

Request for Proposal for a Unified Direct To Consumer (D2C) Digital Communication Platform

Bid Document number IHAT/LJO/2021-22/08/001

ROLLOUT OF UNIFIED DIRECT TO CONSUMER (D2C) DIGITAL COMMUNICATION PLATFORM

Content

1. Introduction	4
2. Objective	4
3. Scope of Work.....	5
3.1 Functional Specifications	5
3.2 Technical Specifications	13
4. Key Project Milestones and Timeline	21
5. Payment Terms & Schedule	22
6. Performance Guarantee	22
7. Eligibility criteria.....	23
8. Technical Proposal	24
9. Financial Proposal	28
10. Earnest Money Deposit (EMD).....	28
11. Criteria for Evaluation of Bidders	29
12. Pre-Bid Queries	33
13. Bid Submission	33
14. Award of Contract	33
15. General Instructions and Consideration	33
Annexure I: Technical Bid Proposal.....	35
Annexure II: Financial Bid Proposal	57
Annexure III: Draft Bid Agreement	63

Acronyms

- *Gol – Government of India*
- *MeitY - Ministry of Electronics and Information Technology*
- *RfP – Request for Proposal*
- *IHAT – India Health Action Trust*
- *UOM - University of Manitoba*
- *TSU - Technical Support Unit*
- *DoHFW - Department of Health and Family Welfare D2C – Direct to Consumer*
- *AMC - Annual maintenance charges*
- *MIS – Management Information System*
- *SC – Sub Centre*
- *PHC – Primary Health Care*
- *CHC – Community Health Care*
- *BCC – Behavioural Change Communication*
- *BA – Bid Agreement*

1. Introduction

India Health Action Trust (IHAT) aims at improving public health initiatives by supporting programs nationally and globally through comprehensive technical assistance in program planning, management and monitoring. IHAT has set up a Technical Support Unit (TSU) for the Government of Uttar Pradesh (GoUP) to provide techno-managerial assistance to improve the coverage of key reproductive, maternal, new-born, child health and nutrition (RMNCH+A) interventions and services in the state from the funding support of Bill & Melinda Gates Foundation (BMGF) through University of Manitoba (UOM), Canada.

IHAT believes that strengthening the existing health system is the best way to achieve sustained health outcomes at scale. It has developed a “theory of change” to guide its support to government in improving these health outcomes, and providing techno-managerial support lies at the core of this approach. IHAT transfers skills and knowledge to partners through embedded techno-managerial support, including hands-on orientation to gap analysis and prioritization; developing standards, systems and processes; monitoring and evaluation; and problem solving. Uttar Pradesh as a state is comprised of 18 Divisions, 75 Districts and 825 Blocks is the most populous state in India. Health infrastructure contains public and private centres (like sub-centre, primary health centre, district hospital and common health centre etc.) providing healthcare services across the beneficiary life cycle.

Health programs / mission teams are required to frequently deliver program services related messaging as well as run campaigns for their target beneficiaries by leveraging discrete digital systems (e.g. Kilkari for pregnant women using MCTS / RCH). In the absence of unified tools to send targeted and timely program-specific messaging and given the traditional limitations of mass media as a pre-dominant channel, such customized communication directly to the beneficiary at the last mile, is a challenge across health programs.

There is a growing need to effectively use digital communication to drive program services’ messages in the state; complimenting the existing IEC strategy of the Department of Health and Family Welfare (DoHFW).

In context of above UPTSU will identify and select an agency with a proven Unified Direct to Consumer (D2C), digital communications platform, with fully managed, software as a service basis for a proof of concept in the state of Uttar Pradesh for a duration of 20 months, catering to all the demand of the business requirement for the platform.

2. Objective

A unified direct to consumer (D2C) digital communication platform could increase the speed and reduce the cost of digital BCC. These kinds of platforms, which have been used by the private sector for customer relationship management for more than a decade, reduce the need for expensive, time consuming, un-interoperable, point solutions. Digital D2C communications platforms increase efficiency and impact by enabling much more targeted communications: the right message, delivered through the right communication channel (IVR, SMS, social media platforms, chat apps, chat bots, video downloads etc.), to the right target group, at the right time. We know that this is vital to ensuring that beneficiaries engage with content and increases the likelihood of achieving positive impact on knowledge, attitudes and behaviour.

A unified D2C platform could extend the reach of television and radio communications to low literate, low income families with basic mobile phones in media dark areas, making government communications more equitable and less exclusionary. It could also provide more detailed in-depth information related to mass media campaigns to television viewers via social media. And it could enable interactivity – i.e. rapid feedback loops, surveys and (automated) conversations with both practitioners and beneficiaries.

Uttar Pradesh (UP) has an agreed BCC Strategy and Roadmap for RMNCH+A Behaviours (2018 – 2021), which recognizes that technology must be harnessed to achieve uptake of relevant schemes and programs and address drivers of health-related behaviour, and can be further strengthened by supporting development of a clear strategy for digital BCC. A digital D2C platform, coupled with the skills to use it and an effective digital BCC strategy, could enable the Directorate of Family Welfare/State IEC bureau (the Directorate) in UP to rapidly and cost-effectively set up, roll out and assess the performance of multi-channel, multi-directional, data-driven, targeted, digital communication campaigns as an integrated component of this overall BCC strategy – both for base of the pyramid mobile subscribers and digitally literate mobile users with smartphones. This would make a considerable contribution to the efficacy of the current 2018 -2021 strategy, as well as informing the development of any follow-on strategy.

3. Scope of Work

The entire Scope of Work under the RFP constitutes selection of an Agency to provide a unified D2C platform Proof of Concept (PoC) to enable multichannel digital communication with target groups in the state of Uttar Pradesh using the software as a service model. A key requirement for this engagement would be that all data and hosting infrastructure must be located within India, on a MeitY empanelled CSP (the list of MeitY empanelled CSP is given on their website). **Platforms requiring data/infrastructure located outside India would not be eligible for this engagement.**

3.1 Functional Specifications

3.1.1 Requirement Overview

- The platform should already be integrated with/able to publish to the following channels:
 - IVR
 - SMS (including pushing video download links via SMS),
 - Social media channels (such as Facebook, Twitter). Provider to specify how each channel is supported, i.e. whether direct posts to beneficiaries is supported, conditions applying to different platforms and feedback mechanisms that can be tracked by the platform.
 - Chat applications (WhatsApp, Messenger, telegram, Slack, etc) via chat bots (including AI based),
 - Mobile app notifications and web notifications – Provider to specify how app/web notifications are supported, i.e. through API integration directly with the app, through a 3rd party via in-app adds, or other.
- The platform should provide key stakeholders with the ability to dynamically create target groups/beneficiary segments for different communication campaigns, based on filters.

Different levels of access to this functionality may be required (for example, based on location). Filters could include:

- Location,
- Gender,
- Mobile phone access and use (for example, smartphone users versus button phone users),
- Socio economic status
- Stage of pregnancy or child's age
- Health and nutrition needs
- Disease type,
- Vulnerability (high risk pregnancy for instance),
- Eligible couples/number of children etc.
- The platform should be able to send communication to most devices. Any dependency on the operating system of the device needs to be mentioned in the proposal document.
- The platform should be able to run multiple campaigns simultaneously and should support multiple channels for a single campaign (ex: Follow up SMS if IVR call is not answered OR A content link is pushed through WhatsApp or SMS if there is no response on IVR)
- The platform should have an easy to use drag and drop campaign management interface, accessible by key stakeholders with different levels of permissions, with functionality including the ability to:
 - Set up one-time campaigns
 - Set up recurring campaigns
 - Set up and schedule campaigns that occur in the future
 - Design the flow of campaign with single or multiple channels
 - Select a target group for the campaign
- A robust Content Management System (CMS) is required to manage campaign assets and templates
 - Audio, video, text and images should be supported by the CMS
 - Provider to specify the mechanism(s) through which content can be added to the platform
- The system which should be able to ingest data from multiple sources:
 - Sources of data could include offline data through SQL dump, XLS, CSV etc.
 - Or data from government database, which would be integrated through APIs. The integration would be based on REST APIs, where the platform needs to pull data on regular basis.
 - Data from various sources needs to be pulled into the system to create a temporary profile database for each campaign.
 - A robust online analytics and reporting system, accessible by key stakeholders with different levels of permissions, is required to track the performance of campaigns
- The platform should be fully managed as a SaaS, and should be fully functional so that all its features can be used during the PoC, including data segmentation, campaign setup

across all channels, content management, user management, reporting & analytics and communication through 3rd party channels

3.1.2 Channels

The platform should be able to send communication through multiple channels. Hybrid campaigns where more than one medium of communication is used as part of the same campaign should also be supported with failover support between channels – i.e. it should be possible to specify alternative channels for the same communication in the case that delivery on one channel fails.

a. Interactive Voice Response (IVR)

- IVR as a channel should be supported for both incoming and outgoing calls, where end user should be able to call the IVR, and the system should be able to make an outbound call
- The platform should support missed call, where users make a call to a number and the system disconnects the call without answering the call. The system should be able to capture the mobile number and take the necessary action as per the flow of the campaign.
- The system should be able to accept DTMF and voice input from users.
- The system should be able to support both incoming and outgoing calls at the same time.
- Multiple IVR based campaigns should be supported where more than one IVR based campaign will run simultaneously.
- There should be a provision to choose and change the long code for the campaign.
- The platform should have IVR based campaign templates which should be easy to customize, this includes but not limited to the following formats:
 - Quiz
 - Survey
 - Outbound campaign with DTMF input
 - Missed call campaign
- Opt-out and/or feedback should be supported via DTMF input and/or recording

b. SMS

- The platform should support both incoming and outgoing SMS
- Based on the profile of the end user, the option of sending personalized messages should be available
- Vernacular SMS should be supported (provider should share the list of languages supported)
- Any SMS longer than 160 characters should not be delivered in parts
- The platform should support and maintain SMS delivery reports
- There should not be any restriction on sending 3rd party multimedia links, where link consist of multimedia content which is hosted outside the platform

- The platform should be able to run interactive SMS campaigns. Under these campaigns' user can send and receive responses from the platform as per the campaign flow
- The platform should have SMS based campaign templates which should be easy to customize, this includes, but is not limited to the following formats:
 - Quiz
 - Survey
 - Interactive campaigns up to X-level
 - SMS broadcast
- Opt-out/feedback should be supported via incoming SMS

c. **Post Based Social Media platforms**

- Provider to share a list of post based social media platforms supported, along with what specific functionality on posting and feedback gathering is supported for each (e.g. Facebook, Twitter, YouTube, Instagram etc).
- Consent and privacy:
 - Integration with different communication channels should be according to the latest privacy policies and guidelines of each social media platform and ensure that integration continues to comply and is kept up to date.
 - There should be a consent mechanism (if applicable) before the platform pushes communication through these channels.
 - It is the responsibility of the platform provider to verify and track user consent and to maintain the required consent logs.
- It is the responsibility of the platform provider to keep track of any major feature changes in social media platforms, which might impact our campaigns and their outcomes.
- User responses to campaign communications should be logged and actioned as per the campaign flow.
- There should be templates for standard campaigns and possibility to create new templates.
- The platform should be capable of running hybrid campaigns – for example, where channels such as SMS are used in combination with social media campaigns.
- Functionality for managing multiple accounts

d. **Chatbots**

- The provider should share if the platform supports the following types of chatbots:
 - FAQ (Menu) based
 - Keyword based
 - Contextual
 - Others
- The chatbot development interface should be WYSIWYG (what you see is what you get) in nature with an easy-to-use interface to design user journey

- The chatbot should support text and multimedia content like audio, video, images, documents, and other content types which WhatsApp supports.
- The chatbot should support multiple Indian language fonts along with the Roman alphabet (English). The platform provider should detail the scope of multilingual support they can offer for WhatsApp chatbots in their proposal.
- Reports and Analytics: The platform should have chatbot specific reports, based on botlogs, which should include reports based on:
 - User journeys
 - Bot statistics (success/failure)
 - Keyword analysis
 - And other key parameters
- The provider should specify which delivery platforms are supported for chatbots – e.g. Popular IM channels, social media messaging, standalone web page, web widget, others

e. **WhatsApp and other IM platforms**

- Based on the popularity of WhatsApp, it is presumed that it will be the primary IM channel leveraged by the platform, along with the use of chatbots that use the WhatsApp Business API.
- The Provider (including third party) will need to be a Facebook/WhatsApp approved provider of WhatsApp Business API services.
- In case it is required, the platform provider would need to assist in setting up and managing the WhatsApp account for government. This also includes WhatsApp Business profile management like name, status, profile picture.
- Based on their experience, the platform provider needs to detail in their proposal recommendations for the best working model in terms of provision of number(s) to be used for WhatsApp
- Consent and privacy
 - The WhatsApp Business API user consent policy and guidelines should be followed.
 - It is the responsibility of the platform provider to store, verify and track user consent and to maintain the required consent logs.
- The platform should be able to maintain the delivery and read receipts of the WhatsApp messages.
- Provider should also list the other instant messaging channels that its unified D2C platform supports and what functionality is available via each IM platform in its proposal.

f. **Campaign Management**

- A feature rich user-friendly Campaign Management System, which should support various content types, based on the relevant channel, with the following features:
 - **User interface to setup campaigns:** The user interface to setup and manage campaigns should be WYSIWYG drag and drop easy to use and should have features like pause, resume or edit campaign

- **Templates:** The platform should have channel wise standard templates of campaigns that can be used as base to customize a campaign and option to create templates that can be used for future campaigns
- The UI should enable the **creation of hybrid campaigns**, where multiple channels can be used in the same campaign.
- The UI should enable the **configuration of automatic follow up features**, where an event is triggered based on a rule (Example: IVR call after no response to 3 SMS)
- The UI should enable content searches to select content for campaigns.
- The campaign management system should include versioning and rollback functionality.
- Scheduling
 - The platform user should have the option to push campaigns immediately or to schedule them in future.
 - The campaign manager should have an inbuilt scheduling mechanism.
 - The platform should have a feature for configuring recurring campaigns, where a campaign is triggered automatically after a fixed interval.
 - The campaign manager should be able to trigger a campaign if an event is realized.
 - The provider should confirm in its proposal whether user-based prioritization of campaigns is feasible.
- Creation of target groups
 - The campaign manager should have a data filtering mechanism to create a target group for the campaign.
 - It should be easy to set up a target group for a campaign using configurable data filters that can be applied using simple check box or drop-down options.
 - Target group management should be an integral part of the campaign manager where multiple target groups can be set up for multiple campaigns.
 - There should be an option where the platform user can cross verify the extracted data with the source data to ensure that the correct filter has been applied.
 - There should be an option to test the campaign before making it live, using test profiles. User can configure the campaign and select the test profiles as target group and run it with test profiles.
- Opt-out and feedback management
 - If a consumer opts-out from receiving communication or is deactivated from the source database then there should be a feature to remove these “consumers” from all target groups, irrespective of whether the campaign is live or not.
 - The platform provider’s proposal should include some detail on how it manages opt-outs and feedback on existing campaigns
 - Approval workflow
 - The campaign manager should have a configurable approval workflow, which supports hierarchies of approvals.
 - No campaign should go live until it is approved by the relevant users in the hierarchy.
- The platform provider should provide detailed workflow diagrams and architecture diagrams for its campaign manager in its proposal.

