

No. AD(NM)/EMP/WHATSAPP/2324
GOVERNMENT OF INDIA
MINISTRY OF INFORMATION AND BROADCASTING
CENTRAL BUREAU OF COMMUNICATION
Soochna Bhawan, Phase 5, C.G.O. Complex, New Delhi-110003

Date: 17.10.2023

ADVISORY


Subject: Invitation of Bids for engagement of Agencies/Service Providers to provide WhatsApp Business API – based communication solution for various campaigns of Central Bureau of Communication (CBC).

1. Bids (Technical and Financial) are invited for engagement of Agencies/Service Providers to provide WhatsApp Business API based communication solution to disseminate information about Government's schemes, programmes, initiatives etc. by the Central Bureau of Communication (CBC) on behalf of other Ministries/Departments of Government of India.
2. RFP is attached herewith and is also available on the CBC website www.davp.nic.in
3. You may submit your response in sealed envelope in prescribed format to the Sh. Sreerag M, Deputy Director, CBC Room No. 278, 2nd floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 latest by 3 PM on 06.11.2023. The tenders may be addressed to:

Sh. Sreerag M,
Deputy Director, CBC
Room No. 278, 2nd floor, Soochna Bhawan,
Lodhi Road, New Delhi-110003

4. EMD - Rs. 5,00,000/- (Five Lakh Only)

5. Queries, if any may be referred to the officer mentioned above on digitalmediacbc@gmail.com or may be contacted on telephone 011-24369598 (During Office Hours)


17.10.23

Sreerag M
Deputy Director
011-24369598

(श्रीराग. एम. / SREERAG M.)
उप निदेशक / Deputy Director
केन्द्रीय संचार ब्यूरो / Central Bureau of Communication
सूचना एवं प्रसारण. मंत्रालय / Min. of I & B
भारत सरकार, नई दिल्ली-110003
Govt. of India, New Delhi-110003

**CENTRAL BUREAU OF COMMUNICATION
MINISTRY OF INFORMATION & BROADCASTING
GOVERNMENT OF INDIA**

SoochnaBhawan, Phase V, C.G.O. Complex, New Delhi – 110003

File No. AD/NM/EMP/WHATSAPP/2324

RFP DOCUMENT

Request for Proposal (RFP) for Empanelment of Agencies/service providers to provideWhatsapp Business API – based communication solutions for various campaigns of Central Bureau of Communications (CBC)

1. Bids intend to empanel agencies/service providers to provide Whatsapp Business API–based communication solutions(Push messages, utility conversations, service conversation, automated citizens service) for disseminating information about Central Government schemes, programmes, initiatives, etc. and engage with citizens on behalf of the Central Bureau of Communications (CBC), Government of India. Bids are invited from agencies/service providers fulfilling the eligibility criteria as mentioned in this RFP.
 - The Technical Bid and Financial Bid should be submitted in separate sealed envelopes clearly mentioning the title, RFP number and Date of Opening of the bids.
 - The Technical Bid should also be submitted in soft copy in the form of Pen Drive / CD / DVD.
 - EMD as well as the eligibility documents must be submitted in a separate envelope.
 - **All the above envelopes should be placed in another sealed envelope superscribed with the title, RFP number and due date.**

2. The address and contact numbers for sending Bids or seeking clarifications regarding this *RFP* are given below:

a.	Bids/queries to be addressed to	Sreerag M, Deputy Director, CBC
b.	Postal address for sending the Bids	Central Bureau of Communication, Room No: 278 (2ndFloor) SoochnaBhawan, CGO Complex, Lodhi Road, New Delhi -110003
c.	Name/designation of the contact personnel	Sreerag M, Deputy Director, New Media Wing, CBC
d.	Telephone number of the contact personnel	011-24369598
e.	e-mail address	digitalmediacbc@gmail.com

3. This *RFP* is divided into five parts as follows:

Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period, etc.

Part II: Contains essential details of the services required, scope of work, deliverables, etc.

Part III: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder (s).

Part IV: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful bidder (s).

Part V: Contains Evaluation Criteria, price bid issues and Format for Submission of Bids.

4. This RFP is being issued with no financial commitment, and CBC reserves the right to change or vary any part thereof at any stage. CBC also reserves the right to withdraw the RFP at any stage.

