



कर्मचारी राज्य बीमा निगम

(श्रम और रोजगार मंत्रालय, भारत सरकार)

EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Government of India)



सत्यमेव जयते

पंचदीप भवन, सी.आई.जी. मार्ग, नई दिल्ली-110002

PANCHDEEP BHAWAN, C.I.G. MARG, NEW DELHI-110002

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I-15011/3/2023-ICT

Dated: 06/09/2024

Notice Inviting Bids

**Subject: Publication of bid– Procurement of AI based Chatbot:
GEM/2024/B/5242887**

ESIC has published a notice inviting the bids for the procurement of AI Based Chatbot, vide GeM bid: GEM/2024/B/5242887.

It informed that further updates, i.e. Notices/Corrigendum/Modifications/Addendum etc. with respect to the above referred GeM bid shall be published on the GeM portal only. All the prospective bidders/stakeholders are requested to regularly refer to the GeM portal for Notices/Corrigendum/Modifications/Addendum etc. (if any) with respect to the above bid.

Enclosed: The bid document: GEM/2024/B/5242887

(Jiv Nath Jha)

Assistant Director (ICT)

ESIC Headquarters

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-10-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-10-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Employees State Insurance Corporation (esic)
Office Name/कार्यालय का नाम	Headquarters
Item Category/मद केटेगरी	Custom Bid for Services - AI based Chatbot
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	20000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	600000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Chief Medical Officer
Headquarters, NA, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment
(Amit Kumar)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1722923294.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1722923297.pdf](#)

Instruction To Bidder:[1722923300.pdf](#)

Scope of Work:[1722923302.pdf](#)

Payment Terms:[1722923312.pdf](#)

Penalties:[1722923322.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1722923330.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1722923341.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1722923350.pdf](#)

GEM Availability Report (GAR):[1722923358.pdf](#)

Buyer's Competent Authority Approval:[1722923367.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1722923379.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1722923393.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1722923415.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per the RFP document	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
11-09-2024 10:00:00	5th floor Conference Room ESIC Hqrs Panchdeep Bhawan CIG Marg New Delhi 110002

Custom Bid For Services - AI Based Chatbot (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AI based Chatbot
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Dr. Dheeraj Kumar Khanagwal	110002, ESIC Hqrs Extension, Express Building, Ground Floor, BSZ Marg, New Delhi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

- Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The terms of the RFP document attached in the bid will supersede the terms and conditions of the GeM, in case of any variation.

2. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Request for Proposal

for

**Selection & Appointment of
Vendor for
Conversational AI Platform**

Employees' State Insurance Corporation



FACT SHEET

Name of Organization	ESIC
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/Empanelment/Sell)	Service
Tender Reference Number	-
Date of Issue/Publishing	As per the tender schedule in GeM portal
Document Download/Sale Start Date	As per the tender schedule in GeM portal
Document Download/Sale End Date	As per the tender schedule in GeM portal
Last Date and Time for Uploading of Bids	As per the tender schedule in GeM portal
Date and Time of Opening of Technical Bids	As per the tender schedule in GeM portal
Date and Time of Opening of Financial Bids	As per the tender schedule in GeM portal
Tender Fee	NIL
Packets/Folders	Two Packet Bid (Details as per Annexure 7 in this tender document)
Bid Validity days	180 days
Location	DELHI
Address for Communication	ESIC Headquarter, Panchdeep Bhawan, CIG Marg, New Delhi 110002

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1. Introduction

Employees' State Insurance Corporation (ESIC), an autonomous organization under Ministry of Labour and Employment, Government of India, [is the largest Social Security Service providing organizations](#) of the country. It came into existence through an Act of Parliament - The ESI Act, 1948. During its 70 years of existence, the Social Security Scheme has grown consistently and expanded to statutorily cover establishments and workers of many districts through its 2400 offices, hospitals, dispensaries. It has also emerged as one of the strongest healthcare providers in the country through the participation of the States and the Union Territories as per the mandate of the scheme, known as the ESI Scheme, who govern and operate these health institutions through their respective dedicated & designated administrative machinery and federal structures, funded by the ESIC.

2. Purpose of this Tender Document

This tender document published by ESIC (referred as “User Department” hereafter in the document) is to define terms of reference to identify and select a suitable agency/solution provider (is referred as “Vendor” hereafter in the document) working in the domain of Natural Language Processing (NLP), Artificial Intelligence, Deep Learning, Cognitive Learning, Machine Learning, and other allied fields to provision a solution where information and contents available on the website, databases, documents of ESIC are to be made easily accessible to the users through a Conversational AI Platform in chat and voice modalities with bilingual (English & Hindi) request and response functionality. The Vendor shall be responsible for solution design, development, implementation, enhancement, operations, support & maintenance of the Conversational AI platform and to manage the provisioned services throughout the project tenure.

3. Primary Objective of the Conversational AI Platform

The primary objective is to make the ESIC related information, services, benefits and contents open and accessible to every stakeholder/Insured Person. The Conversational AI Bot (Chat & Voice) on the websites of the ESIC is a step in this direction. The Bot is expected to aid with general information & contents about the ESIC including providing information on Insured Person (IP) benefits related information, various ESIC facilities & services and locations, etc. and making information available on few clicks. The Platform should provide answers to generic queries without login. The Platform should be able to provide person-specific information once the Insured Person has signed on/logged in.

4. Detailed Scope (Scope of work)

The Vendor shall provide the complete Conversational AI Platform as per the scope as defined in this document. The Vendor through this Conversational AI Platform shall provide all software/solution/tools/components/infrastructure (cloud or alternative model cost), etc. required to build, test, train, and manage the Conversational AI Bot. The Conversational AI Bot shall provide the facility of taking inputs from the users in

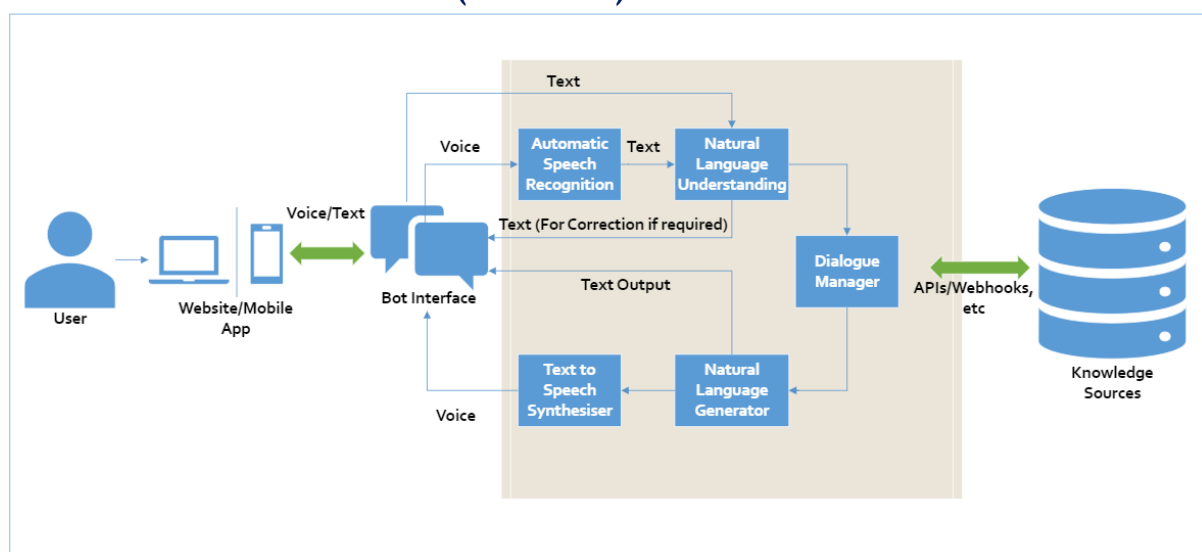
Chat & Voice modalities with bilingual (English & Hindi) request and response functionality. Refer section 4.1 for all desired components and Annexure 9 for indicative distribution of deliverables into different phases. Vendor must submit workplan at the beginning of the project to define the timelines of all deliverables in a phased manner which shall be reviewed and approved by the user department.

4.1. Conversational AI Platform

The Vendor shall provide the Conversational AI Platform with all desired features and capabilities as mentioned in this document to:

- i. **Build** sophisticated, intelligent, and interactive bot (Chat and Voice) capable of carrying out complex queries and produce accurate responses providing seamless experience throughout the entire user journey.
- ii. **Deploy the Bot** over multiple channels (Website & Mobile App-iOS & Android), in English & Hindi languages initially (more languages can be added as per requirement in future) (As per scope in section 4.1.4).
- iii. **Collect** conversational data from user queries & feedbacks and use it to train and personalize the conversational AI Bot as a continuous process. The trained AI model shall be owned by the User Department and may not be used anywhere else without consent of the ESIC.
- iv. **Integrate** with various knowledge sources (Websites, CMS, DB, PDF documents, etc.) as defined in 4.1.2.5, 4.1.2.6 and 4.1.2.7) and fetch relevant information for responding to user queries. The Platform should be able to dynamically update itself with new content as the knowledge sources are updated (e.g. a new memorandum/circular is issued) and provide updated answers based on the latest updated content.
- v. **Provide Platform Analytics Module** to generate reports and leverage the usage data for continuous improvements and **present** the data on a dashboard.

4.1.1 Functional Process Flow (Indicative)



4.1.2. Platform Components

4.1.2.1 Bot Interface

The bot interface shall be designed as per the theme of the ESIC websites and Whatsapp interface.

- i. The bot interface shall be given features to accept voice and text inputs from the user in Hindi & English languages.
- ii. In case of Voice input, the Bot interface shall reflect the text query in the input bar space and the user shall be given with the provision update the text of the query if required.
- iii. The User Department will review and freeze the interface design and specifications at the start of the project so that the subsequent development can be seamless.
- iv. The Bot interface shall have interactive visual buttons to let user select the mode of input (text or voice) and language with appropriate icons.
- v. The user shall be provided the “Close Chat” option when they are not interested to use the Bot feature.
- vi. The Bot interface should be compatible to adapt the visual size as per the website/mobile app resolution as well as different screen size of different device (PC or mobile devices).
- vii. The Bot shall always start any interaction with a greeting message to the user. When any user visits the website, the Bot shall open Immediately and welcome the user and ask them to choose the preferred language like English, Hindi. Also, it shall open in the same language as the website by default.
- viii. The icons of “Thumbs Up” & “Thumbs Down” to be given below every response to the user to rate if the response is satisfactory or unsatisfactory.

4.1.2.2 Advanced Speech Recognition (ASR)

- i. The platform shall have ASR capabilities to turn the speech input into accurate textual output with the provisions for manual corrections of text under user control feature in Bot Interface.
- ii. The ASR shall have high accuracy of recognition even for different voice accent, pronunciations, and diverse environments (indoor, outdoor, noisy etc.).
- iii. The platform shall generate logs and produce reports on comparison between what has been understood in voice and generated in text by the Bot by understanding the actual voice input and what has been sent by the user as final query by making any manual corrections. The reports shall be shared with the user department on monthly basis and shall be used for training of the ASR component and the Bot.

4.1.2.3 Natural Language Understanding & Processing Engine

- i. The platform shall have capability to understand natural languages input by the user in form of voice and text in Hindi and English languages and also provide provision for corrections if required.

- ii. The platform shall include NLU-NLP capabilities of Entity recognition (for accurate recognition of the Entity based on query of the user), Intent Recognition (for correctly recognizing the Intent of the query of the user), Context recognition (for correctly recognizing the context of the user query), and Dialogue Management (for making the user interaction an interactive dialogue-based conversation), etc.
- iii. The platform shall have the capability to capture and store the queries asked as well as feedbacks given by users and utilize the same as training data for improving the NLU-NLP engine. The stored data shall result in a structured and reusable form. The training of the AI model shall be a continuous process to maximize the performance and response accuracy of the Bot with time.
- iv. The platform shall have capability to deliver a meaningful, personalized experience beyond pre-scripted responses by querying multiple data and knowledge sources (as defined in 4.1.2.5) of ESIC, including integrated back-end systems and internal databases, and to use that information in creating effective and accurate responses.

4.1.2.4 Dialog Management System

The platform shall have a dialogue management system that may be able to engage in an interactive dialogue-based conversation with the user about the query on any topic asked by the user.

- i. All the User-Bot interactions may be treated as dialogues and shall be managed accordingly by the Dialog Management System of the platform.
- ii. The Dialog management shall be capable of “Follow-Up” functionality that determines the actual context of the dialogue from the initial query and drive the conversational further. For example, the user might say “How many Regional Offices are there in ESIC?” and the bot might response the numbers. Then the user might say “What about Sub-Regional offices” or “Tell me that aboutSub-Regional Offices” or anything in continuation to the initial query, now the bot must correctly interpret the query and produce response.
- iii. The Bot shall have the capability to switch and catch the contexts of the user queries during the interaction.

4.1.2.5 Knowledge Sources

The platform and the Bot shall be capable on integrating, parsing, and indexing with the different knowledge sources of ESIC for continuous training of the platform and provide responses to different user queries on basis of contents available in these knowledge sources. The 2 desired categories of data sources based on which the platform shall be trained and be capable on providing responses to the user queries are defined in sections 4.1.2.6 and 4.1.2.7. The platform must be provided with an interface to import, feed, and index the data and files for Bot utilization and ongoing training. However, the primary responsibility to perform the import, parsing, training, of data and files will be of the Vendor. The platform and the Bot shall be capable of features including

federated search, parametrized search, metadata tagging, cross reference, self-learning to produce best results on user queries with the help of the various knowledge sources.

4.1.2.6 PDF Document Indexing

The platform shall have the feature of PDF document parsing and indexing through which the responses to the user queries can be provided on basis of contents available in PDF files (which are available at different sources like backend DMS, Internal servers, etc.).

In order to provide the functionality of PDF parsing and indexing, the platform shall have the provision of a mechanism that may access the ESIC's collection of PDF files (from different ESIC data sources like backend DMS, Internal servers, etc.) and can parse and index the PDF files which will be useful for the Bot during conversations and providing responses to end-user as well as for continuous training of the platform components.

The Vendor shall also provide the monthly reports on improvement of the Bot based on continuous training through the knowledge documents. The reports shall represent the count of intents, questions derived from the knowledge sources and how the Bot is improved based on training on those subjects on a monthly basis. Additionally, the reporting shall also indicate the improvement in response accuracy of the Bot (as defined in section 4.1.7) based on different knowledge sources i.e., responses provided from each data source separately.

4.1.2.7 Other Data Sources Indexing (static & dynamic website content, DB data, CMS data, etc.)

In addition, with the functionality of parsing and indexing the PDF files, the platform shall also have the capability of parsing and indexing various contents like static and dynamic website contents, CMS data, DB data, etc.

The Vendor shall also provide the monthly reports on improvement of the Bot based on continuous training through these data sources. The reports shall represent the count of intents, questions derived from the knowledge sources and how the Bot is improved based on training on those subjects on a monthly basis. Additionally, the reporting shall also indicate the improvement in response accuracy of the Bot (as defined in section 4.1.7) based on these knowledge sources i.e., responses provided from each source separately.

4.1.2.8 Integrations

- i. The Platform shall be able to integrate with various knowledge sources of the ESIC through APIs, Webhooks etc. and fetch relevant information from them for user query fulfilment. The number of integration touchpoints and systems may be increased with time as new systems or servers can also be added within the ESIC.
- ii. The platform shall be able to fetch incremental content (new static/dynamic contents, new DB entries, new documents etc.) automatically from the knowledge source and update itself with new dataset to answer queries based on the updated content of ESIC.

4.1.2.9 Natural Language Generation

The platform shall have the Natural Language Generation functionality that transforms system's language and produces understandable text in user's language.

