REQUEST FOR PROPOSAL FOR PULL & PUSH SMS & EMAIL SYSTEM

Cost of the Document- Rs. 500/-

Proposal Timeframes

Task

Release of RFP

Date: 20-March-2013

Deadline for Proposals: 09-April-2013 up to 04:00 P.M.

General Section
School of Open Learning
5, Cavalry Lines
University of Delhi
New Delhi – 110 007
Sub: Providing BULK PULL/PUSH SMS, and Mass email for the students of SOL

1. Introduction

School of Open Learning has been using Pull & Push SMS service and mass email for its students. Providing various information like result, dispatch of study material, admission tickets, PCP Classes etc.

2. Objectives

The key objectives of the school are to:

- Improve its service levels to its students
- Increase operational efficiency
- Provide 2 way communication, where a student can access required information through Push SMS as well
- Increase the availability and accessibility of its services through different channels of communication.
- Reduce costs
- Better management
- To remain in touch with students through different channels of communication.

3. Target Market

All students of School of Open Learning – there are more than 4 Lakh Students.

4. Envisaged Service

Initially, the following service is envisaged:

- Keep students informed regarding various activities.
- An audit trail showing all outgoing SMS’s must be produced, also giving a hash total of the number of cell phones SMS’d and unsuccessful sms’s
- An audit trail showing all outgoing e-mails must be produced, also giving a hash total of the number of email-ids and emails that could not be delivered.
- An audit Trail of all Pull Sms's should be provided
- There should be a provision of sending html attachment with email so that admission ticket, exam form etc. can be sent by mail as well (If need be the vendor is supposed to provide necessary technical support).
5. Solution Requirements

- Vertical and horizontal scalability
- Adaptability
- Flexibility
- Cost-effectiveness
- High Performance
- There must be a mechanism to build business rules (business rule builder) to be used to generate SMS’s, e.g. generate SMS as soon as exam result is inserted in the table. These business rules must be able to be triggered automatically and manually. The solution must also be able to handle complex business rules.
- Securely send batches of SMS messages
- Access to all CDMA/GSM networks nationally.
- Secure encrypted connection with guaranteed delivery
- Ease of customization
- Ability to integrate with the school’s ERP system.

6. Technical Environment

- The School ERP is a browser based system using .net.
- A Leased Line of 2 mbps is connecting Head Office to South Study Center.
- Internet connectivity is through University Network.

All components and products must have relevant ISO certification

We are interested in availing Pull & PUSH SMS services for subscribers of all mobile service providers as per the specifications given in the annexure.

If you are interested, you may submit your quotation for providing the SMS services as specified in Part-I and Part-II forms enclosed, as per the following procedure.

Please note that your quotation is subject to and governed by the "Standard conditions governing the quotations" containing various clauses including terms of payment, delivery, training, warranty etc., and The contract will be awarded for a period of 1 year only which may be subsequently renewed/extended subject to the satisfactory performance during the said period.

7. Procedure for submission of quotations:

(a) (i) All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
(ii) The interested parties will submit bid as asked for in the Quotation Document Clause 20. Non-compliance of these may lead to rejection of bid.

(b) The SOL shall not be responsible for any delay in submission of the quotations. The quotation submitted by telex/telegram/fax or e-mail would not be construed as a valid quotation and will not be considered. No further correspondence will be entertained on this matter.
(c) The Registration number of the firm along with ST/CST number allotted by the Sales Tax authorities in addition to PAN/TIN allotted by the IT Deptt. shall invariably be given in the quotation.

(d) The Excise Duty, Sales Tax/ VAT etc., as applicable should be quoted separately in absence of which it will be presumed that they are included in the rates and SOL shall have no liability to pay these charges.

(e) Each page of the offer shall be numbered and bear the signature and Stamp of the service provider at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

(f) The offers in the prescribed format should be addressed to A.R.(General) under sealed cover. This is a two-bid system. The first sealed cover shall be superscribed “Quotation for Technical Bid with Commercial Terms and Conditions”. The second sealed cover shall be superscribed “Quotation for Financial Bid”. Both these Envelopes, after being sealed properly, shall be put into a third cover, which should be properly sealed before it is sent/ submitted. The third sealed cover shall be addressed to the “AR- General 5 Cavalry Lines University of Delhi Delhi-7”. This cover should be superscribed “Quotation for Pull/Push SMS and e-mail System”.

