BHAVNAGAR MUNICIPAL CORPORATION

Computer Department, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar

Subject :- Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)

Reference :- TENDER NO: BMC/COMPUTER/04/2024-25

-:: Corrigendum ::-

With reference to the Tender No: BMC/COMPUTER/04/2024-25 for " Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)" of Computer Department, Bhavnagar Municipal Corporation published on dated 05/03/2025.

So, hereby we modified below points of tender document.

Clause No. /Details	Existing Description/Actual Details	Modified Details
Page no.: 29 Section 4:Terms and Conditions, Clause No.:2.22.2	**PRIORITYWISE SLA** for providing solution of errors/issues	Service Leval Agreement & Penalty: Please refer to the attached **Annexure** for the detailed SLA & penalty table.
Page no.: 12 Section 3: Scope of Works, Point No.:3.25	**3.25 Compliance and SLA Monitoring** **3.25.1 Compliance Sheet**: Submit a detailed compliance sheet for WhatsApp messages services. **3.25.2 SLA Monitoring**: Provide tools for monitoring service level agreements.	**3.25 Compliance and SLA Monitoring** **3.25.1 Compliance Sheet**: Submit a detailed compliance sheet for WhatsApp messages services.
Page no.: 4 Section 1 : Pre-Qualification Criteria. Table Sr. No. 13	-	The bidder must have a main office or a branch office in the state of Gujarat to ensure efficient support and services. If the bidder does not have an existing office in the state of Gujarat, they must set up one within 60 days of winning the bid and submit supporting documents as proof of establishment.

Annexure

Activity/Priority	Time limit (in Days)	Priority Description	Penalty Amount (in Rs./day)
Integration of the WhatsApp Business API with a minimum one of BMC's existing software systems	30	The bidder must integrate the API with at least one of BMC's existing software systems within **30 days**.	2000/-
Critical Issue	1	Major functional failure / Breakdown /High Priority/Urgent work required by BMC	3000/-
Service not working/Complain Register	1	Vendor has to resolve Complain with in 24 Hrs after registering Complain with them	2000/-
Unattended Meeting	[As decided by BMC]	Visit BMC to do discussion for any error, issue.	1500/-

File No: BMC/WBMA/e-file/340/2025/0703/Computer
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Section-3 Scope of Work	60	Requirement/Facility mention in Section-3 Scope of Work - not Provided.	500/-
Delay in Submission of MOM	5	Complete Minutes of Meeting within timeline and with accuracy	300/-
Support for new development and major modifications.	[As decided by BMC]	New Development work or Major modification	1000/-

E.D.P. Manager
Computer Department
Bhavnagar Municipal Corporation

File No: BMC/WBMA/e-file/340/2025/0703/Computer
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BHAVNAGAR MUNICIPAL CORPORATION

Computer Department, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar

Subject :- Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)

Reference :- TENDER NO: BMC/COMPUTER/04/2024-25

-:: Pre-bid Meeting Queries-Clarification ::-

The pre-bid meeting for the above subject work was held on 12/03/2025 at BMC. During the said pre-bid meeting, the queries and suggestions received and decisions taken are as follows

Sr. No.	Page Number of Bid Doc.	Existing Clause	Query of Bidder-Suggested Changes	BMC Clarification
1	Page no.: 8 Section 3: Scope of Work, Point no.: 3.6	**Free Session Messages:** Provide unlimited free session messages or responses to customer-initiated queries, requests, or complaints through the WhatsApp Business Account if such responses are within 24 hours of receipt.	Need more clarification	Unlimited free session messages are available within 24 hours of a customer-initiated conversation.
2	Page no.: 8 Section 3: Scope of Work, Point no.: 3.6	**Application-wise Reporting:** View messages categorized by application.	Need more clarification	There should be a facility to generate various message statistics for municipal e-services.
3	Page no.: 9 Section 3: Scope of Work, Point no.: 3.10	**Service Level Maintenance:** Maintain service levels in accordance with Meta (Facebook/WhatsApp) norms and policies.	Need more clarification	The bidder must update their software in accordance with Meta's guidelines to ensure the client receives smooth and timely service.
4	Page no.: 9 Section 3: Scope of Work, Point no.: 3.12	**Account Reactivation:** In case of suspension by Facebook / WhatsApp, reactivate the account within 10 working days. BMC will provide supporting documents.	Need more clarification	In case of account or mobile number suspension by Meta, the bidder must reactivate the number or account as per Meta's policy. If reactivation is unsuccessful despite sufficient attempts, the bidder must integrate a new number into the service.
5	Page no.: 10 Section 3: Scope of Work, Point no.: 3.17.3	**Active Conversations:** Show counts of currently active WhatsApp conversations with the Chatbot.	Need more clarification	Display the count of active WhatsApp conversations with the Chatbot in the last 24 hours.
6	Page no.: 10 Section 3: Scope of Work, Point no.: 3.21	**Testing:** Provide test plans, methodologies, and test cases. Conduct testing on separate environments and submit reports with analysis and corrective measures.	Need more clarification	Bidder has to follow standard practice of testing by submission of test plans, methodologies and test cases.
7	Page no.: 12 Section 3: Scope of Work, Point no.: 3.24.5	**QR Code and Keyword Features:** Implement QR code and keyword search-based chatbot features.	Need more clarification	System Should redirect on whatsapp number by scanning of QR code.

File No: BMC/WBMA/e-file/340/2025/0703/Computer
Approved By: Municipal Commissioner,Commissioner office,BMC
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8	Page no.: 12 Section 3: Scope of Work, Point no.: 3.25	**Compliance and SLA Monitoring** **3.25.1 Compliance Sheet**: Submit a detailed compliance sheet for WhatsApp messages services.	Need more clarification	**3.25.1 Compliance Sheet:** The bidder has to submit a detailed compliance sheet for WhatsApp messaging services along with the bid document.
9	Page no.: 13 Section 3: Scope of Work, Point no.: 3.27	**WhatsApp Template Support:** The WhatsApp chatbot must support interactive templates with dynamic button options, including radio buttons, simple buttons, selection buttons, and other similar elements, to enhance user engagement and deliver a streamlined user experience.	Need more clarification	The WhatsApp chatbot must support interactive templates as per Meta's policies, including dynamic button options such as radio buttons, simple buttons, and selection buttons, to enhance user engagement and ensure compliance with Meta's template guidelines.
10	Page no.: 12 Section 3: Scope of Work, Point no.: 3.28.7	**Monitoring and Reporting**: **a.** Assist in monitoring chatbot performance, analyzing usage statistics, and improving service efficiency. **b.** Generate and share reports on chatbot performance and API integration outcomes.	Need more clarification	Bidder shall submit various kind of MIS reports.

E.D.P. Manager
Computer Department
Bhavnagar Municipal Corporation

Signature Not Verified
Signed by:Arvind G. Mer
EDP Manager
Date: 2025.03.17
19:27:25 +05:30

File No: BMC/WBMA/e-file/340/2025/0703/Computer
Approved By: Municipal Commissioner,Commissioner office,BMC
Open the document in Adobe Acrobat DC to verify the E-sign

2/2

BHAVNAGAR MUNICIPAL CORPORATION

Sir Mangalsinhji Road, Near Kalanala Circle, Bhavnagar(Gujarat)-364001

Request for Proposal
for
Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)

Tender Ref. No.	:-	BMC/COMPUTER/04/2024-25
Department Detail	:-	Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar – 364001. Contact No.(0278)2431887, E-Mail : itmanager.bmc@gmail.com Web : bmcgujarat.com

February-2025

<u>TENDER NOTICE</u>

Bhavnagar Municipal Corporation(BMC) invites online bids from eligible vendor for **"Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)"** through https://tender.nprocure.com portal.