- i. The Bot shall be capable to leverage the NLG functionality to produce the output to user's queries in as same language as the input was given.
- ii. In case of text inputs by the user, the NLG shall produce outputs as text and send it to the Bot interface and in case of voice inputs, the NLG shall transmit the text output to Text to Speech Synthesizer (TSS).

4.1.2.10 Text to Speech Synthesizer

The platform shall have TTS (Text to Speech) synthesis which may convert the NLG generated text output into natural-sounding audio in the same language as the input by the user and produce the audio through the Bot interface to the user. The TTS component of the platform shall be able to produce audio outputs with clear and humane audio in Indian accent in same language as actual query.

4.1.2.11 Analytics and Reporting

The analytics module of the platform shall have capabilities to capture and process the conversational data and generate insights based on them and produce reports which the User Department can download at any point of time. The module shall generate relevant information and reports that can be used to train and improve the platform and the Bot. The following reports (not limited to) are desired to be maintained in the analytics module and generated when user department desires:

i. Conversation Level Analytics

- a) Total Bot Interactions: The platform must be supported by automated chat recording for reporting count of total interactions by the bot with end users on daily, weekly, monthly, and custom date/time period based.
- b) In Bound Messages: Count of total messages sent by the user in each interaction.
 - Including total text messages and voice messages separately.
- c) Out Bound messages: Count of total responses of the Bot on user queries.
 - Including total text messages and voice messages separately.

ii. Bot KPIs

- a) **Response Time:** Bot's response time (average, min, max etc.). The maximum response time expected is 2.5 seconds (specifically for unstructured Data) as defined in 4.1.3.xii.
- b) **Response accuracy of the Bot:** Response accuracy of the Bot shall be reported as defined in section 4.1.7.
- c) **Bot & Server availability:** The Bot and server availability shall be more than 98%. The expected benchmarks of Uptime/Downtime, and other parameters are defined in [Annexure 8 Section B - Service Level Agreement](#).

iii. Feedback Analytics

The user feedback will be classified in the following two categories:

- a) Provision for capturing Feedback for each response must be given. It can be a binary parameter as “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 feedback is to be provided and shall be included in the analytics.
- b) Provision for capturing feedback as a complete user experience at the end of the conversation at the footer of the chatbot or if the user chooses to close the session of the chatbot against the question “Do you feel I was helpful?”. It will be based on Likert scale parameters on scale of 1 to 5 where 1 being the “Worst”, 2 being the “Bad”, 3 being “Average”, 4 being “Good” and 5 being the “Best”.

All the feedback data collected (with Thumbs Up-Thumbs Down for each response as well as feedback (1 to 5) at end of conversation) from the user to be utilized for training the Bot on those specific subjects and overall user experience improvements of response accuracy of the Bot. Improvement based reports to also be generated based out of feedbacks and training of the Bot.

iv. SLA Monitoring Tool and Reports

The vendor shall provide an SLA monitoring tool inbuilt in the platform and shall submit SLA & penalty reports (system generated through the SLA monitoring tool) from the platform as following:

- 1. SLA Compliance and deviation report for all items under the scope of this document and [Annexure 8](#) on monthly basis.
- 2. Monthly penalty reports (as per the penalty logic defined in SLA [Annexure 8](#)).

- v. **Any Other Analytics** - provision to generate customized reports and MIS shall also be given as defined in any section of this RFP or whenever asked by the User Department.

4.1.3 Features and Functionalities

- i. The Bot shall be able to carry out general conversations such as welcome greeting, queries about ESIC related information and websites, etc. It shall support multimodal inputs as voice and text in English and Hindi with provisions for manual corrections of text under user control.
- ii. The Bot shall be capable of having an end-to-end conversation with the users and shall not restrict the conversation using a certain template or pattern. It shall support detection of multiple intents in the same sentence and maintain the context throughout the conversation.
- iii. A soft skilled Indian style persona shall be developed for the Bot to make the interactions more engaging, humane, and suitable for users.
- iv. The Bot shall be able to produce answers which shall include a meaningful and contextual summary and a link to the specific page from where the answer was found and then will highlight the specific portion on the concerned page based on which the answer is given.
- v. During Voice interactions (Voice-only and Voice combined chat) the Bot shall give cues to the following scenarios:
 - a. When a user is required to respond.
 - b. It shall prompt the user at the right time and not assume that the user knows what to do.
 - c. The options prompted to a user shall be clear and concise.
- vi. The Bot shall have an announcement placeholder. User Department shall decide to activate or deactivate the placeholder and shall notify the Vendor accordingly. The placeholder shall enable the user department to publish and manage the announcements/notices if desired.
- vii. The Bot interactions shall avoid unnecessary questions and make smart assumptions. It shall avoid dialogues that create too many confirmations and obtain optimum information at a time instead of trying to collect everything in one go or breaking into too many parts.
- viii. Information presented to the user shall be in small pieces and a well-structured interaction.
- ix. The Bot shall act smartly with predefined workflows like greeting on entry or exit, response to cuss words, error messages on no internet, etc.
- x. The platform shall work optimally with reasonable noise conditions, different Indian dialects & accents, age groups, etc.
- xi. The platform shall capture all type of logs which are required to generate reports as mentioned in 4.1.2.11 and any other section of this document.
- xii. The response time of the Bot shall be as quick as possible with a maximum response time limit as **2.5 seconds** (specifically for unstructured Data)
- xiii. There shall be “Thumbs Up” & “Thumbs Down” icon after every response from the Bot to allow the user rate the response as “Satisfactory” or “Unsatisfactory”.
- xiv. The platform shall have the provision to capture logs for response time for each response. Accordingly, response time reports to be generated and shared with user department and to be made downloadable through the analytics module.

- xv. There shall be provision for capturing feedback as a complete user experience at the end of each conversation at the footer of the chatbot. In that case:
- After the end of the conversation, a message will appear “Do you feel I was helpful?”. User feedback will be captured based on Likert scale parameters on scale of 1 to 5 where 1 being the “Worst”, 2 being the “Bad”, 3 being “Average”, 4 being “Good” and 5 being the “Best”.
 - After giving the rating, the Bot will show a text field to user to capture “Is there anything else we can do to provide the best assistance” the Bot shall transfer the user text feedback after capturing user’s contact details to the Vendor’s ticketing system (as defined in section 4.8.5) where user department will also have access.
 - For situations when Bot is not able to respond for a certain query, it shall reflect the ‘Information not available’ or any custom message and shall give the user a provision to submit a feedback along with user’s contact details and shall transfer and create a respective ticket in the ticketing system’.
 - The Vendor needs to respond all such tickets and close all tickets raised by the users within a predefined time as defined in SLA (Annexure 8).
- xvi. During Voice interactions on mobile phone, the Bot shall ensure proper handling such as switching between the phone call and interaction with the Bot, holding the voice interaction to attend the call and return to the same point in conversation etc.
- xvii. Some indicative queries and expectations - These queries can be typed or spoken in English or Hindi. If spoken, user shall be able to correct/modify the automated speech to text output if needed.

FAQ Sl. No	Probable Questions	Expected Answer
1	What is the date of submission of self-appraisal to reporting officer by officer to be reported upon (where applicable) in SPARROW Portal?	15th April
2	What is the date of submission of report by reporting officer to reviewing officer in SPARROW Portal?	30th June
3	What is the procedure for registration for employer?	For Companies employer code is automatically generated at the time of registration of company on MCA portal, for rest through Shram Suvidha Portal
4	What are the penalties for delayed payment of contribution?	Interest @ 12% pa and damages from 5% to 100% depending on the period of default

5	How to login employer site when error is showing authentication failed?	Kindly use employer code as user name and for password, go through Forgot Password link on the portal through www.esic.gov.in after clicking on "Employer Login". or contact to your RO/SRO in case you don't have registered email id.
6	What is ESI contribution share of Employer?	3.25% of total salary
7	How can IPs check contribution have filed by employer in r/o them?	On IP Portal or through UMANG App
8	Who is eligible for ESIC?	The ESI Act ensures support to an employee who earns a wage/salary up to Rs. 21,000 every month.
9	What are the employees count criteria in ESI Scheme?	The ESI scheme is applicable to all factories and other establishments as defined in the Act with 10 or more persons employed in such establishment
10	Who contributes to ESIC?	The ESI Scheme is financed by contributions from employers and employees. The rate of contribution by employer is 3.25% of the wages payable to employees. The employees' contribution is at the rate of 0.75% of the wages payable to an employee.
11	Where is ESI branch office Pallavaram?	NO.111, 1ST FLOOR, GST ROAD, INSIDE ESI DISPENSARY COMPLEX, OPPOSITE TO CHENNAI SILKS FLYOVER, IN THE SERVICE ROAD, CHROMPET, CHENNAI-600044
12	What is c-18?	It is a notice issued to employer for initiating defaulter action
13	What is Extended Sickness Benefit (ESB)?	This is an additional sickness benefit in addition to the first 91 days which is provided by the Corporation in exercise of its powers under Section 99 of the Act. an insured person, if suffering from Tuberculosis/Leprosy, mental and malignant diseases or any other 34 specified long-term disease, subject to qualification of certain eligibility conditions. The insured person and his family are also entitled to Medical Benefit during this Extended Sickness Benefit period.
14	What is Disablement?	Disablement is a condition resulting from employment injury, which may render the insured person temporarily incapable of doing his work and necessitating medical treatment (temporary disablement). It may reduce his earning capacity (permanent partial disability) or it may totally deprive the insured person from the capacity of doing any work (permanent total disability).

15	What is Permanent Disablement Benefit?	If there is any residual disability of permanent nature due to employment injury, the insured person is examined by a Medical Board to assess the loss of his earning capacity, if any, and its percentage.
16	What is Dependents Benefit (DB)?	Dependents' Benefit is a monthly payment payable to the eligible dependents of an insured person who dies as a result of an employment injury or occupational disease.
17	What is the eligibility criteria for DB?	The deceased should be an employee in insurable employment on the date of fatal accident.
18	What is Confinement?	Confinement means labour resulting in the issue of a living child or labour after 26 weeks of pregnancy resulting in the issue of a child whether alive or dead.
19	What is Confinement Expenses?	Confinement Expenses is lump sum payment made to an insured woman or an insured person in respect of his wife if the confinement occurs at a place where necessary facilities under the ESI Scheme are not available. At present the confinement expenses paid is Rs. 7500/- per confinement. It is admissible for two confinements only.
20	What is Standard Benefit rate?	Standard Benefit Rate means average daily wages obtained by dividing the total wages paid during the contribution period by the number of day for which these wages were paid.
21	How to get my Maternity Benefit?	An IW needs to visit her designated ESI Dispensary to get the certificate issued and she can claim for Maternity Benefit through online.
22	Can IPs claim benefit online?	Yes, an Insured Person can submit claim through online by logging in ESIC IP Portal.
23	What is the Present Rate of Contribution?	Employee's Contribution is 0.75% and Employer's Contribution is 3.25%.
24	How can an IP check his/her bill reimbursement status?	An IP can contact his/her designated ESI Dispensary to check bill reimbursement status.
25	Where and how many ESIC hospitals in Puducherry?	NIL

4.1.4 Language Enablement

Language Enablement functionality here means enabling the Bot for interactions in various languages (Hindi & English languages initially) in text as well as audio. The Platform should be architected in a manner that adding other Indian Regional languages should be easily supported.

4.1.5 Platform Security

- i. The Conversational AI platform shall support utmost Application Security features and shall pass security testing/audit by a third-party security auditor empaneled at

CERT-IN (to be hired by the vendor). This security audit needs to be done before deployment of the platform in production environment.

- ii. Based on the security audit report, the Vendor is required to perform and comply to the following -
 - a) Fix the issues/gaps and identified vulnerabilities reported in the Audit Report and furnish the Security Audit Clearance Certificate aligned to NIC/CERT-IN guidelines/requirements.
 - b) Submit the action taken report on the vulnerabilities and the remediations to the User Department.
- iii. Also, after every platform update or upgrade, security audit to be done on new parameters with no additional cost to User Department.
- iv. Vendor also needs to ensure that the Conversational AI platform follows industry standard security guidelines (including but not limited to) as mentioned below -
 - a) Compliance with data privacy, security control laws & Digital Personal Data Protection Bill of Government of India.
 - b) The platform shall have safeguards to protect all kind of vulnerabilities such as injection-based attacks like SQL, XPATH, XML, LDAP, SSI, or Command injection attacks, etc.
 - c) The platform shall have safeguards to protect itself from cross-site-scripting (XSS) attacks. The application should block special characters in all input fields.
 - d) The platform shall have safeguards to protect itself from CSRF attacks.
 - e) The platform shall restrict the upload of specific file extensions, file size and content types.
 - f) Vendor has to comply with CASB (Cloud access security broker) for sensitive information residing in cloud infrastructure.
 - g) The platform shall demonstrate sufficient protection against redirection flaws and should protect against clickjacking.
 - h) The platform shall have Robust data backup, recovery, and storability procedures with offsite and onsite backup.
 - i) The platform shall implement countermeasures to protect against data leakage from side channels such as:
 - A. Web caches
 - B. Logs
 - C. Temp Directories
 - j) The platform shall make use of available security protocols (e.g., HTTPS, SFTP/FTPS, LDAPS, SSH, etc.) to protect sensitive data during transmission over private and public networks.
 - k) The platform shall use encryption (or equivalent controls such as hashing) to ensure the confidentiality and integrity of data. This involves the usage of encryption technologies that have been thoroughly and publicly tested (e.g., 128- bit key length for symmetric encryption).

4.1.6 Channels and Interfaces

The Bot shall be capable to respond on voice and text on Web site and Whatsapp.

4.1.7 Response Accuracy of Bot (Data Source wise)

Response Accuracy of Bot - The platform shall have the provision to calculate and report the response accuracy of the Bot for each data source (static & dynamic website content, PDFs, DB content, DMS content, etc. as defined in section 4.1.2.6 and 4.1.2.7). Response accuracy of the bot will be measured as per the mechanism defined in the following sections for different scenarios:

A. Response accuracy for each data source based on ‘User Feedback’ and ‘No response’ by the Bot-

Response accuracy of the Bot based on User Feedback and no response by bot will be measured as below -

- I. **Unsatisfactory Response Rate**- When the Bot is not able to provide desired response and user clicks “Thumbs Down” (as defined in section 4.1.3.xiii) for a response.
- II. **No Response Rate** - When bot doesn’t understand user query and responds in generic way, for example - ‘Can you repeat your question?’ or ‘Information not available’, etc. The “No Response” rate shall be calculated on basis of total number of “No Responses” out of total number of queries.

Example 1:

In a single conversation of a user with Bot, there are:

S. No.	Category		Count
1	Total queries asked by the user		25
2	Total responses by Bot		20
3	Total Rated Responses by the user	“Thumbs Up” rated responses	10
4		“Thumbs Down” rated responses	4
5	Non-rated responses by the user		6
6	No Responses by the Bot		5

A. the “Unsatisfactory Response Rate” will be - 4 (Thumbs Down)/14 (Total rated responses (Thumbs up + Thumbs Down)).

B. “No Response Rate” will be 5 (No Responses)/25 (Total Queries)

monthly “Unsatisfactory Response” rate may be calculated by taking average rate of all conversations in a week/month. Platform shall calculate the “Unsatisfactory Response” rate from system logs and generate report.

For “No Responses” by the Bot, the platform shall capture these in system logs and provide total count of no responses daily. For each of the instances of ‘No Response’, the platform shall analyze the question for further training of the bot so that it is able to provide suitable response to that question later on, once the bot is trained.

Response Accuracy Calculation for each data source (based on ‘User Feedback’ and

‘No response’ by the Bot):

- Response accuracy of bot (based on user feedback and no response)
= $(1 - \text{Total Error Rate}) * 100$

Where, **Total Error Rate** = (No Response + Thumbs Down responses)/Total Number of Queries).

