



## **Digital India Corporation**

**(Ministry of Electronics & Information Technology)**

**Electronics Niketan Annexe,**

**6 CGO Complex**

**Lodhi Road New Delhi-110003**

# **Empanelment of MSP for Contact Centre Solution**

## 1. INTRODUCTION

Digital India Corporation (hereafter referred to as DIC) is a not for profit organization set up by the Ministry of Electronics and Information Technology (MeitY), Govt. of India, under Section 8 of Companies Act 2013. Digital India Corporation (DIC) leads and guides in realizing the vision, objectives and goals of the Digital India program. It provides strategic support to Ministries/Departments of Centre/States for carrying forward the mission of Digital India by way of Capacity Building for e-Governance projects, promoting best practices, encouraging Public-Private Partnerships (PPP), nurturing innovation and technology in various domains.

## 2. Objectives

DIC intends to empanel reputed MSPs for cloud based contact center solution Providers for various IVRS projects in DIC and its Division. DIC reserves the right to empanel more agencies at any future time as per the future requirements. The empaneled MSP would be responsible for development, implementation and maintenance of the contact center solution for the stipulated period as per the requirements.

## 3. CONTRACT DURATION AND TERMINATION

Initial contract period of the services will be 3 years which can be further extended on satisfactory services for further 3 years. Notwithstanding with the validity, either initial, extended or expired, It will be deemed operative and will remain in-force until the completion of the projects/tasks/work, assigned by DIC and the agency should ensure availability until completion of the work at hand.

**Termination:** DIC may terminate this agreement, by issuing a written termination notice of period 90 (Ninety) days to the empaneled bidder, after the occurrence of any of the events specified below:

- a) The empaneled vendor becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- b) The empaneled bidder fails to comply with any final decision reached as a result of arbitration proceedings
- c) The empaneled bidder submits to DIC a statement that has a material effect on the rights, obligations, or interests of DIC and which the empaneled bidder knows to be false;

- d) Any document, information, data or statement submitted by the empaneled bidder in its Proposals, based on which the empaneled bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- e) DIC in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 4. Pre-Qualifications (PQ) Criteria:

**The bidder must comply with the minimum eligibility criteria stipulated below on its own and no consortium will be allowed to meet the PQ and submit the documents as specified.**

**Pre-Qualification Criteria:** Bidders who meet the minimum eligibility criteria as mentioned in Table 1: PQ Criteria will be eligible for Technical Evaluation. The bidder must comply with the minimum eligibility criteria stipulated below.

**Table 1: Pre- Qualification Criteria**

S. No	Pre-Qualification Criteria	Compliance (Yes/No)	Documentary Evidence
1.	The bidder must be a legal entity registered under appropriate Law/Act. The incorporation certificate as applicable must be submitted.  The bidder should be registered as a company in India as per Company Act 1956/2013 or a partnership firm registered under LLP act,2008		Registration Document
2.	The bidder must have their registered and local technical support office in India.		Self-Declaration with supporting document on local address in India
3.	The bidder should not be a blacklisted firm/company in any Govt. department/Banks/PSU/other institution in India due to unsatisfactory performance, breach of general or specific instructions,		Self-Declaration

	corrupt or fraudulent or any other unethical business practices.		
4.	The bidder should have an experience of a minimum 4 years supporting IVRS/Cloud telephony Technology in India		Copy of Work Order
5.	The bidder should have served at least Live unique 500 active enterprises/Services specifically for <b>services to ascertain</b> stability and scalability of the services.		Self-Declaration
6.	The bidder should have Avg. Rs. 10 Crore revenue in each of last three year from Contact Centre solution as a service/ hosted IVRS (FY 2018-19, FY 19-20, FY 20-21 or FY 2019-20, FY20-21, FY 21-22)  <b>For MSME</b> The bidder should have Avg. Rs. 5 Crore revenue in each of last three year from Contact Centre solution as a service/ hosted IVRS (FY 2018-19, FY 19-20, FY 20-21 or FY 2019-20, FY20-21, FY 21-22)		Copies of annual report

## 5. EOI Submission Process:

- a. Raising of queries/clarifications on Request for EOI document: The Bidders requiring any clarification on this document should submit their written queries to email id: **anshul@digitalindia.gov.in** before Date **2 Dec 2022 by 6 PM**. DIC would not be responsible for any delay in responding the queries.
- b. Modification in Request for EOI document: At any time prior to the deadline for submission of EOIs, DIC may modify any part of this document. Such change(s) if any may be in the form of an addendum /corrigendum and will be uploaded on DIC website <https://dic.gov.in>. All such changes will automatically become part of this EOI and will be binding on all Bidders. Interested Bidders are advised to regularly refer to the DIC website referred above for any updates.