IMPORTANT INFORMATION

Tender Notice No.	BMC/COMPUTER/04/2024-25
Organization Name	Bhavnagar Municipal Corporation
Tender Inviting Authority	EDP Manager, Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Bhavnagar – 364001. Contact No.(0278)2431887 E-Mail : itmanager.bmc@gmail.com
Name of Work	Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)
Project Duration	3 Year
Type of Contract	Providing Services
Tender Type	Open Online
Bidding Type	Two stage(Technical bid and Commercial bid)
Tender Fee (Non-Refundable)	**Rs.1500/- (Rupees Fifteen Hundred Only)**
E.M.D. (Refundable)	**Rs.30,000/- (Rupees Thirty Thousand Only)**
Schedule of E-Tender	Tender Publishing Date	05/03/2025
	Start Date for the Submission of Proposal (Online)	05/03/2025 at 12:00 hours
	Last Date for the Submission of Proposal (Online)	20/03/2025 up to 18:00 hours
	Last Date for the Submission of Queries for Pre-bid Meeting	10/03/2025 up to 18:00 hours
	Pre-Bid Meeting Date	12/03/2025 at 12:00 hours
	Last Date for Physical Submission of E.M.D., Tender Fee, Technical Proposal and Supporting Documents.	24/03/2025 up to 18:00 hours
	Date for Opening of Technical Proposal	25/05/2025 at 12:00 hours
	Date for Opening of Commercial/ Financial Proposal	Intimated later to qualified bidders only
Address for (1) Pre-bid Meeting (2) Physical Submission of Bid (3) Opening of Technical Bid (4) Any other Correspondence	Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar-364001 Contact No.(0278)2431887
Bid Validity	180 days from the last date of online bid submission
E-Tendering website	https://tender.nprocure.com

1. This tender document can be downloaded from BMC's website(www.bmcgujarat.com) as well as from online procurement portal (www.tender.nprocure.com). Bidders are advised to carefully read this tender document before submitting his bid.

2. Two Bid System (Technical and Commercial) will be followed for this tender.

3. Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and commercial bid in prescribed format without any deviation.

4. BMC reserve the right of discretion to change, modify, add to or alter any or all of the provisions of this tender document and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the BMC's website and it will become part of Tender. No individual communication will be sent to the individual bidders.

5. It may be noted that corrigendum, amendments, time-extensions, clarifications, response to bidder's queries, if any to this tender will not be published through any advertisement in newspapers or any other media. It would be responsibility of the bidder to check the websites regularly for any change in relation to this Tender.

6. The Bidder shall bear all costs associated with the preparation and submission of the bid.

7. Bidder shall submit their bids on https://tender.nprocure.com. In addition to that, self-attested (seal and signature on each page by authorized person) hard copy for Eligibility &Technical bid to be submitted at BMC Office along with the Bid Processing Fees & EMD on or before last date of physical tender submission. However, Commercial Bid must be submitted only online through e-Tendering website on https://tender.nprocure.com using digital signatures.

8. This Tender notice shall form a part of contract document.

SECTION-1 : Pre-qualification Criteria / Technical Bid

Bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation. The Bidders should furnish documentary evidence supporting the information provided by them as part of the bidding process. The Tenderer shall have to submit Prequalification Bid with related documents in "Hard Copy" through Regd.A.D. / Post. This cover must contain of following **(To qualify in technical bid below documents must have to submit)**:

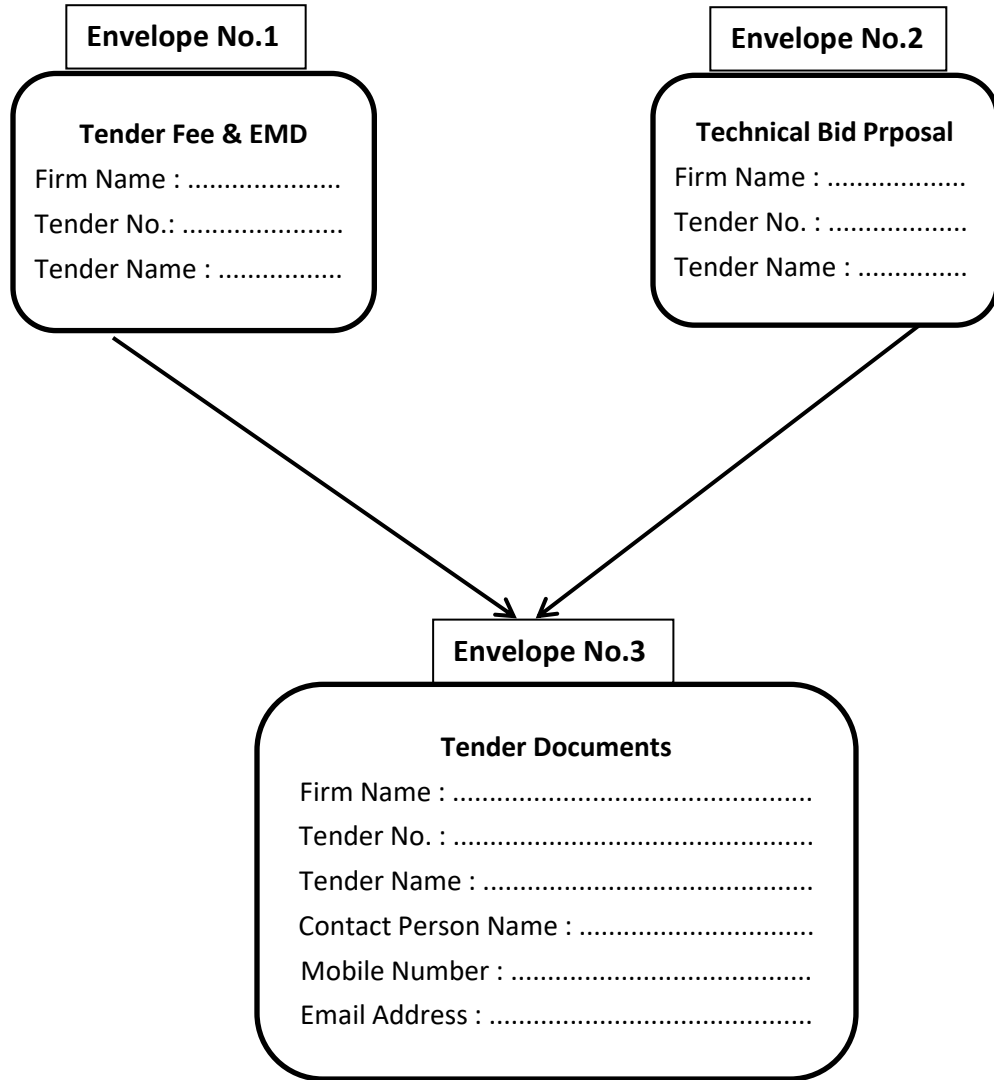| Sr. No.	Pre-qualification Criteria	Supporting Document to be furnished
1	The Bidder must have to submit bid letter	**As per annexure-1**
2	Registration certificate of firm (Any Software Development firm/company/ organization/agency that registered as per government norms can apply)	Certificate of Incorporation **or** Memorandum and Articles of Association **or** Partnership deed **or** Registration Certificate issued by Registrar of Firm, MSME etc.
3	Authorization letter for signing the bid document on behalf of the bidder.	**As per annexure-2**
4	Bidder shall have minimum average annual turnover of Rs.30 Lacs for the last three financial year (financial year 2021-22, 2022-23 and 2023-24)	Single page CA certificate **as per Annexure-3** and Income Tax Return Acknowledgement
5	The Bidder must have completed or successfully ongoing at least three similar projects in the last five years involving the development, customization, configuration, and ongoing support of WhatsApp Business API services. **Note:** The eligibility date will be calculated from the last date of Physical Submission of the tender	List of recent jobs carried out in tabular format **as per Annexure-4** and bidder has to **attach** copy of Work Orders / Relevant Support Certificates and satisfactory completion/ongoing certificate from competent authority
6	The Bidder shall not be under a declaration of Ineligibility / Banned / Blacklisted by any Government or Quasi-Governmental bodies or PSUs for any reason as on last date of applying tender.	A self-declaration (**as per annexure-5**) on Rs.100/- stamp paper and it should be original government notarized copy or duly attested by the first class magistrate
7	GST Registration Certificate	GST Registration Certificate
8	PAN Card	PAN card
9	EPF Registration Certificate	EPF Registration Certificate. Note : If EPF not applicable, then bidder has to provide disclosure **as per Annexure-6**
10	ESIC Registration Certificate	ESIC Registration Certificate. Note : If ESIC not applicable, then bidder has to provide disclosure **as per Annexure-7**

11	The bidder should be an official Meta (WhatsApp/Facebook) Partner, WhatsApp Service Provider, Independent Software Vendor (ISV), or an official business/channel partner of Meta (WhatsApp/Facebook).	A valid Business / Channel partner certificate **OR** Agreement Document from Meta (including WhatsApp and Facebook).
12	Compliance Sheet	**As per Annexure-9**

SECTION-2: How to Submit Bid

Bid should be submitted in the following manner:

1. **Envelope No.1:** Shall contain two separate Demand Drafts each one for Tender Fee and EMD. On the top of this envelope must be superscripted as "Tender Fee & EMD".