Vendor needs to ensure SLA compliance with respect to “Response accuracy of Bot based on user feedback and no response by the Bot” as defined in the SLA framework in **Annexure 8**. Non-compliance to SLA will attract deductions as per SLA framework.

B. Response accuracy based on system log analysis for non-rated responses for each data source -

There will be instances where Bot response may be incorrect, however it is not rated by user as ‘Thumbs down’. In all such cases, where bot response is not rated by user, vendor needs to capture those user queries and responses from the system log and generate report with the respective queries and responses which will be shared with the user department.

Vendor needs to analyze all such responses on a daily basis manually and identify incorrect responses and report them to the user department for the first 6 months after deployment. Vendor also needs to calculate Response accuracy under this category (non-rated responses) as below-

As defined in **Example 1** in previous case, there are **6** non-rated responses, and assuming out of 6 non-rated responses, **2** responses are incorrect [partially correct responses (as defined in Section 4.1.3.xi) will also be treated as incorrect responses] then:

- A. **Thus, Response Accuracy Calculation (including system log analysis for non-rated responses):**

- Response accuracy of bot (including non-rated responses)
= $(1 - \text{Total Error Rate}) * 100$

Where, **Total Error Rate** with Non-rated response = (No response + Thumbs Down responses + Incorrect Non-Rated Responses)/Total Number of Queries

IN the example it would be $(5 + 4 + 2) / 25 = 11/25$

Vendor needs to ensure SLA compliance with respect to “Response accuracy based on system log analysis for non-rated responses” as defined in the SLA framework in **Annexure 8**. Non-compliance to SLA will attract penalty as per SLA framework.

Further, the non-rated responses (as provided in form of system generated report by vendor) may be vetted by user department For this purpose, the Vendor will share query

and corresponding responses along with their status as Correct/Incorrect as marked by the Vendor.

It is expected that the of the Bot will be having an upward Response accuracy (all the categories as mentioned above) trend with continuous training of the AI, as the AI platform's performance is expected to become better over time.

4.2 Data Security, Confidentiality and Privacy

- i. The Vendor shall not carry and/or transmit any material, information, application details, equipment, or any other goods/material in physical or electronic form, which are proprietary to or owned by ESIC.
- ii. The Vendor acknowledges that business data and other user proprietary information or materials, whether developed by user branches ESIC to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to user branches and ESIC; and Vendor 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 Vendor to protect its own proprietary information. Vendor may come into possession of such proprietary information, even though Vendor 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. Vendor shall use such information only for the purpose of performing the said services.
- iii. Vendor shall, upon termination of the agreement for any reason, or upon demand by ESIC, whichever is earliest, return any and all information provided to Bidder, including any copies or reproductions, both hardcopy and electronic.
- iv. Privacy of the end user data must be protected all the time, at rest and during transit to and from the Vendor system and the User Department.
- v. Personal Identifiable Information (PII)
 - i. PII shall be masked at all times and shall be stored securely and separately. The stored data MUST NOT be read by any other means unless warranted by requirements laid out by the User Department.
 - ii. Vendor shall identify such sensitive data in voice and text in consultation with User Department and as per relevant regulations laid out from time to time as required.
 - iii. Vendor shall make provisions to purge PII data, when necessary, manually, and/or automatically.
 - iv. Vendor shall also make provisions for anonymization of personal data as and when required.
 - v. Whenever required by the User Department, the Vendor shall make appropriate transfer of ownership of datastores with personal and sensitive data.
- vi. Adherence to laws and regulations on sensitive data handling and storage.
 - i. Vendor shall meet industry and global best practices for data security and privacy.
 - ii. All data must be stored within geographical boundaries of India ONLY.
 - iii. Vendor shall comply to rules and regulations laid out by Government of India

from time to time like India's PDPA (personal data protection act), etc.

vii. **Audit and compliance:**

- i. While User Department reserves the right to conduct audits through its third party appointed agency, the Vendor must also conduct regular audits for compliance on data privacy controls.
- ii. Audit of cloud environment for controls on data privacy to be done and certificate shall be shared with User Department whenever required.

Confidentiality

- i. The Bidder shall not use confidential information, the name, or the logo ESIC/User department except for the purposes of providing the service as specified under this tender.
- ii. The Bidder may only disclose confidential information in the following circumstances:
 - a) with the prior written consent ESIC.
 - b) to a member of the Bidder's Team ("Authorized Person") if:
 1. the Authorized Person needs the Confidential Information for the performance of obligations under the contract ESIC.
 2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under the contract with ESIC.
- iii. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of ESIC.
- iv. The Bidder (Recipient)/ OEM shall execute/sign a Non-Disclosure Agreement (NDA) with ESIC.
- v. The Bidder shall notify ESIC promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the contract terms or with the authority ESIC.
- vi. The Bidder/OEM shall be liable to fully recompense ESIC for any loss arising from breach of confidentiality. ESIC serves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

4.3 Documentation

- i. The Vendor shall create and maintain standard documentation (but not limited to) as below:
 - a. Performance and Security Testing Report.
 - b. Training and User Manuals.
 - c. Project plans and schedules.
- ii. All documentation shall be in English.
- iii. Documentation for backup and recovery procedures.
- iv. User Manual of the platform.
- v. Any other document as required by the User department at any point of time.

4.4 Ownership and Retention of Conversational AI Platform and models as well as information consumed and stored.

- i. ESIC/user department shall completely own the Conversational AI Platform and its associated components like trained AI model, NLP model, designs, integration APIs, consumed and stored data for training of the platform, etc. and every other

component which are dedicatedly conceptualized, designed, developed, tested, and deployed under this project on a dedicated cloud space/instance ESIC.

- ii. Forthwith upon expiry or earlier termination of the contract with Vendor and at any other time on demand by user department, the Vendor shall deliver/transfer the Conversational AI Platform and its associated components to the user department at no additional cost and no additional terms and conditions.

4.5 Ownership and Retention of Documents

- i. ESIC / user department shall own the documents, prepared by or for the Bidder arising out of or in connection with this tender.
- ii. Forthwith upon expiry or earlier termination of the contract with selected Vendor and at any other time on demand by user department, the Bidder shall deliver to user department all documents provided by or originating from user department and all documents produced by or from or for the Bidder while performing the Services, unless otherwise directed in writing by user department at no additional cost. The Bidder shall not, without the prior written consent of the user department store, copy, distribute or retain any such documents.

4.6 Training of User Department on use of Platform

- i. The Vendor shall conduct trainings for the User Department users/administrator/Help Desk etc. on effective use of the Bot & platform with full , documentations.
- ii. The training shall be on the technical, functional, integration and usage aspects of the Bot.
- iii. Training can be clubbed for few departments and can be provided physically or through VC.
- iv. Training shall be conducted in English/Hindi.
- v. Training location will be in User Department office or Video Conference (as suggested by the User Department).

4.7 Deployment and Infrastructure

- i. The Vendor will arrange and provide the Cloud infrastructure and associated services (through any of the MeitY/NIC empaneled Cloud Service Providers) and shall include the relevant setup & hosting costs related to it for Development, Staging, UAT, Production and Backup and Recovery instances on cloud in the financial proforma (**Annexure 15** as per the format provided).
- ii. The initial analysis of sizing, setup, and management of the infra for the required platform in terms load, availability, performance, scalability, and other system dependent requirements shall be done by the Vendor and shall be indicated in its bid.
- iii. The Vendor would be responsible for setting up the Development, Staging, UAT, Production environments.
- iv. All the infrastructure and hardware, software level responsibility for setup, hosting, operations, maintenance, and support for the platform shall be arranged and managed by the Vendor.

4.8 Operations & Maintenance

The Vendor shall perform operations and maintenance support and carry out regular ongoing activities related to upgrade, monitoring and maintenance of the platform, bug fixing, enhancements etc. The reporting on all updates related activities to be shared with the User Department on a monthly basis. It is expected to comply with the following O&M criteria in order to meet the relevant SLAs as defined in [Annexure 8](#).

4.8.1 Continuous Improvement of Platform and Bug Fixing

- i. The Vendor shall analyze and train AI platform proactively on an on-going basis. It shall continually improve and train the NLP & AI engine for best user experience by constant and regular improvements of intents and models. The adherence to Response Accuracy of the Bot as defined in SLA [Annexure 8](#) must be complied.
- ii. Responses for unanswered queries shall be added/updated on the basis of conversation analysis between bot and the user.
- iii. The Vendor shall fix the defects/bugs that are already identified/will be identified during the contract period.
- iv. Tickets raised against these defects/bugs have to be resolved by the Vendor in a timely manner as per the SLAs as defined in [Annexure 8](#).
- v. Continuous resolution of issues and changes proposed by internal and external stakeholders and including addition of new sub-features.
- vi. Update training, user manuals etc. and provide training to designated members of User Department for proper handling of user issues that are raised at helpdesk.
- vii. For issues of critical nature such as ones causing outage of service, the Vendor team shall provide prompt support to fix them.

4.8.2 SLA Monitoring

- i. The Vendor shall adhere to the SLAs laid out in the RFP ([Annexure 8](#)).
- ii. The Vendor shall provide SLA monitoring tool and dashboard to User Department
- iii. The Vendor shall be responsible to provide necessary data, logs, access, etc. and to get the SLAs and other system parameters audited from User Department or appointed audit partner whenever intended by User Department.

4.8.3 Reporting and MIS

Though most of the reporting needs shall be fulfilled by the Analytics module of the platform (as per section 4.1.2.11 in this document), the Vendor shall provide custom reports as well, in case required by User Department at any time during the project. The SLA criteria for reporting parameters shall be followed as defined in [Annexure 8](#).

4.8.4 Technical Support

- i. The Vendor shall provide for technical support as per the requirements on 24*7 basis.
- ii. Providing technical assistance to Helpdesk and User Department wherever required.

4.8.5 Ticketing

- i. The Vendor shall provide a dedicated ticket management tool which shall be

integrated with the Conversational AI platform and can allow users to raise a query/feedback in form of a ticket (as defined in section 4.1.3 point (xv) by the end and mid of the conversation in the Bot interface.

- ii. There shall be a dedicated resource for ticket management on call/email support.
- iii. The Vendor shall provide ticket resolution and technical assistance/discussion wherever required for issues reported by end users/clients/User Department for issues and feedbacks related to the platform and Bot.
- iv. The Vendor team shall fix the error raised on the ticket, train the Bot, and then close the ticket for the particular query/question.
- v. There shall be no additional license/cost consequence on User Department for the ticketing system used by the Conversational AI Platform.

4.8.6 Platform and Infrastructure Monitoring

- i. The Vendor shall deploy all requisite manpower, tools, and software for proactive monitoring of resource utilization, load and performance, system health etc. of the platform in order to meet the relevant SLAs for platform and infrastructure availability is defined in [Annexure 8](#).
- ii. The Vendor shall implement necessary automation wherever possible for monitoring and raising alerts for issues and system outages if any.

5. Delivery Timeline and Workplan

- i. Vendor shall prepare and submit a project workplan considering the completion of the total amount of work as defined in scope in this RFP and [Annexure 9](#) and the maximum duration of delivery of all phases will be of **12 weeks**.
- ii. The expected timelines of delivery of workplan and each delivery phase is defined in [Annexure 10](#) Delivery Schedule.
- iii. O&M period shall begin from Phase 2 completion date along with the SLA as defined in [Annexure 8](#) and will run for a period of **3 years** from completion date of Phase 2.
- iv. Vendor will be given 'Completion Certification' for the delivery completed in all aspect as per the scope of work and deliverables as in [Annexure 9](#). Completion certificate format is provided in [Annexure 18](#).

6. Bid Time Schedule

- i. No Bid will be accepted after the expiry of the time schedule of the tender as given in the GeM portal.
- ii. To allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, User Department, at its own discretion, may extend the deadline for the submission of bids.

7. Eligibility Criteria of Bidder and OEM

- 1. Eligibility Criteria is given in "[Annexure 1](#)".
- 2. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in "[Annexure 1](#)".
- 3. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted and all pages of the bid document shall be serially numbered.

4. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.
5. User Department reserves the right to ask any document or supporting documents at any stage of tender, if required.
6. All documents shall be submitted electronically in PDF format.
7. Upon verification, evaluation / assessment, if in case any information furnished by the Vendor is found to be false / incorrect, their bid shall be summarily rejected and no correspondence on the same shall be entertained. It is the responsibility of bidder to verify the authenticity of any third-party document being submitted as part of the eligibility requirements. EMD will be forfeited if any forged or false document is submitted.
8. Bid submitted by any bidder not fulfilling the eligibility conditions / criteria stipulated above, will not be considered.

8. Bid Security - Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) of amount as given in “[Annexure 22 - Earnest Money Deposit](#)” must be submitted in the form of Account Payee Demand Draft, Banker’s Cheque in favour of ‘ESI Fund Account No.1’ payable at New Delhi or Bank Guarantee from any of the Commercial Banks in favour of Director General-ESIC for an amount of Rs. 6,00,000/- is required to be submitted at the time of bid submission to the bid inviting authority. The bid security should be valid for a period of 45 (forty-five) days beyond the final bid validity period. The bids submitted without bid security will be treated as invalid and will be summarily rejected. The bid security is required to be submitted manually to Insurance Commissioner (ICT), ESIC Headquarters, Panchdeep Bhawan, CIG Marg, New Delhi - 110002. A copy of the Bid Security should also be submitted with the bid online.

9. Performance Security:

The successful bidder after the award of the contract shall require to submit a Performance Bank Guarantee of 5% of the contract value to ensure due performance of the contract. This may be submitted in the form of Bank Guarantee from any of the Commercial Banks in favour of Director General, ESIC and should be valid for two months beyond the date of completion of all contractual obligations as per the contract.

The format for Bank Guarantee is at [Annexure 24](#).

10. Technical Bid

Details of services to be procured are given in [Annexure 14: Technical](#). Vendor shall also see the **Section 4.1 - Scope of Work** and [Annexure 9 Deliverables](#) for the detail technical requirements of the tender.

- Vendor shall prepare and submit the technical bid as per the format and requirements, and supporting documents specified in [Annexure 7](#). Any deviation from that may lead to rejection of technical bids.

11. Financial Bid

Details for submitting Financial Bids are given in “[Annexure 15](#)”.

12. Pre-Bid Meeting and Assistance to Bidders:

1. ESIC shall hold a pre-bid meeting with the prospective bidders for any clarifications regarding tender technical specifications, tender terms, and conditions the schedule of which will be available in the GeM portal along with the tender.
2. Only Queries received, from the bidders, two days prior to the pre-bid meeting shall be addressed.
3. The queries can be sent to ESIC through email on “jivnath.jha@esic.gov.in” with subject marked as “Bid Query related to Chatbot”
4. ESIC will not be bound to clarify any query after the pre-bid meeting.
5. Bidders shall use following format to send their queries in excel only

S. No	Section No.	Clause No	Page No	Existing Provision in Clause	Clarification Sought

13. Bid Submission Process

i. Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the GeM Portal under the section of this tender as per the standard procedure and guidelines of GeM portal. Bidders are requested to visit GeM portal for all information related to Bid submission.

ii. Preparation of Bids

1. Bidder shall consider any corrigendum published on the GeM portal for amending tender document before submitting their bids.
2. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please carefully go through the details of the format and packets in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, shall get the bid documents ready to be submitted as indicated in the tender document/schedule. No bid will be accepted after last date of bid submission in any other medium apart from GeM portal.

iii. Submission of Bids

1. Bidder shall log into the GeM portal well in advance for bid submission so that they can upload the bid on time i.e., on or before the bid submission time.
2. The bidder must upload the required bid documents indicated in the tender document as per the bid submission mechanism in GeM portal.
3. Bidders are requested to note that they must submit their financial bids in the format provided and no other format is acceptable.
4. Bidder shall prepare the EMD as per the instructions specified in the tender document. The original shall be posted/ couriered ESIC Headquarter office location

as given in the FACT SHEET or in person latest by the last date of bid submission or as specified in the tender documents however any loss of courier or post occurred by postal department will be considered as vendor liability.