Part I – General Information

1. Last date and time for submitting the Technical and Financial Bids: 06/11/2023– till 03 PM as per format given in Annexure-I (Technical Bid) and Annexure II (Financial Bid)

The sealed Bids should be deposited/reached by the due date and time. The responsibility to ensure this solely lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be submitted at the address mentioned in Para (2) at first page of this RFP, by hand or by registered post/speed post so as to reach by the due date and time. **Tenders received after the due date and time will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.** Only those bids which are submitted to the mentioned address within due date and time will qualify to be opened. The Financial Bid, to be submitted in a separate sealed envelope, should be duly stamped and signed by the authorized signatory on all the pages. The Financial Bids which are not submitted in a separate sealed envelope or are not stamped and signed by the authorized signatory on all the pages shall be summarily rejected.

3. Time and date of opening of Technical & Financial Proposals:

Opening of Technical proposals	7th November 2023 at 12 Noon
Opening of Financial Proposals	9th November 2023 at 03 PM

The financial bids of only technically qualified agencies/service providers will be opened.
(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the CBC.)

4. Place of opening the Bids:

Conference Room, 2nd Floor, CBC, Soochna Bhawan, Lodhi Road, New Delhi -110003

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents and financial bids will be opened for all the technically qualified agencies/service providers to arrive at the rates.

5. Forwarding of Bids: Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like PAN Number, GST Number, and Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office, land line number and the mobile number on which the Agency can be contacted.

6. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to [<digitalmediacbc@gmail.com>](mailto:digitalmediacbc@gmail.com) referring to the RFP title, number and date, not later than 5

days prior to the last date of submission of the Bids. Copy of the queries and CBC's clarification will be posted on CBC's website – <https://davp.nic.in/> for information of all prospective bidders.

- 7. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by CBC prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach CBC no later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in the Bidder's forfeiture of bid security.**
- 8. Clarification regarding contents of the Bids:** During the evaluation and comparison of bids, CBC may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
- 9. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**
- 10. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 11. Validity of Bids:** The Bids should remain valid for a period of **SIX months** from the last date of submission of the Bids.
- 12. Earnest Money Deposit (EMD):** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 5,00,000/- (Five Lakh Rupees) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft / Banker's Cheque in favour of **Pay and Accounts Officer, CBC** or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-III. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 13. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of the tender.**

- 14. EMD Exemption:** Agencies that furnish an MSME certificate (Udyog Aadhaar Memorandum) and Startups (DPIIT Startup Recognition Certificate) with their bids shall be exempted from the payment of EMD as per the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012.
- 15. Two bid system:** It is a two-bid system. The technical bids will be opened on date specified in Para 3 above and shall be evaluated based on the technical criteria and eligibility documents. Their proposals will be evaluated based on their technical documents. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by CBC to technically qualified bidders. **Financial/price bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by CBC.**
- 16. Pre bid briefing:** The Pre bid briefing will take place on 20/10/2023 at 3.00 PM as per details given in the Advisory to be published on CBC's website
- 17. Preparation of Proposal:** The Respondent/bidder shall comply with the following related information during the preparation of the proposal-
- a. The Proposal shall conform to all the provisions of this RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
 - b. The Proposal (technical and financial) shall be typed or written in indelible ink (if required) and shall be signed and stamped by the Respondent or duly authorized person(s) all the pages of the tender documents to bind the Respondent to the contract. The letter of authorization shall be indicated by written Power of Attorney and shall accompany the Proposal. Any proposal which is not duly signed and stamped by the authorized signatory on all the pages of the tender may be summarily rejected.
 - c. Proposals received by Fax shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

Part II – Essential Details of Services Required

1. Aim & Objective:

The Central Bureau of Communication aims at providing 360-degree advertising/communication solutions to Ministries/Departments/ Public Sector Undertakings (PSUs)/autonomous bodies (Clients). It acts as an advisory body to the Government on media strategy. The central bureau of communication is engaged in educating people, both rural and urban, about the Government's policies and programmes to evoke their participation in developmental activities. This is ensured by the Bureau using different vehicles of communication viz. Print Media Advertising, Audio Visual Campaigns, dissemination through Exhibitions, Outdoor Campaigns, and New Media etc.

WhatsApp is a widely popular messaging platform in India with more than 400 million users as per various estimates. WhatsApp allows diverse media content formats, allows two-way communication and automated response to queries, all features allow Government to leverage the platform in multiple use case scenarios. This combined with increasing internet penetration and smartphone adoption in India allows better citizen-Government connect anytime and anywhere.