- c. Request for extension of date for submission of EOIs will not be entertained. However, to give prospective Bidders reasonable time to take the amendment into account in preparing their EOIs, DIC may, at its discretion, extend the last date for the receipt of EOIs. No EOI may be modified subsequent to the last date for receipt of EOIs. No EOI may be withdrawn in the interval between the last date for receipt of EOIs and the expiry of the EOI validity period specified by the Bidder.
- d. Bidders are advised to study the EOI Document carefully. Submission of the EOI will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the EOI document with a full understanding of its implications. EOIs not complying with all the given clauses in this EOI document are liable to be rejected. Failure to furnish all information required in the EOI Document or submission of an EOI not substantially responsive to the EOI document in all respects will be at the bidder's risk and may result in the rejection of the EOI.
- e. EOI as per the format provided in Annexure-II on the company letter head and details as per the format provided in Annexure-III and Annexure-IV should be submitted along with proof of documents.
- f. If the space in the Proforma is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets may be used for each part. Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the EOI initial(s) them.
- g. Submission of EOIs: Detailed EOI has to be submitted through the online mode through CPP Portal on or before **14 Dec 2022** at 18:00 Hrs. No extension on the specified submission schedule will be entertained.
- h. DIC may ask Bidders for clarifications or additional documents/ credentials at its discretion.
- i. Opening of EOI– DIC will inform the EOI opening session through email to all the pre-qualified agencies over VC link. Where one representative from the Bidders, who have successfully submitted the EOI, can participate. One representative from each Bidder can remain present during the EOIs opening process. The EOIs will then be passed on to a duly constituted Tender Evaluation Committee (TEC)

## 6. EVALUATION OF EOI:

1. The response to EOIs received by the designated date and time will be examined by DIC to determine if they meet the terms and conditions mentioned in this document including its subsequent amendment(s) if any and whether responses to EOI are complete in all respects.
2. On scrutiny, the response to EOIs found NOT in the desired format/illegible/ Incomplete/not containing clear information, will be rejected for the further evaluation process.
3. If deemed necessary, DIC may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within 3 days. Response received beyond 3 days, if any, may not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. DIC will also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.

## 6.1 Technical Evaluation

1. The technical evaluation will be done based on the technical evaluation parameter at Table-2
2. Bidder to Provide the Technical Compliances (Yes/No) along with Documentary evidence in the Technical Proposal. Refer Table 3: Technical Compliances
3. All the Technical Compliances as mentioned in Table 3: Technical Compliances mandatory and failure to comply with any of the compliance will lead to disqualification from the Technical evaluation process
4. Bidders who are technically qualified will be eligible for empanelment

**Table 2: Technical Evaluation**

		Maximum Marks
1	<p><b>Average Annual turnover in last three year from Contact Centre solution as a service/ hosted IVRS (FY 2018-19,FY 19-20, FY 20-21 or FY 2019-20,FY20-21,FY 21-22)</b></p> <p><b>a. 10 crore-15 crores – 10 Marks</b></p> <p><b>b. 16 crore-20 crores – 12 Marks</b></p> <p><b>c. 21 crore and above – 15 Marks</b></p> <p><b>For MSME</b></p> <p><b>a. 5 crore-10 crores – 10 Marks</b></p> <p><b>b. 11 crore-15 crores – 12 Marks</b></p>	<b>15</b>