(g) The first cover shall contain all details about supply Service capability, experience, number of qualified service engineers, service centers with technical resources available for the support services, and other information as per ‘conditions to qualify for evaluation of technical bid at Clause 20. The earnest money deposit shall be kept in this envelope. Those who do not qualify the pre-qualification conditions shall be summarily rejected and their Financial Bids shall not be opened. The SOL reserves the right to accept or reject any quotation without assigning any reason.

(h) No term & Condition will be entertained in Financial Bids.

(i) The “Technical Bids with Commercial Terms and Conditions” shall be opened in the first instance in the presence of representatives of the parties who may wish to be present. Only one authorized representative per party, will be permitted to be present at the time of opening of the quotation.

   a) SOL has the right to accept or reject any quotation at its sole discretion without assigning any reason therefore.

(j) The Technical quotations will be opened at 11:00 a.m. on 10-April-2013. The date and time of opening Commercial quotations will be informed by e-mail separately to qualifying bidders.
8. Qualification Criteria:

1) The bidder should be a Pvt./Public limited company, existing in India for more than three years.
2) The bidding company should have made net profit of at least 1 Crore during the last three financial years for each year.
3) The bidding company should have experience in providing Pull/Push SMS services for the last three years.
4) The bidder should have provided SMS services (Push & Pull) to a minimum of five organizations of which at least three entities should be Government Institutions.
5) The bidder should have the capacity of pushing more than 1,00,000 messages and e-mail per day.
6) The bidder should have a support office in Delhi NCR to provide onsite support immediately on call.
7) Bidder should submit supporting documents for all the above qualification criteria.

The bidder shall provide the following information with the technical bid. These information will be used for technical validation as the bid process is a two bid process (Technical and Financial)

(a) A brief writeup describing the key features why the service is suitable for meeting the SOL’s needs duly supported with complete details of the service quoted including details on quality certification (with copy of certification), etc.

(b) Service Provider should indicate the details of their branches/channel partners for providing services with their address, telephone nos, E-mail and number of service engineers at that office who can resolve the problem if any put up by the purchaser during the service period.

(c) Copy of balance sheet (2009-2010, 2010-2011 and 2011-2012) should be attached. Turn over in India for the last three years must be mentioned. Execution of single order for such items in previous financial year must be at least 10 lakhs SMS Alert service.

(d) Supply, provisioning of such work orders executed in last three years giving details of organizations for which work was executed, value of order, time period for which the service was asked for, user feedback, etc.

(e) The service provisioning will be required for one years with renewal on Annual basis. Further extension of one year may be considered subject to the satisfactory service to the purchaser and with mutual agreement.

(f) Information pertaining to deviation if any, from the requirement as given in Clause 20, must be submitted in the format at Annexure-III with all the relevant enclosures, copies of the certificate etc, in support of the above information.
9. Compliance with the technical specification

(a) Services offered shall be in accordance with the requirement specifications. Deviations from the specification, if any, shall be clearly indicated along with explanations in a separate statement to accompany the quotation, apart from giving the required information in Annexure-III.

(b) The SOL may accept such specifications that ensure same or higher quality than the specification mentioned in the requirement specifications. Decision of SOL in this regard shall be final.

(c) The service has to be only through genuine license holder. Certificate in this respect by the authority not below the Company Secretary will be provided by the Service provider in a proper certification format.

10. Earnest Money Deposit

(a) Earnest Money Deposit (EMD) amount of Rs.10,000/- shall be submitted along with the offer. The EMD shall be in the form of a Demand Draft from any Scheduled Bank drawn in favor of Executive Director SOL payable at DELHI. A quotation NOT accompanied by the EMD shall be summarily rejected. EMD should be submitted with technical bid.

(b) No Interest shall be paid by SOL on EMD.

(c) The EMD deposited is liable to be forfeited if the service provider withdraws or amends impairs or derogates from the quotation in any respect, within the period of validity of his offer.

(d) The EMD of the successful service provider shall be returned after the contract performance guarantee/security deposit is furnished.

(e) If the successful service provider fails to furnish a Performance Guarantee/Security deposit, on terms and conditions laid down by the SOL, the Earnest Money shall be forfeited by SOL.

(f) The EMD of all unsuccessful service providers shall be refunded/ returned at the earliest after expiry of the final bid validity and latest, on or before the 30th day after the award of the contract.