Therefore, CBC now aims to empanel WhatsApp business API service providers/agencies and implement WhatsApp Communication Management solutions from eligible services providers to provide associated services and assist in bridging the gap between the Citizens and Government.

2. Scope of Work: The sought services through this RFP will include the following:

Services	Description	Example
Marketing Conversation	One-way communication for promotions, informational updates, or invitations for citizens to respond or take action.	CBC/Client Ministry/Department/PSU trying to communicate with their scheme beneficiaries to inform them about the details of the scheme.
Utility Conversation	Utility conversations facilitate a specific, agreed-upon request or transaction, or update a customer about an ongoing transaction.	CBC client ministry/department/PSU intends to take feedback on an event.

Service Conversation	Service conversations to help resolve customer inquiries.	Grievance redressal system for a client ministry/department/PSU
Automated Customer Services (Chatbot) along with setting up operations and maintenance of Chatbot	To enable two-way communication between government and citizens.	CBC client ministry/department/PSU may like to design & deploy automated chatbot services to resolve the general queries of people along with operations and maintenance of Chatbot services.

**The examples are only indicative and may vary from case to case basis as per the requirement of CBC/Client.*

3. Whatsapp Business API – based services: CBC intends to provide the above-mentioned services to its client departments/ministries/PSUs including following:

- i. The empanelled agencies should provide a Whatsapp Business API – based services to send WhatsApp notifications/messages/templates to registered/non-registered users of web applications and develop and deploy Chatbot as per the CBC/Client requirements.
- ii. Facility for obtaining User Consent should be enabled through missed calls/chatbots and incoming SMS along with such WhatsApp Business API-based services.
- iii. Chatbot service may be required to facilitate and implement an automated process for the Chatbot for sending documents like Bills, Certificate, User Manual and other notifications (due date reminders, payment receipts, notices etc) to consumer WhatsApp accounts by integrating with various software system developed by Govt agencies.
- iv. The services should be able to facilitate sending WhatsApp messages in Hindi, English and 10 Indian languages [Or any Vernacular Language suggested by CBC].
 - a. Assamese
 - b. Bangla
 - c. Gujarati
 - d. Kannada
 - e. Malayalam
 - f. Marathi
 - g. Oriya
 - h. Punjabi
 - i. Telugu
 - j. Tamil
- v. The service providers should be able to provide a framework capable of sending messages in various media formats like **image, pdf, video, gif, emojis, stickers** etc. allowed by whatsapp and the file size limit should be as per the permissible limit by WhatsApp.

- vi. Bidder shall provide unlimited free Session Messages or customer response initiated Queries, Requests, or Complaints (QRC) through WhatsApp Business Account if such responses are within 72 hours of receipt of such QRCs from customers.
- vii. Provide web interface to view / download summary and detailed MIS report of sent/received WhatsApp messages along with sent double tick and Green tick.
- viii. The bidder is responsible for the approval of the WhatsApp Official Business Account (Green Badge) of CBC and its clients whenever required within ten days of submitting the requests. All the necessary documents will be provided by CBC/Client.
- ix. Bidder must be a Business Service Provider of Meta/Whatsapp.
- x. Bidder should maintain Service Level as per Meta/Whatsapp Norms and as defined in the Part IV-15 of this document.
- xi. The bidder should consider the approved numbers as the CBC/client property which will be transferable when required.
- xii. Bidder should provide 24X7 Support to handle any queries/complaints for technical issues in chatbot services.
- xiii. Bidder should be liable for approval of WhatsApp Number in the name of CBC and its clients, whenever required, within 10 days of submitting the request. CBC/clients will provide the necessary documentation for the process.
- xiv. In Case of suspension of Whatsapp number by Meta/WhatsApp, then the bidder has to reactivate the account within 7 days. All supporting documents will be provided by CBC/clients.
- xv. Citizens' details used by CBC and its clients to send messages can not be shared by the bidder or any third party partner in any form without the prior permission of CBC.

4. Nature and period of Engagement: The empanelment of agencies will be valid for two years from the date of notification of the eligible panel of agencies. Please note that engagement/contract can be cancelled unilaterally by the CBC being a customer, in case services are not received as per quality and standards specified in the RFP and contract within the contracted period. CBC reserves the right to exercise the option clause and repeat the order clause as per the text given in Part IV of this RFP.

5. Further, the term of contract may be extended for a further period of one year on same terms and conditions by CBC for those agencies whose services are found to be satisfactory during the empanelment period.