	<b>c. 15 crore and above – 15 Marks</b>	
2	<b>Registration Certificate from Registrar of Firms / Company</b> <ul style="list-style-type: none"> <li>● Proprietorship (01 marks)</li> <li>● Partnership(2 marks)</li> <li>● LLP (Limited Liability company (3 Marks)</li> <li>● Pvt. Ltd. Co.(4 marks)</li> <li>● Ltd. Company (Public) (5 marks)</li> </ul>	<b>5</b>
3	<b>Number of IVRS/Cloud Telephony/ Contact Centre Projects executed in the last 3 years (Work Order to be submitted):</b> No. of Projects with Minimum Value of 10 Lakhs (Furnish the details in the attached format at Table 5) <ul style="list-style-type: none"> <li>a. 1-5 Projects -5 Marks</li> <li>b. 5-10 Projects -10 Marks</li> <li>c. &gt;10 Projects-15 Marks</li> </ul>	<b>15</b>
3	<b>Total number of unique callers handled on IVR/ cloud telephony/ Contact Centre services (Self Certified) on a single day(Submit Bills from Telecom Operator)</b> <ul style="list-style-type: none"> <li>a. 50000 to 100000 unique customers – 5 Marks</li> <li>b. &gt;100000 and &lt;=200000 Unique Customers- 7 Marks</li> <li>c. &gt;200000 Unique Customers- 10 Marks</li> </ul>	<b>10</b>
4	Years in Business in India as a technology service provider, as on closing date of EoI <ul style="list-style-type: none"> <li>● 3 years or more but less than 5 years –3 marks</li> <li>● 5 years or more – 5 marks</li> </ul> <b>Evidence: Supporting documents as mentioned in the Pre-Qualification</b>	<b>5</b>
5	<b>Technical Presentation (Document Should be submitted along with technical proposal)</b> Experience in handling large (National Level) Government/Private sector Projects- Presentation – <b>20 Marks</b>	

Architecture and overall solution- <b>Focused on scalability and no dependency on any proprietary hardware – 10 Marks</b>	<b>50</b>
Technical Demonstration Refer: Table3: Technical Compliance and Technical Demonstration Points marked in Technical Demo need to be demonstrated in the Technical Presentation - <b>20 Marks</b>	
<b>Total</b>	<b>100</b>

## 6.2 Technical Compliances

**Bidder to submit the Technical Compliances as part of Technical Proposal and demonstrate the features as part of Technical Demonstration/**

- Bidder to provide the following Compliances in the Technical Proposal. All the Compliances are mandatory and failure to comply with any of the compliance will lead to disqualification from the Technical evaluation process
- Bidders who are Technically qualified will be eligible for empanelment
- Bidder to also demonstrate all the features in the Technical Presentation. **Contact Centre Solution Services as mentioned below:**

**Table3: Technical Compliance and Technical Demonstration**

**Note: Technical Demo needs to be demonstrated in the Technical Presentation**

Sr. No	Contact Centre Solution Requirements		Documentary Evidence
	Requirement Specifications	Compliance & Remarks(Y/N)	<Attach relevant documents>
1.	Provide Support in mapping new and existing toll-free number		Technical Demo to be provided
2.	Configuration of IVRS call flows as per the requirement and modify as per the requirement		Technical Demo to be provided



3.	Configuration of Call flow of IVRS for multiple projects, Multiple Indian language/dialect as per the requirement		Technical Demo to be provided
4.	Have facility to create multiple accounts with separate reports. Individual users would have the same credentials to access multiple accounts.		Technical Demo to be provided
5.	Provide GUI to manage the IVRS menu options, Add and delete users, Add and delete departments,		Technical Demo to be provided
6.	Integration and Configuration of API as per the IVRS call flow defined for all services as per the need of the projects namely:		Technical Demo to be provided
7.	Support Click to call services and can be configured as per the requirement based on the requirement of project. Should also support outgoing calling through mobile dialer app to call directly from mobile phone/Landline and build all analytics on such call to give seamless mobile experience in outgoing call and building all analytics regarding the user to assist their work during remote working scenario.		Technical Demo to be provided
8.	Provide Cumulative and segregated dashboard for reporting which can be configured to customize the GUI reports (Weekly, Monthly, Quarterly, and Yearly)		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
9.	Email notification of daily reports		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
10.	Time-based routing, Contact Based routing, Language / domain based routing, Call Transfer, Call Conferencing		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)