- The platform provider should already have an easy to use, detailed, step by step guide or user manual on how to use all the functionality of the platform, including:
 - how to set up campaigns using various channels,
 - upload data/database(s),
 - update content files,
 - query the MIS/use the BI tool and export reports etc.

g. Content Management System (Asset Management)

- A robust, tried and tested CMS is required to manage the assets to be used for campaigns.
- The CMS should support audio, video, image, text, or any other content type supported by the required communication channels.
- Multiple formats of each content type should be supported.
- The CMS must be closely integrated with the campaign manager.
- A well-organized content library, structured according to channels, should be the part of the content management system.
- The platform provider should provide detailed workflow diagrams and architecture diagrams for CMS in its proposal, including how content would be ingested into the system as individual items as well as bulk imports.
- Each content element should be uniquely identified.
- The provider should specify whether the CMS is proprietary or open source in its proposal.

h. Profile management, data ingestion and integration with external databases

- The platform should include an interface for managing the profiles of consumers. It should have features like:
 - Multiple profile list views based on rules/filters
 - Default segmentation recommendation and custom segmentation
 - Data upload and extraction through the interface
 - Single or multiple profile update feature
 - Functionality to manage consent for individual channels and campaigns if required in accordance with the existing and evolving norms for personal data management and protection.
- The platform should be capable of ingesting data in multiple formats. The platform should support data uploaded through CSV, ODBC, NoSQL database, text files and other possible formats.
- The platform should be capable of integrating with multiple heterogeneous databases in multiple locations, including potentially government databases.
- There would be an exhaustive list of profile attributes (Name, Age, Mobile No, Gender, Consent etc.) received via WEB services.

- The system should support these attributes and there should not be any limitation on the type of attributes.
- The system should have the flexibility to add new attributes if there are new additions to source databases or if the requirement arises to add new data items.
- The platform should maintain data integrity.
- The provider should clearly define the capacity of the platform, and the elements upon which capacity is dependent.

i. Data security

- As the data will include sensitive, personal information, the platform should be regularly audited and adhere to existing and evolving practices on personal data management and protection in India.
- The platform provider should detail its standard process for ensuring the security of the data it hosts and transmits in its proposal.
- Data should be encrypted and only accessible by authorized personnel.
- The platform provider should maintain all the transaction records such as CDRs and botlogs for the duration of the BA.
- The platform provider should provide its data purging policy, including system generated logs, database, transaction logs etc., with its proposal.
- All infrastructure used for the purpose of this engagement should be located physically in India and no applications or data should be stored on any infrastructure outside India.

j. Management Information System - Analytics

Reports and analytics are an integral component of any unified D2C digital communication platform. The platform should provide both descriptive and predictive analysis along with the follow reports and features:

- **User management:** The reporting system should have a secure online interface that provides permission-based access to a hierarchy of users based on geography and other parameters. Hierarchy - based user management should be supported where specific reports and analysis will be visible to platform users based on their user type. Admin users should be able to create new user and assign rights.
- **Online interface:** Which allows authorized users to generate (monthly, quarterly, annual, specific date range etc.), view and download aggregate summary reports in different formats (Excel, CSV, PDF).
- **Reports** should cover the various reports on performance of the reports:
 - Aggregate reports for campaigns
 - Line-listing reports for campaigns
 - Rejection reason reports for data shared by offline or online databases
 - Channel failover reports
 - Campaign wise performance
 - Channel wise performance
 - Which communication channel delivers the most reach

- Opt-out and feedback reports
- **Auto email functionality:** Which sends actionable line listing reports to authorized users after the campaign is concluded, or at defined trigger points
- **Online Analytics:** The platform should also have a feature rich analytics tool with visual representation of data (dashboards) in various graphs and charts, the platform should enable platform users to gain insights from campaign performance through various analysis including:
 - Channels
 - User behaviour
 - Campaign performance
- **Integration with third party BI tools:** The platform should support API based integration with third - party analytics engines hosted in external locations, such as Tableau.

The reports should be compatible with major operating systems such as MS windows, macOS and Linux.

k. Platform User Management

- Multiple levels of users (for example in a government IEC department) will be using the D2C platform. It should be possible to manage their access to various modules of the platform.
- It should be possible to give different user groups access only to the specific modules that they are authorized to use.
- There should be a user management module, accessible to “admin” user, which enables the admin to control the access levels and specifics of user groups.
- It should be possible to set up a hierarchy of users based on location and other criteria.
- Admin should have rights to create new users, manage rights and delete the users.

l. System configuration

- There should be a system configuration module, which can be used to manage the overall configuration of the platform.
- This module should be accessible to admin, who can use it for configuring parameters like number of retries, social hours of communication.

3.2 Technical Specifications

3.2.1 High level architecture

A unified D2C digital communication platform is required, which can be used to reach end users through multiple channels. These include conventional channels such as IVR, SMS, Email and USSD, along with social media channels such as Facebook, Twitter, WhatsApp, Messenger etc. The platform should be integrated via high speed leased lines with the mobile network operators to integrate with carrier-based channels and third-party applications, most of which are based on HTTPS protocol. The platform should be highly configurable, so that new channels can be

added, and new campaigns set up. Please see Figure 1 Below for a diagram of the expected high-level architecture.

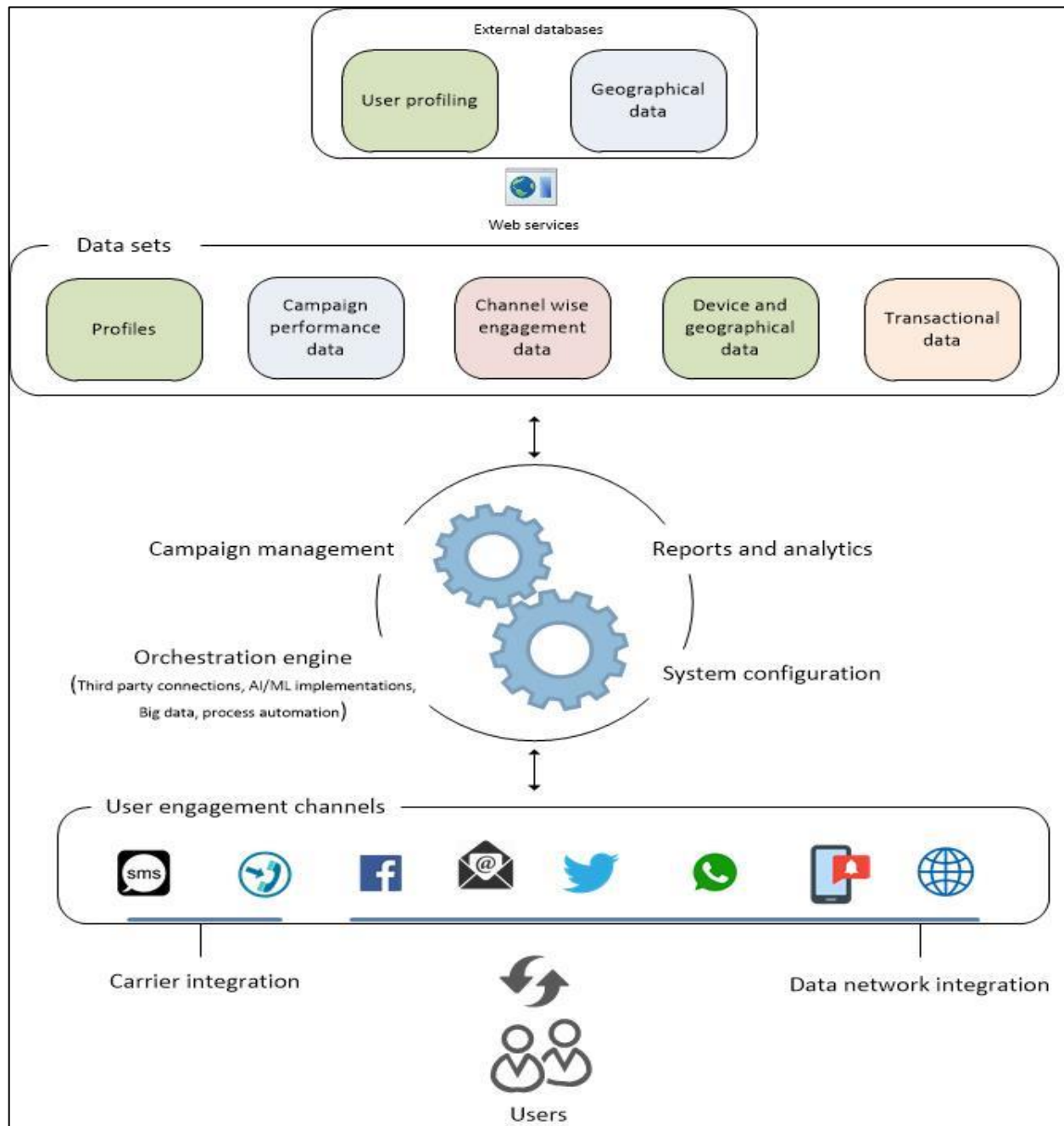
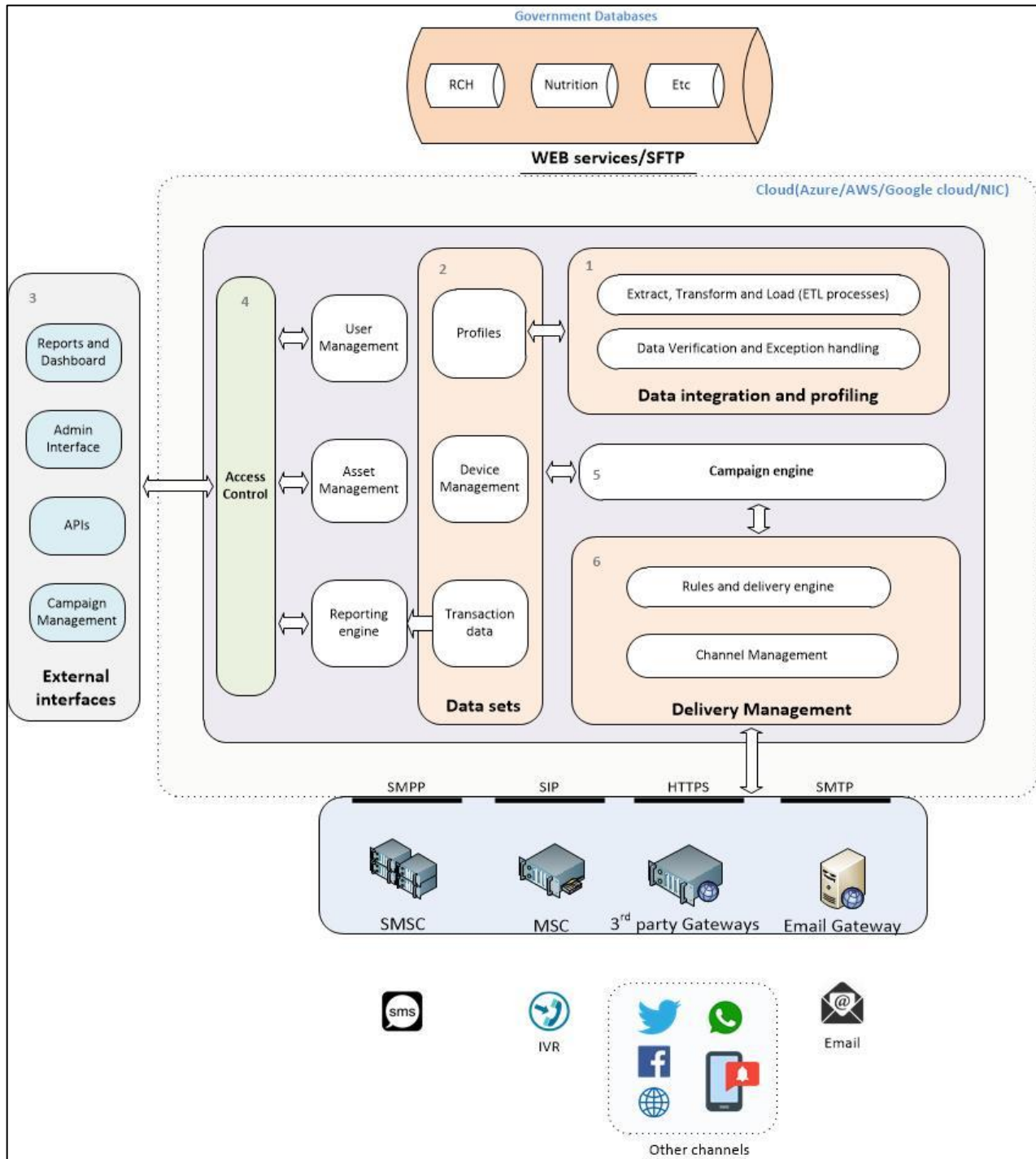


Figure 1: High level architecture

3.2.2 Modular view

D2C platform should support modular architecture, and the following modules which should be closely knitted to perform as a robust system:



- **Campaign Management System:** A feature rich user-friendly Campaign Management System, which should support various content types, based on the relevant channel.
- **APIs:** The platform should have an API-based architecture that supports any third-party integration. APIs should support JSON, XML, REST, POST etc. APIs should be exposed to integrate with any third-party system.