5. The details of the DD/any other accepted instrument, physically sent, shall tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
6. The time indicated in GeM portal will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
7. Opening of technical and financial bid and the evaluation process will be as per the tender procedure of GeM portal and associated schedule of all such stems will be available in the GeM portal along with the tender.

14. Technical Evaluation Process

1. Details of platform related technical Specifications/requirement which is to be procured are given in **Section 4 - Scope of Work** and “**Annexure 14-Technical**”.
2. Only the Bids, conforming to the eligibility criteria, will be considered for further evaluation. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids based on technical parameters and features offered.
3. The TEC may ask short listed bidders to demonstrate their work methodology to carry out work as per the requirements given in **Scope of work** and in “**Annexure 14: Technical**” at the ESIC premises. Bidders are required to be ready for installation of the platform at ESIC site within **10 days** of bid submission for technical evaluation. No request for subsequent extension will be entertained.
4. Bidders are advised to ensure that the proposed solution shown for evaluation conforms to all technical parameters and is a tested one and the same solution will be used during actual execution of the project in case the bidder is selected. Non-compliance of that will result in cancellation of purchase order and Performance Security Deposit will be forfeited.
5. For technical evaluation, bidders must ensure the availability of appropriate manpower, along with documentation required, from their organization for interacting with evaluation team. During evaluation, the solution/service as per tender specifications will be physically verified, tested for reliability, functionality and other features as decided by the TEC.
6. In case a bidder does not make the required manpower along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected. EMD of the bidder may be forfeited in that case.
7. During the technical evaluation, if bidder does not demonstrate the required solution/service as per tender specifications, then no subsequent opportunity will be given to the Bidder(s). Based on the demonstration/evaluation test results only, Bidders will be short listed.
8. Technical Bids will be evaluated as per “**Annexure 4: Technical Evaluation Mechanism for Bidders**”.
9. Bidder shall furnish a compliance statement(pointwise) of specifications & features of offered solution with the Technical Bid.
10. The schedule of the technical bid opening and evaluation will be available in the GeM portal under the tender.

15. Evaluation of Financial Bid

1. A duly constituted Finance Evaluation Committee will facilitate financial evaluation of bids.
2. Successful bidder will be selected as per the “[Annexure 6](#)”
3. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s).
4. However, the committee/its authorized representative and ESIC can make any enquiry/seek clarification from the bidders as per provisions on the GeM Portal, which the bidders must furnish within 2 days else bid of such defaulting bidders will be rejected.

16. Additional Terms and Conditions (ATC)

1. All bidders must fulfil the general term and conditions of the GeM portal as available on the GeM Website and mentioned in this tender document.
2. Terms and conditions mentioned under this section “Additional Terms and Conditions (ATC)” will supersede the general terms and conditions of the GeM portal, in case of conflict.
3. Integrity Pact - Bidders must not indulge in any corrupt practices including without limitation of any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related tender process in GeM portal. Bidders must agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal and given in [Annexure 25](#) of this tender document.
4. Any default or breach in discharging obligations under this tender by the selected vendor while rendering services ESIC, shall invite all or any actions/sanctions, as the case may be, including forfeiture of Performance Security Deposit/PBG.
5. In the event of a selected vendor or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the ESIC, shall be passed on for compliance by the new company in the negotiation for their transfer.
6. The selection under this tender is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The vendor shall not assign or subcontract any part of it to any other agency in any other form than defined in this tender. If found doing so, shall result in termination of contract and forfeiture of Performance Security Deposit.
7. The decision of ESIC arrived during the various stages of the evaluation of the bids is final and binding on all bidders.
8. Printed/written conditions mentioned in the bids submitted by bidder will not be binding on ESIC.
9. ESIC may by written notice sent to the selected vendor; terminate the work order in whole or in part at any time based on not meeting the RFP terms, as observed by ESIC. The notice of termination will specify that termination is for noncompliance of RFP terms and the date upon which such termination becomes effective. ESIC reserves the right to cancel the remaining part and pay the amount for partially completed Services to the selected vendor.
10. Due to any unavoidable circumstances, if the vendor is not in a position to execute orders, ESIC shall be intimated the same with convincing justifications, at least three months in advance. ESIC will conduct enquiry about such claims and the availability of equivalent or better alternatives. The decision arrived at by ESIC in such matters

- will be final. If the inability shown by the vendor is only due to some financial/technical reasons, such requests will not be considered. Performance Security Deposit of the selected bidder will be forfeited in such case.
11. The vendor shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time, so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from ESIC.
 12. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of their engaged manpower shall be of the vendor. ESIC shall remain indemnified of any conflict of such nature arising between the agency and its employees. ESIC may ask the vendor to submit documentary proofs of such nature as and when need arises.
 13. Outsourcing/Sub-contracting is not allowed for the purpose of participating in this tender, unless it is with reference to OEM, and they have to submit MAF.
 14. In case more than one entity form a consortium to bid for this tender then members (each entity) of that consortium must authorize one member as 'prime bidder' to act on their behalf in performing all the obligations towards user department under this tender, including without limitation the receiving of instructions and payments from user department.
 - a. The sole responsibility under this tender will be that of the prime bidder.
 - b. Prime bidder's business relationships with the other consortium members will be its responsibility solely.
 - c. Any conflict or disagreement within the consortium, at any point of time during the currency of the project, shall be resolved by Prime bidder in such a way that the project work is not affected in any manner with respect to any deliverable, milestone, and SLA as per the provisions of the tender. Any such conflict or disagreement shall not be invoked by the Prime Bidder to justify non-fulfillment of any of the obligations under this tender.
 - d. Notwithstanding anything contained in this tender document, all the members of the consortium, entrusted with responsibilities of this project, shall be jointly and severally responsible to the user department in respect of meeting the financial liabilities of the Prime bidder arising out of the Project.
 - e. Valid consortium agreement signed between consortium members must be shared.
 15. As per CVC Circular No.03/01/12 dated 13.1.2012:
 - a. In this tender, either the Indian agent on behalf of the OEM (Original Equipment Manufacturer) or the OEM itself can bid but both cannot bid simultaneously.
 - b. If an agent submits bid on behalf of any OEM, the same agent shall not submit bid on behalf of another OEM.
 16. The OEM needs to provide an undertaking that in case of default in execution of project by the bidder, the OEM shall take full responsibility of execution and deliverable and service as per tender document.
 17. Bidders/ OEM need to provide an undertaking in the form of non-disclosure agreement as per "[Annexure 20: Non-Disclosure Agreement](#)".

18. In case of successful bidder defaulting, the next bidder (Scoring second highest final score as per [Annexure 6](#)) will be asked to match the rate (as per [Annexure 15](#)) of the successful bidder and so on. Doing so, if other bidders refuse to match rate of the successful bidder, the tender will have to be scrapped. The defaulting bidder may also be debarred from participating in any future ESIC tenders for a period of three years.
19. Bidders shall indicate their quote in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the financial quote written in words will prevail.
20. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same shall be obtained before submission of the bids.
21. Bidder shall furnish a point-wise compliance statement of specifications & features of offered service/solution with the Technical Bid. No deviations in terms and conditions of the tender document will be accepted in any case.
22. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway and EMD of such bidder shall be forfeited.
23. Successful bidder may be worked out as per procedure given in "[Annexure 6](#)".
24. Ambiguous bids and bids not submitted as per the specified format and nomenclature will be outright rejected.
25. Tender process will be over once the GeM contract is awarded to the selected bidder. Thereafter, information submitted by the participating bidders before and during the bidding process may be put by ESIC in the public domain. However, Competent Authority may exercise the privilege given under Right to Information Act Section 8(1) (d) which says, "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information".
26. The selected vendor or its deployed manpower will not, without ESIC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of ESIC in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for warranty purposes of such performance.
27. Vendor shall ensure continuation of the deployed manpower in the project throughout the project duration. Vendor shall avoid replacement of human resource unless it is absolutely necessary.
28. The word 'Day(s)' mentioned anywhere in this tender document means working days only.
29. Any corrupt practice e.g. bribe, commission, gift or advantage given or promise or offered by or on behalf of bidders by their agent or servant or anyone to the servant, representative or agent of Government in relation to obtain or in the execution of this RFP with the ESIC shall be in addition to any criminal liability which he may incur and would result in the cancellation of this tender with the ESIC and also make payment to ESIC for any loss resulting from any such cancellation.

17. Placing of Purchase Orders

1. ESIC will place Purchase Order to the final selected bidder.
2. The Purchase order will be placed to the selected vendor in hardcopy format or in softcopy mode through e-mail containing the scanned copy of the Purchase Order.
3. Objection, if any, to the Purchase Order must be reported to ESIC by the selected bidder within two (2) working days counted from the date of issuance of Purchase Order for modifications, otherwise it is assumed that the selected bidder has accepted the Purchase Order in totality.
4. If the selected bidder is not able to start the work and report to the work location along with equipment and required manpower within three (3) days of acceptance of the Purchase Order, ESIC may cancel Purchase Order and additionally the case will be referred to higher authorities for examining forfeiture of EMD / Performance Bank Guarantee (PBG) and initiating legal action.

18. User Acceptance Testing Process (UAT)

1. The Vendor shall provide access to the user department to test the platform features and the Bot in staging and UAT environments for each phase as defined in [Annexure 9](#).
2. The UAT approval for each phase will be always subjected to the successful deliverables as defined in [Annexure 9](#) and the overall scope of this RFP.
3. User department will conduct UAT for the platform and other associated components (as defined in this RFP) for acceptance approval. Vendor will incorporate all the UAT feedbacks by user department. Vendor shall clearly define timeline for UAT for each phase of deliverables in proposed workplan.
4. As a part of UAT, the vendor shall prepare the UAT test case scripts and get those approved/amended by the User department. The test case scripts for each UAT phase to be derived out of the sections of data sets for respective phases as defined in [Annexure 9](#).
5. For Bot response testing, the user Department may also verify the output and response accuracy of the Bot either by random sample queries or pre-defined queries based out of the implemented sections as defined in [Annexure 9](#) for each phase.
6. The response accuracy of the Bot to be calculated and tested (for each category as defined in Section 4.1.7)
7. The UAT will only be considered as pass with response accuracy of the Bot greater than **75%** (for each category as defined in section 4.1.7) out of total defined test case scripts for each phase as defined in [Annexure 9](#) and for each data source separately.
8. The response time of the Bot shall not be more than **2.5 seconds** (specifically for unstructured Data) to achieve UAT clearance.
9. The testing and validation of accuracy of the SLA monitoring tool and reports (as defined in section 4.1.2.11(v)) shall also be done in UAT. The third-party audit report of the SLA monitoring tool shall also be submitted.
10. The third-party audit report of the functional and performance parameters of the Conversational AI Platform (as defined in section 4.1.3 (xviii)) shall be submitted.
11. Vendor may ensure the availability and alignment of support staff/resources to facilitate the user acceptance testing by user department.
12. ESIC reserves the right to reject any deliverable if found unsuitable and/or not conforming to the approved specifications or quality criteria.
13. Only after successful completion of the UAT process, the UAT completion certificate

will be issued.

14. Vendor will provide all required support during UAT process.

19. Delivery and Penalty

Delivery

1. Delivery shall be done as per the delivery schedules defined in **Section 5** and [Annexure 10](#).
2. Complete details of deliverables are mentioned in [Annexure 9](#).

Penalty

1. Penalty will be imposed on the vendor on the account of delay from the given schedule in terms of delivery of work.
2. Please refer to [Annexure 11](#) for penalty clauses under different categories. Operational penalties will be independent of delivery related penalty.

20. Payment Process

1. Payment will be processed as per the “[Annexure 12: Payment](#)”.
2. Government levies if payable, will be reimbursed on actuals, for which Vendor must submit all original documents along with the bills. Such claims shall neither be processed separately nor on any post-facto basis.
3. Payments shall be subject to deductions of any amount for which the Vendor is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act and any other taxes.
4. All payments will be made through **RTGS only**.

21. Service Level Agreement (SLA)

1. Vendor will provide SLA based O&M support for 3 years for the all the components of the platform, infra, and associated services as mentioned in the scope of work for no additional cost as per the terms mentioned in [Annexure 8 - Service Level Agreement](#).
2. During the O&M support period vendor also needs to maintain the service level as defined in [Annexure 8 - Service Level Agreement](#). Failing to meet service level will attract penalty as per the terms defined in the SLA. Penalty amount as applicable as per SLA will be deducted from the balance amount payable and Performance Security Deposit.

22. Project Monitoring Committee

- i. At the start of the project, ESIC will constitute a Project Monitoring Committee to oversee the project execution and performance of the vendor. Project Monitoring Committee will do day to day co-ordination with vendor for successful execution of the project.

- ii. Project Monitoring Committee will review the deliverables and issue the Completion Certificate as per Annexure 9 and terms and conditions mentioned in Tender Document.
- iii. Project Monitoring Committee will also verify the timely delivery of deliverables as per tender document and recommend if penalty is to be levied on the vendor as per the Penalty terms and conditions & SLA.

23. Change Request

During the project tenure, vendor may be required to make customizations as per the requirement of user department on mutual agreement. The vendor may raise change request only after the same has been approved by the project management committee. the change request shall include customizations as per the user department and shall have no additional cost to the user department.

1. Change Request shall only be considered with prior approvals from project management committee. The vendor may start the work only after the approval of the Change Request.
2. All the Change Requests will be submitted and approved in format as in [Annexure 17](#).

24. General Conditions of Contract

Bidders must fulfil the general terms and conditions of the GeM portal as available in the GeM Website and mentioned in this tender document. Along with that, below mentioned general conditions of the contract will have to be fulfilled.

a) Dispute Resolution

In the event of a dispute or difference, of any nature whatsoever, between the two parties (Vendor and ESIC), the same will be first escalated to the top management of the two parties for appropriate resolution. If still unresolved, the same will be referred for arbitration of a Sole Arbitrator if the parties mutually agree upon one failing which to a Board of Arbitration. This board will comprise of three arbitrators. Both the parties will each nominate an arbitrator to the Board and these arbitrators will appoint the third.