Part III – Standard Conditions of RFP

All the Terms and Conditions provided to the agencies/vendors at the time of their empanelment shall be valid and applicable. The details of the Terms and Conditions are available on CBC website.

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder(i.e. Contractor/Supplier in the contract) as selected by CBC. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India.
2. **Effective Date of Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration**: Any dispute, disagreement or question arising out of the Contract or relating to services, performance, existence, validity or termination which cannot be settled amicably by bilateral discussions, may be resolved by arbitration. The standard clause of arbitration is given in Annexure-IV.
4. **Penalty for use of Undue influence**: The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of CBC or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or anyone employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offers by the agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle CBC to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of CBC or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of CBC or to any other person in a position to influence any officer/employee of CBC for showing any favour in relation to this or any other contract shall render the agency

to such liability/penalty as CBC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the guarantee and refund the amounts paid by CBC.

5. **Agents/Agency Commission:** The agency confirms and declares to CBC that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. CBC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by CBC in terms of the contract along with interest at the rate of 2% per annum above 18% penal interest rate. The CBC will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC.
6. **Access to Books of Accounts:** In case it is found to the satisfaction of CBC that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of CBC shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of CBC, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
8. **Penalty and Liquidated Damages:** In the event the agency fails to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC may, at its discretion, withhold any payment until the completion of the contract. The agency must ensure compliance with the given schedule and sampling framework, failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay. The assessment will be made as per given time schedule in the tender document/work order/Lol. Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite liquidated damages to the sum of 1% of the

contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the contract value. CBC will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited.

9. Termination of Contract: CBC shall have the right to terminate the Contract in part or in full in any of the following cases:

- a. If an agency fails to honour CBC release orders without valid grounds twice consecutively, the agency is liable to be temporarily suspended as may be decided by PrDG/DG CBC. If an agency is temporarily suspended twice during the term of empanelment or during the term when their rate is valid, the agency is liable to be permanently removed from the panel by CBC and may be barred from participating in next tender process/rate contracts.
- b. The agency is declared bankrupt or becomes insolvent.
- c. The provision of services is delayed due to causes of Force Majeure by more than 01 months.
- d. CBC has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. As per Para (7) and (8) of Part IV of RFP.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. Patents and other Intellectual Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify CBC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Statutory Duties & Taxes:

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CBC by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon CBC.
- c. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between CBC & successful agency / bidder. This is a binding agreement between CBC and Agency for specific contracts in which CBC promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with CBC to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the CBC (Principal) and successful Bidder for this specific activity (the successful Bidder);
- b. An undertaking by the Principal (i.e. CBC) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding agency will be made “in the name for and on behalf of the company’s Chief Executive Officer”. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i) Denial or loss of contracts;

- ii) Forfeiture of the bid security and performance bond;
 - iii) Liability for damages to the principal (i.e. CBC) and the competing Bidders; and
 - iv) Debarment of the violator by the Principal (i.e. CBC) for an appropriate period of time.
- g. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company).

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. the Agency in the contract) as selected by CBC. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee (PBG)**: Selected agencies shall have to deposit Performance Security for an amount of Rs Five Lakhs (₹ 5,00,000) at the time of signing the contract. The selected bidder shall at his own expense deposit the Performance Security (Annexure-V) with CBC, within fourteen (14) working days of the date of issuing notice of award of the contract or prior to signing of the contract whichever is earlier. The performance security may be discharged/returned by CBC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations on the part of the successful bidders.
2. **Option clause**: The contract will have an Option Clause, wherein CBC/Ministry / Department concerned can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC/ Ministries/ Departments to exercise this option or not.
3. **Repeat Order Clause**: The contract will have a Repeat Order Clause, wherein CBC can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CBC to place the Repeat Order or not.
4. **Payment Terms**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.
5. **Paying Authority**: The payment would be made by CBC/Ministry / Department concerned on submission of following documents:
 - a. Ink signed copy of the Agency's bills.
 - b. Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract).
 - c. Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - d. Any other document /certificate that may be provided for in the Job Order / Contract.
 - e. Copy of PBG.

6. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

- a. The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including CBC or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- b. If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including CBC or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- c. The Agency shall furnish the following certificate to CBC along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including CBC or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

7. **Risk & Expense clause:**

- a. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, CBC shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b. Should the services thereof not perform in accordance with the specifications/parameters provided by CBC during the check proof tests to be done by CBC, CBC shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a contractual breach that was not remedied within 07 days, CBC shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.

