Reference No. CPF/RFP/2023-24/004, Dtd. 16/03/2024

Request for Proposal
For Engagement of Service Provider for
WhatsApp Based Chatbot Service

CyberPeace Foundation
230/B, Road No.2, Ashok Path, Ashok Nagar,
Ranchi-834002 (Jharkhand)
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1. CyberPeace Foundation (CPF) invites proposals for “Engagement of Service Provider for WhatsApp Based Chatbot Service”.

2. The content of this Request for Proposal (RFP) enlists the requirements of the CPF. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms and bidding process and explain the contractual terms that the CPF wishes to specify at this stage.

3. The Bid may be submitted at the following address on or before March 26th, 2024 by 13:00 Hrs. via e-mail/courier:

   CyberPeace Foundation (CPF)
   230/B, Road No.2, Ashok Path, Ashok Nagar,
   Ranchi-834002 (Jharkhand)
   E-Mail: secretariat@cyberpeace.net

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**Tender Summary**

<table>
<thead>
<tr>
<th>Details</th>
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<tbody>
<tr>
<td>End Date/Time</td>
<td><strong>26/03/2024, Up to 13:00 Hrs.</strong></td>
</tr>
<tr>
<td>Opening Date/Time</td>
<td><strong>27/03/2024, At 15:00 Hrs.</strong></td>
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<tr>
<td>Item Category</td>
<td>Custom RFP for Services - Engagement of Service Provider for WhatsApp Based Chatbot Service</td>
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<tr>
<td>Contract Period</td>
<td>Three Years</td>
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<td>Time allowed for Technical Clarifications during technical evaluation</td>
<td>02 Days</td>
</tr>
<tr>
<td>Evaluation Method</td>
<td>Total value wise evaluation</td>
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<tr>
<td>Financial document Indicating Price Breakup Required</td>
<td>Yes</td>
</tr>
<tr>
<td>Validity of the Proposal</td>
<td>90 days</td>
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1. INTRODUCTION

**CyberPeace Foundation**

CyberPeace Foundation endeavors to make the internet a more secure, stable, trustworthy and inclusive place for all netizens across the globe.

As a non-partisan collective, we unite expertise, experiences, capacity and intent across a broad spectrum of institutions, disciplines and cultures in order to combat the common threat of cybercrime.

And we do this by regularly collaborating with a plethora of stakeholders such as citizens, government organizations, law enforcement agencies, private companies, non-governmental organizations, universities, cybersecurity experts, bug bounty hunters and more.

Four Pillars of CyberPeace

- Cyber Policy, Advocacy and Diplomacy
- Innovation and Research
- Collaboration and Connection
- Inclusion and Outreach

The mandate of CyberPeace is to lead nationwide awareness towards cyber security in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting interests of the nation and its citizens.

2. Objective

The document's objective is to engage a Service Provider which provide the following:-

- provide access to trusted cyber awareness resources;
- provide supports and activity reporting for Volunteers, including a point and rewards system;
- provide cybercrime support to victims;
- provide information about upcoming events, workshops and general query responses.
### 3. Scope of Work

The following are feature requirements for the WhatsApp Based Chatbot service:

<table>
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<tr>
<th>Feature type</th>
<th>Description</th>
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| General                       | ● Natural Language Processing (NLP) : For understanding and responding to user queries effectively.  
                                 ● User Authentication : To personalize experiences and track individual progress.  
                                 ● Multilingual Support : To cater to a global audience.  
                                 ● Integration with Platforms : Seamless connection with social media, websites, and databases for real-time updates and information retrieval. |
| **AI-CyberPeace – GPT**       | ● Immediate threat detection and assistance  
                                 ● Misinformation identification  
                                 ● Seamless transition to human expertise  
                                 ● CyberPeace Community Assistance  
                                 ● Outreach and Training  
                                 ● Performance and metrics tracking |
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|                               |             |</p>
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<thead>
<tr>
<th>Security and Privacy</th>
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<tr>
<td>● Data minimization: Collect only the data that is absolutely necessary.</td>
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<td>● User Consent and Transparency: Users should be aware of what data is collected and</td>
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<tr>
<td>how it is used.</td>
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<td>● Secure Data storage and transmission: Safeguard user data from unauthorized access.</td>
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<td>● Regular Security audits: Continuously monitor and improved at a security measures.</td>
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<td>● Access Control: Restrict access to sensitive user data.</td>
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<td>● Data retention policies: Retain data only for as long as needed.</td>
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<td>● Compliance with Privacy Laws: Adhere to global and regional data protection</td>
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<tr>
<td>regulations.</td>
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<td>● User Education: Inform users about cybersecurity, online safety &amp; safe data</td>
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<tr>
<td>practices.</td>
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<td>● Anonymity options: Offer services without compromising user identity.</td>
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<th>Platform Features</th>
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<tr>
<td>● Detailed Insights</td>
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<td>● Analytics Capability</td>
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<tr>
<td>● Integration hooks for 3rd party (e.g: Salesforce)</td>
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<td>● Prototyping tools for user testing</td>
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<tr>
<td>● Simulator to preview chatbot</td>
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<tr>
<td>● Ability to set system alerts in case of failure</td>
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<td>● Ability to support menu based navigation</td>
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<td>● Options to handle interactive messaging</td>
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<td>● Running a schedule based campaign</td>
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<td>● Ability to support multiple languages (if needed)</td>
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<td>● Retry mechanism for failed messages</td>
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Training and Simulations

