

RFQ No.: AGL/56/IT/WhatsApp Business Solutions/09/2024
RFQ for Procurement of WhatsApp Business Solutions Services
Annexure-1 Scope of Work and Special Conditions

PROPOSED SCOPE OF WORK

- **For Bulk Transactional WhatsApp Business Solutions API: -**
 - Bulk Transactional WhatsApp Business Solutions API Pack with unlimited validity (till balance available).
 - APIs Software integration facility to send the WhatsApp Business Solutions API from software's & tracking of WhatsApp Business Solutions Messages delivery status via APIs.
 - Provision of WhatsApp Business Solutions Sending Portal for AGL with following minimum facilities: -
 1. Vendor has to ensure the successful delivery and share the delivery report to AGL as & when required.
 2. To view the delivery status, statistics of WhatsApp delivered/failed/expired/send/read etc.
 3. To view and download delivery report for specific period.
 4. Vendor has to check the WhatsApp Business Solutions portal of AGL and return the failed /expired WhatsApp Business Solutions Messages count to AGL as & when required.
 5. Availability of Delivery Reports of WhatsApp Business Solutions Messages such FAILED/REJECTED/DELIVERED etc.
 6. Sending of WhatsApp Business Solutions Messages at individual-basis or bulk-basis from WhatsApp Business Solutions Messages Sending Portal.
 7. Sending of WhatsApp Business Solutions Messages with Custom Parameter/Dynamic Field by uploading a file.
 8. Sending of WhatsApp Business Solutions Messages in English & in Unicode characters.
 9. The WhatsApp Business Solutions Messages sending portal will be provided by vendor which will have full access of sending WhatsApp Business Solutions Messages.
 10. The contract period for the service shall be till the validity of WhatsApp Business Solutions Messages pack exists.
 11. All sent message should have delivery details and should be accessible.
 12. Other Deliverables / Services from selected vendor: -
 - a. Uninterrupted Service must be provided.
 - b. The selected vendor shall provide all technical support.
 - c. The selected vendor should provide a contact number for attending complaints and to provide technical support which should be available on 24 X 7.
 - d. The selected vendor will co-ordination with AGL and will be a single point of contact for all issues.
 - e. The selected vendor will keep the database of delivery reports in the live server for minimum 1 month.
 - f. Necessary login credential should be provided to AGL IT Dept.
 - g. Vendor has to submit SLA agreement and CPBG/DD/CHEQUE after award of contract/Work order as a security.

SPECIAL CONDITIONS OF CONTRACT

• **Timeline**

The timeline is divided into 2 Phase:

Development Phase: During this phase, vendor shall be responsible for setting up the team and shall include Entire setup of the core platform, integrating this platform with AGL's, Infrastructure set-up, Resource training, dashboard and other set up including UAT.

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O & M Phase: The Operation phase shall start after the completion of development phase. During this phase the vendor shall start their operation towards delivering their services as per the scope of services defined for a period of 12 months or till the WhatsApp Business Solutions Messages pack exists. The vendor is expected to adhere to these timelines stipulated below. However, vendor can complete the below mentioned tasks before the scheduled timelines. Non-compliance to these timelines by the vendor would lead to penalty as stated in this RFQ:

Sr No.	Key Activities	Timelines (In Calendar days)
1.	Date of issuance of LOI	T0
2.	Implementation Phase (T1):	
I.	Solution Walkthrough discussions/ Solution Prototype Development (Interactive Sessions)	T0 + 1 Week
II.	The entire setup of WhatsApp business Solution Message with AGL's platform Infrastructure establishment, Resource training, dashboard and other set up	T0 + 6 Weeks
III.	UAT and Go-Live	T1= T0 + 8 Weeks
3.	Operations & Maintenance Phase (T2):	
I.	Start of operations for a period of 12 months (T2)	T1+12 Months

• Payment terms

Payments will be made to the vendor, after raising invoice post milestone achievement, in line with the table mentioned below:

- a. 100% payment of all types of one-time charges in Sr. No. 1 in SOR (development of WhatsApp Business Solutions) shall be released after their respective Go-Live.
- b. Payment for all types of O&M/Recurring Charges/Subscription Charges etc. in Sr. No. 2 in SOR shall be done on monthly post-paid basis.
- c. Session charges shall be paid as per actual consumption on monthly post-paid basis. A single invoice for O&M charges and session charges shall be raised by the Service Provider.
- d. No advance payments shall be made to the successful vendor.
- e. Without service level Agreement and CPBG/DD/CHEQUE Deposit against security, payment shall not be released.
- f. GST Compliant Invoice value with taxes and duties will be paid by AGL within 15 days, on submission of invoice, in duplicate duly certified by EIC (Engineer-in-charge).
- g. Payment will be made by way of normal banking channels.
- h. AGL reserves the right to place order for increasing/credit the quantity (WhatsApp Business Solutions) up-to 50% of awarded PO/WO quantity at the same rates, terms and conditions within the contract period.
- i. The user-initiated sessions / business-initiated sessions (notifications) summary reports / any other reports as may be required by the AGL shall be submitted along with each invoice, both corresponding to the same period.
- j. Payments shall be subject to deductions of any amount (As per SLA & Penalty Clause of this document) for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961, and any other applicable deductions/ taxes.

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- k. The decision of the AGL pertaining to the quality and quantity of works/services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by the Service Provider, the AGL reserves the right to get the concerned work/services fixed at its own level at the cost, risk, and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the AGL will be recovered from the invoices of the Service Provider or from CPBG/DD/CHEQUE, as it may deem fit.
- l. All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.

• **Service Level agreement (SLA) & Penalty clause**

The Service Level Agreement (SLA) is the agreement between the Purchaser and the Vendor during the project implementation and further supporting phase for the project. SLA defines the responsibility of the Vendor in ensuring the performance of the Project based on the agreed performance indicators as detailed in the agreement.

The Vendor shall be responsible for 24x7x365 management of all the systems as per scope of work during the implementation of overall solution implementation and operation phase.

AGL would monitor the Vendor's performance and compliance to the standards w.r.t to the agreed upon SLA.

This section defines Service Level Agreement (SLA) for the Project. The purpose of this section is to define the levels of service to be provided by Vendor. The benefits of SLA are as followings:

- a. Define a process that applies to the performance related expectations or performance required by AGL regarding the project.
- b. Assist AGL to control levels and performance of services provided by the Vendor.

a) Duration of the Service Level Agreement:

The service levels agreements shall remain valid for the entire tenure of the contract or till such time the SLA have been reviewed and revised by AGL.

b) Service Level Agreements and Target:

The service levels agreements shall be agreed by the Vendor as a key performance indicator for this engagement. These key indicators shall be used while monitoring and measuring performance of Vendor. The service level indicators have been categorized under:

1. Pre-Implementation Indicators
2. Post Implementation Indicators

All management tools required to, monitor the performance of the service should be provided by the Vendor at no extra cost. The Vendor would be required to provide access to the management tools to the Purchaser for monitoring purposes and would also provide the MIS reports for overall project and SLA monitoring as a part of the contract. These tools shall monitor the product, process and elements of the system to generate the reports and logs which can be utilized by the AGL for further improvement and enhancements of overall system.

c) Service Level Agreements Monitoring:

AGL will carry out the quarterly monitoring and performance review of Vendor against the monthly formulated reports for SLA.

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- a. A designated third party or personnel from AGL will review the performance of System Integrator against the SLA.
- b. The SLA reports shall be formulated based on the automated system generated reports.
- c. The SI shall submit the monthly SLA report to designated Nodal officer as per agreed frequency and timeline.
- d. For requirement of SLA audit, the AGL may perform a visit either by internal department or by an external contractor at respective Cloud locations.
- e. The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the Vendor.

d) Project Implementation (Pre-Implementation)

The Platform including all the applications/supporting system in all the project areas must be implemented by the Vendor as per the timelines mentioned in this RFQ.

Any delay in implementation will attract penalty for every week of delay subjected to maximum penalty of 10% of **project Implementation cost**.