11.	Dedicated Dashboard with analytics and call logs		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
12.	<ul style="list-style-type: none"> <li>• Complete contact center solution including</li> <li>• Agent and supervisor console</li> <li>• Routing basis agent status availability, skills, time of day</li> <li>• In call abilities like call hold, call transfer, mute</li> <li>• Autodialer –Progressive</li> </ul>		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
13.	Missed call solution – Scale concurrency on demand		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
14.	OBD blaster via UI, APIs and FTP. Campaign level reporting on UI		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
15.	Text to Speech-Hindi, English		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
16.	<ul style="list-style-type: none"> <li>• SMS GUI for campaign creation and campaign specific reporting</li> <li>• Detailed analytics at campaign level reporting</li> </ul>		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
17.	<ul style="list-style-type: none"> <li>• Role based access</li> <li>• To Customize new roles as per requirement on the fly Manage and create new accounts from UI</li> <li>• To Customize permission for role at feature level</li> <li>• Activity logs to check history of actions performed by each user</li> </ul>		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
18.	Backup and restoration policy and mechanism		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)

19.	PRI Redundancy		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
20.	Call Dashboard		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
21.	Call Analytics		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
22.	Call & SMS Reports		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
23.	Call Recordings		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
24.	Virtual Number facility		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
25.	Toll Free Number facility		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
26.	Multiple Operator Backups		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
27.	Voice APIs		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
28.	SMS APIs		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
29.	Campaign APIs		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
30.	CRM Integration APIs		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
31.	Follow up module: Auto follow up task addition rules-based system to let agents follow up with missed calls or even connected calls.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
32.	Accessibility of multiple accounts with same login credentials and switching from one account to another without logging multiple times.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)

33.	Having facility to fetch the information on API from the customer data base and informing the same to the caller on a real time basis.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
34.	Mobile dialer app to support outgoing calls through a centralized number to ensure all calls are getting tracked and analytics are being built and giving employees seamless mobile experience while working from home		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
35.	Live call transfer feature to transfer calls from one state to another.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
36.	Multi-tenant architecture so that it is scalable immediately to other functions as well.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
37.	Have facility to integrate with existing Chatbot		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
38.	Support for Chatbot and Whatsapp integration		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
39.	Voice with AI and ML support		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
40.	Automated outbound call dialer on dashboard and with APIs		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
41.	Facility for Reports to be downloaded from dashboard		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
42.	Call handling functionality such as hold, mute, conference, transfer and hang-up, call barging facility, call queue waiting (with caller number & estimate time of connecting) should be available on CRM. Agents should also be able to forward the calls / call conferencing with other agents using their extension numbers.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)

43.	Customization of CRM popup screen, if any with integration to CRM of Developed by DIC. Facility for agent to receive, Hang-up and dispose the call with various options on DIC CRM along with the profile of the caller (from DIC CRM).		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
44.	CRM integration with Web app and Mobile app (Using API or other techniques). API's for the call flow would be provided by the vendor (including click to call / CRM integration of soft phone etc).		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
45.	Facility to listen 'live calls' without the agent or caller knowing for quality monitoring purpose.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
46.	Real-time reporting dashboard to monitor call center metrics in real-time.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
47.	Reporting Module - Historical reporting displays call center metrics from any defined time point in the past it may include various reporting features such as hourly, daily, weekly, monthly, live calls, agent who disconnect call, actual time of call and real time on IVRS, queue report, utilization of channels usage, missed call, call forwarded to another agent, call conferenced, call dropped and annual statistics for detailed long-term analysis, campaign wise report, agent wise report (call picked, disconnected, missed), report on listened best practice by the user, recorded best practice by the user per lab, Peak hours, etc.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
48.	Omni channel Services for channels like voice, WhatsApp, chat		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)

49.	Auto assignment of call drop to the relevant agents.		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
50.	Setup advertisement(if required) at the time of call hold by callers (voice files to be provided by DIC)		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
51.	Surveys, feedback and poll using voice channel		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
52.	Tele-Marketing–Outbound Calls		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
53.	Alert/Message if System is down		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)
54.	Provision to set the ‘call receiving time’ for agents as per their availability / Leave management of agents		<b>Attach Snapshots of the dashboard</b> (Technical Demo to be provided)

## 7. Stages of Empanelment & Evaluation Criteria for Bidder

### Stage 1: Pre-Qualification

- Each of the condition for CSP-compliance and bidder Pre- Qualification condition are MANDATORY. In case both proposed CSP and Bidder does not meet any one of the condition, the bidder will be disqualified.
- Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria.