- **Access Control:** The admin should be able to create users with different permissions to design and manage campaigns. The permission system should support hierarchy-based access control for review and approval of campaigns before they are launched. Modules such as reports and analytics, campaign assets and access to data should also be through controlled user management.
- **User Categorization:** Raw data will be ingested or acquired in various formats. The platform should have modules to process the data and generate user profiles, which are further used to create target groups for campaigns. The system should be capable of integrating with various govt databases and should support various formats for uploading data and protocols for integrating with external systems.
- **Data Management:** All the data, which is either acquired, uploaded, or generated by the platform, should be managed by a data management module. The platform should be able to categorize the data and maintain data sets including:
 - Transactional data
 - Device-based data
 - System logs
 - Campaign-based logs etc.

The data generated is processed through ETL (Extract Transform Load) processes and is used for campaigns, MIS, Analytics, monitoring and troubleshooting purpose.

- **Rules and Delivery Engine:** The platform should have a rules management module to filter data. It should also support data filtering to segment and restrict the data to be used by each campaign, to manage channels and TPS etc. The platform should include a delivery module to manage the delivery of campaigns and manage the TPS of individual communications channels.
- **Channel Management:** The platform's integration with various communications channels should be managed by a channel management module. The platform should support channels based on protocols such as SIP, SMPP, HTTP etc. and should support integration with third-party social media and chat application communication channels, which will enable the platform to run campaigns on the following channels:
 - IVR and SMS (including pushing video download links via SMS),
 - Post based Social media channels (such as Facebook, Twitter, Instagram, others),
 - Chat applications (WhatsApp, Messenger, Telegram) via chat bots (including AI based),
 - Mobile app notifications and web notifications
- **Reporting Engine:** The platform should have a reporting engine to process the data generated by the system and by integrated third party platforms, and to create various reports on the performance of campaigns, user behaviour, channels etc.

- **Device Management:** End users will own or have access to a variety of devices. Thus, the platform should have a device management module that can understand trends in the usage of various devices and ensure that compatible content is shared with the correct device.
- **Asset Management:** Assets including audio, video, images, documents, HTML files, text files etc. will be stored in the platform and will need to be maintained. The platform should support versioning of the content and features to avoid rewriting of the assets.

3.2.3 Source data requirements

The D2C platform will need to ingest data from various sources in various formats and may need to integrate with various government databases to acquire datasets to maintain user profiles. The data elements/fields in this source data will vary based on the government database and type of campaign. The platform provider should detail in its proposal the capabilities of its platform to:

- Sync data through APIs, where a third-party system will push the data.
- Integrate web services to fetch data from a government database.
- Filter and reject data before ingesting it in the system.
- Accept and process data through SFTP.
- Connect RDBMS servers such as MySQL, Oracle, SQL Server, PostgreSQL.
- Connect data warehouse systems like Teradata, InfiniDB etc.
- Upload data through text files, Excel, CSV and other popular text editor tools which can be used to upload the data

3.2.4 Hosting

The unified D2C platform should be provided on fully managed SAAS (Software as a Service) basis. This should include:

- A fully functional unified D2C platform hosted on a cloud in India, or on the platform provider's physical hardware in a data center in India.
- The platform must be hosted by a [MeitY empanelled CSP agency](#). The bidder should visit the MeitY website and confirm from the empanelled CSPs.
- Multi-platform user access to the campaign management system should be over HTTPS.
- The platform provider should detail options for accessing the platform over IP or Domain in its proposal.
- The platform provider should describe the comprehensive hosting architecture in its proposal, including instances/modules which are running at multiple locations.
- In case of multiple locations, all the locations should be in India only.
- If the platform is hosted at multiple locations, the service provider should describe in detail all the data processing processes.

3.2.5 Bandwidth (TPS)

- The platform provider should share the transaction bandwidth of the specific instance rented to us, which would include the cumulative bandwidth of all channels supported by the platform.
- Individual TPS of each channel should also be detailed in the provider's proposal.
- There should be a mechanism to identify the number of customers we reach without crossing the level of bandwidth contracted for this PoC. The purpose of this feature is to design an effective campaign through which we can reach a maximum percentage of the target group. There could be multiple campaigns running in parallel with different set of target groups. The count (number of end users to be reached) of each target group could vary.
- The platform provider should share the distribution mechanism of bandwidth across campaigns for the same channel, there should not be a case of un-attempted users if the number of users to be reached are within the assigned capacity of POC.

3.2.6 Backup and recovery

- The platform provider should include a well-documented, detailed, tested, proven backup plan in its proposal, including the time required to retrieve data from different types of backup systems.
- The system must support multiple levels of backup.
- The system must support the full back up of all data, content, and related service configurations.
- The platform provider should specify supported frequencies of back up e.g. daily, weekly etc. in its proposal.
- The system must support incremental backups of all data, content, and related service configurations since last full backup.
- The platform provider should specify supported frequencies of incremental back up e.g. hourly, daily etc. in its proposal.
- The platform must support rollback on production systems in case of major corruption of data and the time required to rollback should be specified.
- The platform provider should specify the incremental and full roll back time limit.

3.2.7 Data storage and archiving

Data storage and archiving policy to be shared by the platform provider in their proposal, which should include:

- How and where will the data be stored?
- What is the frequency of data archiving?
- Where is data stored after backup?
- How is data transferred within and outside the network?

Note: All data storage, including backup must be physically located in India.

3.2.8 Data protection & security

The platform will be hosting sensitive, personal data collected by the Government of Uttar Pradesh. It should protect data in any state, and support most encryption methods as follows:

1. Data at rest, also disk level encryption.
2. Encryption of back up files.
3. Encryption at the time of transit, to support SSL and other encryption methods.
4. Database, application, and specific field level encryption.

The platform should be compliant with existing and evolving practices on personal data management and protection in India and the provider should detail all the features that the platform has to protect data loss or compromise.

The platform provider should share supportive certificates of various compliances as an attachment to its proposal to demonstrate that the system has been designed and is capable of protecting the security and privacy of individual's data.

3.2.9 Logs, CDRs and TRAI Regulations

The platform should maintain & share all logs and data:

- Received through web services
- Transactional logs
- Rejected data
- Channel wise consent data
- Call Detail Records
- Bot logs
- SMS transaction logs and delivery reports
- User journey
- User preferences
- CMS access logs
- Any data, which needs to be maintained as per TRAI regulations or as per rules and regulations issued by various agencies from time to time.
- Data should be kept for the duration as per the regulations and data archiving & purging policy should be mutually agreed.

3.2.10 Requirements for telecom resources and integration with third party channels

The platform provider should describe in its proposal and share as attachments to its proposal the following:

- Registration with mobile network provider (MNO) for Digital Ledger Technology (DLT.)
- Documentation and registration for allocation of telecom resources such as long code, SMS headers and templates.
- It will be the responsibility of platform provider to liaison with MNOs for approval of SMS headers and templates.

- Documentation and approval for integration with social media platforms and chat apps including WhatsApp as a WhatsApp Business approved service provider (including third party)
- It will be the responsibility of platform provider to liaison with the chat application providers, such as WhatsApp Business, for approval of templates and profiles.
- The platform provider should share the detailed processes and documentation required to use third party channels as attachments to its proposal.
- It will be the responsibility of the service provider to liaise with third-party channel providers for all process, approvals, billing & invoicing and operational support.

3.2.11 Operational and Service Level Agreement requirements

The platform provider should include details of how it will meet the following requirements for management and support:

- The platform provider should detail its approach to providing technical support for the platform and its integration with third party platforms in its proposal, including any dedicated resources, along with their roles and responsibilities, if required.
- The platform provider should detail how complaint and incident reports will be shared at pre-defined intervals in its proposal.
- The platform provider should share its standard SLAs and issue handling/escalation process and matrix overall, and with details for each channel, as an attachment to its proposal.
- Details are required for monitoring mechanism to be used by the support team.

3.2.12 Security audits

The platform provider should share the most recent security audit reports for the platform as an attachment to its proposal, and note whether its platform has ever been audited by a government auditing agency. The platform provider will describe in its proposal how frequently internal and external security audits are carried out.

3.3 Placement of Technical Resource with UPTSU:

The vendor shall also provide a dedicated team to support the D2C platform at UPTSU. Specifically, a Program Manager / Senior Specialist shall be aligned by the vendor with the TSU solely to support this project (100% time allocation, based in Lucknow). This person will have overall accountability for managing and delivering on the technical support and coordination required for the D2C PoC as prescribed by UP TSU. S/he will be responsible for developing and managing effective relationships with the donor, government in case required, partners and stakeholders. S/he shall closely work with the implementation team to prepare a detailed PoC plan and seek relevant data as required. S/he shall also ensure relevant internal teams are looped in/sought approval from as required during the course of the PoC.

3.4 In addition, a SPoC / Relationship Manager from the vendor's end (to include L1,L2, L3 support) should be clearly assigned as the single point of contact to coordinate all technical support, handholding, services and capacity building requirements from the vendor's end.

Details required for the team have been shared in Annexure I4.

4. Key Project Milestones and Timeline

Sl. No.	Particular	Deadline
1.	Issuance of RfP document	13-08-2021
2.	Pre-Bid meeting with bidders (if required)	23-08-2021 at 15:00 hrs on Zoom
3.	Last Date for seeking queries, if any	22-08-2021; 23:59 hrs
4.	Response to Queries	25-08-2021
5.	Start date and time for bid submission	30-08-2021; 00:00 hrs
6.	Last date and time for bid submission	14-09-2021, 18:00 Hrs
7.	Date and time for opening of Technical bids	16-09-2021
8.	Presentation by bidder on technical proposal	to be intimated later
9.	Date and time for opening of Financial bids	to be intimated later
10.	Validity of Proposal	Proposals must remain valid for 90 days after the submission date
11.	Address for submission of Bids	Director (IT) IHAT 404, 4th Floor, Ratan Square Building, Vidhan Sabha Marg, Lucknow, PIN- 226001
12.	Contact Details	procurement@ihat.in

Note 1: IHAT reserves the right to change the dates mentioned in this document, which will be communicated to the bidders.

Note 2: The bids are to be submitted offline. Bidder may download Tender Document along with terms and conditions from IHAT website <https://www.ihat.in/>. However, for participating in the tender, it is mandatory to download & submit the tender offline only. The bidders are requested to submit their bids prior to last date of submission to avoid non-submission of their bids due to any unforeseen reason in last moments or any reason whatsoever.

IHAT reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever. The vendor submitting the proposal in response to RfP, shall hereinafter be referred to as “Vendor, Bidder / Vendor” interchangeably. UPTSU will not be liable for any costs incurred by the bidder in the preparation of the response to this RfP. The preparation of bidder’s proposal will be made without obligation by UPTSU to acquire any of the items included in the vendor’s product, or to select any vendor’s proposal, or to discuss the reasons why the bidder’s proposal

is accepted or rejected. All information included by the bidders in their proposal will be treated in strict confidence.

5. Payment Terms & Schedule

- i. Advance payment will not be considered.
- ii. Payments shall be made on quarterly basis. The shortlisted vendor / bidder will raise invoice in April, July, Oct and Jan of every year. The invoice will have the following components:-
 - a. Fixed charges for the platform for the quarter.
 - b. Charges for the D2C Human resource aligned to the project, as applicable.
 - c. Charges for the various channels like IVRS, SMS, Whatsapp, Email etc. as per actual usage.
- iii. The payments shall be made within 30 days by IHAT, in case the invoice is in order.
- iv. The shortlisted bidder / vendor shall be liable to set up the D2C platform as per the requirements laid down by IHAT. IHAT will sign off on the platform configuration after it is setup. Payments / billing cycle shall commence from the date of signoff.
- v. Currency: The price is payable in local currency i.e. Indian Rupees.

#	Parameter	Timelines	Payment
1	Provisioning of senior specialist at Lucknow for managing the platform	Within 7 working days from the issuance of LOA or BA signing	Nil
2	Provisioning of customised D2C platform instance to UPTSU	Within 30 working days of LoA or signing of BA	Nil
3	Operational Acceptance and Functional testing	Within 7 working days after D2C platform has been handed over to UPTSU	Nil
4	Operation and Maintenance phase	For a period of 1 year for signing of CA	Quarterly Payment (QP) for a period of 1 year.

6. Performance Guarantee

The Bidder shall at its own expense, deposit with IHAT, within 30 days of the notification of award (done through issuance of the Purchase Order / Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) in favour of "INDIA HEALTH ACTION TRUST (IHAT)" from Nationalized / Scheduled Bank as per the format placed at Annexure III Para 23 of this Bid Document, payable on demand, for the due performance and fulfilment of the BA by the Bidder. This Performance Bank Guarantee will be for an amount equivalent to 10% of total value

(for 1 year) based on which the contract has been awarded. The Bank Guarantee will be valid for a period of “XX “Year/Months from the date of signing of the BA.

7. Eligibility criteria

7.1 Interested bidders must carefully read the minimum criteria of eligibility provided herein.

Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation.