2. **Envelope No.2:** Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria. On the top of this envelope must be superscripted as "Technical Bid Proposal".

3. **Envelope No.3**: Seal both the envelope (No.1 & 2) separately and put these two envelopes in third envelope of bigger size and seal it. This big envelope must be superscripted as "**Tender/Bid Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)**" and send it to **EDP Manager, Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Bhavnagar – 364001** through Registered Post / Speed Post / Courier.

4. All envelopes shall indicate the Agency name, Tender No, Tender Name, address, email id of bidder along with contact number and contact person name.

5. Late or delayed proposal shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.

6. BMC will not be responsible for any postal delay.

7. Any Bid received by BMC after the deadline for submission of Bids shall be declared late and will be rejected.

8. The tenders (which do not have any work related indication on envelope) which may get opened before the due date are liable to be rejected.

9. Original tender documents must be submitted as it is without any modification, with duly sealed & signed on all the tender pages to confirm its reading and understanding clearly.

10. Each and every documents attached with the tender must be a self-attested. Kindly don't attach extra documents which are not required.

How to Prepare Tender Bid Envelopes

```
┌─────────────────────┐                    ┌─────────────────────┐
│    Envelope No.1     │                    │    Envelope No.2     │
└─────────────────────┘                    └─────────────────────┘
```

Tender Fee & EMD

Firm Name : ....

Tender No.: ....

Tender Name : ....

Technical Bid Prposal

Firm Name : ....

Tender No. : ....

Tender Name : ....

```
          ┌─────────────────────┐
          │    Envelope No.3     │
          └─────────────────────┘
```

Tender Documents

Firm Name : ....

Tender No. : ....

Tender Name : ....

Contact Person Name : ....

Mobile Number : ....

Email Address : ....

SECTION-3 : Scope of work

BMC intends to provide WhatsApp messaging facilities to the citizens of Bhavnagar for various personalized BMC-related services.

3.1   WhatsApp API Provision

    3.1.1   WhatsApp API: Providing an API to send WhatsApp notification / messages to registered/non-registered users of web/mobile application developed by BMC.

    3.1.2   Integration: Provide comprehensive support to developers for the seamless implementation of WhatsApp API integration across all web/mobile application developed by BMC.

3.2   User Consent

Enable facilities for obtaining user consent through missed calls, Chatbot, and incoming messages on the same platform.

3.3   Automated Processes (Message Scheduler)

Facilitate automated processes for the WhatsApp messaging service, enabling the scheduling and sending of documents such as tax bills, certificates, user manuals, and notifications (including due date reminders, payment receipts, and notices) directly to consumers' WhatsApp accounts. This feature supports scheduling both single and multiple messages to single or multiple users by integrating with various BMC-developed software systems.

3.4   Multilingual Support

Support sending messages in Gujarati, Hindi, and English, or any vernacular language suggested by BMC.

3.5   Media Format Support

Support sending messages in various media formats such as images, PDFs, videos, GIFs, emojis, stickers, etc., adhering to WhatsApp's file size limits.

3.6   Free Session Messages

Provide unlimited free session messages or responses to customer-initiated queries, requests, or complaints through the WhatsApp Business Account if such responses are within 24 hours of receipt.

3.7 Reporting Interface

3.7.1 Reporting: Provide a web interface to view/download summary and detailed MIS reports of sent/received WhatsApp messages, including delivery, read, and failure statuses.

3.7.2 Outgoing Traffic Report: View and download reports of sent messages, delivery statuses, read statuses, and daily traffic trends.

3.7.3 Incoming Traffic Report: View and download reports of all received messages.

3.7.4 Conversation Search Report: Search conversations by mobile number for troubleshooting and analysis.

3.7.5 Application-wise Reporting: View messages categorized by application.

3.7.6 Export Formats: Export report data in .csv, .xls, .pdf, etc.

3.7.7 Detailed Navigation: Use multiple filters (date, project, application) for detailed navigation.

3.8 Account Approval

Facilitate the approval process for BMC's Meta Verified Business Accounts, including platforms such as WhatsApp (Meta Verified Badge), Facebook, and Instagram. BMC will provide the necessary documents required for the verification process.

3.9 Business Service Provider Requirement

Be a Business Service Provider or Integrated Software Vendor (ISV) of Meta (Facebook/WhatsApp). ISVs must submit an agreement with an authorized Business Service Provider of Meta (Facebook/WhatsApp), in compliance with Meta norms and policies.

3.10 Service Level Maintenance

Maintain service levels in accordance with Meta (Facebook/WhatsApp) norms and policies.

3.11 WhatsApp Number Approval

The mobile number will be provided by BMC, and approval for the WhatsApp number will be obtained in BMC's name. BMC will also provide the necessary documents.

3.12 Account Reactivation

In case of suspension by Facebook/WhatsApp, reactivate the account within 10 working days. BMC will provide supporting documents.

3.13 Data Privacy

Ensure that citizens details used for sending messages are not accessed by the bidder or any third party without prior permission from BMC.

3.14 Additional Numbers

Activate additional WhatsApp numbers as requested by BMC under the same conditions.

3.15 Broadcast Messaging

Include a feature for broadcast messaging to inform citizens about important updates, events, and announcements.

3.16 Compliance with Data Protection

Ensure compliance with all relevant data protection and privacy regulations.

3.17 Dashboard

3.17.1 **Message Overview**: View daily, weekly, and monthly counts of messages sent or received.

3.17.2 **Message Status**: Display counts of messages with delivered, read, and failed statuses.

3.17.3 **Active Conversations**: Show counts of currently active WhatsApp conversations with the Chatbot.

3.17.4 **Responsive Design**: Ensure the dashboard adapts to different devices (desktops, tablets, phones).

3.18 User/Agent Management

3.18.1 **Account Management**: Provide functionalities to add, delete, and update user/agent accounts.

3.18.2 **Sub-Account Creation**: Allow the creation of separate sub-accounts specifically for Development or testing purposes. These sub-accounts should enable developers to:

3.18.2.1 Develop and test chatbots without restrictions.

3.18.2.2 Create and test WhatsApp message templates.

3.18.2.3 Experiment with other WhatsApp Business API functionalities.

3.18.2.4 Ensure no message or usage limits apply to these sub-accounts, fostering efficient development and testing

3.18.3 **Live Agent Chat Functionality:**

[Signature of Bidder with Stamp]

3.18.3.1 Enable seamless transfer of chatbot interactions to live agents when required.

3.18.3.2 Provide real-time communication between users and live agents.

3.18.3.3 Include features for live agents to manage active and queued chats effectively.

3.18.4 Chat History and Message Logs:

3.18.4.1 Maintain a comprehensive log of chat histories for both chatbot and live agent interactions.

3.18.4.2 Ensure chat histories are accessible to live agents during ongoing conversations to provide context and improve response quality.

3.18.4.3 Include filtering and search functionalities within chat history for efficient retrieval of past messages.

3.19 Encryption and Security

3.19.1 Message Encryption: Encrypt WhatsApp messages exchanged between BMC and recipients.

3.19.2 Compliance: Comply with data geographical location, encryption, decryption, interception, and confidentiality guidelines issued by relevant authorities.

3.19.3 Data Confidentiality: Ensure that information is not disclosed to third parties.

3.20 Integration

3.20.1 API Support: Provide APIs for sending messages using standard communication protocols and data formats.

3.20.2 Data Retrieval: Integrate with BMC applications to retrieve data.

3.20.3 24x7 Listening: Continuously monitor and capture citizen conversation data.