### Stage 2: Technical Evaluation

- Technical Evaluation will be done only for the bidders who succeed in Stage 1.
- The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework.
- Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a Technical score of **70 or more marks** will qualify for empanelment.

### **Stage3: Empanelment Order**

1. All agencies, who qualified for the empanelment will be awarded the empanelment letter by DIC.
2. The agency has to submit the PBG as per the criteria.

### **Stage4: Future Scope**

1. All future jobs/ work/project will be awarded through RFQ/RFP to the empanelment agencies
2. The selection process would be **L1 or** Quality and Cost based selection (QCBS) as per the requirement of the project.
3. Bidder shall have to qualify as per qualification criteria of RFP/RFQ document for the respective jobs/ scope of work.
4. Bidder shall submit the required supporting documents relevant to qualification criteria for technical evaluation of the bid as per the RFQ.

## **8. Technical Proposal:**

Bidder to submit Technical Proposal along with Technical Compliance documents mentioned above. Bidder will be responsible for development of Contact center solution for DIC. Some of the features of the developed contact center solution are:

- a. Contact Centre solution to be developed as Platform as a service so that as an when required the solution can be consumed by other departments via DIC
- b. It will be completely managed services (software/hardware/telecom lines)
- c. Infrastructure to be managed by the service provider only
- d. ISP and other telecom lines to be managed by the service provider only
- e. All Support during O&M phase will be taken care by service provider. This will be covered under O&M Support cost.
- f. Services may need to be deployed over the cloud servers on DIC cloud as per the requirement
- g. Failover mechanism also required so that one service can be migrated to the other location as well

## **9. Service Level Agreement (SLA):**

- a. The service provider to provide details of contact person/s of escalation team at various level and assign a nodal contact person.

- b. Monthly SLA shall be calculated for the services provided. The SLA shall be prepared based on the ticket generated on the logging of complaints with the bidder on any of the provided contact points, i.e. email, phone.
- c. In case of non-adherence to SLAs, Vendor has to issue Service Credits as mentioned in the Service Credits table below
- d. Backup: Vendor should have backup operator/service to avoid down time for redundancy
- e. Network & Platform Uptimes: Bidder to ensure:
  - a. Total uptime (Platform + Network) >99.5% Receive calls made to a TFN Number (hereinafter referred to as “Inbound Calls”) 99.5% (Ninety-Nine-point Five percent) of the time in the given calendar month;
  - b. Make “Outbound Calls” 99.5% (Ninety-Nine-point Five percent) of the time in the given calendar month;
  - c. Send outbound SMSs using SMS API 99.95% (Ninety-Nine-point Nine Five percent) of the time in the given calendar month.
- f. Support Service SLA: Bidder will respond to the query basis the severity of the issue faced (hereinafter referred to as “Level of Severity”) set out in Table A and typically resolve it within the time frames set out in Table B below:

TABLE A		
Severity Level	Label	Description
1	Fatal	Errors that prevent useful work from being completed such as successful calling, server inaccessibility, and operator downtimes, and application-based errors.
2	Severe	Errors that keep major functions from being performed, but work around is available. e.g. access to the server is slow, server accepts requests but is not responding within acceptable time duration, time delay in response for call, etc.
3	Minimal	Errors that are generally non-disabling or cosmetic.
4	Other	Errors or requests related to business operations such as reconciliations, logs etc.