7.2 To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

#	Eligibility Criteria	Documents to be Submitted as part of Technical Bid
1	The Bidder should have successfully executed or is executing minimum 3 projects comprising of design, development, integration, implementation, operations and maintenance of D2C projects, in the last 5 years as on the last date of bid submission to government, semi-government bodies, PSU bodies. The minimum value of each project should be INR 20 lakhs.	Work Order/ Phase Completion certificate <i>Outline of the relevant experience can be found in Annexure12</i>
2	Bidder must have at least 25 full time technical employees in its pay roll. The technical skills of these employees must cover all aspects of D2C platform from content management, campaign management, platform management, architectural design of D2C and analytics.	Self-undertaking, with list of employees
3	Bidder should be registered in India under companies Act 1956/2013 or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Certificate of incorporation
4	Bidder should not be blacklisted by Multi-Lateral Funding Agency / Govt. Of India/ any State Government / PSU's as on the date of bid submission	Self-undertaking
5	The Bidder must have a minimum annual turnover of Rs. 2 Crore every year in the last three financial years from D2C and related Services.	Self-certified copies of the balance sheet and profit & loss statement/CA Certificate for the last 3 completed financial years, clearly highlighting the turnover from D2C services
6	The Bidder must have positive net worth in last one financial year	Self-certified copies of the balance sheet and profit & loss statement/CA Certificate of last financial year

7	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration in this regard by the authorized signatory of The Responder
8	The bidder will not Sub-Contract the work/contract awarded. An undertaking to this effect has to be submitted by the successful Bidder.	Self-undertaking
9	The bidder should have ISO 9001:2008 certification OR ISO 27001 Certification.	Copy of ISO certificate
10	The Bidder should possess minimum CMM level 3 certifications which are valid as on last date of bid submission.	CMM level certification document
11	All data and hosting infrastructure must be located within India for the bidder. Platforms requiring data/infrastructure to be located outside India would not be eligible for this engagement. The hosting environment should be MeitY approved for hosting government data. Refer to the MeitY website for the list of empanelled CSPs	Hosting related documentation
12	The platform should support Hindi, English for SMS, Whatsapp and other text-based channels	self certification
13	Device Manager: The platform should be able to support a variety of handsets ranging from basic handsets to smartphones	Give detailed documentation of how the system can identify the type of handset and set up campaigns based on the type of handset

7.3 Eligibility criteria for compliance is listed at Annexure I5.

8. Technical Proposal

8.1 Bidders shall submit the Technical Bid in the formats specified in Annexure -I7 (the "Technical Bid").

8.2 Bidder shall furnish as part of Technical Bid, documents establishing its technical qualification as specified in Annexure I, to be eligible for the D2C platform as a service. The Bidder shall submit all documentary evidence in a pdf format in support of the information furnished, as given below.

#	Technical Criteria	Required Documentary Evidence
1	Qualifications of proposed senior specialist / support staff being deployed for the project to be embedded within the TSU:	Detailed Resume of the consultant

	a. Post-graduate in relevant field (B.E. / B.Tech / M.C.A / M.B.A.) with minimum 10 years of experience in IT preferably in the social sector	Refer to Annexure I4 for further information
	b. Citation of at least 3 projects with a project component in following categories:	
	· Direct to consumer projects	
	· Government/Semi-Government/PSU	
2	Integrated IVR platform: The provider has verified that they have inhouse proprietary IVR platform or integrated through partner third party IVR solution provider	Refer to Annexure I7
3	Integrated SMS platform: The provider has verified that they have inhouse proprietary SMS platform or integrated through partner third party SMS solution provider	Refer to Annexure I7
4	WhatsApp Business API integration: The provider has to verify direct connectivity with the WhatsApp Business API and is an authorized reseller of WhatsApp or if WhatsApp is integrated third-party solution provider and has Whatsapp chatbot functionality	Refer to Annexure I7
5	The provider has an in-house proprietary AI chat bot platform or an AI chatbot platform built using an open-source platform or provided by a third party.	Refer to Annexure I7
6	The platform provides APIs, that are available off the shelf for integration with external analytics tools like Tableau and Power BI	Refer to Annexure I7
7	Profile management, data ingestion and integration with external DBs: The platform provides a robust profiling engine as part of the D2C platform for registering beneficiaries, including consent taken via other channels with flexibility to define custom fields	Refer to Annexure I7
8	The platform provides other channels such as Email, Telegram, Facebook messenger, Signal, Instagram and Twitter	Refer to Annexure I7
9	Availability of Social media platforms & chatapps other than WhatsApp	Refer to Annexure I7
10	Availability of Campaign Management functionality	Refer to Annexure I7

11	Availability of Content Management System (CMS) functionality	Refer to Annexure I7
12	Data security	Refer to Annexure I7
13	Management Information System and Analytics	Refer to Annexure I7
14	Platform User Management	Refer to Annexure I7
15	System Configuration	Refer to Annexure I7
16	Key platform components	Refer to Annexure I7
17	Source data requirements	Refer to Annexure I7
18	Bandwidth (TPS)	Refer to Annexure I7
19	Backup and recovery	Refer to Annexure I7
20	Data storage and archiving	Refer to Annexure I7
21	Data protection & security	Refer to Annexure I7
22	Logs, CDRs & TRAI regulations	Refer to Annexure I7
23	Regulatory requirements for telecom resources and integration with third party channels	Refer to Annexure I7
24	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration in this regard by the authorized signatory of The Responder
25	The bidder will not Sub-Contract the work/contract awarded. An undertaking to this effect has to be submitted by the successful Bidder.	Self-undertaking
26	Bidder should not be blacklisted by Multi-Lateral Funding Agency / Govt. Of India/ any State Government / PSU's as on the date of bid submission	Self-undertaking
27	SLA provide availability of 99.5% services for the D2C Platform for campaign management, whatsapp,e-mail, SMS, IVR	Self- undertaking (refer to table below)

8.3 SLA for D2C Platform

The following support SLAs would be applicable:

1. 24/7/365 days of unlimited support
2. Total penalty will be restricted to maximum 10% of the total Monthly payment

Category of problem	Acknowledgment time	Response Time	Service Restoration Time	Issue Resolution Time	Penalty
Category 1	15 minutes	Within 1 hour	As per SLA uptime requirement. If problem continues beyond 1 hour, update on status of resolution will be communicated with stake holders every hour till service is restored.	Within 6 working hours	After 6 hours - Every 2 hours 0.5% of monthly payment
Category 2	15 minutes	Within 2 hours	As per SLA uptime requirement. If problem continues beyond 2 hours, update on status of resolution will be communicated with stake holders every 2 hours till service is restored.	Within 12 working hours	After 12 hours - Every 4 hours 0.5% of monthly payment
Category 3	30 mins	Within 4 hours	N/A.	Response email with explanation within 24 working hours or on call	After 24 hours - Every 6 hours 0.25% of monthly payment
Category 4	30 mins	Within 8 hours	N/A	Response email with explanation within 48 working hours	NA

The issues that are identified either by the vendor or by the users of the interface, which would need resolution, are expected of to fall under one of the following categories:

Category Level	Problem Description
Category 1:	Availability for each of the provisioned resources: $\geq 99.5\%$ measured on a monthly basis. System is unavailable – mobile interface or on web interface or both depending on the application. High-impact bugs.

Category 2:	Major malfunctions in the System, where the malfunction prevents the use of core highly-used functionality. These are faults that cause a substantial degradation of service. Any end user impacting issue that risks end user confidence in the system. The highly used functionality will include IVRS, SMS, Whatsapp and Chatbot.
Category 3:	Minor bugs in system functionality which do not impact core usage of the system. These problems do not have a serious impact on workflow or usage and can often be avoided by using an alternative procedure to perform the same functionality. Bugs of cosmetic nature are also in this category.
Category 4:	Questions about the usage or behavior of the System that cannot be answered by studying the standard System Documentation. These issues typically are user education related rather than technical (software code) issues.

9. Financial Proposal

The bidder is required to quote the total project fee for the aforementioned scope of work (inclusive of OPEs and any other taxes, except GST) as part of the Financial Bid, and to provide a detailed modular breakdown of costs including: 1) a breakdown of costs by **set up fee** versus ongoing **operational costs**, detailing the fee for technical support and any other types of support separately 2) Telecommunications costs and transaction costs by channel by slab. No additional amount (except applicable GST) will be payable during the course of the assignment. Only once the Technical Proposal is ascertained to be qualified, corresponding Financial Proposal would be opened.

Financial Bid Format is at Annexure II

10. Earnest Money Deposit (EMD)

An EMD of Rs. 50000.00 (Rupee Fifty Thousands only) in the form of Demand Draft (DD) drawn in favor of **India Health Action Trust**, payable at **Lucknow** has to be submitted along with the proposal.

- i. Proposal not accompanied by EMD shall be rejected as non-responsive.
- ii. No interest shall be payable by IHAT on the sum deposited as EMD.
- iii. No bank guarantee will be accepted in lieu of the earnest money deposit.
- iv. The EMD of the unsuccessful bidders would be returned back without interest within 90 Days from the date of closure of the bid.
- v. The EMD for the successful bidder shall be returned once the PBG has been submitted by the vendor as part signing of the BA

The EMD shall be forfeited by IHAT-UPTSU in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the Firm(s) thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to IHAT- UPTSU after opening of Bid / Proposal during the validity period or any extension thereof.
- iii. If the Firm(s) tries to influence the evaluation process.
- iv. If the first ranked Firm(s) withdraws its proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Firm(s).
- v. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- vi. If the Successful Bidder fails to execute the Agreement.

11. Criteria for Evaluation of Bidders

The successful Agency will be chosen based on the basis of QCBS (Quality & Cost Based Selection) with the Technical and Financial weightage at **70** and **30** respectively.

11.1 A two-stage procedure shall be adopted in evaluating the proposals:

Stage 1 – Technical Bid Evaluation

Stage 2 – Financial Bid Evaluation

Technical Bid Evaluation (Stage-1)

- i. The technical evaluation emphasizes on the degree of confidence of the Evaluation Team in the proposal content and the Bidder's capability to deliver the outputs effectively.
- ii. This evaluation shall be carried out on a total score of 100 on the basis of the following mentioned criteria.

Technical Evaluation Criteria and associated marks are mentioned as below:

#	Technical Scoring Criteria	Scoring
1	The Bidder should have successfully executed or is executing minimum 3 projects comprising of design, development, integration, implementation, operations and maintenance of D2C projects, in the last 5 years as on the last date of bid submission to government, semi-government bodies, PSU bodies. The minimum value of each project should be INR 20 lakhs.	Total Marks – 20 For project cost >= INR 2 crore = 20 Marks per Project (max 1 project) For project cost >= Rs. 1 crore = 9 Marks per Project (max 2 projects) For project cost >=Rs. 50 Lakhs = 4 Marks per Project (max 4 projects) For project cost >=Rs. 20 Lakhs = 2 Marks per Project (max 8 projects)
2	Qualifications of proposed senior specialist / support staff being deployed for the project to be embed within the TSU: a. Post-graduate in relevant field (B.E. / B.Tech / M.C.A / M.B.A.) with minimum 10 years of experience in IT preferably in the social sector b. Citation of at least 3 projects with a project component in following categories: · Direct to consumer projects · Government / Semi-Government / PSU	Total Marks – 10 1. Professional Experience [4]: 10- 13 years: 1.5 marks, 14 -15: 2.5 marks, 16 or more years: 4 marks [steps of 0.5] 2. Project Lead experience [3]: 1 mark for each D2C project

		<p>3. Projects with the Govt. [2], 1 mark for each D2C project with the government</p> <p>4. 1 mark for previous experience in social sector</p>
3	The Bidder must have a minimum annual turnover of Rs. 2 Crore in last three financial year ending at 31/03/2021 from D2C and related Services.	<p>Total Marks – 10 (based on average turnover of last 3 years)</p> <p>>= 10 Crores: 10 marks</p> <p><10 and >=5 Crores: 8 marks</p> <p><5 and >=2 Crores: 6 marks</p>
4	<i>Certifications/compliance</i> : Bidder be compliant atleast to the following security standards - ISO 27001, SOC1 and SOC2 and minimum CMM 3 level certifications which are valid at the last date of submission	<p>Total Marks – 5</p> <p>a) ISO 27001, SOC1 /SOC2 and CMM 3 level – 3 Marks</p> <p>b) ISO 27017/27018, SOC1/SOC2 and CMM 5 level– 5 Marks</p>
5	<p>Presentation of the Proposed Solution, Approach & Methodology: The following points will need to be covered in the presentation:</p> <ul style="list-style-type: none"> • Overall approach towards D2C platform customization • Ease of use of the platform • Capacity Building plan for new users • Availability of Channels integrated on the platform • Content Management System • Campaign Management System • Support available for maintenance of the solution • Availability of MIS, reports and analytics • Project management plan – implementation • Any risks associated with the future of the platform 	<p>Total Marks – 20</p>
6	Integrated IVR platform: The provider has verified that they have in-house proprietary IVR platform or integrated through partner third party IVR solution provider	<p>Total marks - 5</p> <p>Score =5, Provider has in-house proprietary IVR platform</p> <p>Score =3, Integrated through partner third party IVR solution provider</p>

7	Integrated SMS platform: The provider has verified that they have in-house proprietary SMS platform or integrated through partner third party SMS solution provider	Total marks - 5 Score =5, Provider has in-house proprietary SMS platform Score =3, Integrated through partner third party SMS solution provider
8	Whatsapp Business API integration: The provider has to verify direct connectivity with WhatsApp Business APIs and is an authorized reseller of WhatsApp Business services, or (alternatively) if WhatsApp is integrated via a third-party solution provider. Including availability of Whats app bot	Total marks - 5 Score =5, Provider has direct connectivity with Whatsapp and is an authorized reseller of Whatsapp including bots Score =3, Whatsapp is integrated via a third party solution provider
9	The provider has an in-house proprietary AI chatbot platform that supports major Indian languages, or (alternatively) has built an AI chatbot using an open-source platform or if the AI chatbot uses third party proprietary software.	Total marks – 5 Score = 5 inhouse bot platform Score – 3 third party bot platform integration
10	The platform provides APIs, that are available off the shelf for integration with external analytics tools like Tableau and Power BI	Total marks - 5
11	The platform provides a robust profiling engine as part of the D2C platform for registering the beneficiaries with flexibility to define custom fields	Total marks - 5
12	The platform provides other channels such as Email, Telegram, Facebook messenger, Signal, Instagram and Twitter	Total marks – 5 Score =5, if 3 or more services Score =3, if any2 services Score =2, if any1 service

- i. The technical bids/proposals scoring at least 70 points/marks would be considered for financial evaluation. A technical proposal failing to achieve 70 marks shall be rejected.
- ii. In the second stage, financial proposals of those who have qualified the Technical screening would be evaluated and ranked to determine L1.