The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings will be carried out at New Delhi, India and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties

The “Arbitration Notice” shall accurately set out the disputes between the parties,

the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The vendor shall not be entitled to suspend the Service/s or the completion of the job, pending

resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

b) Applicable Law

1. The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
2. All disputes in this connection shall be settled in Delhi jurisdiction only.
3. ESIC reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. It will not be under obligation to give clarifications for doing the aforementioned.
4. ESIC reserves the right to modify/relax any of the terms & conditions of the tender by declaring/publishing such amendments in a manner that all prospective vendors/parties to be kept informed about it.
5. ESIC without assigning any further reason can reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect.
6. All procedure for the purchase laid down in GFR shall be adhered-to strictly by the ESIC and Bidders are bound to respect the same.
7. The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Such as, every act of the successful bidder/vendor, needs to be in accordance with Information Technology Act 2000.

c) Termination for Insolvency

- a) ESIC may at any time terminate the purchase order by giving four weeks written notice to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

d) Termination for Default

- a) Default is said to have occurred
 - 1) If the vendor fails to accept the Purchase Orders.
 - 2) If the vendor fails to execute purchase order in time schedule given/extended ESIC.
 - 3) If the vendor's execution performance is not satisfactory even after repeated reminders to improve.
 - 4) If the vendor fails to perform any other obligation(s) under the contract.
- b) If the vendor defaults on any of above circumstances, its EMD or Performance Security Deposit (as applicable) received against purchase order will be forfeited and purchase order will be cancelled.
- c) ESIC may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to the undelivered goods and services and defaulting vendor shall be liable to compensate ESIC for any extra expenditure involved towards the procured goods and services to complete the scope of work in totality or 10% of the work order as cancellation charges whichever is higher.

e) Indemnity

- a) The Selected Vendor shall indemnify ESIC 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:

- 1) Any negligence or wrongful act or omission by the Selected Vendor or any third party associated with Selected Vendor in connection with or incidental to this Contract, or
 - 2) Any breach of any of the terms of this Contract by the Selected Vendor, the Selected Vendor's team or any third party, or
 - 3) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof.
- b) The Selected Vendor shall also indemnify ESIC against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
- c) ESIC stand indemnified from any employment claims that the hired manpower/agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders.
- d) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

f) Refund of EMD and Performance Security Deposit

The Earnest Money Deposit (EMD) without any interest accrued will be refunded as follows:

- a) In the case of those bidders who fail to qualify the eligibility criteria, the Earnest Money Deposit (EMD) will be refunded, without any interest accrued thereafter.
- b) In the case of those bidders who are not selected, the EMD will be refunded, without any interest accrued, within 15 days after the award of GeM contract or expiry of bid validity, whichever is earlier.
- c) For the selected Vendor, EMD will be refunded, without any interest accrued within 15 days after the receipt of Performance Security Deposit.
- d) Performance Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of ESIC, will remain valid for a period of sixty (60) days beyond the date of successful completion of all the contractual obligations of the vendor including warranty support obligations.
- e) On completion of satisfactory contract and warranty support obligations as defined in this tender document, the Performance Security Deposit without any interest accrued shall be released to the vendor after ascertaining that satisfactory support has been provided during the warranty period.

f) Liability of the Selected Agency/Vendor

1. Except conditions enumerate in Indemnity clause, the damage caused by the selected Vendor/ Agency ESIC under any work order issued pursuant to this tender, the selected agency shall be liable to ESIC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of contract, that can be levied on the Vendor/ Agency shall not exceed the total contract value of the work entrusted to them.
2. Selected Vendor/Agency shall be liable for all acts of omission and commission by its employees deployed under this contract and ESIC stand insulation against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.

25. Blacklisting

An undertaking (self-certification in company's letterhead) is to be submitted, as per format provided, [Annexure 21](#).

(i) The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period / active debarred list by ESIC or any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc.

Or(ii) The Bidder, in the last three years, was blacklisted or debarred by ESIC, or any other Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. for a period of ___ months / years w.e.f. _____. The period is over and, as on the date of bid submission the firm / company is not in active blacklisting period and now entitled to take part in Government tenders”.

Note: The Bidder who fulfils either of the above criteria would be eligible for bidding”

ANNEXURES

Annexure 1: Eligibility Criteria

a) Eligibility Criteria (Pre-Qualification) for the Bidders:

S No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder (Prime bidder in case of a consortium) shall be a government organization /public sector unit/Joint Ventures/ proprietorship/ partnership firm/ limited liability partnership/ private limited company/public limited company registered and incorporated in India and shall have registered offices in India and shall have been in existence for at least last 3 financial years as on 31st March 2023.	a) In case of Company: <ul style="list-style-type: none"> • Certificate of Incorporation / Company Registration Certificate. • Valid GST Registration Certificate. • Consortium agreement/ Joint Venture /Partnership Deed • Valid Income Tax Registration Certificate/PAN card copy
2.	Financial strength	The bidder (Prime bidder in case of a consortium) shall have a minimum of 5 Crore as an average annual turnover during preceding 3 financial years.	<ul style="list-style-type: none"> • Extracts from the audited Balance sheet and Profit & Loss. • Certificate from the Chartered Accountant(CA) regarding turnover
		Income Tax Return of the last 3 Financial Years. Certificate to effect of paying minimum wage to employees.	<ul style="list-style-type: none"> • ITR Copy • Self-Certificate
3.	Experience of similar assignment	The Bidder (Prime bidder in case of a consortium) must have been in the business of executing similar projects (as listed in scope of work) for the past 3 years. And must have successfully executed at least 3 (three) Projects of Conversational AI platform (in English/Hindi/regional language with voice and/or text modality) of cumulative value of INR 50 lakhs or more, during last 5 financial years. These projects should include minimum 1 project with end to end solution for Central or State	Copies of the work order and completion certificate/proof of payments for these projects.

		Govt departments or Autonomous body or PSU (as on bid closure date)	
4	Basic Certifications	ISO 9001 and 27001 Certification.	Copy of valid certificate.
5	Debarment / Blacklisted	The bidder (Prime bidder in case of a consortium) shall not be in the active debarred list 1. Published by Central Public Procurement Portal. or 2. Procuring Ministry/ Department	Declaration signed by the authorized signatory as per Annexure 21
6	Manpower Strength	Company shall have regular manpower strength of at least 08 (Eight) technical resources (B.Tech/B.E. /MCA /M.Tech or equivalent) that are involved and have experience in technology project with scope as desired in this RFP.	<ul style="list-style-type: none"> • Certificate from the HR Head/Authorized Signatory of the Bidder along with list of personnel (Name, Age, Sex, Qualification & Experience) • Submission of PF/ESIC registration and PF/ESIC compliance, as applicable
7	OEM Partnership	The Bidder (if not OEM itself) shall be an authorized Partner of the proposed OEM.	Bidder needs to submit signed MAF. Also, Bidder needs to submit OEM eligibility criteria compliance sheet as mentioned below.
8	Integrity Pact	Integrity Pact as per Annexure-25	Integrity Pact as per Annexure-25 to be submitted Physically in Envelope

b) Eligibility Criteria for the OEM

Sl. No	Eligibility Criteria	Reference details / Documentary evidence
1	<p>The Conversational AI platform (in English and/or Hindi or both languages with voice and/or text modality) of the OEM must be running in at least 3 projects including a minimum of 1 (one) central or state govt departments or PSU in last 5 years.</p> <p>The OEM shall produce minimum 3 POs (POs in the capacity of OEM) of cumulative value of more than 50 lakh (during last 5 financial years ending Mar'2023) to establish their credentials.</p>	Copies of the work order and completion certificate/proof of payments for these projects.

2	The OEM for the proposed platform shall have a development centre in India, with not less than 20 employees, working on the AI, NLP, Machine learning Deep learning projects or similar technologies.	Self-certification from authorized signatory or valid HR certificate.
3	OEM shall not be in the active debarred list published by Central Public Procurement Portal and/or Procuring Ministry/ Department.	A Self Certified letter that the OEM (or any of its successor) is not in the active debarred list published by Central Public Procurement Portal. or Procuring Ministry/ Department.

Notes:

1. If OEM and bidder participating in the bid is one and the same entity, then that entity (OEM/Bidder) needs to meet eligibility criteria of both bidder as well as OEM.
2. Exemption for Startups & MSME- Firms who are certified/recognized as a startup/MSME with valid proofs as per Govt. of India norms and regulations shall be considered for exemption from criteria as mentioned in S. No. - 2,3,4 and 6 in “table a” and, S. No. 1 and 2 in “table b” (in case the OEM is also recognized as a startup/MSME with valid certificates). In such cases, an attested copy of the valid Recognition/Certification of being a Startup/MSME must be furnished.
3. The valid Startup/MSME certification/recognition must be also submitted physically before bid submission end date and time at ESIC Headquarter office address as mentioned in the FACT SHEET, otherwise bids will be rejected
4. Bidders have to fill the above annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria.
5. Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility. Bidders may be asked to show all required documents from the bid to justify his/her eligibility on day of opening the bid itself.
6. In case of consortium, Prime bidder must submit valid consortium agreement signed among members of the consortium.
7. In case of name change of the agency, name change certificate with the corresponding memoranda of articles needs to be included along with the PAN and other relevant documents in the new name of the agency.

Signature of Bidder (with seal)

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

Signature of OEM (with seal)

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

Annexure 2: List of ESIC Appointed IEMs for Integrity Pact

Integrity Pact to be Signed and Submitted along with bid	Details of Independent External Monitor
As per Format in Annexure 25	<p>I. Sh. Ashok Kumar Mangotra, IAS (Retd.), N-109, 1st Floor, Greater Kailash-1, New Delhi. (Mob. No. 9810791920, E-mail ID: mangotra@nic.in).</p> <p>II. Smt. Rashmi Goel, IDRS (Retd.), Flat No. 98, Rohit Cooperative Group Housing Society, Plot 30, Sector-10, Dwarka, New Delhi 110075. (Mob. No. 9560195038, E-mail ID: rashmijaingoel@yahoo.com)</p>

Annexure 3: Bid Declaration form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. has withdrawn/modified/amended, impairs, or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the tender document.

I/We understand this Bid Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Declaration)

Name: (insert complete name of person signing the Bid Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure 4: Technical Evaluation Mechanism for Bidders

Technical bids will be evaluated by Technical Evaluation Committee (TEC) on below given points and as per table mentioning marking points:

1. The Bidders have to comply all the technical specifications/requirements for each item.
2. Self-certified technical specifications, compatibility matrix, functionality, and reliability test report as applicable for each item shall be enclosed with the technical bid.
3. Selected vendor must deploy/use the same solution and equipment/ product during the project which they will have to demonstrate to the User Department during technical evaluation process.

Technical Evaluation (Minimum Qualifying score is 70)				
S. No	Criteria	Basis for valuation	Max Score	Supporting
I.	COMPANY PROFILE & RELEVANT STRENGTH		40	
1.	Bidder shall have been in the business of implementation of Chatbot/ Conversational AI Platform as on date.	Scores will be given to Bidder based on their years of experience in the business of projects with scope similar to this bid. for example, vendor having experience of 3 years, will score 3 marks. One additional Marks would be given for every year of experience above 3 Years. For less than 3 years' experience no marks will be given.	10	Valid CA certificate or proof of work done (work order and completion certificate/ payment proofs)
2.	Experience in end-to-end implementation of Chatbot / Conversational AI Platform that have either been completed or an ongoing project with bilingual/multilingual capabilities and with voice and text modalities.	The work order shall have been issued within the last 5 years, as on date of submission of bid. Up to 3 projects - 10 Marks 4 Projects - 15 Marks 5 Projects - 20 Marks More than 5 projects - 30 Marks. Cumulative value of all projects must be more than INR 50 Lacs. otherwise the project count will not be considered.	30	Copies of the work order and Completion certificate/ payment proof.

II.	APPROACH & METHODOLOGY for evaluation of Bidder		60	
3.	<p>Demonstration of understanding of the user requirements - Demonstration of the platform and Bot to be done as part of technical evaluation. The Vendor is expected to showcase the entire functionality of the platform as defined in this RFP.</p> <p>The Vendor will be provided with sample PDF documents which needs to be parsed and indexed in the platform to provide the response by the Bot on basis of the indexed document. The Vendor will also be expected to index website static and dynamic contents to answer queries during demonstration.</p>	<p>Qualitative assessment based on demonstration of understanding of the user requirements through:</p> <ul style="list-style-type: none">• Solution demonstration by vendor covering the Phase 1 requirement as per the scope of work of the RFP - 10 Marks.• Response Accuracy and response time of the Bot during live demonstration on the basis of indexed information (Web content, PDF document etc.)- 10 Marks• Extent of compliance to the technical compliance as mentioned in Annexure 14 - 10 Marks• Key Capabilities - 10 Marks<ul style="list-style-type: none">▪PDF, Word, PPT, Excel and other type of document parsing and indexing capability.▪ Capabilities to scale up to handle maximum possible concurrent users and multiple integration touch points. <p>Capabilities to handle free form queries of user rather than only defined or static query formats.</p>	40	<p>Detailed write up covering all aspect of the proposed platform.</p> <p>Response to the technical compliance sheet given in <u>Annexure 14</u> will also be evaluated.</p>

4.	Approach and Methodology to perform the work in this assignment including Project work break down structure.	Qualitative assessment based on understanding of the objectives of the assignment: The extent to which the bidder's approach and work plan responds to the objectives indicated in the Scope of Work, quality, delivery, and timeline requirements. Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference.	10	Detailed write up on approach and methodology with work plan.
5.	Manpower Resource Quality	Educational qualification and experience of the key resources as per the Pre-qualification criteria (08 resources) will be assigned 5 marks. For resources with experience over 5 years in AI and NLP above the prerequisite number of 08 resources, 1 mark for each additional resource shall be awarded on pro rata basis (1 mark for each additional resource up to a maximum of 5 marks)	10	Resource Profile

Signature of Bidder (with seal)

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

Signature of OEM (with seal)

(Authorized Signatory)

Name

Designation

Address

Contact Details

Date

Annexure 5: Validity

S. No.	Item	Value
1	Validity of bids	180 days
2	Validity of Contract	Three years from the date of complete go live (After phase II)
3	Warranty and Support	As per Annexure 8
4	Extension	Up to an additional six months at the sole discretion of ESIC, based on pro rata pricing for the O&M phase

Annexure 6: Selection Procedure (QCBS)

Successful bidder will be selected as below:

Selection of bidders will follow Quality Cost-Based Selection (QCBS) method in a **70:30** ratio for Technical and Financial score for deriving final score for each eligible bidders and selecting the successful bidder with the highest final score.

After the technical evaluation, technical score (Tx) shall be assigned to all the eligible bidders (who clear eligibility criteria) as per the scoring mechanism defined in [Annexure 4](#). If the highest technical score is T(max), then the normalized score (T_Norm) for all bidders will be calculated as below -

Name	Actual Score (Tx)	Normalized Score (T_Norm) (rounded to 2 decimal places)
Bidder 1	T(max)	100
Bidder 2	T2	$100 \times (T2 / T(\max))$
Bidder 3	T3	$100 \times (T3 / T(\max))$
Bidder 4	T4	$100 \times (T4 / T(\max))$
So on.....		

Similarly, after the financial evaluation, financial score (Fx) shall be assigned to all the eligible bidders (who clear technical round). If the lowest quoted price (rate quoted in Financial proforma i.e., X as defined in [Annexure 15](#)) is F(lowest), then the normalized score (F_Norm) for all bidders will be calculated as below -

Name	Actual Score (Fx)	Normalized Score (F_Norm)
Bidder 1	F(lowest)	100
Bidder 2	F2	$100 \times (F(\text{lowest}) / F2)$
Bidder 3	F3	$100 \times (F(\text{lowest}) / F3)$
Bidder 4	F4	$100 \times (F(\text{lowest}) / F4)$
So on.....		

Final Score for bidders will be calculated as below:

$$\text{Final Score (C_Final)} = (0.7) \times (\text{T_Norm}) + (0.3) \times (\text{F_Norm})$$

Bidder whose final score (C_Final) will be highest, will be chosen as the successful bidder.

Note:

- In case successful bidder defaults or doesn't sign contract or doesn't deposit Performance Security Deposit as per the timeline, then the bidder scoring second highest final score will be asked to match the financial quote (as given in [Annexure 15](#)) of the successful bidder and so on. Under such scenario, user department may also scrap the bid process all together in case suitable agency is not found. User department reserves the right to take the final decision on this matter.
- In case of same or equal final score for 2 or more bidders the bidder with higher technical score shall be treated as L1.

Annexure 7: Bid Submission

The Online bids (complete in all respect) must be uploaded online in GeM portal as below: -

1. Bidder shall adhere to the timelines as mentioned in GeM portal under this tender.
2. Bids submitted in GeM portal will be only considered for the tender opening process and further evaluation.
3. Incomplete bids will be rejected straight away and will not be considered.