11. Evaluation of Proposal

(a) The proposal Evaluation Committee will evaluate the quotations on the basis of techno-commercial parameters and Background Information (Clause 8). If considered necessary, the Committee may decide to visit and inspect Service provider site. Other related sites, as it may find worth in order to gather further information leading to evaluation of bids, may also be visited by the committee. Service provider will be bound to provide all necessary information as desired by Committee at such sites. The short-listed service providers may be called for detailed discussions at a specified date, time and venue including demonstration of their products, if need be.
(b) The Financial Bid of the technically short listed service providers only shall be opened in the presence of their representative, who may wish to be present, on a specified date and time which will be communicated by SOL.

(c) The SOL reserves the right to select the service provider on the basis of best possible facilities/services quoted. The decision of SOL arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any service provider to bring pressure of any kind shall disqualify the service provider for the present quotation and the service provider may be liable to be debarred from bidding for SOL quotations in future for a period of three years and EMD submitted may be forfeited.

(d) The SOL reserves the right to award the contract to any of the bidders irrespective of not being lowest.

12. Acceptance of quotation:

(a) SOL reserves the right to place the order on the successful service provider for additional Service at the final rates. The Service provider is bound to accept the orders for additional Service during the period upto 12 months from the date of purchase order to the supplier at the approved rate or prevailing market rate which ever is less.

(b) The Service provider must ensure that the conditions laid down for submission of offers detailed in the preceding clause and sub-clauses are completely and correctly fulfilled. Quotations, which are not complete in all respects as stipulated above, shall be summarily rejected.

(c) The quotation shall be processed as per standard procedures. The Purchaser, however, reserves the right to reject any quotation without disclosing any reason. The Purchaser would not be under obligation to give any clarifications to those vendors whose quotations have been rejected.

13. Effect and Validity of Offer:

(a) The offer shall be kept valid for acceptance for a minimum period of 90(Ninety) Calendar days from the Financial Bid opening date.

(b) Order shall be placed as per SOL's requirements by AR General for provision of the service. The successful Service provider will make provision of the services within a maximum period of 10 days from the date of issue of the purchase order.

(c) The contract shall be valid initially for a period of One years which will be governed by clause 8. If required, additional orders may be placed, as per clause 12(a), with financial benefits, due to reduction in Service cost if any, to SOL.

(d) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. Alterations, if any, in the quotation bid
shall be attested properly by putting their signatures and seal by the service provider, failing which the quotation is liable to be rejected.

(e) The Registration number of the firm along with CST number along with PAN/TIN allotted by the IT Dept. Sales Tax authorities shall invariably be given in the quotation. Excise clearance or Custom duty, if any, for relevant year may be submitted.

14. SECURITY DEPOSIT/PERFORMANCE GUARANTEE

The successful Service provider shall, before placing the order, deposit an amount of Rupees equivalent to 10% of the value of the contract for one year as security deposit for due performance of the contract. The security deposit may be furnished in the form of a Demand Draft drawn in favor of Executive Director, School of Open Learning. The validity of Security Deposit shall be for the entire period of Service Contract plus Two months. The Security Deposit shall be furnished within 15 days of dispatch of letter intimating acceptance of the offer in terms of Letter of Intent. Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD and procurement of services from the next acceptable service provider at the Cost and risk of the Contractor (service provider at default). If the service provider is not able to provide and support the requisite services completely within the specified period to the complete satisfaction of the SOL, the Security Deposit shall be forfeited.

15. DELIVERY

The Service provider shall deliver the service in accordance with the conditions of the contract at the time/place and in the manner specified in the contract. Performance under quotation inquiry is time –bound. Any delay within the time fixed or in the event of repudiation of the contract, the (SOL) purchaser reserves the right to recover damage for Breach of Contract as indicated below:

a) To recover from the Service provider liquidated damages including administration expenses a sum equivalent to 0.5% of the order value for each week or part thereof during which delivery is delayed subject to an overall ceiling of 10% of the total contract value.

b) (i) Contact any other Service provider elsewhere without a show-cause notice to the contractor, on the account and at the risk of the Service provider of the Service not so delivered or others of a similar description (where service exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily deliverable) without canceling the contract in respect of the installments not yet due for delivery. If the Service provider had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his quotation for risk purchase even though the lowest.

(ii) Cancel the contract or a portion thereof without a show-cause notice to the Service provider and if so desired contract or authorize contracting for the services not so delivered or others of a similar description (where services exactly complying with particulars are not in the opinion of the...
Purchaser, which shall be final, readily procurable) at the risk and cost of the Service provider. If the Service provider had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his quotation for risk purchase even though the lowest.