Financial Bid Evaluation (Stage-2)

- i. Financial bid of only those bidders shall be considered who qualify the technical evaluation.
- ii. The Financial Bids of technically qualified bidders shall be opened on the prescribed date as per IHAT policy.
- iii. IHAT will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.

- iv. The bidder with the lowest overall price, qualifying as Financial Proposal (L1) shall be awarded 100 score (amongst the bidders that qualified on the basis of Technical evaluation and obtained marks above 70%). Financial scores for other than L1, bidders will be evaluated using the following formula:

Financial score of Bidder (SF) = {(Lowest price of Financial Proposal of L1/Price of the Financial Proposal of the bidder under consideration) X 100}

(Figures shall be adjusted to two decimal places)

Final evaluation (shortlisting of bidder)

11.2 The above financials will be considered for Financial scoring purposes

- i. Points obtained by the Agency for both **Technical (70)** as well as **Financial (30)** scores would be clubbed for the final selection.
- ii. The agencies will be ranked based on their Total Score and the agency scoring the highest points shall be selected.

iii. Table: Marks for evaluation

Sl. No.	Evaluation	Marks
1	Technical Evaluation	70
2	Financial Evaluation	30
	Total	100

Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Wherein,

S= is the combined score

ST and SF = Technical and Financial score of the bidder

T_w and F_w = Weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified.

Note:

The bidder will first be evaluated basis their technical capabilities. Only if the bidder secures greater than or equal to 70/100 marks (which will be scaled out of 70 eventually) in the Technical score, will he/she be eligible for calculation of financial scores.

In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

The SLA will provide for availability of 99.5% of the services for the D2C platform and campaign management, Whatsapp, e-mail, SMS, IVR. Draft BA agreement can be found at Annexure III.

12. Pre-Bid Queries

The agencies may submit their consolidated list of queries to procurement@ihat.in , 22-08-2021; 23:59 hrs.

13. Bid Submission

Bid Submission Deadline: 14-09-2021, 18:00 Hrs

Interested agencies are advised to submit Technical and Financial proposal (Hard copies in separate envelopes) along with all required document to below mentioned address. Please mention “**Quotation for a Unified Direct To Consumer (D2C) Digital Communication Platform**” over the sealed envelope.

Director IT

India Health Action trust

404, 4th floor & 505, 5th Floor, Ratan Square

No. 20-A, Vidhan Sabha Marg

Lucknow-226001, Uttar Pradesh, India”

You may also reach out over email (procurement@ihat.in) for any further queries in this matter.

14. Award of Contract

On completion of the process of selection, the agency selected shall be awarded the contract. Within 30 days of selection, the agency should execute an agreement with IHAT.

15. General Instructions and Consideration

- i. The Client (called “IHAT”) will select an organization/Agency in accordance with the method of selection specified in the RfP.
- ii. The Applicants are invited to submit Technical and Financial Proposals (collectively called as - the Proposal in separate envelopes), for the services required for the Assignment.
- iii. The Proposal will form the basis for grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work of this RfP.
- iv. IHAT requires that the Applicant hold IHAT’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IHAT and the Project.
- v. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Evaluation Process, including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHAT or any other costs incurred in connection with or relating to its Proposal.
- vi. It is the IHAT’s policy that the Applicants observe the highest standard of ethics during the Evaluation Process and execution of work / assignment. In pursuance of this policy, the IHAT:
 - will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question;

- will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- vii. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Executive Director, UPTSU, whose decision shall be final.
- viii. The Agencies shall submit their proposal in two covers namely, Technical Proposal and Financial Proposal respectively. The technical evaluation will be carried out first and then a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicants will be thereafter opened.
- ix. Number of Proposals: No applicant shall submit more than one application.
- x. Misrepresentation of the content of RfP/improper response by the applicant may lead to the disqualification of the applicant. If such disqualification/rejection occurs after the proposals have been opened and the highest ranking applicant gets disqualified/rejected, then the IHAT reserves the right to consider the next best applicant, or take any other measure as may be deemed appropriate at the sole discretion of the IHAT.
- xi. Acknowledgement by Applicant:
It shall be deemed that by submitting the Proposal, the applicant has:
 - made a complete and careful examination of the RfP;
 - Received all relevant information requested from IHAT;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of IHAT;
 - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed application and performance of all of its obligations there under;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in term hereof.

IHAT and / or its advisors / employees shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfP or the Selection Process, including any error or mistake therein or in any information or data given by the IHAT and / or its employee.

15. **Draft Bid Agreement:** The clauses of the Draft Bid Agreement to be signed with the shortlisted bidder is given at Annexure III.

Annexure I: Technical Bid Proposal

Annexure I1: Letter of Technical Proposal Submission Form

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

[Location, Date]

To,

India Health Action Trust,
404, 4th Floor, Ratan Square Building,
Vidhan Sabha Marg, Lucknow,
226001

RfP dated [date] for selection of Agency for [name of assignment]

Sir,

With reference to your RfP Document dated [date], we<name of agency>, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as agency for [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RfP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that IHAT will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to IHAT any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of IHAT to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RfP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RfP;

- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with IHAT or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against any of our Directors / Managers / employees.
 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IHAT in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
 12. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
 13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
 14. We agree and undertake to abide by all the terms and conditions of the RfP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Annexure I2: Outline of the Relevant Experience

Details as per the following format shall be submitted for each of the projects. This is a suggested format and the bidder may append additional details as required.

Project Title: <i>(Attach separate sheet for each project)</i>	
Country:	
States:	
Name and address of the client:	Duration of the Assignment:
Approx. value of the contract (In current INR):	
Type of Project	Government, semi-government or PSU organization:
Whether project was dealing in public health	Yes / No
Start Date (month / year):	End Date (month / year):
Team size deployed for the project	
Narrative description of the Project:	
Description of the actual services provided by the staff within the assignment	
Relevance of Assignment	

*Please attach copy of work order / completion certificate for each assignment.

Signature:

Name & Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency:

Date:

The following project experience details to be filled by the Bidders for Technical Evaluation:

Summary of experience in similar projects

S. No.	Name of the project	Name of the client	Type of Project (Software Integration/ Design & Development) a	Year of commencement of operations	Was project related to public health (Y/N)	Year of end of operations (if any)	Value of Works executing/executed

Annexure I3: Financial Capacity of Bidder

(To be certified by the statutory auditor)

(In Rs. Lakhs)

Bidder Name	Net Worth	Average Turnover of Three Financial Years Immediately Preceding the Bid

Signature & Seal of Statutory Auditor

Name of Statutory Auditor

Registration number of Statutory Auditor

Name of Company

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with to the RfP. The financial statements shall:
 - a) reflect the financial situation of the Bidder
 - b) be audited by a statutory auditor
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annexure I4: Core Team composition

Two key roles need to be established:

- SPoC / Relationship Manager from the vendor's end (to include L1,L2, L3 support) should be clearly assigned as the single point of contact to coordinate all technical support, handholding, services and capacity building requirements from the vendor's end.
- The vendor will also provide a dedicated resource to support the D2C platform at UPTSU. Specifically, a Program Manager / Senior Specialist will be aligned by the vendor with the TSU solely to support this project (100% time allocation, based in Lucknow). This person will have overall accountability for managing and delivering on the technical support and coordination required for the D2C PoC as prescribed by UP TSU. S/he will be responsible for developing and managing effective relationships with the donor, government in case required, partners and stakeholders. S/he will closely work with the implementation team to prepare a detailed PoC plan and seek relevant data as required. S/he will also ensure relevant internal teams are looped in / sought approval from as required during the course of the PoC.

Details as per the following format shall be submitted by bidder:

Bidder Name	Name of SPoC with Qualifications

Details of the Program Manager / Senior Specialist

Name		
Appointment / Role		
Educational Qualification		
Years of experience		
Type of Employment with bidder		
Skill areas		
Date of Employment with Present Employer		
Name of Institutions/ Organisation/Sector he/she has worked for:	Period from.....to.....	Description of role/responsibilities

**Attach separate sheet for each*

Signature:

Name & Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency:

Date:

Annexure I5: Eligibility Criteria

#	Eligibility Criteria	Documents to be Submitted	Compliance to Minimum Criteria? (Yes / No)	Document submitted as proof for evaluation
1	The Bidder should have successfully executed or is executing a minimum of 3 projects comprising of design, development, integration, implementation, operations and maintenance of D2C projects in the last 5 years as on the last date of bid submission to government, semi-government bodies / PSU	Work Completion certificate		
2	Bidder must have at least 25 full time technical employees in its pay roll. The technical skills of these employees must cover all aspects of D2C platform from content management, campaign management, platform management, architectural design of D2C and analytics.	Self-undertaking		
3	Bidder should be registered in India under Companies Act 1956 / 2013 or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Certificate of incorporation		
4	Bidder should not be blacklisted by Multi-Lateral Funding Agency / Govt. Of India/ any State Government / PSU's as on the date of bid submission	Self-undertaking		
5	The Bidder must have annual turnover of Rs. 2 Crore in last three financial years from D2C Services.	Self-certified copies of the balance sheet and profit & loss statement/ CA Certificate for the last 3 completed financial years		
6	The Bidder must have positive net worth in last one financial year	Self-certified copies of the balance sheet and profit & loss		

		statement/ CA Certificate of last financial year		
7	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration in this regard by the authorized signatory of The Responder		
8	The bidder will not Sub-Contract the work/contract awarded. An undertaking to this effect has to be submitted by the successful Bidder.	Self-undertaking		
9	The bidder should have ISO 9001:2008 certification OR ISO 27001 Certification.	ISO certificate		
10	The bidder should possess minimum CMM level 3 certification which is valid as on last date of bid submission.	CMM level certification document		
11	All data and hosting infrastructure must be located within India for the bidder. The hosting environment should be MeitY approved for hosting government data.	Hosting related documentation		
12	The platform should support Hindi, English for SMS, Whatsapp and other text-based channels	self certification		
13	Device Manager: The platform should be able to support a variety of handsets ranging from basic handsets to smartphones	Give detailed documentation of how the system can identify the type of handset and set up campaigns based on the type of handset		
14	Compliance to SLA	Self Certification		

Annexure I6: Technical bid

I7a. The bidder shall submit a detailed proposal covering the solution, Approach & Methodology: The following points will need to be covered as part of the proposal. This is a suggested format and the bidder will exercise their discretion to add or delete any relevant points in the proposal:

- Overall approach towards D2C platform customization
- Ease of use of the platform
- Capacity Building plan for new users
- Availability of Channels integrated on the platform
- Content Management System
- Campaign Management System
- Support available for maintenance of the solution
- Availability of MIS, reports and analytics
- Project management plan – implementation
- Any risks associated with the future of the platform

I7b. The bidder shall specify the services available as part of the D2C platform as per table given below

Functional Requirements	Available (Yes / No)
Email	
IVR	
SMS	
Social Media platforms (specify name (e.g. Facebook, Twitter, YouTube, Signal, Telegram, Instagram etc)	
Whatsapp	
Chatbot	
Any other IM platform (please specify name)	
Campaign Mgmt	
Content Mgmt System	
Profile management, data ingestion and integration with external databases	
Data Security	
MIS - Analytics	
Platform User Mgmt	
System Configuration	
Ability to integrate with other platforms	

I7c. Functional Statement of Compliance

Service requirement	Bespoke Development (i.e. new development required)	Existing In-house Product	Provided by external party or partner	Detailed Response
IVR				
Does your platform support IVR as a channel of communication?				
Does your platform support incoming calls?				
Does your platform support outgoing calls?				
Does your platform support missed calls?				
Does your platform support DTMF?				
Does your platform support voice as input?				
Does your platform support IVR short codes?				
Does your platform support IVR long codes?				
Does your platform support multiple IVR types of campaigns at the same time (incoming, outgoing and missed call at the same time)?				
Does your platform has IVR based campaign templates?				
Does your platform supports IVR quiz based campaigns?				
Does your platform support IVR polls?				
Does your platform support IVR surveys?				
SMS				
Does your platform support incoming SMS?				
Does your platform support outgoing SMS?				
Do you provide SMS short codes?				
Are the SMS short codes integrated across multiple MNOs?				
Do you provide toll free SMS short codes?				
Do you provide chargeable SMS short codes, please share details?				
Does your platform support personal dynamic content in SMS messages, based on profile attributes?				
Does your SMS support messages in vernacular fonts, please share the languages supported?				
Does your platform deliver message with more than 160 characters, please share details?				
Does your platform support and maintain SMS delivery reports?				