- d. Any excess of the services price cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by CBC.

8. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- a. The agency shall provide the required services as and when demanded by the CBC. The personnel engaged for the services in the CBC shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the CBC.

The Agency shall make its own arrangement for commuting the personnel requisitioned, to the CBC offices wherever located in the areas of New Delhi/Delhi or any city and back.

- b. The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the CBC shall not be responsible for any such liability. The Agency shall undertake to indemnify the CBC for any liability under any law arising out providing the services as per the contract.
- c. During the subsistence of the contract, the CBC shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the CBC has to bear such liabilities on unforeseen circumstances/occasions, the CBC will recover such amount from the Agency by adjusting the amount payable to them.
- d. The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract.
- e. If the Agency fails to provide satisfactory performance, the CBC shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor etc. The CBC reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

10. Indemnity:

- a. **Mutual Indemnification** - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.
- b. **Intellectual Property Indemnities** - Bidder shall defend and indemnify CBC from and against any suit, proceeding, or assertion of a third party against CBC based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard CBC operations and protect CBC against any penalty and / or liability arising out of such claim.

11. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CBC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
12. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
13. Amendment of Bidding Documents (Corrigendum)
 - a. At any time prior to the deadline for submission of bids, CBC may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids CBC, at its discretion, may extend the deadline for the submission of bids.

14. Confidentiality Clause

- a. The agencies/service providers shall maintain the highest level of secrecy, confidentiality and privacy with regard to confidential public records.
- b. Additionally, the agencies/service providers shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- c. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. information already available in the public domain;
 - ii. information which has been developed independently by the Implementation Agency;
 - iii. the information which has been received from a third party who had the right to disclose the aforesaid information;
 - iv. Information which has been disclosed to the public pursuant to a court order.

15. Service-Level Agreement (SLA)

- a. The development of the chatbot functionality should be completed and it should go live after User Acceptance Testing(UAT)& approval by CBC/client within 8 weeks after issuing the workorder unless otherwise specified.
- b. The services of marketing and utility conversation should be implemented within 10days of issuing the workorder.
- c. All management tools required to, monitor the performance of the service should be provided by the agency/service provider at no extra cost. The Agency would be required to provide access to the management tools for monitoring purposes and would also provide timely MIS reports (weekly, fortnightly, and monthly) and SLA monitoring as a part of the contract.
- d. The agency/service provider has to resolve the Complaints/Deficiency in service within 72 Hrs after flagging a complaint/deficiency with them by client/CBC. In case of Non-Resolution of complaint, delay for every day attracts a penalty of Rs 2500 for each delayed day. Maximum up to Rs. 15000 per Complaint.
- e. The successful bidder has to provide uninterrupted services and operations throughout the contract period.
- f. **Uptime Requirements** – agencies/service providers will be required to provide a minimum overall uptime of 99.00% for WhatsApp Business API services. The uptime shall be calculated on monthly basis. (Uptime: The aggregate number of hours in any month as a ratio of total hours in a month during which each equipment/service is available for use.)
- g. **Planned Down Time:** For any major up-gradation, etc., CBC/client may allow the Selected agencies/service providers a planned downtime, which would not be added to the SLA downtime.
- h. CBC may inform the Agency at least 15 days prior to making a change in the Service Levels.
- i. CBC reserves the right to change the criticality, service availability duration, service levels and service level measurements with prior information
- j. CBC may introduce a new Service Level that needs to monitor – but will include the basic aspects like Expected Service Levels, Minimum Service Levels etc.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The selection of agency will be done through a two-bid system i.e. 'Technical' and 'Financial'. **All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in CBC.** During evaluation of Proposals, CBC, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

- i. **Preliminary & Technical Scrutiny:** Preliminary scrutiny of the bids for eligibility will be done to determine whether the Proposal is complete, whether EMD has been duly submitted, EMD exemption documents if any, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected. Technical scrutiny will be done based on parameters given below. If a Technical Bid (to be submitted as per **Annexure - I**) is determined as not substantially responsive, the committee will reject it. The parameters to be used for technical evaluation are :