3.21 Testing

Provide test plans, methodologies, and test cases. Conduct testing on separate environments and submit reports with analysis and corrective measures.

3.22 Training

3.22.1 Operational Training: Train BMC/System Integrators' officials on operational management.

3.22.2 Training Expenses: Bidder bears all training-related expenses.

3.22.3 Materials: Provide training materials in soft copy and one set in hard copy.

3.22.4 VC Training: Option for video conferencing training sessions.

3.23 Technical Support

3.23.1 **Integration Support**: Support integrating chatbots/WhatsApp API with applications.

3.23.2 **24x7 Support**: Offer 24x7 offsite support for issues, monitoring services, and assistance.

3.24 WhatsApp Business API

3.24.1 **Account Setup**: Set up verified WhatsApp Business accounts for BMC.

3.24.2 **Account Verification**: Ensure timely approval for WhatsApp Business Accounts.

3.24.3 **Number Configuration**: Configure WhatsApp numbers/sender IDs with the mapped business account.

3.24.4 **Template Approval**: Ensure message template approval from Facebook/Meta.

3.24.5 **QR Code and Keyword Features**: Implement QR code and keyword search-based chatbot features.

3.24.6 **Bulk Messaging Console**: Provide a console to monitor traffic and send bulk messages.

3.24.7 **Web Interface**: Provide a web interface for BMC employees to send WhatsApp notifications/messages.

3.24.8 **Reporting Interface**: Provide a web interface to view/download summary and detailed MIS reports.

3.24.9 **Department-Specific Messaging**: Provide a platform for department-specific messaging.

3.24.10 **Scalability**: Ensure the solution is scalable to meet incremental requirements.

3.25 Compliance and SLA Monitoring

3.25.1 **Compliance Sheet**: Submit a detailed compliance sheet for WhatsApp messages services.

3.25.2 **SLA Monitoring**: Provide tools for monitoring service level agreements.

3.26 GUI Facility For WhatsApp Chatbot

The selected bidder shall provide a GUI-based platform to facilitate the design and development of the WhatsApp chatbot. This platform should enable dynamic customization, efficient user interaction, and seamless communication for both BMC officials and citizens.

3.27 WhatsApp Template Support

The WhatsApp chatbot must support interactive templates with dynamic button options, including radio buttons, simple buttons, selection buttons, and other similar elements, to enhance user engagement and deliver a streamlined user experience.

3.28 Chatbot Development Team Support

The bidder must provide comprehensive support to BMC's chatbot development team, ensuring efficient and effective implementation of WhatsApp Business API services. The support should include:

3.28.1 Technical Assistance:

a. Assist the chatbot development team with integration, configuration, and deployment of the WhatsApp Business API.

b. Provide guidance on best practices for chatbot design and functionality development.

c. Ensure compatibility and seamless integration with existing BMC applications and systems.

3.28.2 Development Environment Support:

a. Offer a dedicated testing and development environment for building and testing chatbot functionalities.

b. Allow the creation of developer sub-accounts for testing chatbots, WhatsApp message templates, and other API features without restrictions.

3.28.3 Training and Knowledge Sharing:

a. Conduct training sessions for BMC's chatbot development team, covering API usage, template creation, and chatbot functionality enhancement.

b. Provide detailed documentation, user manuals, and technical guides.

3.28.4 24/7 Assistance:

Provide round-the-clock support for troubleshooting, issue resolution, and answering development-related queries.

3.28.5 Feedback and Updates:

a. Collaborate with BMC's team to incorporate feedback into the chatbot's features and services.

b. Update the chatbot development team on new WhatsApp API features and enhancements.

3.28.6 Resource Provision:

   a. Supply software development kits (SDKs), APIs, and other necessary tools to facilitate chatbot development.

   b. Provide access to pre-built templates and resources for quicker deployment.

3.28.7 Monitoring and Reporting:

   a. Assist in monitoring chatbot performance, analyzing usage statistics, and improving service efficiency.

   b. Generate and share reports on chatbot performance and API integration outcomes.

SECTION-4 :- Terms and Conditions

1. General Terms and Conditions

1.1. Tender Fee / Bid Processing Fee

1.1.1. Bidder has to submit Non refundable Tender Fee of Rs.1500/-(One Thousand Five Hundred Only) shall be submitted in the form of Demand Draft of any Nationalized Bank (having branch at Bhavnagar) in the name of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar.

1.1.2. Any bid received without Tender Fee shall be considered unresponsive and rejected.

1.1.3. The Bidder should submit separate DDs one each for Tender Fee and EMD.

1.2. Bid Security / Earnest Money Deposit (EMD)

1.2.1 Bidder has to submit E.M.D. of Rs.30,000/-(Thirty Thousand Only) shall be submitted in the form of Demand Draft of any Nationalized Bank (having branch at Bhavnagar) in the name of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar.

1.2.2 Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

1.2.3 The EMD submitted by the bidder may be forfeited if,

a) The bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.

b) The successful bidder fails to deposit security deposit / performance guarantee within the period specified in the tender.

c) The successful bidder is required to sign the agreement within 30 days from the date of issuance of the Letter of Intent (LOI) by the Computer Department. Failure to sign the agreement within the specified period may result in the cancellation of the bid. The bidder shall bear the cost of the agreement paper.

d) The bidder violates any of the provision of the terms and conditions of the tender.

e) The bidder submitting false/misleading information /declaration / documents.

f) The bidder is found to have indulged in fraudulent practices in the bid submission process.

Besides forfeiting the EMD, the BMC may ban the bidder from subsequent bidding for a period of not less than 3 years.

1.2.4 The decision of BMC regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

1.2.5 The EMD amount of all unsuccessful bidders will be returned as promptly as possible upon occurrence of any the following events, whichever is earlier:

a) Receipt of the signed contract and performance security from the successful bidder. **OR**

b) The end of the bid validity period, including extended period (if any)

1.2.6 The successful bidder will be refunded the EMD amount only after submission of the Security Deposit (SD).

1.2.7 No interest will be paid on EMD.

1.3 Performance Security Deposit:

1.3.1 The successful bidder shall have to deposit a performance security deposit of Rs.50,000(Fifty Thousand Only) within 30 days from the receipt of the LOI. The performance security deposit will be furnished in the form of Demand Draft of any nationalized/scheduled bank drawn in favour of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar.

1.3.2 If the performance security deposit is not submitted within the 30 days from the receipt of the LOI, the BMC reserves the right to cancel the order or forfeit the EMD or both.

1.3.3 The Performance Security Deposit would be returned to the successful bidder without interest after the expiry or termination of the contract plus 3 months on satisfaction of the BMC that there are no dues recoverable from the successful Bidder.

1.3.4 If the selected bidder fail to complete the work or if the work is left incomplete in between BMC will forfeit the security deposit and black list the agency.

1.3.5 In the event of non-performance of obligation or failure to meet terms of this tender/contract or for any kind of recoveries, the BMC shall be forfeit Security Deposit(SD) without notice or right of demur to the Bidder.

1.3.6 Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of BMC should entitle the Bidder to a reasonable extension of time, such extension may be considered by BMC at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. BMC shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

1.4 Bid Validity Period

1.4.1 The bid shall remain valid for acceptance for a period of 180 days after the date of technical bid opening prescribed in the tender document.

1.4.2 In exceptional circumstances, the BMC may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

1.5 Bid Opening and Evaluation

1.5.1 Tender Fee and EMD :

1.5.1.1 Envelope 'A' containing Tender Fee and EMD shall be opened initially and if both the Tender Fee and EMD is as per the criteria provided, then only, Envelope 'B' (Technical Proposal) will be opened of the qualified bidders.

1.5.2 Technical Bid :

1.5.2.1 Envelope 'B' containing the technical proposal will be opened in the presence of the committee constituted by BMC and bidders / representative of the bidders at the address, date and time specified in this document. No separate intimation will be given to the bidders in this regard.

1.5.2.2 Technical proposals will be evaluated on the basis of compliance to eligibility criteria, technical specifications and other terms & conditions stipulated in the tender document.