Provide a menu of Training and Simulation content around:

- Misinformation & Deepfake awareness
- Phishing attack
- Ransomware encounter
- Insider threat challenge
- Social engineering
- Password attack and defence
- WiFi attacks and risks
- Data breach response
- Secure web browsing techniques
- Mobile device security
- Bring your own device policy compliance: Educate on best practices for using personal devices for work

Operation and Maintenance

- SLA
- Support Mechanism

The services for a CyberCorps volunteer chat service will include:

- Cyber Awareness Resources
- Volunteer Activity Reporting: tracking volunteer activity
- Points & Rewards System: Volunteer hours result in points
- Report Spam / Abuse / Misinformation
- Cybercrime Assistance
- Upcoming Events and Workshops
- Tier & Badge Information: Depending on the number of volunteering hours, a tier/Badge is assigned to each volunteer
- General Queries
- Feedback & Suggestions
- Exit rating

4. KEY RESPONSIBILITIES

Conceptualizing & developing Whatsapp based Chatbot service.

5. MANPOWER REQUIREMENTS

The agency should be fully equipped with trained and skilled professionals.
6. PRE-QUALIFICATION CRITERIA

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<tr>
<th>S.No</th>
<th>Requirement</th>
<th>Documents</th>
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<tr>
<td>1</td>
<td>The applicant firm shall be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956 or any other previous companies act, Partnership Firm registered under the Indian Partnership Act, 1932, LLP registered under the Limited Liability Partnership Act, 2008, Consortium having a maximum of two members* registered under Companies Act, 2013 or companies Act, 1956 or a Society registered under the Societies Registration Act, 1860.</td>
<td>Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association/Partnership Deed.</td>
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<tr>
<td></td>
<td></td>
<td>GST Registration Certificate.</td>
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<tr>
<td>2</td>
<td>The applicant should not be involved in any sub judice matters against them, that may have an impact of affecting or compromising the delivery of services as required under this contract and should furnish an undertaking to the effect that the firm has not been blacklisted/debarred on working with any Government organization/PSU/statutory or Autonomous organizations in India.</td>
<td>Undertaking by the authorized signatory on the company’s letterhead (refer Form-C).</td>
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7. METHOD OF SELECTION

The bids shall be evaluated on Quality and Cost Based Selection (QCBS).

Sub contracting may be allowed only upon prior written intimation to CyberPeace at the Bidding stage itself, the responsibility for management and liability shall rest with the selected service provider.

8. EVALUATION OF BID

Proposals will be evaluated based on the following criteria:

**Relevant Experience:**
Relevant experience in Chat Service for Government/ PSUs/ Private Sector/Brands (PO Copies) from previous clients.

**Total Wise L1:** L1 will be declared on Total Quoted Price with Taxes.
9. GENERAL TERMS AND CONDITIONS

**Contract Duration**: The contract shall be valid for a period of three (03) years from the date of award of the contract and may be extended further, subject to satisfactory performance of the agency on the same terms and conditions and the requirements of CyberPeace.

**Exclusivity of the selected resources**: The selected resources shall be deployed exclusively on the project awarded through this contract and shall not be deployed on any other project till the end of the contract or a written approval of the CyberPeace SPOC, whichever is earlier.

**Payment Milestones**: Payment shall be made as per mutual understanding between selected service provider and CyberPeace.