Does your platform support 3rd party multimedia link through SMS?				
Does your platform support interactive SMS based campaigns?				
Does your platform have campaign templates for SMS?				
Does your platform support SMS quizzes?				
Does your platform support SMS surveys?				
Does your platform support SMS polls?				
Does your platform support unlimited levels of interactions through SMS? Please provide details.				
Social media platforms & chatapps other than WhatsApp				
Is your platform integrated with Facebook?				
Does your integration with Facebook provide management of multiple facebook accounts and publishing of content on walls?				
Is your platform integrated with Twitter?				
Does your integration with Twitter provide management of multiple Twitter accounts and publishing of content on Twitter and direct messaging on Twitter?				
Is your platform integrated with Instagram?				
Does your integration with Instagram provide management of multiple Twitter accounts and publishing of content on Twitter and direct messaging on Twitter?				
Is your platform integrated with facebook messenger for chatapp functionality?				
Is your platform integrated with Telegram for chatapp functionality?				
Is your platform integrated with Signal for chatapp functionality?				
Is your platform integrated with any other social media platforms and chat applications (for example, Likee, Reels, YouTube Shorts etc? If yes, please list.				
Does your platform have consent management system for every social media channel?				
Do you track changes in privacy policies for all third party social media and chat app channels that you integrate with? And update your platform and integrations to ensure compliance as part of your standard operating procedures?				
Does your platform take, maintain and track user consent?				
Does your platform have templates for standard campaign?				
Does your platform have templates for creating new templates?				
Does your platform supports multichannel hybrid campaigns, including campaigns that use social media as one of the channels?				
WhatsApp chatbots				
Are you a Facebook / WhatsApp approved WhatsApp Business service provider?				

Is your Unified D2C Digital Communications platform directly integrated with WhatsApp Business APIs?				
Does your platform support setting up WhatsApp accounts and then managing the account, which includes WhatsApp profile management (e.g. name, status, profile picture etc)?				
Does your platform support WhatsApp Highly Structure Message (HSM) delivery?				
Do you manage WhatsApp Business approvals of HSM content templates?				
Does your platform support FAQ-based WhatsApp chatbots?				
Does your platform support AI chatbots				
Does your platform support keyword based WhatsApp chatbots?				
Does your platform support contextual based WhatsApp chatbots?				
Is your chatbot development interface WYSIWYG (with drag in drag out feature) in nature?				
Does your WhatsApp chatbot support text and multimedia content?				
Does your platform support multiple Indian language fonts along with the Roman alphabet (English)? Please provide detail about the multilingual support of WhatsApp chatbot.				
Does your platform provide chatbot specific reports and analytics?				
Does your platform comply with the consent and privacy guidelines of WhatsApp?				
Does your platform maintain the delivery and read receipts of WhatsApp messages?				
Campaign Management				
Is your campaign manager interface for setting up and managing campaigns WYSIWYG? i.e. does it have an easy to use drag and drop interface and features like pause, resume or edit campaign, please share details				
Does your campaign manager interface include channel wise standard campaign templates and the option to create templates that can be used for future campaigns?				
Does your campaign manager interface support the creation of hybrid campaigns, where multiple channels can be used in the same campaign?				
Does your campaign manager interface support the configuration of automatic follow up features, where an event is triggered based on a rule?				
Does your campaign manager interface support content searches to select content for campaigns?				
Does your campaign manager interface provide the option to push campaigns immediately or to schedule them in future?				

Does your campaign manager interface have a feature for configuring recurring campaigns, where a campaign is triggered automatically after a fixed interval?				
Does your platform support user-based prioritization of campaigns?				
Does your campaign manager interface have a data filtering mechanism to create target groups for campaign?				
Does your campaign manager interface have an easy to use mechanism for setting up a target group for a campaign using simple check box or drop-down options?				
Does your platform support setting up multiple target groups for pushing multiple campaigns?				
Does your platform have the option to test a campaign before making it live, using test profiles?				
Does your platform support an opt-out option for users to remove themselves from target groups?				
Does your platform have a configurable approval workflow, which supports hierarchies of approvals?				
Do you have a comprehensive user manual of the entire platform with step by step guide for using the your campaign manager interface?				
Content Management System (CMS)				
Does your platform provide a robust, tried and tested CMS to manage the assets to be used for campaigns?				
Does your CMS support audio, video, image, text, or any other content type required for various campaigns?				
Does your CMS support versioning of the content and features to avoid rewriting of the assets?				
Does your CMS support multiple formats of different content types?				
Is your CMS closely integrated with the campaign manager?				
Does your CMS have a well-organized content library, structured according to channels?				
Does your CMS have a unique identifier for each content element?				
Is your CMS proprietary or open source?				
Profile management, data ingestion and integration with external DBs				
Does your platform support multiple formats of data? Please list all the formats that your platform supports.				
Does your platform support web based / API integration with multiple 3rd party databases?				
Have you ever integrated with government databases?				
Does your platform supports manual ingestion of data?				
Does your platform support data profiling based on all the available data attributes and allows creating new attributes?				
Does your platform support custom data segmentation?				

Does your platform support the provision of default segmentation recommendation?				
Do you have a graphical user interface for data uploads and extraction?				
Data security				
Is your platform audited on a periodical basis, if yes how frequently is your platform audited?				
Does your platform audited for data security by a third party auditor?				
Does your platform encrypts the data so that only authorized personnel has access to the data?				
Does your platform records and maintain all transaction records related to data? If yes, please share the duration of time that these records are maintained.				
Management Information System and Analytics				
Is an MIS / BI tool an integral part of your platform offering?				
If yes, does your MIS supports permission based access?				
If yes, does your MIS generate custom time period reports?				
If yes, does your MIS provide reports to download in different formats like CSV, Excel, PDF?				
If yes, does your MIS provides various type of reports on performance of the campaigns as listed in the functional requirement doc?				
If yes, does your MIS has auto email feature supported where a report is shared at a regular interval or after a triggering event to a predefined set of users?				
If yes, does your MIS offers feature rich analytics tool with visual representation of data in various graphs and charts on channels, user behavior, campaign performance?				
If yes, does your MIS support integration with third party BI tools?				
Platform User Management				
Does your platform support multiple levels of platform users (not end users - rather the people who will create the campaigns etc), each with controlled access to various modules of the platform?				
Does your platform include a platform user management module, which enables the Admin to control access levels and specifics of user groups?				
Does your platform include a platform user management module that allows the Admin to set up a hierarchy of platform users based on location and other criteria?				
Does your platform include a platform user management module, which allows an Admin user to create new users, manage rights and delete the users?				
System Configuration				

Does your platform include a module to manage the overall configuration of the platform by an Admin to change the parameters like number of retries, social hours for calling etc?				
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17.d Technical Statement of Compliance

Service requirement	Bespoke Development	Existing In-house Product	Provided by external party or partner	Detailed Response
Key platform components				
Does your platform have a campaign management system ?				
Does your platform have an API-based architecture that supports third-party integration?				
Does your platform have access controls , so that an admin can create a hierarchy of platform users with different permissions to design and manage campaigns?				
Does your platform have modules to process data ingested from external databases and to generate user profiles , which are further used to create target groups for campaigns				
Does your platform have a data management module to manage ingested or generated by the platform, including: a. Transactional data b. Device-based data c. System logs d. Campaign-based logs etc.				
Does your platform have a rules management module and a delivery module ?				
Does your platform have a channel management module , for managing integration with various communications? The platform should support channels based on protocols such as SIP, SMPP, HTTP etc.				
Does your platform have a reporting engine to process the data generated by the system, and to create various reports on the performance of campaigns, user behaviour, channels etc?				
Does your platform have a device management module that can understand trends in the usage of various devices and ensure that compatible content is shared with the correct device?				

Does your platform have an asset management module/CMS for managing assets such as audio files, videos, images, documents, HTML files, text files etc.				
Source data requirements				
Does your platform maintain user profiles as per the data ingested / uploaded?				
Is your platform able to filter and reject data before ingesting it in the system based on predefined filters?				
Is your platform able to accept and process data through SFTP?				
Is your platform able to connect RDBMS servers such as MySQL, Oracle, SQL Server and PostGresSQL?				
Is your platform able to connect data warehouse systems like Teradata, InfiniDB etc?				
Is your platform able to upload data through text files, Excel, CSV and other popular text editor tools, which can be used to upload the data?				
Hosting				
Is your platform hosted in India?				
Does your platform provide platform user access to the campaign manager over HTTPS?				
Does your platform provide platform user access to the campaign manage over IP or domain?				
Is your Platform hosted on a MeitY empaneled CSP? If yes, please specify the name of the CSP provider				
Bandwidth (TPS)				
What is the transaction bandwidth of the entire system, which includes the cumulative bandwidth of all channels supported by the platform?				
How many Individual TPS are there for each channel that is integrated with your platform?				
Is your platform capable of checking available TPS for each channel?				
Is your platform capable of distributing bandwidth across campaigns?				
Does your platform track and report on the amount of traffic running through the system or bandwidth utilised periodically - for example: hour wise, day wise etc?				
Backup and recovery				
Does your platform have a backup and recovery system?				

Does your platform provide multiple back up options? Please provide details of each option.				
Does your platform take back ups of all data, content and related service configurations?				
Does your platform support hourly, daily, weekly back-up? Please provide details.				
Does your platform supports incremental backups of all data, content, and related service configurations? Please provide details.				
Does your platform support rollback on production systems in case of major corruption of data? Please provide details.				
Data storage and archiving				
How and where is platform data archived?				
How frequently is it archived?				
Data protection & security				
Does your platform provide data encryption at rest, during transit?				
Does your platform provide data encryption of all backed up data and files?				
Does your platform support SSL and other encryption methods?				
Does your platform provide encryption for databases, application and specific field level encryption?				
Is your platform GDPR compliant?				
Logs, CDRs & TRAI regulations				
Does your platform maintain & share logs and data through web services?				
Does your platform maintain & share transactional logs?				
Does your platform maintain & share rejected records?				
Does your platform take, maintain and share channel wise consent data?				
Does your platform maintain and share call data records?				
Does your platform maintain and share SMS transaction logs and delivery reports?				
Does your platform maintain and share user journeys?				
Does your platform maintain and share user preferences?				
Does your platform maintain and share any data as per TRAI regulations?				

Regulatory requirements for telecom resources and integration with third party channels				
Do you have the required registrations as per TRAI regulations for SMS pushes such as DLT registration or any other TRAI mandated registration?				
Do you get the SMS headers and templates registered as per TRAI regulations?				
Operational and service level agreement requirements				
Do you provide technical support? Please provide details.				
Do you provide content management and campaign creation support?				
What SLAs do you offer as part of your fully managed SAAS offering?				
Does your SLA provide availability of 99.5% services for the campaign management, Whatsapp, email, SMS, IVR?				
Security Audit				
The platform provider should share the most recent security audit reports for the platform as an attachment to its proposal. The platform provider describe in its proposal how frequently internal and external security audits are done.				

Annexure II1: Letter of Financial Proposal Submission Form

Annexure II2: Financial Proposal

Annexure II1: Financial Proposal Submission Form

[Date]

To,

India Health Action Trust,
404, 4th Floor, Ratan Square Building,
Vidhan Sabha Marg, Lucknow,
226001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure II: Financial Bid Proposal

Instructions for Commercial Bid Format

Commercial Bid Format & Instructions

- i. The Bidder has to quote the rate for the Bill of Quantity provided across various tables in the Commercial sheet.
- ii. The bidder must share **per unit pricing** for each of the components listed in the Commercial sheet. Wherever applicable, the rates quoted are to be specified in “Per-Item-Per Hour” basis.
- iii. Wherever applicable, the cost based on the usage per item per hour shall remain uniform for the entire duration of the BA and shall also remain uniform when scaling up and scaling down of the requirements.
- iv. **The bidder will ensure that the unit and per hour cost/price quoted for different components (including hardware and soft components) is consistent across the commercial bid. Any inconsistencies found may lead to rejection of the bid.**
- v. **The unit costs quoted by the bidder shall be applicable for the entire duration of the BA of 1year and in case extended by a mutually agreed upon time frame.**
- vi. The evaluation of commercial bids will be done as per the cumulative cost sheet provided as “commercial bid summary” under section 11.5 of this section. The selection will be on the basis of LCS lowest total commercial bid under “**Total Annual Cost (INR)**” in the table under section 11.5 of this annexure will be considered as the least cost bid.

Other Commercial indicators

- i. All the prices are to be entered in Indian Rupees ONLY
- ii. The quantities mentioned are indicative in number and not the minimum quantities.
- iii. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- iv. L1 will be decided based on the per annum cost without taxes. Prices indicated in the schedules shall be exclusive of all taxes, Levies, duties etc. During the payment stage, IHAT reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- v. In case the present projected requirement of D2C Channel / service resources (infrastructure) is X, the bidder must have the capability and capacity to augment and accommodate sizing of the total requirement for 3X, at any given time.

Table 1. Financial Implications for scope of work defined in RfP should be as per below format:

S. No.	Activity	Monthly Cost in INR	Cost per year INR	GST @ ____ in Figures	Total Monthly Cost	Total yearly Cost	Cost INR in words (inclusive of all taxes)
		A	B	C	D	E	F
1	Deployment of platform with decided functionalities (as mentioned in Table A as a part of Scope of Work) in context of UP. This will include charges towards any third party configuration of bot services						
2	HR cost for the Senior Specialist / Program Manager aligned to IHAT						
3	Total						

Table 2. Financial Implications for primary services defined in RfP should be as per below format:

Note:- All costs being quoted here are for the purpose of ascertaining the L1. Payments as part of the BA shall be made as per actuals.