(iii) Where action is taken under sub-clause (i) and (ii) above, it shall be in the discretion of the purchaser to collect or not to collect the security deposit from the firm on whom the contract is placed at the risk and expense of the defaulted Service provider.

(iv) The service provided would be subjected to appropriate testing to the satisfaction of SOL.

16. PAYMENT TERMS

a) 100 percent payment shall be made within 30 days of submission of bills duly supported by the system log with the performance report from the concerned user prepared every month. Bill will be submitted by the Bidder on monthly basis.

b) A pre-receipted bill shall be submitted in duplicate in the name of SOL at the location mentioned in the purchase order.

17. Penalty for Delay in attending Fault Reports during the contract period.

(a) During the service contract period, if the problems raised by the Purchaser are not rectified within a period of 24 hours from the time it is reported verbally or through phone/fax/letter to the contractor or his Field nominee, the same shall render the contractor liable for penalty at the rate of 2% (Two percent) per Week of the total value of the monthly bill raised for the service, subject to maximum of Four weeks and thereafter the SOL holds the option for purchasing the service from other service provider and may invoke the performance security of the Bidder depending upon the severity of the requirement.

(b) The decision of the authority placing the order in this regard will be final. If the service provider does not feel satisfied with the decision, he will be at liberty to approach Executive Director, SOL. His decision in this regard will be full and final and no appeal will lie against his decision.

18. Settlement of Dispute & Jurisdiction
In the event of any question, dispute or difference arising under these conditions or ‘Instructions to Service providers’ or in connection with this contract both the parties shall try to resolve their dispute by mutual discussion within a period 30 working days failing which only the courts at Delhi/New Delhi will have Jurisdiction to adjudicate upon the matter.

19. **Bidder’s Responsibilities**

a. Selected Service provider shall provide the necessary arrangements/infrastructure to the SOL, hereto to ensure the successful operation of the service.

b. The Service Provider will guarantee confidentiality of data in the form of an undertaking on 50 Rs. Bond paper. That the data being shared by the SOL will be strictly confidential and will not be shared for unauthorized purpose.

c. Bidder will allow Purchaser direct connectivity to its SMSC & SMTP Server through Internet, and will give login and password access to one or more user as required by the Purchaser. The connectivity would be preferably through Bidder’s SMSC & SMTP.

d. Bidder will ensure that the SMSC & SMTP accepts traffic sent by SOL. The delivery report of the same shall be made available to the SOL.

e. Service provider shall provide SOL with Successful Submission of messages and emails.

f. Service provider will not change the content of the message, the originating party addresses or the destination party address unless otherwise agreed by both parties.

g. **Sender-ID should contain SOL identity.**

20. **Specifications for services**

I. Service Provider will help Customer configure their account at the SMSC with a login and password to accept and successfully process SM traffic from Customer.

II. Service Provider will affix a time stamp on each SM/EMAIL successfully delivered in the Indian Standard Time.

III. Service Provider should generate a delivery notification for each SM/EMAIL sent by SOL and should submit reports providing the time of receipt of SMS at their server, time of delivery to mobile subscriber concerned for each message, either on real time basis or daily offline basis.
IV. The bidder should provide API and support in integrating PULL/PUSH SMS Service with our application.

**Availability & penalty**

V. Except for force majeure, scheduled maintenance & event of critical malfunction event or for causes not imputable to Bidder, Services should be available twenty-four (24) hours per calendar day with 99 % uptime during the contract. Notwithstanding to the above if the Bidder failed to rectify the problem within 24 hours from the time of its being reported by way of mail or in writing the Liquidation damages shall be paid as per clause 17(a).

VI. Bidder should advise purchaser of all planned downtime or unavailability of Services or network, no less than One (1) calendar day, earlier than the date planned for such downtime or unavailability, except in case of emergency by mail.

VII. Bidder shall inform purchaser of any changes in routing of short messages and any change in the SMS throughput required to be affected towards any operator. Purchaser shall comply with this suggested change as soon as possible but not later than 24 hours.
PART-I

From:            Date:

To

THE ASSISTANT REGISTRAR,
General Section
School of Open Learning
University of Delhi
Delhi-7

Dear Sir,

Referring to your above RFQ calling for quotations, we submit the compliance details of the specifications of appliances given in your above referred letter.