The Online bids shall be submitted in GeM portal as under with mentioned packets/folders:

File-1	<p>The file shall be saved in a PDF version and marked as: “ESIC Conversational AI Platform_EQ_Packet_1_<Bidder’s Name>.pdf” and shall comprise of the following items:</p> <ol style="list-style-type: none">1. Scanned copy of Covering Letter as mentioned in Annexure -192. Scanned copy of EMD (as per Annexure 22) or Relevant Registration Certificate incase claiming exemption from EMD for the functional area(s) for which bid is being submitted. (Format of BG must be as ESIC’s format attached in this tender in Annexure 23).3. Scanned copy of duly filled Annexure 3 Bid Declaration Form.4. MAF Certificate from OEM5. Document Checklist (To be prepared on letter head of bidder)6. Duly filled compliance sheet as per Eligibility Criteria in Annexure 1.7. Supporting documents required as per Eligibility Criteria in Annexure 1.8. The bank details as mentioned in Annexure 16: Bank Details).9. Bidder and OEM to submit NDA as per Annexure 20.10. Technical bid covering all the Technical Evaluation Criteria in the order given in Annexure 4 - Technical Evaluation Mechanism for Bidders. This shall include the below -<ol style="list-style-type: none">i. Compliance sheet table pertaining to each Technical Evaluation criteria.
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	<ul style="list-style-type: none"> ii. Detailed technical write-up and supporting documents highlighting each item in the Technical Evaluation criteria in separate sections. iii. Compliance sheet on the technical features of the solution as given in Annexure 14. iv. Other information and supporting document relevant to the scope. v. Soft copy of duly signed Integrity Pact Form <p>11. The PDF file not containing the above documents will lead to rejection.</p> <p>12. It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in the packet.</p> <p>13. All Bid documents shall be duly signed by the authorized signatory / representative as authorized by competent authority of the company.</p> <p>14. All pages of the bid being submitted must be sequentially numbered and should be mentioned in the checklist.</p> <p>The PDF file not containing the above documents or containing the technical or financial bid in explicit / implicit form will lead to rejection of the bid.</p>
File-2	Bidders are required to upload the financial bid as per the format specified in Annexure 15 - Financial Bid Proforma.

Hardcopy Submission

The bidder is required to submit the envelopes as required in the table below to the address mentioned in the “FACT SHEET” on or before the last date & time of submission of bid.

Envelope - 1	<p>The envelope shall be superscripted as “EMD <Bidder Name>< Tender No.>” and shall comprise of the following:</p> <ul style="list-style-type: none"> • Original Covering Letter as per Annexure 19 • EMD/ Copy of Relevant Registration Certificate in case claiming exemption from EMD • Original Power of Attorney/ Copy of Board Resolution in the name of person signing the bid • Integrity Pact as per Annexure 25
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Annexure 8: Service Level Agreement (SLA)

A. Service Level Agreement (SLA)

The purpose of the Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to ESIC for the duration of the Operations and Maintenance support period (for 3 years).

The SLA monitoring will be there throughout the O&M period as defined in section 4.8 and shall start after the completion of Phase-2 (as defined in [Annexure 9](#)).

Vendor will maintain the service level throughout the O&M period and failing to meet the same will attract penalty as per the below SLA terms. The penalty reports shall be generated by the Vendor as per the logics defined in this SLA framework and reports shall be generated and shared with the user on monthly basis.

The bidder shall adhere to the SLA requirements as specified in the table below:

1. SLA for Platform Availability and Performance -

S. NO.	Items	Target	Penalty in case of SLA Breach	Additional Remarks
1	<p>Availability of Conversational AI Bot on the ESIC websites and mobile applications - Daily availability will be measured as - $(\text{Downtime (in hours)}/24) * 100$</p> <p>For Monthly SLA Monitoring -</p> <p>Average of the day wise availability shall be taken for arriving at the monthly score for the concerned parameter. For this SLA parameter, an automatic reporting for each day shall be generated and to be shared with the user department on EOD basis.</p> <p>Note: For the unavailability of cloud services where the platform is hosted, there must be an SLA between the vendor and the Cloud Service Provider.</p>	99.9%	<p>For each 0.5% downside in monthly availability - a deduction of 0.05% on respective payment shall be charged and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of 0.05% shall be done on Phase 3 payment and for SLA breach after phase 3, deduction of 0.05% will be done on respective quarterly payments.</p> <p>Payment milestones to be referred as in Annexure 12.</p>	<p>If the uptime goes below 97.9%, an additional penalty of 0.1% on respective payment shall be charged and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of 0.05% shall be done on Phase 3 payment and for SLA breach after phase 3, deduction of 0.05% will be done on respective quarterly payments.</p>

2	<p>Conversational AI Bot Response Time - Vendor shall capture the response time of each responses of the bot in system log and provide system generated data/report for Average Response Time for an entire day.</p> <p>For Monthly SLA Monitoring - Average of the day wise response time shall be taken for evaluating the monthly score for this parameter.</p>	<p><=2.5 Sec (For unstructured data)</p>	<p>For SLA breach during Phase 3 of the project, the deduction of 0.05% shall be done on Phase 3 payment and for SLA breach after phase 3, deduction of 0.05% will be done on respective quarterly payments.</p> <p>Payment milestone to be referred as in Annexure 12.</p>	<p>If the Average Response Time (Monthly) goes above 5 Sec, additional penalty of 0.1% of respective payment shall be charged and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of 0.05% shall be done on Phase 3 payment and for SLA breach after phase 3, deduction of 0.05% will be done on respective quarterly payments.</p>
3	<p>Response accuracy of the Bot based on User Feedback and No Response for each data source - The response accuracy of the Bot for this category may be calculated based on mechanism as defined in Section 4.1.7.</p> <p>Monthly Response accuracy report for each data source to be generated and shared with the user department.</p>	<p>In the first quarter (from start of SLA), the response accuracy of the Bot shall be more than 80% (for each data source like static & dynamic website content, PDF, DB, DMS), in each subsequent quarter the response accuracy of the Bot shall increase by 5%.</p> <p>Note: percentage values defined above are absolute in number.</p>	<p>For each 1% downside in quarterly response accuracy as defined in Target column - a deduction of 0.025% on respective payment shall be charged and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of 0.025% shall be done on Phase 3 payment and for SLA breach after phase 3, a deduction of 0.025% will be done on respective quarterly payments.</p> <p>Payment milestone to be referred as in Annexure 12. Note: Downside percentage and deduction calculation will be considered based on the</p>	<p>If the response accuracy of the Bot for any single data source has been found breaching the defined SLA, the deduction as defined in previous column shall be applied considering the SLA breach for overall data sources.</p>

			<p>respective quarter's target as defined in the previous column. For E.g., Target for 2nd quarter is 85% but if the actual response accuracy is 78% then the difference shall be considered for deduction will be 7% i.e., (85-78) and deduction will be $7 \times 0.025 = 0.175\%$.</p>	
4	<p>Response accuracy based on system log analysis for non-rated responses for each data source -</p> <p>The response accuracy of the Bot for this category may be calculated based on mechanism as defined in Section 4.1.7.</p> <p>a) Monthly Response accuracy report for each data source under this category (as verified by vendor) and b) Report with list of all such queries and corresponding responses (which are not rated by users) to be shared with the user department.</p> <p>Note: if user department finds incorrect responses which are not reported by Vendor in their monthly Response accuracy report, then additional penalty will be charged for each such instances.</p>	<p>In the first quarter (from start of SLA), the response accuracy of the Bot shall be more than 80% (for each data source like static & dynamic website content, PDF, DB, DMS), in each subsequent quarter the response accuracy of the Bot shall increase by 5%.</p> <p>Note: percentage values defined above are absolute in number.</p>	<p>For each 1% downside in quarterly average in response accuracy of Bot as defined in Target column - a deduction of 0.025% on respective payment shall be charged and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of 0.025% shall be done on Phase 3 payment and for SLA breach after phase 3, a deduction of 0.025% will be done on respective quarterly payments.</p> <p>Payment milestone to be referred as in Annexure 12.</p> <p>If user department finds incorrect responses which are not reported by Vendor in their monthly Response accuracy report, then INR 500 will be charged for each such incorrect response.</p>	<p>If the response accuracy of the Bot for any single data source has been found breaching the defined SLA, the deduction as defined in previous column shall be applied considering the SLA breach for overall data sources.</p>

5	Timely Submission of SLA Reports	All SLA Reports (as in section 4.1.2.11) for the previous month shall be submitted by the 3rd day of the current month	<p>For a delay of each one day, a penalty of INR 500.00 on respective payment shall be charged and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of INR 500/- shall be done on Phase 3 payment and for SLA breach after phase 3, a deduction of INR 500/- will be done on respective quarterly payments.</p> <p>Payment milestone to be referred as in Annexure 12.</p>	<p>T+1 = 500 T+2 = 1000 And so, on (T = 3rd of every month)</p>
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2. SLA for Issue Resolution -

- For Any issues/bugs/defects related to the platform or Bot, there will be ticketing system where User Department will raise a ticket and Vendor needs resolve the same as per below SLA mentioned in the table.
- Vendor will deploy adequate support manpower at the user premises to maintain SLA.
- The following SLAs are independent of SLAs as in section 1.

Sl No	Severity	Issue Description	Resolution Time	Penalty
1	Critical	Conversational AI Bot deployed on the ESIC website and mobile applications is not functional.	4 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of INR 5000/- for every hour shall be done on Phase 3 payment and for SLA breach after phase 3, deduction of INR 5000/- for every hour will be done on respective quarterly</p>

				<p>payments.</p> <p>Maximum penalty amount accrued will be 25% of the Performance Security Amount.</p> <p>After that User Department may decide to forfeit the entire Performance Security Amount.</p>
2	High	<p>Any of the component (for e.g., Analytics Module, language options, voice input feature, welcome message by Bot) is not operational.</p>	8 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of INR 5000/- for every hour shall be done on Phase 3 payment and for SLA breach after phase 3, deduction for every hour will be done on respective quarterly payments.</p> <p>Maximum penalty amount accrued will be 20% of the Performance Security Amount.</p> <p>After that User Department may decide to forfeit the entire Performance Security Amount.</p>
3	High	<p>Conversational AI Bot is operational but has major performance issues as indicated below -</p> <p>Generally, Bot response time shall be within 2.5 seconds.</p> <p>Bot performance statistics shall be captured in the Analytics module of the platform as defined in the scope of work.</p> <p>If Bot response time is persistently high beyond the acceptable level, Bot is performing in erratic behaviour, then vendor needs to create a ticket and</p>	8 hours	<p>INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of INR 5000/- for every hour shall be done on Phase 3 payment and for SLA breach after phase 3, deduction will be done on respective quarterly payments.</p> <p>Maximum penalty amount accrued will be 20% of the</p>

		act on the issue immediately.		Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.
4	High	Any major security issue identified through independent security audit performed by third party. Vendor needs to address all the findings of the security audit in a timely manner.	8 hours	INR 5000/- per hour shall be charged (for every hour of delay in resolution of the issue) on respective payment and the same is clarified as under- For SLA breach during Phase 3 of the project, the deduction of INR 5000/- per hour shall be done on Phase 3 payment and for SLA breach after phase 3, deduction will be done on respective quarterly payments. Maximum penalty amount accrued will be 10% of the Performance Security Amount. After that User Department may decide to forfeit the entire Performance Security Amount.
5	High	Ticket created in the ticketing system based on feedback by end user (as defined in section 4.1.3.xv) shall be addressed within 8 hours of ticket generation.	8 Hours	INR 500/- per hour shall be charged (for every hour of delay in resolution of the ticket) on respective payment and the same is clarified as under- For SLA breach during Phase 3 of the project, the deduction of INR 500/- per hour shall be done on Phase 3 payment and for SLA breach after phase 3, deduction will be done on respective quarterly payments. Maximum penalty amount accrued will be 20% of the Performance Security Amount.

				After that User Department may decide to forfeit the entire Performance Security Amount.
6	High	Number of incidents reported of the nature (Sl No 1 to 4 of this table) are more than 2 incidents in a week in each category.	NA	<p>Penalty of INR 25000/- per incident shall be charged on respective payment and the same is clarified as under-</p> <p>For SLA breach during Phase 3 of the project, the deduction of INR 25000/- shall be done on Phase 3 payment and for SLA breach after phase 3, deduction will be done on respective quarterly payments.</p> <p>Payment milestone to be referred as in Annexure 12.</p>

Note 1- “Hours” mentioned in the above table is not working hours but general hours. Support duration expected is 24X7.

Note 2- The above-mentioned SLA can be modified by the user department in consultation with the vendor.

Note 3- Approved downtime to be excluded from SLA calculations as applicable.

Annexure 9: Deliverables

The project shall be executed in following phases as per overall scope defined in Section 4 of this document:

S. No.	Phase	Deliverables
1	Project Initiation (The day of submission of Draft Project Plan)	Draft Project Plan
2	Phase 1 Version Release	As defined in below table under Phase 1
3	Phase 2 Version Release	As defined in below table under Phase 2
4	Phase 3 Complete Go-Live in Production	As defined in below table under Phase 3

Phases	Deliverables
Phase 1	<ol style="list-style-type: none">1. The Phase 1 version is per se full-fledged Conversational AI platform with complete scope as defined in RFP Annexure 14 - Technical. The Phase 1 version platform shall be enabled to provide responses on all the content available on website, CMS, DB, and PDF files/documents.2. UAT to be performed based on given parameters by the User Department as defined in Section 18 of this RFP and UAT completion certificate to be issued on UAT completion of Phase 1 as per Annexure 18.
Phase 2	<ol style="list-style-type: none">1. The Phase 2 version release is per se full-fledged Conversational AI platform with complete scope as defined in RFP and with following specific conditions<ol style="list-style-type: none">(a) all deliverables as in Phase 1 with fixed/resolved issues and requirements (if any) raised by User Department in Phase 1 and(b) Deployment to be done in production environment for all users of the website, and,(c) the Chat bot of the ESIC website and Whatsapp, other mobile interface like Telegram etc., to be made live with:<ol style="list-style-type: none">i. All the PDF document level information.ii. The platform shall be enabled to train the Bot and provide responses for incremental data (data from CMS, DB, & PDF files) on daily basis business of ESIC.2. UAT to be performed based on given parameters by the User Department as defined in Section 18 of this RFP and completion certificate to be issued on UAT completion of Phase 2 as per Annexure 18. UAT completion certificate shall be restricted without UAT clearance as per scenarios and conditions as

	<p>defined in Section 18 of this RFP.</p> <ol style="list-style-type: none"> 3. The security audit report and certificate for the Conversational AI Platform from a CERT-IN empaneled auditor to be submitted on initiation of Phase 3- i.e before Go-live. 4. The third-party audit report and certificate for the audit of functional and performance parameters of Conversational AI Platform (as defined in section 4.1.3(xviii)) by a third-party auditor to be submitted during Phase 3- i.e before Go-live. 5. The audit report of SLA monitoring tool (as defined in section 4.1.2.11(v)) shall be submitted before Phase 2 release along with Phase 2 deliverables. 6. It must be noted that without the security audit report and certificate of the Conversational AI platform and audit report of SLA monitoring tool, the completion of Phase 2 shall not be approved and UAT completion certificate shall not be issued.
Phase 3	<ol style="list-style-type: none"> 1. The Phase 3 will be a Full fledge go live in the production environment and will consist of <ol style="list-style-type: none"> (a) Complete scope as defined in the RFP (b) all the scope, data sets defined in Phase 1 & 2, (c) Improvements in the platform and all additional requirements, bug fixes in Phase 1 & 2. and 2. UAT to be performed based on given parameters by the User Department as defined in Section 18 of this RFP and Completion certificate to be issued as per <u>Annexure 18</u>. Completion certificate shall be restricted without UAT clearance as per scenarios and conditions as defined in Section 18 of this RFP.