TABLE B		
Level of Severity	Acknowledgment Time	Response Time



Severity 1	30 minutes	1 Hour
Severity 2	30 minutes	3 Hours
Severity 3	30 minutes	8 Hours
Severity 4	30 minutes	24 Hours

g. Service Credits:

Service	Monthly Uptime Percentage	Service Credit
Outbound Calls	Less than 80%	10%
Outbound Calls	Between 80 and 95%	7%
Outbound Calls	Between 95 and 99.5%	5%

Service	Monthly Uptime Percentage	Service Credit
Inbound Calls	Less than 80%	10%
Inbound Calls	Between 80 and 95%	7%
Inbound Calls	Between 95 and 99.5%	5%

Service	Monthly Uptime Percentage	Service Credit
Outbound SMS	Less than 80%	10%
Outbound SMS	Between 80 and 95%	7%
Outbound SMS	Between 95 and 99.95%	5%

**10. Confidential Information:**

The vendor shall hold in confidence all business and technical information concerning the business and research plans or activities of DIC and its affiliate which is made available to them or which they may come to know during the execution of service with DIC

**11. Use of confidentiality:**

The vendor shall not, without the prior written approval of DIC as appropriate, use the confidential information which contractor is required to keep confidential for any purpose other than the performance of service under an order.

## 12. Performance Bank Guarantee (PBG)

- Shortlisted Bidders shall have to submit a Performance Bank Guarantee (PBG) of amount Rs. 10,00,000 only (Rupees Ten Lakh Only) (In case of MSME the PBG Amount will be Rs. 5,00,000 Only (Rupees Five Lakh Only)\*MSME agency has to submit the valid MSME certificate) in the form of DD/Banker's Cheque, FDR or Bank Guarantee issued by any Commercial bank in favor of 'Digital India Corporation' payable at Delhi within 15 days of award of empanelment letter/Letter of Intent (LOI). PBG should be valid for a period of 36+2 months if extended from the last date of issue of empanelment letter. PBG in any other form will not be accepted. Bank Guarantee to be provided against this tender should be issued by a commercial bank. The PBG may be forfeited:
  - If the agency fails to perform the awarded job.
  - If found involved in some illegal activities leading to blacklisting of the firm or any of the directors.
  - Any information given is found wrong, leading to the cancellation of his offer/bid including any information/ security breach by the deployed resource.
  - The PBG should be furnished before signing of the contract, within 15 days from the issue of Work
  - DIC may forfeit the PBG for any failure on part of the successful Bidder to complete its obligations under the Agreement.

## 13. Terms and Conditions:

DIC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by DIC. The bidder's participation in this process may result in DIC selecting the bidder to engage in further discussions and negotiations (financial or otherwise) towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DIC to execute a contract or to continue negotiations.

### a. Termination of Contract

If there are significant and consistent performance and delivery issues, which will translate into Material Breach, then DIC may serve a 60-days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, DIC will have the option to terminate the Contract/ Agreement with one month's notice.

### b. Validity of Proposal

The proposals shall be valid for a period of six (06) months from the date of opening of the proposals. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, DIC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing

Unless expressly indicated in this tender, bidder shall not include any technical information regarding the services in the financial proposal. Additional information directly relevant to the scope of services provided in the tender may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. The financial Proposal should not comprise of any direct/ indirect conditions. It is required that all the financial proposals submitted against the tender should be unconditional. If the financial proposal contains conditions DIC may consider rejecting such proposals.

### **c. Language of Proposals**

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of DIC and will not be returned.

### **d. Conditions under which this tender is issued**

- This tender is not an offer and is issued with no commitment. DIC, reserves the right to withdraw the tender and change or vary any part thereof at any stage. DIC, also reserves the right to disqualify any bidder should it be so necessary at any stage. Timing and sequence of events resulting from this tender shall ultimately be determined by DIC.
- No oral conversations or agreements with any official, agent, or employee of DIC, shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of DIC, shall be superseded by the definitive agreement that results from this tender process. Oral communications by DIC, to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than DIC.
- Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against DIC or any of their respective officials, agents, or employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

### **e. Rights to the Content of the Proposal**

DIC is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. DIC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

#### **f. Modification and Withdrawal of Proposals**

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

#### **g. Non-Conforming Proposals**

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

If it does not comply with the requirements of this tender. Failure to comply with the requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming

If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this tender or do not appear to address the requirements of the proposed solution, and any such bidders may also be disqualified