Penalty against Delay in Implementation Phase Completion

	Activity	Timelines	Penalty for Delay
1.	Solution Walkthrough discussions/ Solution Prototype Development (Interactive Sessions)	T0 + 1 Week	0.5% per week or part there of maximum up to 10%, of Sr. No. 1 of the Financial bid
2.	The entire setup of WhatsApp business Solution with AGL's platform Infrastructure establishment, Resource training, dashboard and other set up	T0 + 6 Weeks	0.5% per week or part there of maximum up to 10%, of Sr. No. 1 of the Financial bid
3.	UAT and Go-Live	T0 + 8 Weeks	0.5% per week or part there of maximum up to 10%, of Sr. No. 1 of the Financial bid

e) Risk Purchase:

In case, the Vendor is unable to implement the solution with in the given timelines and the project implementation duration extend beyond the project duration, in such case, AGL reserves the rights to get the remaining part of the project delivered at the cost of the Vendor, if the delay is beyond the permissible threshold level as defined by AGL.

f) Penalty during O&M phase

Following SLA shall be applicable during the Operations Phase.

✓ **Maintenance of What's App Business Solution**

The successful vendor has to provide uninterrupted services and operations throughout the contract period.

✓ **System Availability SLA**

1. { % Monthly Availability = [(Actual Uptime + Scheduled Downtime) / Total No. of Hours in a Month] x 100 }

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2. "Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment is available for use.
3. "Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Vendor's (or Service provider's) failure to exercise due care in performing Vendor's responsibilities.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between AGL and the Vendor. To reduce this time, various maintenance activities can be clubbed together with proper planning.

The criticality of the required services is categorized under the four categories/priorities i.e. Critical, High, Medium and Low. Each of the Support Category is associated with respective response and resolution time.

The Criticality definition chart is tabulated below for reference:

Support Category	Criteria	Maximum Response Time	Maximum Resolution time
Critical	The system is unable to be used for normal business activities.	15 Minutes	60 Minutes
High	There is a problem with a part of the system, which impacts on purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss	1 Hour	6 Hours
Medium	The efficiency of users is being impacted but has a viable workaround.	2 Hours	24 Hours
Low	A fault, which has no particular impact on Processing of normal business activities.	8 Hours	48 Hours

The below table shows the expected performance from the core services including performance criteria and service level agreements pertaining to the availability of services and activities required from the System Integrator (SI) during the facility management period.

Sl. No	Service	Parameter	Service Level	Measurement Tool/ Validation	Penalty	
1	WhatsApp Business Solution	Availability of WhatsApp Business Solution as mentioned in	≥99.0% uptime	Availability & Downtime Reports measured using	Less than 1.0% of SLA	1% of the quarterly invoice
					≥ 1.0% but <3.0% of SLA	5% of the quarterly invoice

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		the Scope of Work		Management Tool.	>= 3.0% but <5.0% of SLA	10% of the quarterly invoice
					>= 5.0% but <9% of SLA	25% of the quarterly invoice
					>=9% of SLA	No Payment
2	Integration Services uptime	Availability of Web Services/ Middleware for Integrating AGL's applications.	>99.0% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.	For every 0.5% decrease of SLA	2% of the quarterly invoice

- (i) The detail Service Level Agreement (SLA) will be signed with successful vendor. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the Vendor will be the property of AGL. All designs, reports, other documents and software submitted by the Vendor pursuant to this work order shall become and remain the property of AGL and the vendor shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the AGL, together with a detailed inventory thereof.
- (ii) If at any given point of time it is found that the vendor has made a statement which factually incorrect or if the vendor doesn't fulfil any of the contractual obligations, AGL may take a decision to cancel the contract with immediate effect. Further, performance security of the vendor (CPBG/DD/CHEQUE) may also be forfeited if the performance of the vendor is not satisfactory.

g) Change of Service Levels:

- a) AGL may inform the Vendor at least one month prior to making a change in the Service Levels.
- b) AGL reserves the right to change the criticality, service availability duration, service levels and service level measurements with prior information.
- c) AGL may introduce a new Service Level that needs to monitor – but will include the basic aspects like Expected Service Levels, Minimum Service Levels etc.
- d) AGL reserves the right, at its sole discretion to waive any penalty being imposed on the

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System Integrator (SI) due to failure to meet service level agreement. Waiver shall be granted as exception by AGL.