1.5.2.3 During technical bid scrutiny, date calculation will be calculated from the last date of submission of online bid.

1.5.2.4 It should be specifically noted that the contents of technical offer must not reveal commercials.

1.5.2.5 At the end of the evaluation of the Technical Proposals, BMC shall invite bidders who have qualified for the opening of the Financial Proposals. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.

1.5.3 **Commercial/Financial Bid :**

1.5.3.1 Financial proposal will be opened only of those bidders who qualify in the technical evaluation.

1.5.3.2 The date and time of the opening of online financial proposals will be informed to the qualified bidders. Bidders who do not qualify the technical evaluation will not be invited for opening of financial bid.

1.5.3.3 On the scheduled date and time, bids will be opened by the BMC Committee in presence of bidder's representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.

1.5.3.4 If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, BMC will proceed further with opening of financial bids in their absence.

1.5.3.5 Financial bids with the lowest price quotation (L1) for the assignment will be considered for negotiations and the award of the contract. However, in the event of a tie between bidders in the lowest evaluated package price, preference will be given to the bidder with the highest Average Financial Turnover in the preceding three financial years.

Note: The financial bid evaluation will be based on the **sum of all six components (points 1 to 6) or the total amount**. The bidder with the **lowest total amount** (sum of all six components) will be considered as the **L1 agency**, ensuring a fair and transparent selection process.

1.5.3.6 BMC reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this tender

document. BMC would not give any clarification/explanation to the concerned bidder in case of such rejection.

1.5.3.7 BMC may waive off any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

1.6 No Commitment to Accept Lowest or Any Offer

1.6.1 The BMC reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the BMC in this regard shall be final, conclusive and binding on the bidder.

1.6.2 The BMC will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

1.6.3 The BMC reserves the right to re-tender.

1.7 General Criteria for Disqualification

BMC will have the discretion to disqualify any bid(s) if: -

(a) The bidder fails to provide the information required in the Bid Proposal or any additional information as requested by BMC during the Tendering process.

(b) The bidder not fulfilling any terms & conditions specified in Tender document.

(c) Misrepresentations in the Bid Proposal or any supporting documentation.

(d) Incomplete or conditional bids

(e) Bid received by BMC after the deadline for submission of Bids

(f) Bids found unsigned or bids signed by unauthorized person

(g) Price quoted/indicated in the Technical Bid.

(h) Bid submitted without Tender Fee or EMD or both.

(i) Physical documents not submitted via RPAD/Speed Post/Courier.

(j) Non-compliance of any requirement of this tender document

1.8 Pre-Bid Meeting

1.8.1 Any clarification required by prospective bidders shall be discussed and clarified during the pre-bid meeting which will be held at place mentioned in Important Information section of this document.

1.8.2 Prospective bidders may send their queries to be discussed during pre-bid meeting at least 2(two) days in advance in writing or email on itmanager.bmc@gmail.com as per predefine format. Format of pre-bid queries is shown in **Annexure-10**

1.8.3 The BMC may also on its own initiative, if deemed necessary, issue interpretations and clarifications to all bidders. Verbal clarifications and information given by the BMC or its employees or representatives shall not in any way or manner be binding on the BMC.

1.8.4 It would be the responsibility of the Bidders to be present at the venue of the pre-bid meeting.

1.8.5 BMC has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

1.8.6 No query will be entertained after the pre-bid meeting.

1.8.7 The BMC will try his best to respond to the questions raised or clarifications sought by the Bidders. However, The BMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BMC to respond to any question or to provide any clarification.

1.8.8 The text of the clarifications asked (without identifying the source of enquiry) and the response given by the BMC, together with amendment to the bidding document, if any, will be posted on the BMC's website www.bmcgujarat.com and Procurement portal www.tender.nprocure.com

1.8.9 It would be responsibility of the bidder to check the websites before final submission of bids.

1.9 Amendment to the Tender Document

1.9.1 At any time prior to the deadline for submission of Bids, BMC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the tender document by corrigendum, which would be published on the BMC's website (www.bmcgujarat.com) and online procurement portal (www.tender.nprocure.com)

1.9.2 The Corrigendum shall be binding on all Bidders and will form part of the bid documents

1.9.3 All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. BMC will not have any responsibility in case some omission is done by any bidder.

1.9.4 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the BMC, at its discretion, may extend the deadline for the submission of Bids.

1.10 Modification and Withdrawal of Bids

1.10.1 The bidder may modify or withdraw his bid before the last date of submission of bids

1.10.2 No bid may be modified subsequent to the deadline for submission of the bids.

1.10.3 No bid will allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

1.11 Expenses

1.11.1 It may be noted that BMC will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.

1.12 Subcontracting

1.12.1 The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the bidder under the contract without the prior written consent of the BMC.

1.13 Additional Information/Clarification

1.13.1 BMC reserve the right to seek any additional information/ documents, as they may deem necessary to any matters covered by this bid. Bidders shall provide such additional information or clarification as sought by BMC within the provided time frame.

1.14 Cross Checking

1.14.1 BMC reserve the right to contact and verify information, references and data submitted by the bidder in the bid.

1.15 Force Majeure

1.15.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder

and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent execution of pick up stand / queue shed, strikes or boycotts (other than those involving the Bidder or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, either in fires, floods, strikes, lock-outs and freight embargoes.

1.15.2   If a Force Majeure situation arises, the Bidder shall promptly notify the Commissioner, Bhavnagar Municipal Corporation, in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by the Municipal Commissioner in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.15.3   In the event of delay lasting over two months, if arising out of causes of Force Majeure, BMC reserves the right to cancel the order.

1.15.4   Delivery &Issue resolution period may be extended due to circumstances relating to Force Majeure by the BMC. Bidder shall not claim any further extension for delivery &Issue resolution or completion of work.

1.15.5   BMC shall not be liable to pay extra costs under any circumstances.

1.15.6   Notwithstanding above, the decision of the Commissioner, Bhavnagar Municipal Corporation, shall be final and binding on the Bidder.

1.16   Payment terms & condition

1.16.1   No Advance Payment will be done.

1.16.2   Payment of **WhatsApp Account Setup and Verification Charges** (as mentioned in **Section-6: Commercial Bid, Point 1**) will be made **only once** after the issuance of the **Successful WhatsApp Business API Service Integration Certificate"**, **"Go-Live Certificate**. The selected bidder must raise a **separate invoice** for same

1.16.3   Payments for **Point No. 2, 3, 4, and 5** of the **Commercial Bid Format** will be made **quarterly**, based on the actual consumption of WhatsApp messages.

The agency must submit a **quarterly message consumption report** along with the invoice.

1.16.4 Payment for **Point No. 6** of the **Commercial Bid Format** will be made **quarterly**, along with payments for **Point No. 2, 3, 4, and 5** of the Commercial Bid.

1.16.5 Agency has to raise tax invoice with GST for each quarter separately in two copies.

1.16.6 The rates to be quoted by bidder in the Commercial bids shall be inclusive of all duties / taxes / charges etc. but excluding GST. Applicable GST shall be paid separately as per the prevailing norms.

1.16.7 Agency do not have any rights to challenge delay in payment due to financial or Terms/conditions/law related issue at BMC side.

1.16.8 BMC will issue a **Successful WhatsApp Business API Service Integration Certificate / Go-Live Certificate** upon completion of the initial setup and testing phase. The **3-year Annual Maintenance Contract (AMC)** will commence from the **date mentioned in the certificate**. During this AMC period, payments for **WhatsApp Business API integration costs, new feature implementation charges, and annual WhatsApp platform usage & maintenance fees** will be invoiced on a **quarterly basis**.

1.16.9 The payment for WhatsApp messages consumed during the integration period (from the **LOI date to the AMC start date**) will be **merged with the first AMC quarter bill**.

1.16.10 Messaging Service Charges for the WhatsApp Business API will be invoiced based on the total number of messages sent, segmented by message type (e.g., transactional, promotional, or service updates). The agency will generate and issue invoices accordingly, and payments will be made quarterly, as stipulated by BMC.