#### **h. Disqualification**

- The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:
- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices
- The bidder qualifies the proposal with its own conditions
- Proposal is received in incomplete form
- Proposal is received after due date and time at the designated venue
- Proposal is not accompanied by all the requisite documents
- If bidder provides quotation only for a part of the project
- Information submitted for Eligibility and/or in Technical Proposal 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
- Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process

- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately
- Bidder fails to deposit the Performance Security or fails to enter into a contract within 60 working days of the date of notice of award of contract or within such extended period, as may be specified by DIC. Bidders may specifically note that while evaluating the proposals, if it comes to DIC's knowledge expressly or implied, that some bidders may have colluded in any manner, whatsoever, or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by DIC

#### **i. Evaluation Committee**

- DIC will constitute an Evaluation Committee to evaluate the responses of the Bidders
- The Evaluation Committee constituted by DIC shall evaluate the responses to the tender and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, within the stipulated time may lead to rejection of the bid.
- The decision of DIC in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- DIC reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this tender.

#### **j. Award of Contract**

**Award Criteria-** DIC will award the work as per the project requirement through RFQ (Request for Quote). The empaneled bidders will be given chance to participate in the RFQ and L1 bidder in RFQ will be awarded the work of order of the specific work.

**Right to Accept Any Proposal and To Reject Any or All Proposal(s)-** DIC reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DIC action.

**Notification of Award**-Prior to the expiration of the validity period of this tender, DIC will notify the successful bidder in writing or by fax or by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, DIC, may like to request the bidders to extend the validity period of the bid.

**Acceptance Letter** - DIC will require the empaneled vendor to provide an acceptance letter and a PBG, for a value equivalent to 5 Lakhs, within **15 days** from the issue of Empanelment Order. Only Vendors who have submitted the PBG, will be given the chance to participate in the RFQ. The Performance Guarantee should be valid for 42 months from the date of issue. In case the empaneled bidder fails to submit the acceptance letter and PBG within the time stipulated, DIC at its discretion may decide to cancel the order without giving any reason. The PBG shall contain a claim period of six months from the last date of validity. DIC shall invoke the performance Bank guarantee in case the empaneled bidder fails to discharge their obligations as per the terms & conditions of the work order/contract. The format of Performance Bank Guarantee is attached as **Annexure II**.

**Fraud and Corrupt Practices**- DIC requires that Bidders participating under this tender Document must observe the highest standards of ethics during the procurement process. In pursuance of this policy, DIC: Defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of DIC or any personnel of Bidders participating in this tender.
- "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to DIC, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive DIC of the benefits of free and open competition;
- "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the tender and/ or execution of the contract.
- Will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined by DIC to have been engaged in corrupt, fraudulent or coercive practices.
- Will declare a firm or any of its partner organizations ineligible, either indefinitely or for a stated period of time, for participating in future tenders and/or awarding the contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for the tender.
- DIC reserves the right to contact the reference clients to ascertain the submission made by the bidders, during the evaluation process.

#### **k. Empanelment Terms:**

- a. Submission of an EOI is evidence of a Bidder's consent to comply with the terms and conditions of the Request for EOI process and subsequent bidding process. If a Bidder fails to comply with any of the terms, its bid may be summarily rejected.
- b. The willful misrepresentation of any fact in the EOI will lead to the disqualification of the Bidder without prejudice to other actions that DIC may take. The EOI and the accompanying documents will become the property of DIC. The Bidders shall be deemed to license, and grant all rights to DIC, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for EOI process.
- c. DIC reserves the right to accept or reject any or all responses received against the EOI received without assigning any reason therefore whatsoever and DIC's decision in this regard will be final.
- d. DIC reserves the right to inspect the facilities of the bidder at any time during the evaluation stage to verify the genuineness and to ensure conformity with the proposal submitted.
- e. The bidder is required to submit its full profile giving details about the organization, experience, technical personnel in the organization, competence and adequate evidence of its financial standing etc. in the enclosed form which will be kept confidential
- f. No contractual obligation whatsoever shall arise from the EOI process.
- g. Any effort on the part of Bidder to influence the evaluation process may result in the rejection of the EOI.
- h. DIC is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
- i. DIC reserves the right to verify the validity of the information provided in the EOIs and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI.
- j. Bidders shall be deemed to have:
  - a. Examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
  - b. Examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
  - c. Satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the Bidder shall notify DIC in writing on or before the end date/time.