Annexure 10: Delivery Schedule

S. No.	Activity	Expected Delivery Period (From PO Acceptance date)
1	First activity will be “ Project Initiation ” as defined in Annexure 9 - Deliverables. Vendor will submit a detailed workplan covering the entire project schedule along with the PO acceptance. Workplan to include all the delivery milestones. (PO to be accepted within 2 weeks from the PO issue date)	D (PO Acceptance date)
2	Vendor needs to supply, install, and configure the entire Conversational AI platform, along-with the required infrastructure as defined in the scope of work and complete the deliverables as defined in Phase 1 (Phase 1 version release) , Annexure 9 . Delivery will only be considered as completed once work completion certificate is issued for Phase 1 by the user department.	D + 4 Weeks
3	Deliverables of Phase 2 (Annexure 9) Delivery will only be considered as completed once work completion certificate is issued for Phase 2 (Phase 2 Version Release) by the user department.	E= D + 8 Weeks
4	Security Audit reports (As per Section 4.1.5) and Third party audit report (As per Section 4.1.3) (Start of Phase 3)	F= E + 2 weeks
5	Deliverables of Phase 3 (Annexure 9) Delivery will only be considered as completed once work completion certificate is issued for Phase 3 (Complete Go-Live) by the user department.	F+ 2 Weeks

Annexure 11: Penalty

- a) Work & deliverables shall be carried out by vendor as per agreed workplan with the user department.
- b) Vendor shall ensure the timely delivery of different items/phases as mentioned in [Annexure 10](#).
- c) Deviation from delivery timeline (as per [Annexure 10](#)) will attract penalty as given below in next section.
- d) Delivery related penalties will be independent to operational penalties.
- e) The sum total of all penalty shall not exceed 10% of **total Purchase Order (PO) value**. In case the penalty amount exceeds the limit, ESIC reserves the right to cancel the Purchase Order or terminate the contract. On cancellation of Purchase Order, Performance Security Deposit and Balance payment of the vendor will be forfeited.
- f) Liquidated Damages - in case of termination of contract for failure in performance of delivery, the difference in the cost of implementing the project from another party to be engaged by ESIC shall be borne by the Vendor.

Penalty Clauses

- 1) **1.0% of the total Purchase Order (X as defined in Annexure 15)** will be charged per day for each day delay in submission of workplan as per the timeline given in [Annexure 10](#). This is subject to a maximum of **5 days of penalty deduction** beyond which ESIC reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.
- 2) **0.5% of the total Purchase Order (X as defined in Annexure 15)** will be charged per day for each day delay in delivery of Phase -1, 2, and 3 items to the user department as per approved workplan. Vendor must maintain the minimum delivery criteria as defined in the Scope of Work. This is subject to a maximum of **15 days of penalty deduction** beyond which ESIC reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit of the vendor will be forfeited.
- 3) **1.0% of the total Purchase Order (X as defined in Annexure 15)** will be charged in case any major cyber security incident or vulnerability identified through independent security-audit or reported by user. This is subject to a maximum of **3 incidents of penalty deduction** beyond which ESIC reserves the right to cancel the Purchase Order. On cancellation of Purchase Order, Performance Security Deposit will be forfeited. Also, once cyber security incident is reported then it shall be resolved by vendor as per the SLA timeline otherwise separate penalty will be levied for non-compliance of SLA.

Note: In order to prevent cyber security incidents and vulnerabilities, vendor shall update OS and Security patches regularly and implement solution upgrades as it is released time to time by OEM. Vendor must submit a monthly report on cyber security assessment of the Conversational AI Bot on ESIC website and mobile application and patch update/upgrade activities performed by the vendor

Annexure 12: Payment

- 1) Vendor shall raise invoice on completion of each delivery phases. Before raising invoice, vendor shall take approval of user department on the delivered work for which invoice is being raised.
- 2) Payment will be made as per the below payment milestone:

#	Description	Percentage of payment
Milestone 1	Completion of Phase 1	5%
Milestone 2	Completion of Phase 2	10%
Milestone 3	Completion of Phase 3	15% (Subject to SLA deduction)
Equal Quarterly payment post deployment of Phase 3 (up to 3 years completion from date of start of project)		Maximum up to 60% through equal quarterly payments (Subject to SLA deduction)
End of contract period (successful completion of O&M support)		10% (Subject to SLA deduction)
Total (X as defined in Annexure 15 on actual basis)		100%

Note 1- Payments which are to be made post completion of Phase 2 of deliverable, will be made after submission of security audit report from CERT-IN empaneled security auditor, functional and performance audit report (as in section 4.1.3(xviii)) and SLA monitoring tool audit report (as in 4.1.2.11(v)). If the platform is functioning properly after UAT, the payment can be released partially (maximum 75% of the eligible amount) even if any of the Audit process is pending or in progress.

Note 2- The payments will be subjected to SLA as defined in [Annexure 8](#).

- 3) Vendor must provide knowledge transfer to the user department after each phase otherwise the deliverable will not be considered as complete, and the respective milestone payment will not be made.
- 4) Penalty if any, will be imposed as per [Annexure 11](#) and [Annexure 8](#) and deducted from the payment as applicable. Vendor shall also submit penalty reports (as given in [Annexure 11](#)) generated from system for respective deliveries.

Annexure 13: Performance Security Deposit

A. Performance Security Deposit (Performance Bank Guarantee (PBG)) must be submitted by the successful bidder as per the below details -

S. No.	Item	Value
1	Validity	Performance Bank Guarantee (PBG) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank, or online payment in an acceptable form to be submitted by the Supplier remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including O&M support obligations- Rule 171(ii) of GFR 2017.
2	Instrument	One single deposit in the form of Bank Guarantee.
3	Amount	5% of the Total value of contract or Purchase Order.

Note:

- Selected bidder shall be required to give Performance Security Deposit within 15 days from the date of award of contract in GeM portal.
- Performance Security Deposit will be valid for a period of sixty (60) days beyond the date of successful completion of all the contractual obligations of the bidder including warranty support obligations as defined in this tender document.
- On completion of satisfactory contractual obligations and warranty support obligations as defined in this tender document, the Performance Security Deposit without any interest accrued shall be released to the vendor after ascertaining that satisfactory support has been provided during the warranty period.
- Performance Security Deposit will be released post deduction of any penalty (if so) for non-compliance of SLA terms (as defined in [Annexure 8](#)). In case there is penalty, only partial amount of the Performance Security Deposit will be released after reduction of the penalty amount as applicable.
- Performance Security Deposit may be forfeited under specific conditions as defined in this tender document.
- Performance Security can also be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects as per GFR 171.
- Performance Security Deposit to be issued for -
Beneficiary:
Director General, ESIC,
Employees' State Insurance Corporation, Headquarters,
Panchdeep Bhawan, CIG Marg,
New Delhi-110002

Annexure 14: Technical

Services to be provided for the end-to-end proposed Conversational as defined in the scope of work (Section 4 of this document) as per User Department requirements. For detailed requirement, please refer to the scope of work section for each work item mentioned below.

1. Initial set up and deployment of Conversational AI platform as per scope of work (Section 4).
2. Information & Application Security audit of the platform and audit reports- to be provided by vendor.

Technical Compliance of Conversational AI Platform:

S.NO.	FEATURES AND FUNCTIONALITY PARAMETERS	Phase 1	Phase 2
1	Deployment Options	On Cloud	
2	Provision for Unified Chat Bot development & management platform	Yes	
3	Availability of Omni channel bot deployment functionality	Website, Whatsapp	Telegram
4	Provision for Indian regional language conversation navigation in text	Yes Hindi, English and Hinglish (Hindi with some English phrases) and more schedule languages can be added as per requirement in future.	
5	Provision for International language conversation navigation in text	No	
6	Provision for Voice & Text Conversation Support	Yes	
7	Provision for Voice navigation on web channels	No	
8	Provision for Interactive voice response (IVR- voice to voice through phone contact centers – multi lingual)	No	
9	Provision for Email Automation	No	
10	Provision for Seamless transfer of chat to live agent with full conversation history	No Should be configurable for live agent in future.	
11	Availability of Agent console (chatbot use by live agent in contact centers for quick response)	-	Yes

12	Provision for Service ticket creation & management	Yes	
13	Personalization of conversation based on past conversation history & user profile	-	Yes
14	Provision for Chatbot navigate user to right webpage in parallel with user conversation	Yes	
15	Availability of Chatbot which supports fuzzy search	Yes	
16	Capability of Chatbot which search and navigate within unstructured documents	Yes	
17	Provision for customized UI (User Interface) and UX (User Experience) as per brand requirements and company policy	Yes	
18	Availability of Conversational analytics dashboard as part of platform	-	Yes
19	Provision for Customizable analytics reports with graphical output	-	Yes
20	Download of raw data and analytics report (in Comma-separated values (csv) format)	-	Yes
21	Provision for Web/Channel Push Notification	Yes	
22	Provision for Personalized web push messages to specific chat user segments	No	
23	Provision for Payment option nested within the chatbot to allow for end to end customer Journey & payment	No	
24	Provision for Task execution framework	Structured content	
25	Provision for API orchestration framework for trigger-based alerts	No	

26	Provision for Chain API requests and aggregate responses	Yes	
27	Provision for Chat Flows	Yes	
28	Provision for Automated actions (based on event data)	No	
29	Provision for API support	REST	
30	Provision for OAuth (Open Authorization) Key Support	Basic Auth	
31	Provision for Hybrid fundamental meaning augmented via machine learning	No	
32	Provision for Pause & resume intents	No	
33	Recognition of multiple intents and entity from single input	Yes	
34	Provision for Form-based UI for alternative entity collection (complex inputs)	-	Yes
35	Provision for Auto-NLP (Natural Language Process) enablement and extensibility (re-use model training)	Yes -	
36	Provision for Dialog builder that supports complex business logic execution	No	-
37	Availability of Mobile and Web SDK (Software Development Kit)	On Web SDK	
38	Provision for Full SDLC with sandbox environments	No	
39	Provision for Task-level version management	No	
40	Provision for Customizable feature set for intent training	-	Yes
41	Provision for Pre-built training models for common domains	-	Yes
42	Provision for Analytics & audit logging	-	Yes
43	Provision for Encryption key management w/ HSM integration	No	

44	Provision for Single Sign-On (SSO) & Active Directory (AD) Sync	Yes	
45	Ability for connectivity with back-end database	Yes	
46	Provision for Approval, assignment, & access controls	Yes	
47	Provision for Cloud connector for on-premise systems	NA	
48	Provision for Service health monitoring and logging	Yes	
49	Availability of Scalable infrastructure (horizontal scaling)	Yes	
50	Capability to maintain Sessions for conversations and allow users to come back to conversation at a later date	No	
51	Capability to identify channel of communication that user is engaging on	Yes	
52	Chatbot can be fully deployable on-premise if required without using any cloud services including NLP & Intent Recognition	NA	
53	Capability to mask PII (personally identifiable information) before leaving network	Yes	
54	Capability to support contextual and personalized auto-completion fields in the middle of a chat	-	Yes
55	Capability to convert natural language questions to structured query languages like SQL	Yes	
56	Provision for support users asking FAQ questions in the middle of a conversation	Yes	
57	Capability to perform image processing such as OCR in the middle of a chat	No	

58	Capability to display charts and maps within the chat interface	No -	
59	Any other additional features	Customer feedback, ratings	
60	Ability for NLU (Natural Language Understanding) and NLP (Natural Language Processing)	Yes	
61	Software tested for Concurrent User	Minimum 10 K and scalable	Slab base scheme can be proposed.
62	Operations, maintenance and Support	3 years from Phase 3 completion.	
63	Ability to dynamically update the Bot Answers with the latest updated information automatically so that the Bot is always up-to-date with the latest information	YES	
S.NO.	SUPPORTED HARDWARE REQUIREMENT PARAMETERS		
1	Minimum RAM Size required	12 GB	
2	Minimum CPU required	8	
3	Other specifications, if any	NA	
4	Operating Systems supported (Driver)	Android, Windows, Linux, Mac iOS	
5	Supported Devices	PC, Phone	
6	SSL Certificate	Yes	
7	Domain Redirect	Yes	
8.	Nvidia GPUs (if needed)		
S.NO.	Others		
1	Free Upgradation to Higher Version	Yes	
2	Valid License copy to be provided	Yes	
3	Software supplied through	Media (Internet Link)	
4	Certifications / Benchmarking of Software Products	NA	
5	Installation and Demonstration	Yes	
6	No. of days Training Provided at Site	5	5
7	No. of Software sold	NA	

8	No. of User Reference from the Government Department where software installed		
9	Details of Government Department email, phone no, of concerned authority where Software installed for above		

Note: A) Phase 1 – Time period 4 weeks for going Live.

Phase 2 - Time period 8 weeks after Phase 1.

B) The number of ages for indexing of Information within the documents (Including PDF documents) can be taken as 1 Lakhs.

C) Ownership & retention of Conversation AI platform & Models and information stored
- Deliver/transfer to Purchaser on termination/expiry of contract/ on Demand at any time by Purchaser.

Annexure 15: Financial Bid Proforma

Name of the Bidder:
Address of Bidder:
Contact Person:

Financial Bid Format

1. Table 1 -

Type of service (A) Conversational AI Platform	Rate (B) (in INR)
[(XA) Onetime platform setup cost (for overall scope & deliverables of this RFP) including Perpetual License fee, (XB) Cost for operations, maintenance, and support per annum, and (XC) Cost of Cloud Hosting/infra per annum] *	$X1 = XA + [3(XB + XC) **]$

*** Note 1** - Vendor needs to quote cost of XA, XB, XC and X1 separately in the financial proposal.

****** The Contract will remain effective for up to three years, with extension up to an additional six months at the sole discretion of ESIC, based on pro-rata pricing for the O&M Phase, following the go-Live date

Note 2 - if warranty support and hosting is extended beyond the actual contract (3 years), in that scenario, the cost component quoted for Warranty & Support (XB) and Cloud Hosting (XC) as in Table 1 shall remain same even for the extended period decided mutually between Vendor and User Department.

Note 3- The Vendor need to include the cloud hosting charges for the period (if any) before the final go live of the platform (completion of Phase 3) in the cost component (XA) as defined in Table 1 above.

Note 4 - The bidder to indicate the additional charges for Slab base scheme for concurrent users above 10,000 nos. as indicated in Annexure 14,

2. Table 2 -

Type of service (A)	Rate (B) (in INR)
Indexing of information within the documents (including PDF documents) on per page basis	X2

Note * - Information other than PDF (for example static, dynamic, and incremental business content ESIC website, DB records, CMS, DMS etc.) will be indexed and cost for the same is to be considered in Table 1.

Total Bid amount

For calculation of total bid value for evaluation purpose, it is assumed that approximate

Total Bid amount: X (in INR) = $X1 + X2 * 1,00,000$

1,00,000 pages (for PDF document level search) would be indexed during the contract period in this project. The actual pages of PDF documents to be indexed may differ and will be made on actual basis.