S. No.	Services being considered for L1 evaluation (across slabs)	Slab Range/ month	Assumed Usage for L1 calculation per month	Per call/ SMS/ Whatsapp/ Email cost (INR) for 'A' usage	DLT Charge per SMS(only for SMS) (INR)	Assumed Monthly Cost (INR)	Assumed Annual Cost (INR)
			A	B	C	D For SMS: D=A*(B+C). For others D= A*B	E E= D*12
1.	IVRS Services						
1.1	IVRS Slab 1	upto 50 thousand	25,000		NA		
1.2	IVRS Slab 2	upto 1 lakh	51,000		NA		
1.3	IVRS Slab 3	upto 5 lakh	1,01,000		NA		

1.4	IVRS Slab 4	upto 10 lakhs	5,01,000		NA		
1.5	IVRS Slab 5	upto 50 lakh	10,01,000		NA		
1.6	IVRS Slab 6	More than 50 lakh	50,01,000		NA		
1.6	IVRS Installation / Onetime cost (including cost for long code)	NA	NA	NA	NA		
2.	SMS Services						
2.1	SMS Slab 1	upto 50 thousand	25,000		NA		
2.2	SMS Slab 2	upto 1 lakh	51,000		NA		
2.3	SMS Slab 3	upto 5 lakh	1,01,000		NA		
2.4	SMS Slab 4	upto 10 lakhs	5,01,000		NA		
2.5	SMS Slab 5	upto 50 lakh	10,01,000		NA		
	SMS Slab 6	More than 50 lakh	50,01,000		NA		
2.6	SMS Installation/Onetime cost (if applicable)	NA	NA	NA	NA		
3.	Whatsapp message Services						
3.1	WhatsApp Slab 1	Upto 50,000	25,000		NA		
3.2	WhatsApp Slab 2	upto 75,000	51,000		NA		
3.3	WhatsApp Slab 3	upto 1,50,000	76,000		NA		
3.4	WhatsApp Slab 4	upto 5,00,000	1,51,000		NA		
3.5	WhatsApp Slab 5	upto 10,00,000	5,01,000		NA		
3.6	WhatsApp Slab 6	upto 30,00,000	10,01,000		NA		

3.7	WhatsApp Slab 7	More than 30,00,000	30,01,000		NA		
3.8	Whatsapp Installation/Onetime cost (if applicable)	NA	NA	NA	NA		
4.	Whatsapp Chatbot Services	Sessions	NA	NA	NA	NA	NA
4.1	Chatbot Slab 1	Upto 50,000	25,000		NA		
4.2	Chatbot Slab 2	upto 75,000	51,000		NA		
4.3	Chatbot Slab 3	upto 1,50,000	76,000		NA		
4.4	Chatbot Slab 4	upto 5,00,000	1,51,000		NA		
4.5	Chatbot Slab 5	upto 10,00,000	5,01,000		NA		
4.6	Chatbot Slab 6	upto 30,00,000	10,01,000		NA		
4.7	Chatbot Slab 7	More than 30,00,000	30,01,000		NA		
4.8	Chatbot Installation/Onetime cost (if applicable)						NA
5.1	Email (with attachment)		5000		NA		
5.2	Email Installation/Onetime cost (if applicable)	NA	NA	NA	NA		
6.	Total Monthly and Annual Assumed Cost (for Whatsapp messaging, Whatsapp chatbot, IVRS, SMS, Email)						

Note:

The assumed units per service type and slab are only shared to ensure that there is consistent calculation across all vendor submissions while calculating L1. This is only an assumption, however payment will be given to the selected vendor basis the actual services utilized per month.

Table 3: Total Financial Implications for evaluation of L1

This is the Summary Total of the Annual Cost (Table 1 and Table 2)

S.No.	Services	Reference Table	Monthly Cost	Total Annual Cost (INR)	Weightage to be considered for L1 evaluation	% cost as mentioned in column (e) to be considered for L1
	(a)	(b)	(c) fill as per reference in (b)	(d) fill as per reference in (b)	(e)	(f) fill as per reference in (e)
1	Total - Deployment of platform with decided functionalities in context of UP and HR Cost for the Senior Specialist/Program Manager aligned to IHAT	Table 1 (row/serial 3)			80% of cell 1 (d)	
2	Total Annual Assumed Cost (for Whatsapp messaging, Whatsapp Chatbot, IVRS, SMS, Email)	Table 2 (row/serial 6)			20% of cell 2 (d)	
3	Total Cost (INR)					

Note: This is the suggestive commercial proposal format, which may be amplified by the bidder based on the proposal.

The L1 bidder shall be selected based on the cost shared for the priority services identified, as quoted in Table 3. The weightage mentioned in column (e) will be considered while calculating the total annual cost towards deciding the L1, which should be mentioned in column (f).

The payments will be made as per actual costs quoted in column (d) for the shortlisted bidder.

Notes:

- The prices stated in the BA shall be deemed to include all amounts.
- Bidder must submit their financial bid for the total scope of work.
- Taxes would be payable at the applicable rates as may be in force from time to time.
- Financial proposal will be shared for one year. BA duration will be two years.
- The payment will be made quarterly on actual costs incurred

Table 4: In addition, please share if the below services are available and the slabs available for the same.

Please note the costing for these services will not be included in the calculations for the financial evaluation but will be considered in case the vendor is shortlisted for the project/tender. Please also mention in case there is a onetime / installation cost for each of the services as well.

S. No.	Services	Is this service available on the platform? (Y/N)	Per transaction cost
1	Facebook		
2	Instagram		
3	Signal		
4.	Twitter		
5.	Telegram		

Note: In case each service has different slabs, please create and share a separate table for each service as illustrated in table 2. Please ensure all applicable financial implications are brought out in a transparent manner without any hidden costs.

Annexure III

Draft Bid Agreement

1. Definitions, Interpretations and Other Terms

- i. **Bid** means the tender process conducted by IHAT-UPTSU and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- ii. **Confidential Information** means all information including data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- iii. **Customers** mean all citizens and business organization and users who use the IHAT-UPTSU services.
- iv. **Deliverables** means all the activities related to the D2C Platform and other service provisioning, as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;
- v. **Effective Date** means the date on which the Purchase Order or Letter of Acceptance is issued
- vi. **BA** means this Bid Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**
- vii. **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Service provider from any Nationalized / Scheduled bank in favor of IHAT-UPTSU for an amount equivalent to 10% of the total Agreement value (for 1 year 3 months).
- viii. **Proprietary Information** means processes, methodologies, technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned / licensed by either Party or granted by third parties to a Party hereto prior / subsequent to the execution of this Agreement ;
- ix. **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks / activities / software / hardware and communication technology for this project; from all the concerned departments / agencies, etc. as the case may be.
- x. **Bid Document** means the Request for Proposal released vide Bid Document number IHAT/LJO/2021-22/08/001 and include all clarifications / addendums, explanations and amendments issued by the IHAT in respect thereof;
- xi. **Services** means the content and services delivered and to be delivered to the customers or the offices of IHAT-UPTSU by the Service Provider, and includes but not limited to the services specified

in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Bid Agreement.

- xii. **Users** means the IHAT officials having access to the Application Landscape including its Implementation Agencies, technology vendors, corporations, partners and agencies and their employees, as the context admits or requires.

2. **Interpretations:**

- i. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- ii. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- iii. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this BA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this BA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
- iv. The headings and use of bold type in this BA are for convenience only and shall not affect the interpretation of any provision of this BA;
- v. The Schedules to this BA form an integral part of this BA and will be in full force and effect as though they were expressly set out in the body of this BA;
- vi. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- vii. References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly;
- viii. Any word or expression used in this BA shall, unless defined or construed in this BA, bear its ordinary English language meaning;
- ix. The damages payable by a Party to the other Party as set forth in this BA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
- x. This BA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;

- xi. The IHAT–UPTSU may nominate a technically competent agency / individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
- xii. The agency / individual nominated by the IHAT – UPTSU can engage professional organizations for conducting specific tests on the D2C platform and all other aspects;
- xiii. The agency / individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
- xiv. Such an involvement of and guidance by the agency / person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the platform& the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.
- xv. The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
 - a. This Agreement;
 - b. Scope of Services for the Bidder
 - c. Detail Commercial proposal of the Bidder accepted by IHAT-UPTSU
 - d. Clarification & Corrigendum Documents published by IHAT-UPTSU subsequent to the Bid Document for this work
 - e. Bid Document of UPTSU, IHAT for this work
 - f. LoI issued by UPTSU, IHAT to the successful Bidder and
 - g. Successful Bidder “Technical Proposal” and “Commercial Proposal” submitted in response to the Bid Document.

3. Term of the Bid Agreement

- i. The term of this BA shall be a period of 1 year and 30 days. This includes the time of 30 days required for bidder for implementation of D2C platform and operational acceptance issued by IHAT-UPTSU. The senior specialist to be hired / provided by the bidder on behalf of IHAT-UPTSU, shall be engaged from the date of signing of the Agreement . The CA may be extended beyond 1 year to a period as mutually agreed by both the parties.
- ii. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, IHAT -UPTSU reserves the right to extend the term of the Agreement by corresponding period to allow validity of Agreement from the date of operational acceptance.

4. Work Completion Timelines & Payment Terms

#	Parameter	Timelines	Payment
1	Provisioning of senior specialist at Lucknow for	Within 7 days from the issuance of LOA or Agreement signing	Nil

	managing the platform		
2	Provisioning of customised D2C platform instance to IHAT	Within 30 days of LoA or signing of Agreement	Nil
3	Operational Acceptance and Functional testing	Within 7 working days after D2C platform has been handed over to UPTSU	Nil
4	Operation and Maintenance phase	For a period of 1 year for signing of BA	Quarterly Payment (QP) for a period of 1 year.

Disbursement of payment to the Bidder is based on completion of tasks indicated in the implementation plan; Operations and Maintenance support plan and final handing over of O&M to the third party on completion at the end of two years of the contractual period.

Notes:

- i. Adherence to timelines is critical for the success of the project.
- ii. No advance payment shall be made for any activity
- iii. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
- iv. IHAT will release the payment within 45 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. IHAT-UPTSU shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when IHAT disputes such invoice or part of it, provided that such dispute is bonafide.
- v. No payment made by IHAT-UPTSU herein shall be deemed to constitute acceptance by IHAT-UPTSU of the system or any service
- vi. A Project Implementation Committee (PIC) will be constituted by IHAT-UPTSU which will be responsible for monitoring the performance of the Bidder and recommend for the payment.
- vii. If the Bidder is liable for any penalty / liquidated damages as per the SLA, the same shall be adjusted from monthly payments due to the service provider.
- viii. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Agreement Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.

5. Service Level Agreements:

- i. The purpose of this Service Level Requirements / Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to IHAT for the duration of this Agreement period of the Project.

- ii. Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified therein.
- iii. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.
- iv. Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O & M period, the penalty will be deducted from the quarterly payments.

SLA for D2C Platform

The following support SLAs would be applicable:

- a. 24/7/365 days of unlimited support
- b. Total penalty will be restricted to maximum 10% of the total Monthly payment

Category of problem	Acknowledgment time	Response Time	Service Restoration Time	Issue Resolution Time	Penalty
Category 1	15 minutes	Within 1 hour	As per SLA uptime requirement. If problem continues beyond 1 hour, update on status of resolution will be communicated with stake holders every hour till service is restored.	Within 6 working hours	After 6 hours - Every 2 hours 0.5% of monthly payment
Category 2	15 minutes	Within 2 hours	As per SLA uptime requirement. If problem continues beyond 2 hours, update on status of resolution will be communicated with stake holders every 2 hours till service is restored.	Within 12 working hours	After 12 hours - Every 4 hours 0.5% of monthly payment
Category 3	30 mins	Within 4 hours	N/A.	Response email with explanation within 24 working hours or on call	After 24 hours - Every 6 hours 0.25% of monthly payment
Category 4	30 mins	Within 8 hours	N/A	Response email with explanation within 48 working hours	NA

The issues that are identified either by the vendor or by the users of the interface, which would need resolution, are expected of to fall under one of the following categories:

Category Level	Problem Description
Category 1:	Availability for each of the provisioned resources: $\geq 99.5\%$ measured on a monthly basis. System is unavailable – mobile interface or on web interface or both depending on the application. High-impact bugs.
Category 2:	Major malfunctions in the System, where the malfunction prevents the use of core highly-used functionality. These are faults that cause a substantial degradation of service. Any end user impacting issue that risks end user confidence in the system. The highly used functionality will include IVRS, SMS, Whatsapp and Chatbot.
Category 3:	Minor bugs in system functionality which do not impact core usage of the system. These problems do not have a serious impact on workflow or usage and can often be avoided by using an alternative procedure to perform the same functionality. Bugs of cosmetic nature are also in this category.
Category 4:	Questions about the usage or behavior of the System that cannot be answered by studying the standard System Documentation. These issues typically are user education related rather than technical (software code) issues.

***QP – Quarterly payment**

***MP – Monthly payment calculations**

SLA's will be measured on Monthly basis and application based, Payments for maintenance and support phase will be made on quarterly basis.

Notes:

- i. The bidder has to submit all the reports pertaining to SLA Review process within 15 working days after end of the quarter.
- ii. All the reports must be made available to IHAT-UPTSU, as and when the report is generated or as and when asked by the competent authority.
- iii. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- iv. The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
 - a. Down time due to hardware/software and application which is owned by IHAT-UPTSU at their premises
 - b. Negligence or other conduct of IHAT-UPTSU or its agents, including a failure or malfunction resulting from applications or services provided by UPTSU or its vendors.
 - c. Failure or malfunction of any equipment or services not provided by the bidder.

- v. However, it is the responsibility / onus of the selected Bidder to prove that the outage is attributable to IHAT-UPTSU. The selected Bidder shall obtain the proof authenticated by the IHAT-UPTSU's official that the outage is attributable to the IHAT-UPTSU.
- vi. The total deduction per quarter shall not exceed 20% of the total QP value
- vii. Two consecutive quarterly deductions amounting to more than 20% of the QPs on account of any reasons will be deemed to be an event of default and termination
- viii. It is the right of the IHAT-UPTSU to bring / deploy any external resources / agencies at any time for SLA review.
- ix. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters.
- x. The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

6. Professional Project Management

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by IHAT-UPTSU and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- i. Finalization of the Project plan in consultation with IHAT-UPTSU and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Infrastructure Management Plan, etc.
- ii. Monthly Compliance report, which will cover compliances to Project Timelines, Hardware and Software delivered, SLAs, etc.