h) Contractor Performance & Applicable Penalty

- a) The maximum penalty in a quarter shall be 10% of the particular service/ component of Project Implementation/Operations phases for that month/quarter. This is applicable to all service **levels in Operations and in Project implementation**. If the total penalty reaches the penalty cap more than three instances per year (for the entire duration of the contract) starting from the date of contract, the same shall be deemed as non-performance and unsatisfactory services. However, AGL reserves the right to condone any such act of non-performance and unsatisfactory services considering various circumstances at that point in time.
- b) In the event of termination of contract based on non-performance by the SI as per SLA, SI will be solely responsible for risk and cost factor thereon. In such an event, the performance Bank Guarantee furnished by the SI will be en-cashed and will stand forfeited.
- c) Penalty related to delivery of services may be waived by AGL, if cause of such delay is not in System Integrator (SI) control or the delay is due to AGL written request. Penalty shall be adjusted in case AGL approves such waiver. The penalty recovered shall be adjusted in the subsequent payments.
- d) Any penalty levied by the OEM or WhatsApp related to this project needs to be borne by the vendor itself, AGL is not liable to pay such penalty to vendor.

● **MN (Mobile Number) Procurement:**

- i. Procurement of MN (VIP Number) for implementation of verified WhatsApp Business API Profile of AGL will be done by AGL. The MN should be easily memorable and accessible to consumers through all the telecom Operators across the state 24*7.
- ii. The MN (or any code) procured for implementation of verified WhatsApp Business API Profile of AGL will be the property of AGL. In case of expiry or termination of contract due to any reason, the vendor shall surrender the MN to AGL or its authorized vendor. The vendor shall also provide necessary support and required documentation (like NOC etc.) during the transfer/surrender of MN to AGL or its authorized vendor, if the situation may arise in the future.

● **Account Setup:**

- i. The vendor shall set up a Verified WhatsApp Business Profile and WhatsApp Business API of AGL.
- ii. The vendor shall provide the necessary setup and configuration for WhatsApp account for AGL on the MN procured to capture and process the messages sent by the consumers.
- iii. The vendor shall arrange approval from M/s Meta (Facebook/WhatsApp) for all the formats (pdf, jpeg, etc.) and templates used for serving consumer requests at no extra cost.
- iv. The vendor shall arrange approval from the Government of India, TRAI, and other statutes for all the formats (pdf, jpeg, etc.) and templates used for serving consumer requests as and when required at no extra cost.

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● **WhatsApp Business API**

1. Set up verified WhatsApp Business API accounts of AGL.
2. Providing a console/PORTAL to send WhatsApp notification / messages to registered/non registered users of application developed by AGL.
3. Providing an API to send WhatsApp notification / messages to registered/non-registered users of web application developed by AGL.
4. Implement opt-in campaign for taking consumers' consent for sending messages to their WhatsApp accounts. Vendor must implement opt-in campaign through various communication mechanisms like missed calls, SMS, email, QR code etc.
5. Implement sending WhatsApp messages in Hindi and English language. The messaging framework must be capable of sending messages in various media formats like image, pdf, video, gif, emojis, stickers etc.
6. Provide web interface to employees of AGL for sending WhatsApp notifications/messages to consumers.
7. Provide web interface to view/download summary and detailed MIS report of sent/received WhatsApp messages.
8. The Vendor shall handover all the documents along with entire source code to AGL after completion of development period.
9. Vendor shall provide necessary and sufficient training to AGL's team before go-live of solution, to manage application(s) and related activities.
10. Any license cost required incurred to host or develop application to be borne by the vendor itself.
11. Vendor shall train the AGL's team as and when required by the department without the need of the developer.
12. As it is a time bound project, the customizations shall be delivered within a mutually agreed timeline
13. The vendor shall have to customize the solution from time to time as per the requirements of AGL. No extra charge will be paid by AGL for such customization during the contract Vendor shall provide test plan, test methodology, test cases, carry out testing on separate test and development environments and submit test reports along with analysis and corrective measures for comprehensive and sufficient testing of functional, system and integration aspects of application(s) in initial and subsequent stages of development and deployment.
14. **Integration with futuristic Platform**
It is expected that vendor will put all the efforts to design and develop keeping futuristic Platform/replication.

● **O&M Phase**

Operation and Maintenance Period vendors are expected to carry out change that is required due to change in functionalities, Act, Rule, GR etc. during the period of Operation and Maintenance period. During O & M, vendor may suitably- deploy more resources, if required to perform any changes in the developed application.