The amount **X (in INR)** as defined above will be considered for financial evaluation of bids as per [Annexure 6](#)

Details of Taxes applicable (Rate per page must be inclusive of all Taxes) -

S. No.	Description of Taxes (applicable) (In %)
1	
2	
3	
4	

Please carefully go through the below information:

- i. Prices in Financial Bid shall be quoted in the given format as mentioned above.
- ii. Financial Bids of only technically qualified bidders will be evaluated.
- iii. While quoting the final bid amount (X) vendor shall consider all related cost to meet the scope of work.
- iv. Final Bid amount (X) shall be quoted inclusive of all taxes. However, all the applicable taxes shall be explicitly mentioned as given in the financial bid format.
- v. Taxes applicable by Govt of India shall be paid on actuals only; same shall be reimbursed extra as applicable from time to time
- vi. Final Bid amount (X) shall be quoted in Indian Rupees and indicated both in number and words figure. Figures in words will prevail.
- vii. Successful bidder will be decided basis of the mechanism mentioned in the [Annexure-6](#).
- viii. If the total number of pages to be indexed as per scope of work for PDF document level indexing and parsing are more than 1,00,000; the cost per page (As quoted in Table 2, Column B) will have to be considered in the manner as per below table-

Page Count	Rate
Up to 1,00,000 pages	X2 (as quoted by vendor in Table 1, Column B)
More than 1,00,000 pages	Rate (as per the below)
Up to 10% increase in total page count over 1,00,000 pages	0.95*X2
Up to 20% increase in total page count over 1,00,000 pages	0.90*X2
Up to 30% increase in total page count over 1,00,000 pages	0.85*X2

- **For example** - if the total page count is 40,000, and bidder quotes rate per page (as in Column B, Table 1) as INR 20 then total amount will be = 40,000 x 20 = 8,00,000 INR.
- If the total page count is 1,20,000, and bidder quotes rate per page (as in Column B, Table 1) as INR 20 then total amount will be = (1,00,000x20) + (20,000x20x0.90) = 20,00,000 + 3,60,000 = 23,60,000 INR.

Annexure 16: Bank Details

Information to be given in company's letterhead and attach the Cross Copy of Cheque. This is required for crediting the amount in the bank.

A.	PARTY DETAILS: -	
1	Party Name (As Per Bank)	
2	Address	
3	City	
4	State	
5	Pin Code	
6	Telephone No. with Fax	
7	E-mail Address (for payment alerts)	
8	PAN No.	
9	Mobile No. (for payment alerts)	
B.	BANK DETAILS: -	
10	Bank Name	
11	Bank Type (RBI/SBI/PSB/PVT.)	
12	Branch Name, Address with pin code and Telephone Nos.	
13	Branch Code	
14	Bank Account No. (as appearing on the Cheque Book)	
15	Account Type (S.B. Account/ Current Account/Cash Credit etc.)	
16	Ledger No.	
17	7-Digit Bank BSR Code No.*	
18	9-Digit MICR Code No.	
19	12-Digit IFSC Code No.	

BSR Code is Mandatory.

Signature of the Investor/Customer

Date:

Certified that the particulars furnished above at Sl. No. 10 to 19 are correct as per our records.

Signature of the Authorized Official from the Bank

Seal of the Bank

Annexure 17 Change Request Form

All the Change Requests to be submitted and approved in the following format.

This form is divided into three sections. Section 1 is intended for use by the Vendor submitting the change request. Section 2 is intended for use by the Project Manager to document/communicate their initial impact analysis of the requested change. Section 3 is intended for use by the Change Control Authority to document their final decision regarding the requested change.

1.) SUBMITTER - GENERAL INFORMATION				
CR#				
Type of CR	<input type="checkbox"/> Enhancement	<input type="checkbox"/> Defect		
Project/Program/Initiative				
Submitter Name				
Brief Description of Request				
Date Submitted				
Date Required				
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High	<input type="checkbox"/> Mandatory
Reason for Change				
Other Artifacts Impacted				
Assumptions and Notes				
Comments				
Attachments or References	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	Link:			
Approval Signature 1			Date Signed	
Approval Signature 2			Date Signed	

2.) PROJECT MANAGER - INITIAL ANALYSIS		
Functionality Impact		
Hour Impact		
Duration Impact		
Schedule Impact		
Comments		
Recommendations		
Approval Signature		Date Signed

3.) CHANGE CONTROL AUTHORITY - DECISION				
Decision	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Conditions	<input type="checkbox"/> Rejected	<input type="checkbox"/> More Info
Decision Date				
Decision Explanation				
Conditions				
Approval Signature 1			Date Signed	
Approval Signature 2			Date Signed	

Annexure 18: Work Completion Certificate

Work Completion certificate will be provided for completion of each of the following:

- Phase 1 as per the scope of work (Section 4) and Annexure 9
- Phase 2 as per the scope of work (Section 4) and Annexure 9
- Phase 3 as per the scope of work (Section 4) and Annexure 9

Completion Certificate: Phase 1

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
4	Payment amount	
5	Completion of delivery of Phase 1 items	Yes/No
6	Expected date of completion	
7	Actual date of completion	
8	Security audit report and certificate	Yes/No
9	If penalty to be levied or not as per Annexure 11	Yes/No
10	Amount of penalty (if applicable for the deliverables as per Annexure 11)	Amount in INR.
 Name of User Designation: Signature: (With official seal) Date: _____		

Completion Certificate: Phase 2

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
4	Payment amount	
5	Completion of delivery of Phase 2 items	Yes/No
6	Expected date of completion of item 5	
7	Actual date of completion of item 5	
8	Security audit, Performance and functional audit and SLA tool audit reports and certificate by third party auditor	Yes/No
9	If penalty to be levied or not as per Annexure 11	Yes/No
10	Amount of penalty (if applicable for the deliverables as per Annexure 11)	Amount in INR.
<p>Name of User Designation: Signature: (With official seal)</p> <p>Date: _____</p>		

Completion Certificate: Phase 3

1	Vendor Name	
2	Project No.	
3	Purchase order no. & date	
4	Payment amount	
5	Completion of delivery of Phase 3 items	Yes/No
6	Expected date of completion of item 5	
7	Actual date of completion of item 5	
8	If penalty to be levied or not as per Annexure 11	Yes/No
9	Amount of penalty (if applicable for the deliverables as per Annexure 11)	Amount in INR.
<p>Name of User Designation: Signature: (With official seal)</p> <p>Date: _____</p>		

Annexure 19: Covering Letter for Bid

(To be submitted on the letterhead of the bidder)

To

**The Insurance Commissioner (ICT),
Employees' State Insurance Corporation,
Headquarters, Panchdeep Bhawan, CIG Marg,
New Delhi-110002**

Subject: Submission of Bid for Tender No. <<>>

Dear Sir,

This is to notify that our company is submitting bid in response to Tender No 'XXXXX' for selection of Vendors for <<>>>. Primary & Secondary contact for our company are as follows:

Particulars	Details
Company Name	
Primary Contact Name	
Title	
Address	
Phone	
Mobile	
Fax	
E-mail	
Secondary Contact Name	
Title	
Address	
Phone	
Mobile	
Fax	
E-mail	

We are responsible for communicating to the ESIC in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold ESIC responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with ESIC on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules, and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company agrees with terms and conditions of the tender and the procedure for bidding, evaluation, and selection.

We have enclosed the earnest money deposit as per the tender Conditions and we understand that it is liable to be forfeited in accordance with the provisions of tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to ESIC are true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled ESIC in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract.

We understand that you are not bound to accept any bid you may receive.

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

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

Annexure 20: Non-disclosure agreement

We hereby undertake that we will not disclose any information about the project, person associated with the project to anybody. We will sign detailed NON- DISCLOSURE AGREEMENT as and when desired by user.

WHEREAS we the undersigned Service Provider _____, having our principal place of business/ registered office at _____, are desirous of providing services under the terms and conditions as stipulated under Tender No. <<>> dated DD-MM-20XX<<>> **“Selection of Vendor for Conversational AI Platform”** (hereinafter called the said 'RFP') ESIC hereinafter referred to as 'Purchaser' and,

WHEREAS the Service Provider is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the Tender document during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser 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, money laundering typologies, 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 Purchaser.
2. Confidential Information does not include information which:
 - a. the Service Provider 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 Service Provider from a third party without any obligation of confidentiality.
 - d. the Service Provider is required to disclose by order of a competent court or regulatory authority.
 - e. is released from confidentiality with the written consent of the Purchaser.

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

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this Tender and thereafter only as expressly permitted herein.
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser 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, consortium members 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 Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents, and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider 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 Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider 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 Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser 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 Service Provider or its

Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall always remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser 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 Service Provider 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 Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction, and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. If the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party/anyone, any Confidential Information, or the contents of this Tender document without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.
9. Vendor shall ensure that entire data is deleted at their end, after getting confirmation from User. Before the closure of the project, entire data shall be deleted from Vendor's Infrastructure.

For and on behalf of:
(Service Provider)

Authorised Signatory
Name:
Designation:

Office Seal:
Place:
Date:

Annexure 21: Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting by any agency of Government of India or State Governments

DECLARATION CUM UNDERTAKING REGARDING BLACKLISTING/NON-BLACKLISTING

(Self-certification in company's letterhead)

I / We, Proprietor/ Partner(s) / Director(s) of M/S. _____ hereby declare that the firm/company namely M/s. _____, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. as on the date of bid submission by the firm /company.

OR

I / We Proprietor/ Partner(s)/ Director(s) of M/S. _____ hereby declare that the firm/company namely M/S _____ in the last three years, was blacklisted or debarred by any other Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. for a period of _____ months /years w.e.f. _____. The period is over on _____ and, as on the date of bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by ESIC and action will be taken as mentioned in Bid Declaration from.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm:

Date:

Place:

Annexure 22: Earnest Money Deposit

	Amount
EMD	Rs 6,00,000/-

Particulars	Amount (Rs.)	Draft/BG No.	Date	Bank	Branch
EMD	6,00,000/- (Rupees Six Lakh)				

Note:

- Bidders who fail to qualify the eligibility criteria given in the tender, the Earnest Money Deposit (EMD) will be refunded, without any interest accrued thereafter.
- In case of those bidders who are not selected, the EMD will be refunded without any interest accrued within 15 days after the award of GeM contract or expiry of bid validity, whichever is earlier.
- For the selected Vendor, EMD will be refunded within 15 days after the receipt of Performance Security Deposit

Annexure 23 - Format for Bank Guarantee for Submission of Earnest Money Deposit (EMD)

To
The Insurance Commissioner (ICT),
Employees' State Insurance Corporation,
Headquarters, Panchdeep Bhawan,
CIG Marg, New Delhi-110002

WHEREAS Employees' State Insurance Corporation (ESIC), having its Headquarters Office at Panchdeep Bhawan, CIG Marg, New Delhi in India has invited Request for Proposal (Tender No. XXXXX; Tender Title: **Request for Proposal for "Selection & Appointment of vendor for Conversational AI Platform" for ESIC**

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs 6,00,000/- (Rupees Six Lakhs) as Earnest Money Deposit.

3. M/s. _____ (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs 6,00,000/- (Rupees Six Lakhs)

4. NOW THIS GUARANTEE WITNESSETH THAT

We (Name of Bank), a company incorporated under the Companies Act, 1956 and also a banking company within the meaning of Section 5(c) of the Banking Regulation Act 1949, having its registered office at ---- ---- ---- ---- and one of the branches at ---- ---- ---- ---- (hereinafter referred to as the "BANK") do hereby agree with and undertake to the Employees' State Insurance Corporation, that in the event of the ESIC coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the ESIC, pay without demur to the ESIC, a sum Rs 6,00,000/- (Rupees Six Lakhs) that may be demanded by ESIC. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum Rs 6,00,000/- (Rupees Six Lakhs) and claims if any should reach to us on or before xx/xx/xxxx

5. We also agree to undertake to and confirm that the sum not exceeding Rs 6,00,000/- (Rupees Six Lakhs) as aforesaid shall be paid by us without any demur or protest, merely on demand received during the validity period of the Bank Guarantee from the ESIC on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the ESIC shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the ESIC, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and ESIC, pay ESIC forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the ESIC under this guarantee shall be independent of the agreement or agreements or other understandings between the ESIC and the Bidder. This guarantee shall not be revoked by us during its currency without prior consent in writing of the ESIC.

6. We hereby further agree that:

- a) Any forbearance or commission on the part of the ESIC in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the ESIC to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs 6,00,000/- (Rupees Six Lakhs)
- b) Our liability under these presents shall not exceed the sum of Rs 6,00,000/- (Rupees Six Lakhs)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to 180 days i.e. up to XX/XX/XXXX provided that if so desired by the ESIC, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. If any further extension of this guarantee is required, the same may be extended at our sole discretion to such required period on receiving instruction from M/s. _whose behalf this guarantee is issued
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto XX/XX/XXXX or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the ESIC alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before XX/XX/XXXX, all the rights of the ESIC against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Delhi, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

7. Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs 6,00,000/- (Rupees Six Lakhs)
- b) This Bank Guarantee shall be valid upto XX/XX/XXXX
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before XX/XX/XXXX at --
-----.
All your rights as well as our liability under this bank guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than XX/XX/XXXX.

Yours faithfully, _____
Authorized official of the Bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified.)

Annexure 24 - Format for Bank Guarantee for Submission of Performance Security Deposit

[Date]

To
The Director General ESIC,
Employees' State Insurance Corporation,
Headquarters, Panchdeep Bhawan,
CIG Marg, New Delhi-110002

Dear Sir,

PERFORMANCE BANK GUARANTEE - Conversational AI Platform

WHEREAS

M/s. (name of bidder), having its office at (address of the bidder), (hereinafter referred to as "the Bidder", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with ESIC (hereinafter referred to as "the Purchaser").

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(In words and figures)(hereinafter referred to as "the PBG"), being equivalent to 5% of the total purchase order/contract value and guarantee the due performance by the bidder as per the contract terms and conditions 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 the bidder.

In consideration of the fact that the bidder is our valued customer and the fact that he has entered 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:

1. In the event of the bidder fails to meet terms and conditions in accordance with the provisions of the contract, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum equal to PBG without any demur.
2. In the event of the bidder 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 equal to PBG without any demur.
3. Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether the bidder 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.

4. This Performance Bank Guarantee shall continue and hold good till 2 months after the completion of contractual obligations as per the contract.
5. We bind ourselves to pay the amount equal to PBG at any point of time commencing from the date of the said Contract till 2 months after the completion of contractual obligations as per the contract.
6. We further agree that the termination of the said agreement, for reasons solely attributable to the bidder, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
7. We hereby expressly waive all our rights to pursue legal remedies against ESIC.
8. 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.
9. 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.
10. 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
11. 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 the bidder upon intimation to you.
12. This Performance Bank Guarantee shall not be affected by any change in the constitution of the bidder, 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.
13. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR (in words and figures) 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.
14. 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.
15. We further agree that the exercise of any of your rights against the bidder to enforce or forbear to enforce or any other indulgence or facility, extended to the bidder 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 the bidder, during the entire currency of this guarantee.

16. Notwithstanding anything contained herein:

- i. Our liability under this Performance Bank Guarantee shall not exceed INR.....
(In words and figure).
- ii. This Performance Bank Guarantee shall be valid till 2 months after the completion of contractual obligations as per the contract; and
- iii. The date on which project/ contractual obligation are completed successfully will be as declared by ESIC and duly intimated to us by no other party but the ESIC, New Delhi.
- iv. 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 completion of warranty support for the project.
- v. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, fees, deductions or withholding of any nature imposts.
- vi. 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 forth mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

17. 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 202...

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 shall be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure 25 - Integrity Pact Form

(To be signed and submitted on non-judicial Stamp Paper of Rs 100/-)

(To be submitted as part of Technical bid in hard copy)

Tender Document No.

Tender No./ xxxx;

Tender Title: Request for Proposal for “Selection & Appointment of vendor for Conversational AI Platform” for ESIC

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India.

BETWEEN

Procuring Organization, Employees’ State Insurance Corporation through the Director General, for and on behalf of the Chairman, ESIC (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND

M/ s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

(1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from The Service Provider liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- (2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory

for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Head of the Procuring Organization.

- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by The Service Provider. The Service Provider shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself/ herself from that case.
- (5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and The Service Provider. The parties offer the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for The Service Provider 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- (2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- (3) If the Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- (5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name &
Address)

Witness 2:

(Name &
Address)