**Amendments to RFP**: At any time prior to the last date for receipt of applications, CyberPeace may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. In order to provide prospective applicants reasonable time to take the proposed amendments into account while preparing their proposals, CyberPeace may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. Any such amendment shall be communicated to the service providers.

**Conflict of Interest**: CyberPeace requires that service provider provides professional, objective, and impartial analysis and data, and at all times hold the CyberPeace’s interest’s paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

**Ownership Rights**: Ownership of all new artifacts (data, reports, presentations and other publications) generated during the course of the assignment or otherwise with respect to the assignment, will rest with CyberPeace and it will have the right to resell/implement the same with any other organization.

**Ethics**: CyberPeace requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, CyberPeace defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
“collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of CyberPeace, designed to establish prices at artificial, non-competitive levels.

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. CyberPeace will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and CyberPeace will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

Termination of Contract

**Termination for Default**
CyberPeace reserves the right to terminate/short close the contract, without prejudice to any other remedy for breach of contract, by giving 15 days’ notice if the agency fails to perform any obligation(s) under the contract and if agency, does not cure their failure within a period of 7 days (or such longer period as CyberPeace may authorize in writing) after receipt of the default notice from CyberPeace.

**Termination for Insolvency**
CyberPeace may at any time terminate the contract by giving written notice without compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CyberPeace.

**Termination for Convenience**
CyberPeace may by written notice sent to agency, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by agency till the date upon which such termination becomes effective.

**Intellectual Property Rights:**
CyberPeace will own all the intellectual property resulting out of services being performed under this contract.
All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the selected service provider(s) on behalf of CyberPeace and paid for by CyberPeace shall vest with CyberPeace. Provided that CyberPeace would reimburse the Service Provider for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any
professional body or association, with prior approval from CyberPeace. In order to perform the services, the service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep CyberPeace harmless and indemnify CyberPeace from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights. All documents, report, information, data etc. collected and prepared by the service provider in connection with the scope of work submitted to CyberPeace will be property of CyberPeace. The service provider shall not be entitled, either directly or indirectly, to make use of the documents and reports given by CyberPeace for carrying out of any services with any third parties. The service provider shall not, without the prior written consent of CyberPeace be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services. The Service Provider shall not use or publish its logo or brand name/name in any of the data/ documents/ report/ information/ content/materials in connection with the scope of work. The pre-existing intellectual property of the service provider used in deliverables shall remain vested with the service provider. Anything developed during the course of the project shall be owned by CyberPeace.

**Companies’ Personnel:** The service provider shall employ and provide at its own cost such qualified and experienced Service Provider as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the service provider(s) and CyberPeace will in no way be responsible for any such claims/ damages.

**Rejection of Application:** The application is liable to be rejected if:

- Not in prescribed forms and/or not containing all required details;
- Received after the expiry of due date and time;
- Missing of any supporting document(s) with the Proposal.

**Disclaimer:**

CyberPeace shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant. CyberPeace reserves the right

i. To reject any/all applications without assigning any reasons thereof;
ii. To terminate the RFP process at any time, without assigning any reasons thereof;
iii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of CyberPeace without assigning any reasons thereof;
iv. To include any other item in the Scope of work at any time after consultation with applicants or otherwise.
v. To select multiple organizations for the project for allocation of work if it meets the essential criteria for qualification.
Written Undertaking: CyberPeace may at any time require the service provider and its employees/advisors/professionals/Contractors, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to CyberPeace and relating to the use and non-disclosure of the confidential information relating to CyberPeace or any Government Department or relating to any Ministry and or such other information that CyberPeace suggests to be confidential. Upon receiving a request aforesaid the service provider must promptly arrange for all such undertakings to be given to CyberPeace.

Knowledge Transfer: Subject to any qualification or provision to the contrary in the statement of work, the service provider must provide the following assistance to the CyberPeace on termination or expiration of this Contract: transferring or providing access to the CyberPeace to all information stored by whatever means held by the service provider or under the control of the service provider in connection with this Contract; and making Specified Personnel / employees and Agency Personnel available for discussions with the CyberPeace as may be required. The time, length and subject of these discussions will be at the sole discretion of the CyberPeace, provided that any matter discussed is not considered to reveal any commercial-in-confidence information of the service providing firm.