<table>
<thead>
<tr>
<th>SPECIFICATION</th>
<th>Please Write</th>
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<td>COMPLIED or NOT COMPLIED</td>
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The Service Provider should be a Pvt/ Public limited company operating in India for more than three years.

The Service Provider should have made net profit of Rs. 1 Cr. during the last three financial years.

The Service Provider should have experience in providing PULL & PUSH SMS services for the last three years.

The Service Provider should have provided PULL & PUSH SMS services to a minimum of five organizations of which at least three entities should be Government Institutions.

The Service Provider should be currently pushing more than 1,00,000 messages & E-Mails per month for at least one of their customers.

The Service Provider should have a support office in Delhi NCR.

Service Provider should submit supporting documents for all the above qualification criteria.

Have you attached documents in support of Qualification Criterion as per Clause 8.

Have you attached a brief writeup describing the key features why the service is suitable for meeting the SOL’s needs duly supported with complete details of the service quoted including details on quality certification (with copy of certification)
Annexure II

COMPLIANCE DETAILS

<table>
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<tr>
<th>SPECIFICATION</th>
<th>Please Write COMPLIED or NOTCOMPLIED</th>
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<tr>
<td>Technical Specifications as per clause 5 &amp; clause 20 of the document.</td>
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<tr>
<td>Earnest Money Deposit: As per clause 10 of this document.</td>
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<td>Performance Guarantee: As per clause 14 of this document.</td>
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<td><strong>Payment terms</strong></td>
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<tr>
<td>a) Registration charges for long code (Pull SMS) will be paid 100% in advance.</td>
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<td>b) 100 percent payment shall be made within 30 days of submission of</td>
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<td>bills duly supported by the system log with the performance report</td>
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<td>from the concerned user prepared every month. Bill will be</td>
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<td>submitted by the Bidder on monthly basis.</td>
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<td>c) No part of the contract price for the services rendered as per the</td>
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<td>raised bills shall become due or payable until the service provider</td>
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<td>has delivered, the service to the complete satisfaction of SOL. Payment</td>
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<td>shall be made subject to recoveries, if any. Payment will be</td>
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<td>based on satisfactory delivery of services.</td>
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<td>d) A pre-receipted bill shall be submitted in duplicate in the name of</td>
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<td>SOL at the location mentioned in the purchase order.</td>
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<td>e) Service Tax &amp; Interconnect charges (if any) will be as per Govt. rules.</td>
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<td>No commitment assured from the Purchaser on minimum number of SMSs.</td>
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We submit that we will abide by all the terms and conditions given in your RFP referred above and compliance details given above.
Annexure III
(To be filled and sent in sealed envelope no. (1))
FORMAT OF QUOTATION FOR TECHNICAL BID
(Information pertaining to deviation and compliance statement)
Name of the Company ____________________________________________

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirements</th>
<th>Service offered</th>
<th>Deviations (if any) with remarks</th>
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<tbody>
<tr>
<td>1.</td>
<td>As per Clause 20.</td>
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1. Please give brief description on the technical superiority of each service to be supplied by Service provider. Enclose the brief separately.

2. Compliance statement should also be submitted in Microsoft Excel worksheet form on a CD.

(Please attach details as required in Clause 20)
Annexure IV

PART-II
Price Schedule (Financial Bid)
(To be duly filled in and sent in sealed envelop no. (2) - each page must be signed with SEAL of the Service provider. NO Extra Terms and Conditions are applicable here)

To
THE ASSISTANT REGISTRAR,
General Section
School of Open Learning
University of Delhi
Delhi-7

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Requirements</th>
<th>Quoted Price</th>
<th>Taxes (if any) give break up</th>
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<tbody>
<tr>
<td>1.</td>
<td>Setup cost Long code (Pull SMS) (If the solution is on Long code)</td>
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<td>2.</td>
<td>Monthly rental for longcode</td>
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<td>3.</td>
<td>Per Outgoing SMS</td>
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<td>4.</td>
<td>Per Outgoing E-Mail</td>
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<td>5.</td>
<td>One time setup cost (Email)</td>
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<td>6.</td>
<td>Set up cost short code (Pull SMS)</td>
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<td>7.</td>
<td>Revenue sharing in case of short code.</td>
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1. In case the service to the Purchaser can be made free then the service provider must submit terms and conditions for execution of services.
2. We, the service provider, agree to provide the above service in accordance with the requirement for the contract period specified in the Invitation for Quotations/ bid document on terms and conditions agreed to therein.