7. Use & Acquisition of Assets during the term

The Bidder shall:

- i. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased / owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades / enhancements and improvements to meet the needs of the project arising from time to time.
- ii. Term "Assets" also refers to all the hardware / Software / data / documentations / manuals / or any other material procured, created or utilized by the Bidder or IHAT-UPTSU for implementation of D2C platform solution.
- iii. Keep all the tangible Assets in good and serviceable condition suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the BA and during the entire term of the Agreement.
- iv. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Asset.

- v. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner.
- vi. To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them.
- vii. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.
- viii. Use the Assets exclusively for the purpose of providing the Services as defined in the BA.
- ix. Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to IHAT-UPTSU of this Project in an efficient and speedy manner.
- x. Bidder shall NOT use IHAT-UPTSU data to provide services for the benefit of any third party, as a service bureau or in any other manner.

8. Performance Bank Guarantee (PBG)

The Bidder shall at its own expense, deposit with IHAT-UPTSU, within 30 days of the notification of award (done through issuance of the Purchase Order / Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized / Scheduled Bank as per the format placed at Annexure III para 23 of this Bid Document, payable on demand, for the due performance and fulfilment of the BA by the Bidder. This Performance Bank Guarantee shall be for an amount equivalent to 10% of total value (for 1 year) based on which the BA has been awarded. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder.

The PBG would be valid for a period of 3 months beyond the duration of the agreement as defined in the BA. The PBG may be discharged / returned by IHAT-UPTSU upon being satisfied that there has been due performance of the obligations of the Bidder under the BA. However, no interest shall be payable on the PBG. In the event, Bidder being failed or unable to service the agreement for whatever reason, IHAT-UPTSU would forfeit the PBG. Notwithstanding and without prejudice to any rights whatsoever of IHAT-UPTSU under the BA in the matter, the proceeds of the PBG shall be payable to UPTSU / IHAT as compensation for any loss resulting from the Bidder's failure to complete its obligations under the BA. UPTSU shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

UPTSU shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

9. Indemnity

The Bidder agrees to indemnify and hold harmless IHAT-UPTSU, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- i. Any mis-statement or any breach of any representation or warranty made by the Bidder or
- ii. The failure by the Bidder to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or

agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by Implementation of the D2C platform at the direction of UPTSU , or

- a. Any compensation / claim or proceeding by any third party against IHAT-UPTSU arising out of any act, deed or omission by the Bidder or
- b. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

10. Third Party Claims

- i. Subject to Sub-clause (ii) below, the Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- ii. The indemnities set out in Sub-clause (i) above shall be subject to the following conditions:
 - a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - e. Bidder hereby indemnify and hold indemnified IHAT-UPTSU harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

- f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
 - h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
 - i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party shall be entitled to invoke the Performance Bank Guarantee (PBG), if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates. The format for PBG is placed at Annexure III para 23.
- iii. Bidder shall defend or settle third party claims against IHAT-UPTSU solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware / software / deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.
 - iv. IHAT-UPTSU shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Bidder will have adequate opportunity to control the response thereto and the defense thereof.
 - v. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

11. Warranties

- i. The Bidder warrants and represents to IHAT-UPTSU that:
 - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - b. This Agreement is executed by a duly authorized representative of the Bidder;
 - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- ii. In the case of the SLAs, the Bidder warrants and represents to IHAT-UPTSU, that:
 - a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - b. The SLAs shall be executed by a duly authorized representative of the Bidder;
 - c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;

- d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- e. The Services shall be supplied in conformity and abidance with all laws, enactments, orders and regulations applicable from time to time;
- f. Bidder warrants that the solution provided under the BA is new, of the most recent higher version / models and incorporate all recent improvements in design and materials unless provided otherwise in the BA.
- g. The Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire BA period the Bidder shall apply all the latest upgrades / patches / releases for the software after appropriate testing. No costs shall be paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the BA.
- h. If the Bidder uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
- iii. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, IHAT-UPTSU shall have the option to invoke / forfeit the Performance Guarantee after serving a written notice of thirty (30) days to the Bidder.

The 30-day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

12. Force Majeure

- i. The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the BA is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.
- ii. For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IHAT-UPTSU, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. IHAT-UPTSU, or the consultant / committee appointed by UPTSU shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IHAT-UPTSU in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and

shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

- iii. In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IHAT-UPTSU and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- iv. Notwithstanding anything to the contrary mentioned above, the decision of IHAT-UPTSU shall be final and binding on the Bidder.

13. Dispute Resolution

- i. In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, IHAT-UPTSU or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, IHAT-UPTSU or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The appointment of arbitrator shall be in accordance with the Arbitration and Conciliation Act 1996. There shall be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, IHAT-UPTSU or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- ii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iii. The venue of the arbitration proceeding shall be the office of the Chairman of Board, IHAT-UPTSU , or such other places as the arbitrator may decide.

14. Limitation of Liability towards IHAT-UPTSU

- i. The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to IHAT-UPTSU for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to IHAT-UPTSU on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the total value of the Agreement.

- ii. Bidder's aggregate liability in connection with obligations undertaken as a part of this BA regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by IHAT-UPTSU for:
 - a. the particular hardware / software; or
 - b. services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.
- iii. This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

15. Data Ownership

All the data created as the part of the project shall be owned by UPTSU and DoH&FW. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. UPTSU and DoH&FW shall retain ownership of any user created / loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time. A Non Disclosure Agreement (NDA) may be signed to this effect between UPTSU and the bidder.

16. Fraud and Corruption

IHAT-UPTSU requires that Bidder must observe the highest standards of ethics during the execution of the BA. In pursuance of this policy, IHAT-UPTSU defines, for the purpose of this provision, the terms set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of IHAT-UPTSU in BA executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a BA, to IHAT-UPTSU, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive UPTSU of the benefits of free and open competition.
- iii. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by UPTSU with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- v. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of BA.
- vi. If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for UPTSU for termination of the BA and initiate black-listing of the vendor.

17. Conflict of Interest

The Bidder shall disclose to IHAT-UPTSU in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it

becomes aware of such a conflict. Bidder shall hold UPTSU's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

18. Exit Management

i. Exit Management Purpose

- ii. This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.
- iii. The exit management period starts, in case of expiry of BA, at least 3 months prior to the date when the BA comes to an end or in case of termination of BA, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by UPTSU or Three months after the beginning of the exit management period, whichever is earlier.

iv. Confidential Information, Security and Data

Bidder shall promptly, on the commencement of the exit management period, supply to IHAT-UPTSU or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, utilization of VMs and allied infrastructure; any other data and confidential information created as part of or is related to this project;
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable UPTSU and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to IHAT-UPTSU or its nominated agencies, or its replacing vendor (as the case may be).
- d. The Bidder shall retain all of the above information with them for 30 days after the termination of the BA, post which the provider has to wipe / purge / delete all information created or retained as part of this project on confirmation from IHAT-UPTSU.
- e. Bidder will sign a Non-Disclosure Agreement with IHAT-UPTSU.

v. Employees

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to UPTSU a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, UPTSU or Replacing Vendor may make an offer of agreement for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by UPTSU or any Replacing Vendor.

vi. Rights of Access to Information

At any time during the exit management period, the Bidder shall be obliged to provide an access of information to UPTSU and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for UPTSU.

vii. Exit Management Plan

Successful Bidder shall provide IHAT-UPTSU with a recommended "Exit Management Plan" within 60 days of signing of the BA, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b. Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c. Plans for provision of contingent support to the implementation of D2C platform Solution for a reasonable period (minimum one month) after transfer.
- d. Exit Management Plan shall be presented by the Bidder to and approved by IHAT-UPTSU or its nominated agencies.
- e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.
- f. During the exit management period, the Bidder shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

19. Termination of BA

- i. IHAT-UPTSU may, without prejudice to any other remedy under this BA and applicable law, reserves its right to terminate for breach of BA by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the BA either in whole or in part:
 - a. Where IHAT-UPTSU is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this BA and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RfP or under this BA.
 - b. Where it comes to IHAT-UPTSU's attention / notice that the service provider is in a position of actual conflict of interest with the interests of IHAT-UPTSU, in relation to any of services arising out of services provided under the resultant BA or this RFP.
 - c. If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the BA; or
 - d. If the Bidder fails to perform any other obligation(s) under the BA.

- ii. Prior to providing a notice of termination to the Bidder, IHAT-UPTSU may provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach / default of the BA, if UPTSU is of the view that the breach may be rectified.
- iii. On failure of the Bidder to rectify such breach within 30 days, IHAT-UPTSU shall terminate the BA by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UPTSU. In such an event the Bidder shall be liable for penalty imposed by IHAT-UPTSU.
- iv. In the event of termination of this BA for any reason whatsoever, UPTSU is entitled to impose any such obligations and conditions and issue any clarifications / directions as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination / breach, and further allow and provide all such assistance to UPTSU and / or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution / continued execution of the requirements of this BA.

20. Confidentiality

- i. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the BA or to the SLA) in the course of or in connection with the BA (including without limitation such information received during negotiations, location visits and meetings in connection with the BA or to the SLA) or pursuant to the BA to be signed subsequently.
- ii. Except with the prior written permission of IHAT-UPTSU, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical / commercial reasons whatsoever.
- iii. The Bidder recognizes that during the term of this Agreement, sensitive data shall be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient shall constitute a breach of law applicable causing harm not only to the government Department whose data is used but also to its stakeholders. The function of IHAT-UPTSU requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article shall result in UPTSU and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.
- iv. The restrictions of this Article shall not apply to confidential information that:
 - a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
 - b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
 - c. Is developed by the Recipient independently of any of discloser's Confidential Information; and

- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

21. Miscellaneous

i. Standards of Performance

The Bidder shall provide the services and carry out their obligations under the BA with due diligence, efficiency and professionalism / ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this BA. The Bidder shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by IHAT-UPTSU up on signing of the BA.

ii. Care to be taken while working at UPTSU offices

- a. Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and IHAT-UPTSU in writing and pay necessary charges towards fixing of the damage.
- b. Bidder shall ensure that its employees / representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

iii. Compliance with Labour regulations

The Bidder shall pay fair and reasonable wages to the employees engaged, for the contract undertaken and comply with the provisions set forth under the Minimum Wages Act and the Contract Labour Act 1970. The salary of the manpower working on IHAT-UPTSU project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in UPTSU and / or Judicial Body. If complaints are received by IHAT-UPTSU (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

iv. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

v. Notices

- a. Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.
- b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

UPTSU

404-405, Rattan Square

Vidhan Sabha Marg

Lucknow (Uttar Pradesh) India - 226001

Phone: 0522 – 2237496, 2237522

Bidder:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

vi. **Personnel / Employees**

- a. Personnel / employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances shall such personnel be considered as employees of IHAT-UPTSU. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. IHAT-UPTSU shall not be responsible for the above issues concerning to personnel of Bidder.
- b. Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate and adequate qualifications to perform the Services. IHAT-UPTSU or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that IHAT-UPTSU requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by UPTSU or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements, UPTSU shall have the right to ask Bidder to change the team.
- c. Management (Regional Head / VP level officer) of Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.

d. The profiles of resources proposed by Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Bidder shall not remove such personnel without the prior written consent of UPTSU. For any changes to the proposed resources, Bidder shall provide equivalent or more experienced resources in consultation with UPTSU.

e. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. UPTSU shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

f. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

vii. Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

viii. Severability & Waiver

a. if any provision of this Agreement or the SLAs, or any part thereof, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision, which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

ix. Survivability

a. The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

22. Applicable Law

The BA shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings / processing. All legal disputes are subject to the jurisdiction of Lucknow courts only.

Attachments to the Agreement:

- i) Scope of Services for the bidder
- ii) Bid Document of IHAT-UPTSU for this work
- iii) Corrigendum Document published by IHAT-UPTSU subsequent to the Bid Document for this work
- iv) Detail Commercial proposal of the Bidder accepted by UPTSU
- v) Lol issued by IHAT-UPTSU to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document

23. Performance Bank Guarantee Format

(10% of Total Contract Value)

PERFORMANCE SECURITY:

Ref. No. :

Date :

Bank Guarantee No. :

To,

IHAT

404-405, Ratan Square

Vidhan Sabha Marg

Lucknow (Uttar Pradesh) India - 226001

Phone: 0522 – 2237496, 2237522

Whereas, <<name of the bidder and address>> (hereinafter called "Service Provider") has undertaken, in pursuance of Tender no. <Insert Tender No.> dated. <Date> to provide D2C Platform to UPTSU (hereinafter called "the beneficiary")

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

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

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

Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Notwithstanding anything contained herein:

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

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

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

24. Change Request

Due to the evolving nature of the business requirements of the D2C Platform, UPTSU recognizes that changes may be required during the entirety of the engagement with regard to the infrastructure and services as identified in the scope of this RFP. UPTSU also recognizes that these changes may have a financial impact and hence needs to be handled in a structured manner.

The Bidder shall understand and acknowledge that the D2C platform requirements given in the RFP are indicative requirements and are in no way exhaustive and guaranteed by UPTSU. The Bidder shall apply its own experience of handling such platforms to identify any other component/ service which are critical to ensuring continuity of services.

Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, etc. of the RFP which the Bidder had not brought out to UPTSU 's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to IHAT-UPTSU.

It shall be the responsibility of the Bidder to meet all performance and other requirements as stipulated in the RFP. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Bidder in his Bid, that may be required to be made during installation/commissioning of the D2C platform environment or at any time during the currency of the Agreement in order to meet the scope of work, objective, service and performance levels or other

requirements as defined in the RFP shall not constitute a change request and shall be carried out by the Bidder without any change order and without any time and cost effect to IHAT-UPTSU .

IHAT-UPTSU will have the option to upscale and downscale the quantities of channels/services under the D2C Platform supplied and installed by the Bidder at any time during the Agreement Period. The Bidder has to perform the upscale and downscale for channels/services at similar rates quoted in their Commercials. This shall not constitute to be a change order/request by IHAT-UPTSU.

In case applicable rates for the channels/services , in question are not available in the Agreement then the mutually agreed rates shall apply.