S No	Criteria	Documents to be submitted	Compliance
1.	Legal Entity		
	<p>The bidder should be :</p> <p>A partnership firm registered under the Indian Partnership Act, of 1932.</p> <p>OR</p> <p>A Limited Liability Partnership registered under the Indian Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>A company registered under the Indian Companies Act, 1956/2013</p>	<p>- Copy of valid Registration Certificates</p> <p>- Copy of Certificates of incorporation</p>	Compliant / Non-Compliant
2.	Credentials		
	<p>The bidder/applicant should be a Premier or Select Meta managed partner and listed as such on the WhatsApp website</p>	<p>Notarized copy of Valid License provided by Whatsapp / Notarized copy of Agreement with Whatsapp / Notarised copy of BSPs list from the Official Whatsapp Website showing bidder's name</p>	Compliant / Non-Compliant
3.	Experience		

3.1	The bidder must have successfully completed minimum five (5) projects of WhatsApp Business API integration and Chatbot Solution	Completion certificate / Certificate from the customer	Compliant / Non-Compliant
3.2	The bidder/applicant should have completed/have under execution, a minimum of two (2) WhatsApp Business API project with Ministry / Department of Government of India (GoI) ;or Ministry/Department of State Government/UT; or Public Sector Undertaking (PSU) of GoI/State Government/UT; or any entity completely / partially owned by GOI / State Government / UT	Work Order & Work Completion Certificates from the client; OR Work Order & Phase Completion Certificate from the client	Compliant / Non-Compliant
4.	Turnover		
	The average Annual Turnover of the bidder from IT/ ITeS during the these three (03) financial years i.e. FY 2020-21, FY2021-22, FY, 2022-23 (as per the last published audited balance sheets), should be at least Rs. 50 Crores. OR The bidder should have a cumulative turnover of Rs. 5 Crore from WhatsApp business API, chatbot solution for the these three financial years (FY 2020-21, FY 2021-22, FY 2022-23)	1. Audited and Certified Balance Sheet & Profit/Loss Account of these three Financial Years. AND 2. CA certificate mentioning turnover of Software development/IT projects/products development and Support service activities. OR CA certificate mentioning turnover of entity from WhatsApp Business API Services	Compliant / Non-Compliant
5.	Blacklisting		
	The bidder should not be under a declaration of ineligibility for corrupt	Self-Declaration duly notarised	Compliant / Non-Compliant

	and fraudulent practices issued by the Government or any of the PSU. Certificate/affidavit mentioning that the Bidder is not currently blacklisted by the Government or any of the PSU due to engagement in any corrupt & fraudulent practices.		
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- ii. In addition to the above, the following must also be ensured to be eligible:
 - o The agency should NOT have been disqualified by CBC or been a defaulter of CBC in five (5) year preceding the date of application.
 - o The agency should not have been blacklisted by Central Government or any State Government.
 - o The Agency should NOT be involved in a criminal act for which the proprietor or Director or promoter of the agency has been convicted by a Court of law or for which the proceedings are pending in a court of law.
 - iii. **Technically Qualified Respondents:** All agencies providing valid documentary proof and compliant to above mentioned technical eligibility conditions will be shortlisted by CBC in the Technical Evaluation. Financial Bids will be considered only of those respondents who comply with all the requirements of technical evaluation.
2. **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes) as per **Annexure II** for each of the the jobs listed and, in the format, given in this RFP. Financial Proposal should quote one final price (excluding GST) for identified duration in a separate envelope. Financial Proposals will be opened in the presence of the respondents who choose to be present. All concerned will be informed individually. The categories in the financial bids are as under:

Service	Description	Component	Amount (INR*) (excluding GST but inclusive of all services/inclusions as per scope)
WhatsApp Business API for Marketing Conversation (Push Messages)	Push diverse media format contents to citizens	Cost per Message (Initiated by CBC/client)	
Utility Conversation	Utility conversations facilitate a specific, agreed-upon request or	Cost per conversation	

	transaction, or update a customer about an ongoing transaction.		
Service Conversation	Service conversations to help resolve customer inquiries.	Cost per conversation	
Automated Citizen Services (Chatbot setup cost, Chatbot operations and maintenance cost)**	To enable two-way communication between government and citizens.	One-Time Set Up Cost including procurement of Mobile Number, the configuration of approved templates, development, configuration, Integration and implementation of Chatbot functionality on Whatsapp Platform and OS, Database licenses for the entire contract duration. Cost of Operation & Maintenance and customization of Whatsapp Business API Platform and multiple chatbot solution for a period of 6 months	

*Amount inclusive of rates published by WhatsApp on its website and other charges for inclusion of services as mentioned in the Scope.