1.16.11 Any additional charges, over and above the charges for conversations (as defined in Meta's pricing policies applicable for India, for user-initiated and business-initiated conversations), cannot be revised upwards during the contract period.

1.17 Conditions for Extension of this contract after completion of this AMC :

1.17.1   If the agency not interested with increasing the period of contract, then also BMC has the right to extend the AMC contract to maximum 6 months.

1.17.2   During extended period, successful bidder must have to follow all the terms and condition decided for this RFP.

1.17.3   After 6 month of extension period, If BMC required and agency want to further increase AMC period, then BMC has the right to increase the contract to the period which approved by the higher authority of BMC.

1.17.4   Final payment will be made based on the actual WhatsApp services used during the number of months and days for which the contract is extended after the completion of the 3-year AMC contract.

1.18   Termination of Contract

BMC may terminate the Contract if

a) The selected bidder does not start performing the contract within 30 days from the Date of LOI.

b) The selected bidder stops performing the contract or withdraw the activity to perform the contract.

c) The selected bidder breaches any terms and conditions of the contract.

d) The selected bidder does not follow the written instructions given by BMC.

e) The selected bidder does not perform the contract up to the satisfactory level even after regular feedback from BMC.

Besides terminating the contract, BMC may put bidder into blacklist for a period of not less than 3 years.

1.19   Agency must have to remain present at BMC at any point of time whenever asked by BMC Officials at their own cost and responsibility to discuss current work progress or new proposed work discussion or any critical error/issue arise etc.

1.20   In case of 2-3 or more simultaneous work assigned by BMC at the same time to the agency, Agency has to complete all the work within specified timeline by adding/managing resources at their level without any extra cost.

1.21   During AMC period, if agency work will not found satisfactory by BMC officials then commissioner has out right power to terminate the contract at any point of time, Security Deposit will be forfeited and agency will be black listed, if decided by higher authority.

1.22 The successful bidder must provide the contact details (name, mobile number, and email) of all hierarchy levels, including Developer, Team Leader, Project Manager, and Support Team Members**.** This information must be submitted in writing to the Computer Department within **30 days from the date of the Letter of Intent (LOI)**.

1.23 This Project's (Each item's) Timeline/Deadline will start from the date of "LOI" issued by Computer Department, Bhavnagar Municipal Corporation.

1.24 It is the agency's responsibility to request the **"Successful WhatsApp Business API Service Integration Certificate"**, **"Go-Live Certificate"**, and **"Completion Certificate"** for **this project** in writing from the Computer Department.

1.25 Agency has no right to challenge timeline decided by BMC for new development.

1.26 The company/agency must provide a quote for **Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)**. The agency is responsible for all tasks related to the procurement and maintenance of the WhatsApp Business API services for Bhavnagar Municipal Corporation throughout the AMC period, without any additional charges.

2. Technical Terms and Conditions

2.1 To get "**Successful WhatsApp Business API Service Integration Certificate**", "**Go-Live Certificate**", selected bidder has to complete all necessary required formalities which may be like below activities within **30 days from the date of LOI**:

    2.1.1   Creation of BMC user account credentials (Username/Password)

    2.1.2   IP Whitelisting for secure access

    2.1.3   Completion of all required documentation and compliance formalities

    2.1.4   Integration of the WhatsApp Business API with a minimum of one of BMC's existing software systems

    2.1.5   Escalation Matrix as per Annexure-8.

    2.1.6   The successful bidder fails to sign an agreement within 30 days.

    2.1.7   Draft of agreement will be Provided by BMC.

Upon successful completion of these tasks, BMC will issue the " **Successful WhatsApp Business API Service Integration Certificate**", "**Go-Live Certificate** "

2.2 The agency must have experience in integrating WhatsApp Business API services with platforms built on ASP.NET, Java, PHP, Python and other modern programming languages. Additionally, the agency must have competent, qualified, and trained local staff to perform such integrations.

2.3 The agency/bidder must provide comprehensive support throughout the WhatsApp Business API integration process, ensuring that the WhatsApp service is integrated into all required modules specified by BMC. This includes the development and integration of chatbot functionality to enable automated responses and interactions via WhatsApp. Additionally, for any new online software or services developed for BMC in the future, the bidder is required to support the integration of the WhatsApp Business API and chatbot functionality into these new systems at no additional cost to BMC.

2.4 The company/agency must provide a quoted rate for a single WhatsApp session message and template message (excluding GST) for a 3-year period. Additionally, the commercial bid should include all relevant pricing details and clearly state that no additional costs beyond the quoted rates will be permitted.

2.5 Additional information regarding the work is available from the Computer Department of BMC.

2.6 After the Technical Bid opening, if BMC's higher authority requests, the bidder must arrange a demonstration of the WhatsApp service Console/UI, providing a temporary login to showcase the requested features.

2.7 The successful bidder must be responsible for all the web security related aspect of server during contract period.

2.8 The comprehensive AMC includes:

2.8.1 On-site maintenance/modification as per BMC requirements, including the addition of new functionalities as needed.

2.8.2 24 X 7 X 365 services

2.8.3 Quick online & offline technical support from engineer

2.8.4 Prompt and responsive service delivery.

2.8.5 The agency will have to provide training any number of times as and when requested by the staff of BMC for any existing or new features to concerning staff and authorities without any extra cost.

2.9 Allocated resource monitoring and management should be done by the project manager.

2.10 After the completion of the AMC, if a new agency is selected for the upcoming AMC, the selected agency shall provide a minimum of 5 training sessions to the new agency for knowledge transfer, at no additional cost.

2.11 Upon completion of the 3-year contract period, if a new bidder is selected for the upcoming AMC, the selected bidder will be responsible for the account transfer and knowledge sharing with the new agency.

2.12 In case of any change in the allocated support member, BMC must be informed

2.13 If any specific work/support could not be completed due to poor performance of any team member, the agency is required to provide a suitable substitute. Any change in team during the period of contract should be inform to BMC.

2.14 The agency must provide full support for any new development, additions, alterations, maintenance work, or resolution of issues, bugs, and errors in the WhatsApp Chatbot or WhatsApp Messaging Service or Extra WhatsApp related Service. BMC officials will assign tasks to the agency via email, written letter, ticketing tool, phone call, or face-to-face instructions. The agency is also required to assist the chatbot development team as needed to ensure smooth operation and continuous improvement of the WhatsApp Chatbot service.

2.15   At the End of this 3 YEARS period, if the issues related to the services are found pending, then the agency will have to complete and solve the issues without any extra charge. Unless the work is completed, BMC will not release the Security Deposit of the agency

2.16   Agency shall depute offsite competent qualified/trained staff for this work

2.17   During the 3-year contract period, the selected bidder must provide WhatsApp Business API services at the final negotiated price per session message and template message. BMC will not pay any additional charges, fees, or costs beyond the agreed-upon price per session message and template message, based solely on the usage of WhatsApp Business API services.

2.18   The bidder must provide full support to the WhatsApp Chatbot development team whenever required, ensuring effective communication and collaboration between both parties.

2.19   The bidder shall be allowed to create WhatsApp Chatbot APIs as requested by the development team, and must also provide access for downloading all reports or summaries related to the chatbot.

2.20   **Sub-Account Creation for WhatsApp Chatbot Development Team**

The bidder must provide the functionality to create dedicated sub-accounts for the WhatsApp chatbot development team. These sub-accounts will enable seamless and streamlined development and testing processes. The key requirements are:

2.20.1 **No Additional Charges**: The creation and use of these sub-accounts must be provided at no extra cost to BMC.

2.20.2 **Unlimited Access and Usage**:

a. Sub-accounts must have no restrictions or limits on message sending, template creation, or testing functionalities.

b. Developers must be able to utilize all features of the WhatsApp Business API without limitations.

2.20.3 **Development and Testing Support**: Sub-accounts should facilitate the development, testing, and refinement of chatbots, message templates, and other WhatsApp API functionalities in a secure and isolated environment.

2.20.4 **Seamless Integration**: Ensure compatibility with BMC's systems, allowing smooth integration of developed functionalities into the live environment.

