- 2019	FY- 2019- 2020	FY- 2020- 2021

- Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.
- Positive net worth of the last five financial years as on date. Copy of self-certified statutory auditor certificate to be submitted along with the bid.

**Declaration of Non-Blacklisting**

*(To be provided on the Company letter head)*

Place

Date

To,

**CEO, Haryana Parivar Pehchan Authority**

---

Subject: Self Declaration of not been blacklisted in response to the \_\_\_\_\_

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**Total Responsibility Certificate**

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**Self-certificate for Project execution experience (In Bidding Entity's Letter Head)**

This is to certify that < Name of the Bidding entity > has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date <i>(N.B Only relevant activities as sought in the Criteria to be included)</i>	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name

Address:

Seal and Date:

## Annexure – Formats for Submission of the Technical Bid

## Technical Bid Check-List

Sl #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1.	Technical Bid Letter		
2.	Credential summary		
3.	Project Citations and Self-certifications, as applicable		
4.	Detailed proposed solution		
5.	Project plan and manpower plan		
6.	Proposed CVs		
7.	Compliance to Requirement		
8.	Non-disclosure agreement		

## Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

**CEO, Haryana Parivar Pehchan Authority**

---

Subject: Request for Proposal for \_\_\_\_\_

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect of “\_\_\_\_\_” do hereby propose to provide our services as specified in the bid submitted by us.

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

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to HPPA, Haryana is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed in RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by HPPA.



Thanking you,

Yours sincerely,

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

## Credential Summary

Sl #	Project Name	Client Name	Client Type	Project Value (In INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed Or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU or Private
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start date)

### Bidder's Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by bidder	

*N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided.*

## Overview of Proposed Solution

### Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

SL. No.	Item
1.	<b>Understanding of requirement and Implementation approach</b> <ul style="list-style-type: none"> <li>Understanding of requirements</li> <li>Work Plan &amp; its adequacy</li> </ul>
2.	<b>Robustness and quality</b> <ul style="list-style-type: none"> <li>Product features</li> <li>Scalability</li> <li>Timelines and modalities for implementation in a time bound manner</li> <li>Project implementation approach or strategy and operations and maintenance plan</li> </ul>
3.	<b>Assessment of Manpower deployment, Training and Handholding plan</b> <ul style="list-style-type: none"> <li>Deployment strategy of Manpower</li> <li>Training and handholding strategy</li> </ul>

### Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, Implementation Agency shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by Implementation Agency shall conform to the requirements and timelines specified in the Contract. The designated authority and Implementation Agency shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Implementation Agency intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve Implementation Agency of any of his duties or responsibilities under the Contract.

If Implementation Agency's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Implementation Agency to develop/adhere such a work plan shall be to his account.

A **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
		1	2	3	4	5	6	7	8		
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 1										

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.

### Manpower Plan

#### Till Go-Live (Implementation)

Manpower distribution								
S. No.	Name	Role	Month wise time to be spent by each personnel (in days) Total					
			Month 1	Month 2	Month 3	...	...	Month 4
1								
2								
3								

#### After Go-Live (Operation & Maintenance)

Manpower distribution						
S. No.	Manpower/ Role	Quarter				
		1	2	3	4	

## Details of Resources proposed

## Summary of Resources proposed

Sl. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.Sc. or B.E. or MCA or Diploma)	Certifications	Total Experience (in years)
1.						
2.						
3.						

## Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
Project 2	

Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

**Compliance to Requirement (Functional Specifications)**

*The bidder should provide compliance to the requirement specifications specified in the RFP.*

**Anti-Collusion Certificate**

*[Certificate should be provided by Bidder and on letter head]*

**Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for \_\_\_\_\_ against the RFP issued by HPPA, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



## Annexure – Formats for Submission of the Commercial Bid

## Total Price Summary

Sl #	Head	Amount (in Rs.)	Amount (in words)
1.	<b>Total CAPEX price</b> (Inclusive of all taxes, levies, duties, etc. as applicable)-Exclusive of GST		
2.	<b>Total OPEX price</b> (Inclusive of all taxes, levies, duties, etc. as applicable)- Exclusive of GST		
3.	<b>Total price (1+2)</b> (Inclusive of all taxes, levies, duties, etc. as applicable)- Exclusive of GST		

**Price component for CAPEX:**

The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality as per the following template:

For Supply, Installation and Commissioning						
Sl #	Line Item (Component wise)	Unit of Measurement	Quantity proposed	Unit base price (in Rs.)	All taxes, levies, duties, etc. as Applicable except GST (in Rs.) (per unit)	Total Price Including All taxes, levies, duties, etc. as Applicable except GST (in Rs.)
1	2	3	4	5	6	7=(5+6)*4
	Software Development and customization	No.				
	Any Other Item as per solution	No.				

**Total CAPEX Price (in words) - \_\_\_\_\_**

*N.B – Bidder must ensure that all the line items are covered as specified and all required fields in the Commercial bid format are duly filled and calculated appropriately. All amounts to be quoted in INR. The Bidder may add any additional line item (with adequate details and pricing information) in table towards the end that may be required to fulfill the RFP and project requirements in totality.*

**Price component for OPEX**

The Bidder may add any additional line item (with adequate details and pricing information) in table below towards the end that may be required to fulfill the RFP and project requirements in totality.