** For every additional month of operation and maintenance pro-rata basis charges will apply.

- i. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly.
- ii. **Discovery of Lowest Rate Matrix:** Lowest rate will be arrived at for each of the items in the bid format, from the financial proposals submitted by technically qualified Agencies. A rate contract matrix will be formed with all technically qualified Agencies, subject to acceptance of the lowest rate matrix thus arrived at for each of the identified services/jobs. Job will be awarded on the basis of such lowest rates matrix so discovered, to only such Agencies who have accepted and signed the rate contract.

- iii. The decision of the committee formed by CBC will be final and binding. CBC reserves the right to accept or reject a proposal without assigning any reason thereof.
- iv. The Bidders are required to spell out the rates of GST in an unambiguous term. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- v. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- vi. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by CBC. CBC also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.
- vii. The contract entered into will be the **all-inclusive basis as mentioned in the scope as hereby repeated below:**

Incoming & outgoing WhatsApp Session Messages to customers within 24 hrs	Free Unlimited
Service Levels as defined in point IV (15)	Included
Bidder should provide 24X7 Support for any queries/complaints for technical issues in the chatbot services.	Included
WhatsApp Official Business Account (Green Badge), upon approval by WhatsApp [No Extra Charges should be applicable]	Included
WhatsApp Number approved by on the name of CBC/client	Included

3 Award of Contract: After final evaluation of the technical & financial proposal, CBC will notify the Respondent in writing that their Proposal has been accepted and rate contract will be signed on acceptance of the L1 rate by the Agency. CBC may award any job to selected agencies on the rotational basis or requirement of campaign. The selected agency will be awarded the job on the basis of acceptance of the job on the arrived L1 rate matrix.

4. Financial / Price Bid Format: The Financial / Price Bid format is given in Annexure II and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure. The financial bid duly filled in Microsoft Excel must also be submitted duly sealed in CD format&in the financial bid envelope.

(Proforma for submission of Technical Bid for WhatsApp Business API based communication solutions)

Invitation of Bids for Empanelment of Agencies/service providers to provide Whatsapp Business API – based communications solutions for various campaigns of Central Bureau of Communications (CBC).

The following format is to be filled accurately and placed at the RFP of “Technical Bid” and along with supported documents in chronological order:

1. Name of Agency:

2. Contact Details:

Head Office	
Address	
E-mail	
Mobile No.	
Landline No.	

Documents to be submitted:

- Notarized copy of legal procession & premises (such as ownership deed, rent agreement, electricity bills etc.)

Branch Office (if any)	
Address	
E-mail	
Mobile No.	
Landline No.	

- Authorized representative

Contact Person	
Address	
E-mail	
Mobile No.	
Landline No.	

3. Details of GST

- GST No.
- TAN no.
- PAN No.

Documents to be attached:

- Notarized copy of registration of GST , PAN & TAN.

4. Legal Status of Company/firm/LLP etc.

Documents to be attached:

- Notarized copy of MCA Incorporation Certificate /legal document of the firm, Details of Owner (Proprietor/Partner/Directors) of company/Notarized copy of partnership deed in case of Partnership firm/LLP

5. Credentials for a Business Service Provider:

Documents to be attached:

- Notiarized copy of Valid License provided by Whatsapp / Notarized copy of Agreement with Whatsapp / Notarised copy of BSPs list from the Official Whatsapp Website showing bidder's name

6. Details of all work done (Job Orders) in of WhatsApp Business API integration and Chatbot Solution

(A) Details of Successfully Completed Projects

SNo	Work order number	Date of work order	Financial Year	Work order giving organization	Organization Category (Government / Private / PSU)	Invoice number
	Total					

Documents to be attached:

- 1) Completion Certificate / Certificate from the Client for all the projects
- 2) The invoice must contain GST No. GST statement R1 against all invoices
- 3) Self-attested copies of work order & invoice for the same.

(B) Details of Projects with Government / PSUs

SNo	Work order number	Date of work order	Financial Year	Work order giving organization	Organization Category (Government / PSU)	Invoice number
	Total					

Documents to be attached:

- 1) Work Order of all the listed projects done for the Client for WhatsApp Business API project with a Ministry / Department of Government of India (GoI) ; or Ministry/Department of State Government/UT; or Public Sector Undertaking (PSU) of GOI/State Government/UT; or any entity completely / partially owned by GOI / State Government / UT
- 2) Completion Certificates or Phase Completion Certificate from the Client
- 3) The invoice must contain GST No. GST statement R1 against all invoices
- 4) Self-attested copies of work order & invoice for the same.