2.21 Service Level Agreement (SLA) and Penalty

2.22.1 At any point of time, if agency work will not found satisfactory by BMC officials then commissioner has out right power to terminate the contract at any point of time, Security Deposit will be forfeited and agency will be black listed, if decided by higher authority.

2.22.2 **PRIORITYWISE SLA** for providing solution of errors/issues

Task/Issue Type	Time limit (in Days)	Priority Description	Penalty Amount (in Rs./day)
Critical Issue	1	Major functional failure / Breakdown /High Priority/Urgent work required by BMC	3000/-
Service not working/Complain Register	1	Vendor has to resolve Complain with in 24 Hrs after registering Complain with them	2000/-
Unattended Meeting	As decided by BMC	Visit BMC to do discussion for any error, issue.	1500/-
Section-3 Scope of Work	60	Requirement/Facility mention in Section-3 Scope of Work - not Provided.	500/-
Delay in Submission of MOM	5	Complete Minutes of Meeting within timeline and with accuracy	300/-
Support for new development and major modifications.	As decided by BMC	New Development work or Major modification	1000/-
Account and Knowledge Transfer.	As decided by BMC	The process of transferring all relevant account details, credentials, and system knowledge from the current agency to the new agency, ensuring a seamless transition and continuity of operations.	Forfeit of Security Deposit (SD)

2.22.3   Changes/issue/errors of **Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)** will be assigned by BMC officials to agency via mail/written letter/tickets of ticketing tool/Phone Call/Face to Face Instructions.

2.22.4   During this contract period 3 year, for change request/errors/issues, agency must have to provide the solution as mentioned in point 2.22.2– "priority wise SLA". If problem/issue is major/critical then agency must have to provide immediate support and have to resolve the issue within same day. BMC will charge penalty as per point 2.22.2– "priority wise SLA", if agency failed to meet SLA.

2.22.5   New development/Major modification – if the agency does not complete the work of development as assigned by BMC officials within the stipulated time limit (which is decided by BMC officials during work assignment)BMC will charge penalty as mentioned in point 2.22.2 – " Priority wise SLA".

2.22.6   Penalties will be calculated at the end of each quarter and deducted from the bill amount of the corresponding quarter, any subsequent quarter, or from the Security Deposit (SD).

2.22.7   For any task given by BMC, the agency has no rights to raise the concern against the priority which is set by BMC. BMC assigned priority for any task will be consider final priority for that task.

2.22.8   If the support team of the agency will not be present for any meeting which arranged by BMC or whenever ask by BMC officials, then the penalty clause will be executed. If Agency will not prepare and send MOM within 5 days from the date of meeting, then the penalty clause will be executed as mentioned in Point 2.22.2 – Priority wise SLA.

2.22.9   In emergency condition and for special requirement of BMC, selected bidder has to provide support on holidays too without charging any extra cost. Failing in this will charge penalty equal to Critical Issue defined in point (2.22.2) Priority wise SLA.

2.22.10   The party subjected to the penalty shall have no right to object to the Authority's decision regarding its imposition, calculation, or enforcement, which shall be final and binding.

2.22.11 The amount of penalty shall be subject to a maximum limit of Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand only) of the total contract value. If penalty amount exceed of Rs. 2,50,000/-(Rupees Two Lacs Fifty Thousand only), then Commissioner, Bhavnagar Municipal Corporation reserved the right to terminate the contract at any point of time, security deposit of successful bidder will be forfeited and agency will be black listed, if decided or required by higher authority.

SECTION-5 :- SPECIAL CONDITION OF THE TENDER

5.1   In order to explore the best possible rate and ensure completion of the work in the stipulated time limit, BMC is inviting technical and financial offers from the interested bidders.

5.2   Commissioner, BMC reserves all rights to reject all/any of the offers without assigning reason thereof. Commissioner, BMC reserves the right to allot the work to any of the agencies without assigning any reason/s thereof.

5.3   During contract period, if agency work will not found satisfactory by BMC officials then commissioner has out right power to terminate the contract at any point of time. Also Commissioner, Bhavnagar Municipal Corporation reserve the right to forfeit the EMD of successful bidder and agency will be black listed, if decided/required.

1.7.1.1 SECTION-6 :-Commercial/Financial Bid

Sr. No.	Category	Quantity (Indicative)*	Unit	Unit Cost (excluding GST)	Total cost (excluding GST)
A	B	C	D	E	F (C*E)
1	Whatsapp Account Setup And Verification Charge	1	Time		
2	Whatsapp Message In Marketing Category	2,00,000	Nos		
3	Whatsapp Message In Authentication Category	6,00,000	Nos		
4	Whatsapp Message In Service Category	-	-		
5	Whatsapp Message In Utility Category	55,00,000	Nos		
6	Whatsapp Annual Platform Usage And Maintenance Charges(Including integrating to BMC's web/mobile application	3	Year		
				Total Amount	

Note:

1. The bidder must submit the financial proposal through e-tendering website only.

2. Financial Bid in physical form shall not be accepted and it will be out right rejected. The offers submitted by Fax/Email shall not be considered. No correspondence will be entertained in this matter.

3. Any additional charges, over and above the charges for conversations (as defined in Meta's pricing policies applicable for India, for user-initiated and business-initiated conversations), cannot be revised upwards during the contract period.

4. The bidder must not submit Meta pricing with a 35% or higher rate variation across different WhatsApp message categories. The Meta pricing will be calculated based on the rates applicable on the last day of bid submission.

5. The bidder must specify a price for each item mentioned above. If an item does not require pricing, entering "0.00" is mandatory. Failure to provide a price for any item will result in the outright rejection of the tender.

6. The rates to be quoted by bidder in the Commercial bids shall be inclusive of all duties / taxes / charges etc. but excluding GST. Applicable GST shall be paid separately as per the prevailing norms.

7. Prices shall be quoted in Indian Rupees only.

8. Incoming and outgoing WhatsApp session messages to customers within 24 hours should be free and unlimited.

9. Service levels shall adhere to the standards and norms established by Meta (Facebook/WhatsApp).

10. Bidder must provide standard 24x7 support.

11. WhatsApp Official Business Account (Meta Verified Badge), along with verification for all applicable Meta platforms such as Facebook, Instagram, and WhatsApp, upon approval by Meta (no extra charges applicable), included.

12. Additional WhatsApp numbers requested by BMC shall be activated without any additional charges

13. **This Price Bid must be submitted only online through e-Tendering website on** https://tender.nprocure.com **using digital signatures.**

14. **If price Bid submitted in physical form or in any offline way/form, then tender will be out right rejected.**

SECTION 7: Annexures
Annexure-1 Bid Letter

(On bidders letter head with duly seal and signed by authorized person)

Date: dd/mm/yyyy

To,
The Commissioner Shree,
Bhavnagar Municipal Corporation,
Bhavnagar

Subject: Tender bidding **Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)**

Respected Sir,

We here by submitting our offer in full compliance with terms & conditions mentioned in this tender. The offer is submitted the offer in two separate and sealed envelopes marked as Technical Bid & Tender Fee and EMD. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the bidder. We here by agree with that non-compliance in any terms & conditions mentioned in this tender document will result in rejection of our bid and we will abide by any decision taken in this regards by BMC authority.

We hereby certify that the person signing the tender is fully complying the 3rd clause of Section I: Technical Bid Criteria.

We are aware that Commissioner, BMC reserves all rights to reject all/any of the offers without assigning reason thereof and Commissioner, BMC reserves the right to allot the work to any of the agencies without assigning any reason/s thereof.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Name   : …………………………………………………….

Designation   : …………………………………………………….

Mobile Number : …………………………………………………….

Annexure-2 Letter Of Authority

(On bidders letter head with duly seal and signed by authorized person)

Date: dd/mm/yyyy

To,
The Commissioner Shree,
Bhavnagar Municipal Corporation,
Bhavnagar

SUBJECT : Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)

Dear Sir,

We, ……………………………………………………………… (Bidder's Name), do hereby authorize Shri/Smt…………………………………………………………………….holding the post of …………………………………… in our organization to represent our organization in this tender and to carry out all the formalities relating thereto.