Force Majeure: Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include
i. Any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
ii. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
iii. Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

Indemnity: The service provider undertakes to indemnify CyberPeace from and any losses that CyberPeace may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment.
**Subletting of Work:** Sub-letting of work will be permitted based on the clear intimation to CyberPeace and the approval of the CyberPeace SPOC. However, final liability shall rest with the selected service provider.

**Maintenance of Confidentiality:** The service provider must not divulge any confidential information and assure that reasonable steps are undertaken to provide for the safe custody of any and all confidential information in its possession, and to prevent unauthorized access thereto or use thereof; any deviation to this clause must be immediately reported to CyberPeace Foundation.

The selected service provider will be required to sign a mutually agreed Non-Disclosure Agreement (NDA) with CyberPeace.

**Removal of Data:** The service provider must ensure that its employees/professionals’ subcontractors and personnel do not:

i. Remove any data or allow any data concerned with this contract to be removed from the places as notified / directed by CyberPeace; or

ii. Take any Data or allow any data to be taken outside of India, without CyberPeace's prior written consent.

**Taxes & Duties:** The service provider shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India.

**Validity of Proposals:** The proposals shall remain valid for a period of 90 days from the last date of submission. In exceptional circumstances, CyberPeace may solicit the bidder’s consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

**10. SUBMISSION OF PROPOSAL**

Pre-qualification documents alongwith Form A, B & C.
Details of relevant past experience.

Applicant firms are expected to take into account the requirements and conditions outlined in the RFP document. The quoted price by the bidder should be inclusive of all taxes including expenditure incurred on travel, accommodation and other contingency expenditure. The same should be clearly mentioned inclusive of taxes.

All proposals must be submitted by e-mail to secretariat@Cyberpeace.net no later than **March 26th, 2024** or send the document through courier at 230/B, Road No.2, Ashok Path, Ashok Nagar, Ranchi-834002 (Jharkhand).
The successful Service Provider shall be paid on monthly basis or after completion of services assigned under the agreement as the case may be for the Scope of Work and deliverables. The successful Service Provider will raise the invoice inclusive of all applicable taxes to CyberPeace once a month comprising complete assignment detailed as per scope of work and deliverables.

**NB: Late submissions will not be considered.**

**Submission Guidelines:**

Bids/Proposals not conforming to the prescribed format and not containing all the relevant documents/information would be summarily rejected.

Interested parties may submit the Proposal to Secretariat, CyberPeace Foundation, Ranchi, Jharkhand latest by March 26th, 2024, 13:00 Hrs. (By E-Mail/courier)

For any queries: Email-id: secretariat@cyberpeace.net

CC to: accounts@cyberpeace.net

Jai Kumar
Secretary
CyberPeace Foundation
Form A: Application Letter
(To be submitted on the Letter head of the responding firm)

{Place}
{Date}

To,

Subject: Submission of proposal in response to the RFP for “Engagement of Service Provider for Whatsapp Based Chatbot Service”.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated ______________ for Engagement of Service Provider for WhatsApp Based Chatbot Service.

2. We undertake, if our proposal is accepted, to assign a team dedicated to this project.

3. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

4. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and CPF or its appointed representatives.

5. We agree to unconditionally accept all the terms and conditions set out in the RFP document and also agree to abide by this proposal response for a period of THREE YEARS from the date fixed for proposal opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this proposal response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CyberPeace.

6. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.

7. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the CPF as to any material fact. We agree that CPF is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Proposal response without assigning any reason whatsoever.

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

Dated this Day of 2024
(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:
(Name and Address of Company) Seal/Stamp
Form B: Relevant Project Experience

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the Project/Engagement</th>
<th>Client name</th>
<th>Duration (Period)</th>
<th>Value</th>
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Form C : Format for Non-Blacklisting Undertaking
(To be submitted on the Letterhead of the responding firm)

To,

___________________
___________________

Subject: Non-Blacklisting declaration in connection with RFP Ref. No. 
___________________ dated___for__________

Dear Sir,

This is to notify you that our Firm/Company/Organization ________intends to submit proposal in response to invitation for Tender Ref. No. _______ dated_______. In accordance with the above, we declare that:

a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement

b. We are not blacklisted by any Central/State Government/agency of Central/State Government of India or any other country in the world/Public Sector Undertaking/any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this Day of  2024
(Signature) (In the capacity of)
Duly authorized to sign the Proposal Response for and on behalf of:
(Name and Address of Company) Seal/Stamp