- k. The bidder shall bear all costs associated with submission of EOI, presentation/ POC desired by DIC. DIC will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- l. Bidders must advise DIC immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advice.
- m. Shortlisted Bidders must not advertise/publicize in any form (without prior written permission from DIC) about their unit having been shortlisted by DIC.
- n. The detailed scope of work will be included in the Request for Proposal (RFP) document which shall be issued to all the qualified bidders. Technical evaluation of the submitted bids with respect to the RFP will then be evaluated.
- o. All necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture/design, Test Cases documentation for CIT/SIT/UAT, Deployment guide on infrastructure servers, and Release notes) must also be delivered for any change.
- p. DIC shall give an indicated price of each resource beforehand to provide the resource in the specified budget only
- q. The software development will be carried out as per the best practices followed worldwide.
- r. The bidder should be agreeable to provide to DIC all necessary functional and technical documentation required by DIC from time to time.
- s. The bidder is in agreement with DIC to execute the contract, Non-Disclosure Agreement (NDA) and Integrity Pact as per the format of DIC. The contract format along with NDA and integrity pact will be shared with eligible Bidders.
- t. DIC may re-visit any of the conditions of this EOI, before the deadline for submission.
- u. Conflict of Interest: An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project ("Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- v. DIC shall have the right to change the terms & conditions/ cancel the tendering process at any time, without thereby incurring any liabilities to the affected Bidders. Reasons for changing the terms & conditions/cancellation, as determined by DIC in its sole discretion include but are not limited to, the following:
  - a. Services contemplated are no longer required



- b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
- c. The project is not in the best interest of DIC
- d. Any other reason

## Annexure I – Certificate/Undertaking from Supplier

*<Bidder Company Letterhead>*

To,  
Chief Technology officer  
Digital India Corporation  
Electronics Niketan Annexe  
6 CGO Complex, New Delhi-110003

Ref: Tender / Enquiry No xx dt xx

We have read the clause mentioned in Office Memorandum No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and Order (Public Procurement No. 1) No.F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, We certify that,

We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

OR

We are registered with the competent authority as mentioned in said OM. The copy of registration No.xxx dt.xxx is enclosed.

For (Name of Bidder) Authorised Signatory (Name & Signature)

(Company's Seal)

Date

## Annexure II – Performance Bank Guarantee

To,

Chief Technology officer

Digital India Corporation

Ref: Request for Proposal (RFP): <Insert Name of the RFP-Reference GeM Tender Number >

Dear Sir,

Sub: PERFORMANCE BANK GUARANTEE for DIC, Government of India

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Hereinafter, referred to as “Contract”) with you (DIC).

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 6 months have elapsed after the completion of the project, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project for the total solution as per said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against DIC,

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR XXX (Rupees XXX only) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed amount **INR XXX (Rupees XXX only)**

This Performance Bank Guarantee shall hold good till 6 months have elapsed after the completion of the project; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date) i.e. completion of period for the proposed project.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day **2022.**

Yours faithfully,

For and on behalf of the .....

Bank,

(Signature) Designation (Address of the Bank) Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

## Annexure III - Proforma for not being Blacklisted

*<Bidder Company Letterhead>*

*<Place>*

*<Date>*

To,  
Chief Technology officer  
Digital India Corporation  
Electronics Niketan Annexe  
6 CGO Complex, New Delhi-110003

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other autonomous organization of Central or State Government as on bid submission date.

It is hereby confirmed that 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.

*<Signature of authorized signatory>*

*<Name and Title of the Authorised Signatory>*

On behalf of

*<Bidder – Name of the Company/ Agency>*

*<Address>*

*<Seal/ Stamp of Bidder>*

**Annexure IV - Format for submission of project document**

The supporting document must be submitted along with the technical proposal, the indexing and scope must be defined as per the table 4.

**Table 4: Format of Table for project document submission  
(To be submitted along with technical proposal)**

S. No	Name of Project	Scope	Start date	End Date	Page Number.

\*\*\*\*\*End of the Document\*\*\*\*\*