Representative Person Sign : _____

Authorized Person Sign : _____

Company Seal

Annexure-3 Agency Turnover

(To be submitted on Chartered Accountant's Letter head)

Name of the Firm : ……………………………………………………………………….

GST Details : ……………………………………………………………………….

PAN Details : ……………………………………………………………………….

Period	Turnover in Rs.
2021-22	
2022-23	
2023-24	

It is certified that the details provided above are corrected and I have gone through relevant records to come out with the figures quoted above.

Place: - ……………………………………

Date: - …………………………………….   **SIGN & SEAL of Chartered Accountant**

[Note:- Kindly Attach Income Tax Return Acknowledgement of respective year.]

Annexure-4 Relevant Work Experience Details

(On bidders letter head with duly seal and signed by authorized person)

Sr. No.	Name of the Dept./Organization where Service was done	Work Order Number & Date	Duration of Service(month/ Year)	Order Value
1				
2				
3				
4				
5				

Place :- …………………………………

Date :- ………………………………….   **AUTHORISED SIGNATORY OF THE FIRM WITH SEAL**

Note: Also attach Copy of Work Orders Which are mention above

Annexure-5 Non - Blacklisting Certificate

(On Non judicial Stamp paper of Rs.100/- duly attested by the First class Magistrate/Notary Public)

I M/s._____ (Bidder), _____(the names and address of the registered office) hereby certify and confirm that we or any of our promoter/s /director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a sub-contractor as on the _____- (Bid submission Date), rejection in case any material misrepresentation is made or discovered with regard to the requirements.

We further confirm that we are aware that our Application for the captioned Project would be liable for of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this _____Day of _____ 2025.

Place……………………………..   SIGN & SEAL of Authorized Person

Date……………………………

ANNEXURE-6 Disclosure Of EPF Not Applicable

(On bidder's letter head with duly seal and signed by authorized person)

CERTIFICATE

Our Organization/agency _____applied bid for **"Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)"** Procured by Computer Department, Bhavnagar municipal corporation. Our organization is not EPF registered. A certificate of which is hereby given. In the future, any question or liability arising under E.S.I.C. rules shall be the sole responsibility of our organization/agency.

Place…………………………….   SIGN & SEAL of Authorized Person

Date……………………….…

ANNEXURE-7 Disclosure of ESIC not applicable

(On bidder's letter head with duly seal and signed by authorized person)

CERTIFICATE

Our Organization/agency _____ applied bid for **"Selection of Service Provider for Providing Whatsapp Business Message Service & API Solution to Bhavnagar Municipal Corporation(BMC)"** Procured by Computer Department, Bhavnagar municipal corporation. Our organization/agency has not registered E.S.I.C. and organization/agency does not come under E.S.I.C rule. A certificate of which is hereby given. In the future, any question or liability arising under E.S.I.C. rules shall be the sole responsibility of our organization/agency.

Place…………………………….   SIGN & SEAL of Authorized Person

Date……………………….……

Annexure-8 Escalation Matrix

(On bidder's letter head with duly seal and signed by authorized person)

Name of the Firm   :   …………………………………………………………..

	Name	Contact Number	Designation	Turn Around Time (TAT) in hours
Level 1				
Level 2				
Level 3				
Level 4				

Place :- …………………………………

Date :- ………………………………….

Annexure-9 Compliance Sheet

Sr. No.	Description	Status (Yes or No)	Remarks
1)	Bidder has to provide dashboard features for monitoring messaging activities, compliance status, etc.		
2)	the bidder must provide various types of reports on message sending activities such as delivery rates and errors		
3)	Bidder has to provide tools and procedures for managing users and agents interacting with chatbot services.		
4)	Detailed reporting capabilities on messaging performance, compliance metrics, etc.		
5)	Specifications and measures ensuring robust encryption and overall system security.		
6)	Processes and standards for integrating chatbot services with other systems and platforms. WhatsApp integration needs to be implemented across all modules as required by BMC.		
7)	The capability to monitor and review live interactions within the WhatsApp Business API messaging service in real-time.		
8)	Ensuring that chatbots integrated with the WhatsApp Business API can deliver timely and accurate responses within defined parameters.		
9)	Ensure compliance with GDPR, CCPA, or other relevant data protection regulations.		
10)	Ensure messages comply with WhatsApp's policies on prohibited content.		
11)	Ensure end-to-end encryption for message security.		
12)	Outline procedures for handling user queries and complaints.		
13)	Adhere to regulations regarding permissible hours for message delivery.		
14)	Procedures for handling user requests for accessing their data.		
15)	Detail security measures in place to protect user data and prevent unauthorized access.		

16)	WhatsApp Business Solution Provider (BSP) should have an active agreement with Meta (Facebook) for providing WhatsApp Business APIs for large enterprises and government.		
17)	Service Provider should support the organization's Facebook Manager ID verification and WABA onboarding.		
18)	Obtaining a VMN/MN (VIP Number) for the implementation of a verified WhatsApp Business API profile for the user organization. The VMN/MN should be easily memorable and accessible to customers through all telecom operators across PAN India, 24/7. **Or** BMC will provide a number for the Business API profile, which will be implemented for the user organization		
19)	The Service Provider shall be required to set up a verified Facebook Business Manager account and WhatsApp Business account of the Client or use the existing Facebook Business Manager / WhatsApp Business accounts and contact number of the Client to implement the Chat Bot and Software solution. In any case, the necessary approvals and permissions from Facebook or any other stakeholder agency shall be the responsibility of the Service Provider only.		
20)	Service Provider should help in managing the service catalogue of the organization.		
21)	Template Whitelisting/Approval should be done by the Service Provider.		
22)	WABA service provider's platform should support bulk message push to unlimited audiences with no TPS restriction.		
23)	Platform should support direct text messages, voice & video messages, live location, photo & video sharing, and document sharing.		
24)	Service Provider's WABA platform should have the capability to interact and integrate with third-party CRM/ERP, websites, mobile applications, and web applications.		

25)	The BSP should offer a range of value-added services, including: **Technical Support:** Assistance with any technical issues or troubleshooting related to WhatsApp Business API. **Resources:** Provision of tools, documentation, and other resources to facilitate effective use of the WhatsApp Business API. **Data Hosting:** Secure hosting of data related to WhatsApp interactions and operations. **Operational Setup:** Support in setting up and configuring the WhatsApp Business API and associated systems. **Account Services:** Management and support for account-related matters, including setup, maintenance, and upgrades.		
26)	WhatsApp BSP should be listed on the WhatsApp business partner directory available online.		
27)	BSP should have bulk opt-in & opt-out facility to enable end user organization for bulk message broadcast.		
28)	BSP should get the validated user organization's KYC, logo, and verified profile with Meta/WhatsApp.		
29)	BSP should have an in-house team for chatbot development to handle basic FAQs, queries. The bot should respond in real-time without any delay to the end-user queries.		
30)	BSP should have a ready-to-use platform, capable of executing unlimited bulk message push as and when required by the organization.		
31)	Whatsapp service provides the capability to schedule automatic WhatsApp message sending, supporting both single and multiple messages to either single or multiple users.		
32)	BSP platform should allow 2-way communication without any limit to the business and end user.		
33)	The messaging framework must be capable of sending messages in media formats like images, PDFs, documents, audio, video, GIFs, emojis, stickers, etc., allowed by WhatsApp and the file size limit should not be less than the defined permissible		

	limit by WhatsApp.		
34)	Each WhatsApp session (whether initiated by the user or the client) must be valid for at least 24 hours.		
35)	Reports/Analytics modules: This module shall provide reports with respect to usage and analytical data as per the requirement of the Client. Apart from these reports, the Service Provider may be required to provide any other reports as requested by the Client.		
36)	BSP should be able to integrate a one-click payment solution without extra cost to the organization.		
37)	BSP should have the capability to host the full solution over a secure cloud and have ISO 27001:2013, ISO 9001:2015 certifications.		
38)	BSP platform should be a unified platform with a single dashboard to control all services implemented with a single login facility.		

Annexure-10 Bidder's Request For Clarification

Sr. No.	Tender Document Reference (Section, Clause & Page Number)	Actual Content of Tender Document	Queries by Bidder

[Signature of Bidder with Stamp]