Sl. #	Components	Year 1 (in INR)	Total (Incl. of all taxes-Exclusive of GST)
1	Software Maintenance		
2	Any other		
	<b>Total OPEX price</b>		

**Total OPEX Price (in words) - \_\_\_\_\_**

**Annexure– Performance Bank Guarantee**

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Sh. Vikas Gupta  
CEO, Haryana Parivar Pehchan Authority  
Sector 6, Panchkula  
ceo-hppa@hry.gov.in

Whereas, <<name of the supplier and address>> (hereinafter called “the Implementation Agency”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to HPPA (hereinafter called “the HPPA”)

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

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. 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 Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

## Annexure- Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business or registered office at \_\_\_\_\_, are desirous of bidding for RFP No. <<>> dated <<DD-MM-YYYY>> “ \_\_\_\_\_” (hereinafter called the said 'RFP') to the “HPPA”, hereinafter referred to as ‘HPPA’

and,

WHEREAS, the Bidder is aware and confirms that the HPPA’s business or operations, information, application or software, business data, architecture schematics, designs, storage media and other information or documents made available by the HPPA in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or or proprietary to the HPPA,

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

It is hereby agreed as under:

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

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the HPPA and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until HPPA expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
  
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the HPPA or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the HPPA while on or off premises of the HPPA. It is understood that it would be impractical for the HPPA to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
  
5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
  
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the HPPA, the Bidder shall promptly deliver to the HPPA the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda,



notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the HPPA. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the HPPA, the Bidder shall promptly deliver to the HPPA the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the HPPA. Without prejudice to the above the Bidder shall promptly certify to the HPPA, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the HPPA in respect of the Confidential Information.
  
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the HPPA to enable the HPPA to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the HPPA. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date :



**Annexure - Format for Power of Attorney to Authorize Signatory**

POWER OF ATTORNEY

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]*

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2020

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

*Notes:*

*The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

## Annexure: Change Control Note

Change Control Note	CCN Number:
<b>Part A: Initiation</b>	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
<b>Details of Proposed Change</b>	
(To include reason for change and appropriate details. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by HPPA	Date:
Name:	
Signature:	
Received by the Bidder	Date:
Name:	
Signature:	

Change Control Note	CCN Number:
<b>Part B: Evaluation</b>	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
<b>Brief Description of Change:</b>	
<b>Impact:</b>	
<b>Deliverables:</b>	
<b>Timetable:</b>	
<b>Charges for Implementation:</b>	

(including a schedule of payments)	
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>Authorized by the Bidder</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	

Change Control Note	CCN Number :
<b>Part C: HPPA to Proceed</b>	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
<b>Approved</b>	
<b>Rejected</b>	
<b>Requires Further Information</b> (as follows, or as Attachment 1 etc.)	
<b>For HPPA and its nominated Agencies</b>	<b>For IMPLEMENTATION AGENCY</b>
Signature	Signature
Name	Name
Title	Title
Date	Date

**Annexure: Form of Agreement**

THIS Agreement made the ..... date of.....2021, between..... (hereinafter..... referred to as the “IMPLEMENTATION AGENCY”) of the one part and Haryana Parivar Pehchan Authority (hereinafter called the “HPPA”) of the other part.

WHEREAS IMPLEMENTATION AGENCY has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and is about to perform services as specified in this RFP .....(hereinafter called “works” ) mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by ..... on behalf of the .....

IMPLEMENTATION AGENCY and Haryana Parivar Pehchan Authority (the HPPA) on behalf of the HPPA and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression “Contract” whenever herein used.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

- a. The HPPA has accepted the tender of IMPLEMENTATION AGENCY for the provision and execution of the said works for the sum of .....upon the terms laid out in this RFP.
- b. IMPLEMENTATION AGENCY hereby agrees to provide Services to HPPA, conforming to the specified Service Levels and conditions mentioned
- c. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

<b>Complete Request for Proposal (RFP) Document</b>	<i>RFP and corrigendum and addendum, if any</i>
<b>Break-up of cost components</b>	<i>Bidder's Commercial bid</i>
<b>The HPPA's Letter of Intent dated &lt;&lt;&gt;&gt;</b>	<i>To be issued later by the HPPA</i>
<b>IMPLEMENTATION AGENCY's Letter of acceptance dated &lt;&lt;&gt;&gt;</b>	<i>To be issued later by the IMPLEMENTATION AGENCY</i>
<b>Bid submitted by IMPLEMENTATION AGENCY as per file No. &lt;&lt;&gt;&gt;</b>	<i>Bidder's Technical bid</i>

d. The mutual rights and obligations of the “HPPA” and IMPLEMENTATION AGENCY shall be as set forth in the Agreement, in particular:

- IMPLEMENTATION AGENCY shall carry out and complete the Services in accordance with the provisions of the Agreement; and
- the “HPPA” shall make payments to IMPLEMENTATION AGENCY in accordance with the provisions of the Agreement.

**NOW THESE PRESENTS WITNESS** and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to IMPLEMENTATION AGENCY by the HPPA as hereinafter mentioned, IMPLEMENTATION AGENCY shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

**AND** in consideration of services and milestones, the HPPA shall pay to IMPLEMENTATION AGENCY the said sum of .....or such other sums as may become payable to IMPLEMENTATION



AGENCY under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date :

Place :

**in the presence of :**

Signed

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date :

Place :

Signed

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date :

Place :

**in the presence of :**

Signed

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date :

Place :