7. Turnover Details:

Sl. No	Financial Year	Turnover from IT/ITeS	Turnover from WhatsApp Business API or Chatbot Solution Services
	2022-23		
	2021-22		
	2021-20		

Documents to be attached:

- CA certificate mentioning turnover of Software development/IT projects/products development and Support service activities.
- CA certificate mentioning turnover of entity from WhatsApp Business API or Chatbot Solution Services

8. Blacklisting

Documents to be attached:

- Self-Declaration duly notarised

9. Submit an affidavit on stamp paper stating on oath that the details submitted by service provider/firm in the Proforma for technical bid (**Annexure I**) are true and correct.

10. Any other relevant information

List of documents attached in chronological order

Sl.No.	Name & required document	Quantity	Remark
Total			

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc.) to certify and undertake that the all the information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the Central Bureau of Communication in future.

1. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
2. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the bids.
3. I/ We do hereby undertake to accept all the standard and special conditions of the RFP.

Date:

(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION

Proforma for submission of Financial Proposal**(To be submitted on Company's Letter Head)**

Subject: Tender for empanelment of Agencies/service providers to provide Whatsapp Business API – based communications solutions for various campaigns of Central Bureau of Communications (CBC).

In accordance with CBC Tender Enquiry No.dated2023, we hereby quote **(all inclusive rate except GST)** as under for the area where we are empanelled:

Service	Description	Component	Amount (INR*) (excluding GST but inclusive of all services/inclusions as per scope)
WhatsApp Business API for Direct Marketing (Push Messages)	Push diverse media format contents to citizens	Cost per Message (Initiated by CBC/client)	
Utility Conversation	Utility conversations facilitate a specific, agreed-upon request or transaction, or update a customer about an ongoing transaction.	Cost per conversation	
Service Conversation	Service conversations to help resolve customer inquiries.	Cost per conversation	
Automated Citizen Services (Chatbot setup cost&Chatbot operations and maintenance cost)**	To enable two-way communication between government and citizens.	One-Time Set Up Cost including procurement of Mobile Number, the configuration of approved templates, development, configuration, Integration and implementation of Chatbot functionality on Whatsapp Platform and OS, Database licenses for the entire contract duration. Cost of Operation & Maintenance and customization of Whatsapp Business API Platform and multiple chatbot solution for a period of 6 months	
Automated Citizen Services**			

**Amount inclusive of rates published by Whatsapp on its website and other charges for inclusion of services as mentioned in the Scope but exclusive of GST.*

**GST, will be paid extra.*

	Details
GST Exemption Claimed (if any)	
GST Rate Applicable	

(Conditional tender will be rejected summarily)

Note: The rates applicable by WhatsApp are available at the link:<https://developers.facebook.com/docs/whatsapp/pricing>

DECLARATION FOR FINANCIAL BID

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc) to certify and undertake that the all the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/ Tender Document. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the CBC in future.

Date:

(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION

EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of

(hereinafter called the "Bid") against the customer's request for proposal No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto.....(hereinafter called the "Customer") in the sum of..... for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch)

Format of Arbitration Clause – Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Delhi International Arbitration Centre for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

From:

Bank _____

To

The President of India through Central Bureau of Communication,
Ministry of Information & Broadcasting,
Government of India,
New Delhi

Dear Sir,

1. Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
“Contractor/Supplier” for supply of services as per Part-II of the said contract to the said
contractor and whereas the contractor/supplier has undertaken to produce a bank
guarantee of value amounting to.....to secure its obligations to the
President of India. We the..... Bank hereby expressly,
irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of
the contractor/supplier that, in the event that the President of India declares to us that the goods
have not been supplied according to the Contractual obligations under the aforementioned
contract, we will pay you, on demand and without demur, all the any sum up to
a maximum of Rupees.....only. Your written
demand shall be conclusive evidence to us that such repayment is due under the terms of the
said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any
arrangements, variations made between you and the Contractor/supplier indulgence to
the Contractor/Supplier by you, or by any alterations in the obligations of the
Contractor/Supplier or by any forbearance whether as to payment, time performance or
otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 26 months from the effective date of contract according to
the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the
aforesaid expiry date as provided in the above referred contract or unless this guarantee is
extended by us, all your rights under this guarantee shall be forfeited and we shall be
discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....
