



All India Council for Technical Education
(A Statutory body under Ministry of HRD, Govt. of India)
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Tender Document

for

Bulk SMS Services – Bulk & Event based

Tender Reference Number	14-43/Admn-II/SMS
Date of Issue	4 th March 2014
Due Date	11 th March 2014 till 14.00 hrs
Name & Address of Tenderer	Member Secretary, AICTE, 7th floor, Chandralok Building, Janpath, New Delhi, 110001

ABOUT AICTE

- The All India Council for Technical Education (AICTE), set-up in November 1945 as a national level Apex Advisory Body, is marching ahead with its mission of developing and promoting qualitative technical education in the country in a coordinated and integrated manner. The Council is constantly endeavoring to encourage a meaningful association between the technical education system and research & development activities in a concerted effort aimed at nation-building.

IT INITIATIVES UNDERTAKEN BY THE AICTE

- Technical education at all levels in the country is witnessing a consistent growth pattern marked by the setting up of new Institutions and improvement of the existing ones in tune with the quality assurance norms. The Council believes in providing the proper impetus to Institutions in generating competent engineers and scientists and encouraging them to think beyond the curriculum while imparting training for the advancement of knowledge.
- Having a larger public interface, e-Governance has become an essential part of the management system in AICTE. AICTE has introduced e-governance system for greater transparency and accountability in the working of AICTE. The emphasis on e-governance to ensure transparency, implementing a tech-savvy approach to enable faster processing and clearly defining the infrastructural norms in Institutions are just a few pointers towards AICTE's efforts at fostering a technical education system which is at par with the best Institutions in the world.

A) SCOPE

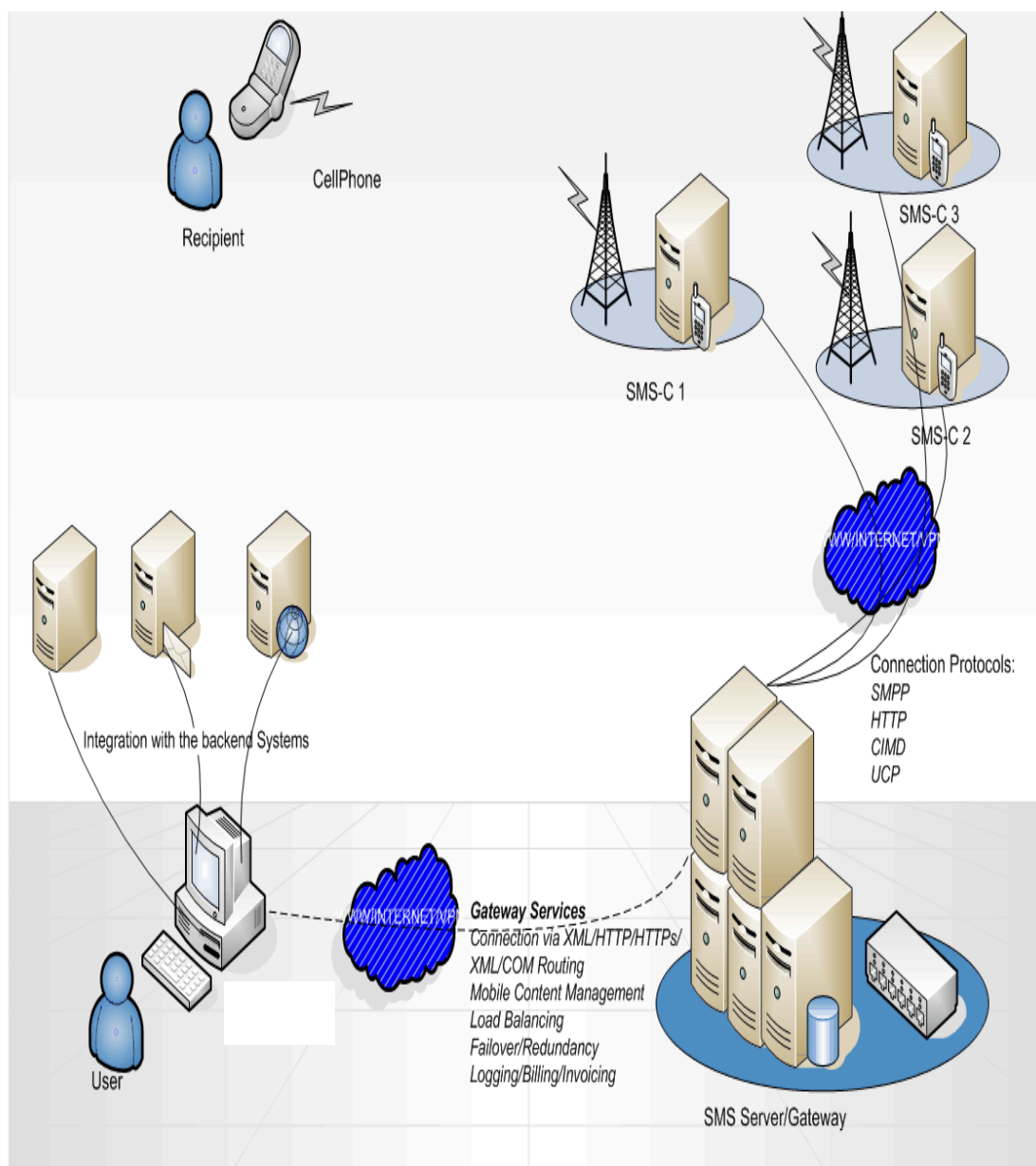
Provisioning of Bulk & Event based SMS services for transactional SMSs integrated to the AICTE portal. The detailed requirements of AICTE are as below:

1. **Critical Alerts to Institutes, Experts, Officers of AICTE:** AICTE wishes to send SMS Alerts which will be based on various transactions done by AICTE, such as: application processing stages, nonpayment of Dues, reminders to stake holders, extension of last date, closure date, invitation to Experts to conduct visits etc.
2. **Information about new Initiatives:** AICTE wishes to inform its existing stakeholders about new initiatives launched
3. Information to Faculty, Students – AICTE has requirements for sending bulk SMSs to Faculty and Students about events, new initiatives etc. The Bulk SMS application should be able to send bulk SMS, approx. 20 lakh SMSs to the registered mobile numbers.

All the messages should be sent via transactional route and not via Promotional route.

4. **Customer Care:** An automated SMS is to be sent to designated mobile numbers of educational Institutes whenever there is need for information to be disseminated on urgent basis to a select group or task force.
5. **The selected vendor should co-ordinate** with the SI team to set up the SMS system and should work along with the SI team, in case of any issues related to SMS sending.

B) PROPOSED ARCHITECTURE



C) SERVICE DESCRIPTION

1. For SMS Push

- i. The SMS are generated by making a dynamic query on the database through an ODBC interface.
- ii. The information is converted into SMS and stored in SQL Server or MS Access Database or Oracle DB for future usage. A rule engine application runs on specific time to complete the task.
- iii. The SQL/Access/Excel/Oracle database is periodically checked (e.g. every 1 or 2 minutes or less) for outbox messages. New messages are sent automatically.
- iv. The platform can also be configured to send event based messages.
- v. Service provider to use standard HTTP port for sending SMS. For high security service provider must also supports SSL layer for transferring information.

2. For SMS Pull Push

- i. Incoming SMS can be sent by mobile phones on a virtual numbers provided by service provider
- ii. Virtual numbers could be SHORT CODE (5 Digit number) or LONG CODE (10 Digit Virtual GSM Number).
- iii. AICTE can retrieve messages on virtual numbers as follows.
- iv. The 10 or 5 Digit Virtual Mobile Number of AICTE is mapped to the service provider's Server and all the incoming messages are downloaded on the server after sender's identity is authenticated through various parameters like Mobile Number of the sender, Employee Code etc. Once the message is downloaded on the server, it sends the message to SMS application installed at AICTE Server. The whole message is, then downloaded on the application and the application fetches the required information from the server and sends it back to the Mobile Phone of the sender.

3. Other desired features:

- i. Send SMS to any SMS capable mobile phone on supporting networks
- ii. Customize address book by adding important contacts and saving recently used numbers
- iii. Utilize existing Contact stores of Outlook, Outlook Express, or any other ODBC data source
- iv. Send one SMS to multiple mobile numbers or address-book contacts
- v. Get delivery or failure reports for each message
- vi. Create, Edit, Reply, Forward, Export, Delete or Send SMS messages
- vii. Use familiar MS outlook like user interface. Should have Outbox and Sent Items folders
- viii. All the possible exceptions have to be handled
- ix. Send SMS messages to user-defined groups of individuals

D) INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In this RFP, the following terms shall be interpreted as indicated below:

- i. “Vendor or Contractor or Service Provider” shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- ii. “Contract” means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- iii. “Bidder” means any firm having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word “Bidder” when used in the pre award period shall be synonymous with “Vendor” which shall be used after award of the contract.
- iv. “The Contract Price” means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- v. “The Goods” means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- vi. “Services” means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
- vii. “Day” means a working day.
- viii. “Tendering Authority” means The Member Secretary, AICTE, New Delhi.
- ix. “Council” means All India Council for Technical Education
- x. “AICTE” means All India Council for Technical Education

2. SPECIFICATIONS

The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.

3. OFFER VALIDITY PERIOD

Tender should remain valid for 90 days

4. COMPLETENESS OF TENDER OFFER

The Tenderer is expected to examine all instructions, forms, terms, conditions, and specifications in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

5. TWO BID SYSTEMS TENDER

- i. The offer shall be separate parts. One Envelop containing Technical offer in original, second envelope containing Duplicate Technical offer, third envelope containing Commercial offer. All these separate sealed envelopes containing the Technical offers, Commercial offer, separately should be enclosed together in a large envelop, sealed and superscripted with the Letter Reference Number, Name and address of the Tenderer.
- ii. All pages in technical and commercial bid shall be numbered, stamped with the official company seal and duly signed by the authorized signatory.
- iii. The bidders should use the formats prescribed by the Council for submitting both technical and commercial bids.
- iv. All inside envelops should be separately sealed and stamped. The sealed envelopes must be super-scribed with the following information:
 - a. Type of offer (Technical or Commercial):
 - b. Tender Reference Number:
 - c. Name and address of Tenderer:
 - d. Date of submission of Tender Offer and Time:

6. ENVELOP-I (TECHNICAL OFFER)

- i. The technical offer shall be submitted in Duplicate.
- ii. The technical bid should not contain any price information.
- iii. The Technical offer should be complete to indicate that all products and services asked for are quoted and should give all required information including technical brochure, manuals, technical specifications, data sheet of the quoted products in an organized and neat manner. No documents, brochures, leaflets, etc. should be submitted in loose form (submit hard copies).
- iv. The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level EXCEPT THE BANDWIDTH. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer.
- v. Any additional accessories, services for Hardware and Software which can be supplied should be included separately indicating their need/use. Those

additional accessories, services which are essential for basic functional use of the equipment in the overall system should be marked as essential and others as optional.

7. ENVELOP-II (COMMERCIAL OFFER)

- i. Commercial Offer as per **Price Schedule** shall be submitted.
- ii. It should give all relevant price information and should not contradict the Technical Offer in any manner.
- iii. The prices quoted in the commercial bid should be without any conditions.
- iv. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the tender either with the technical or commercial bids submitted.
- v. The price schedule must be filled in completely, without any error, erasures or alterations.
- vi. Tenderer should quote only all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty, taxes and duties etc except Octroi.
- vii. The commercial offer shall be on a fixed price basis, inclusive of all taxes, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- viii. Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc will be treated as being at variance and shall be liable for rejection.
- ix. The envelop consisting of Commercial Offer shall be marked as “Commercial Envelop”
- x. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in Indian Rupees, and must clearly state all applicable taxes which must be included in quoted price.
- xi. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal will be considered as valid ground for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.
- xii. Tenderer should indicate separately the cost of additional accessories, services of essential and optional nature.
- xiii. The commercial offer should include incidental charges and customization charges if any.

8. SUBMISSION OF TENDER OFFER

- i. Sealed tender offers shall be received by the “Member Secretary, AICTE, New Delhi” at the address specified above not later than the time and date specified in the invitation of Tender offer. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- ii. Tender Offer sent by fax or e-mail will not be considered for evaluation.

- iii. Tender Offer received late will be rejected and / or returned unopened to the Tenderer.

9. AWARD CRITERIA

Contract will be awarded to the Tenderer whose commercial offer has been determined to be lowest evaluated offer. Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, AICTE reserves the right to take appropriate decisions in such case and shall not be binding on the AICTE to award the contract.

10. RIGHT TO ALTER ITEMS

- i. The Purchaser reserves the right to delete items from the schedule of requirements specified in the tender. The Purchaser also reserves the right to alter the quantity.
- ii. The purchaser reserves the right to vary specifications.

11. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

- i. AICTE shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- ii. AICTE reserves the right to make any changes in the terms and conditions of the tender.
- iii. AICTE will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

12. CORRUPT AND FRAUDENT PRACTICES

The Purchaser will reject a proposal for award if it determines that Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

D) TERMS AND CONDITIONS OF CONTRACT

1. PAYMENT TERMS

- i. Payments will be made on quarterly basis against the Bills raised to the Competent Authorities only after the completion of each quarter, subject to satisfactory performance as per committed SLA. It is the responsibility of the supplier to provide reports of SMS usage and traffic to demonstrate that the SLA is being met.
- ii. In case there is price reduction in service components during the contract period then the vendor (ISP) will pass on all such benefits to AICTE without claiming by the Council.

2. TIME FRAME

- i. The bids are to be submitted as per the schedule published in this document
- ii. Project is to be completed within 07 days after the LOI has been issued, in all respects i.e. deliveries and all kind of installations, testing and commissioning.

3. EXECUTION OF SLA / NDA

The vender should execute:

- i. A Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as maybe prescribed by the Council and
- ii. Non-disclosure Agreement. The vendor should execute the SLA and NDA within 15 days from the date of acceptance of Letter of Intent.

4. CANCELLATION OF CONTRACT AND COPMENSATION

The Council reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Council on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Council reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Council may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- v. The Council reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

5. ASSIGNMENT

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Council.

6. APPLICABLE LAW AND JURIDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

7. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Council until execution of a contractual agreement.

8. DISQUALIFICATION

Any non confirmation to above tender details can be treated disqualification. Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

E) SCOPE OF WORK

1. The detailed Scope of Work involves:

To provide the following bulk SMSs on behalf of AICTE on annual basis:

- Transactional: 5,00,000 (approximately)
- Promotional : 5,00,000 (approximately)

2. User Management and MIS

- i. Service provider to own server that will be given access to the contact person appointed by AICTE. The authorised person will have control over all SMS traffic in terms of creating, editing and controlling the user accounts besides budgeting and allocating SMS credits.
- ii. The authorised person will be able to view log of all messages that pass through the server.
- iii. The MIS will have the following features:
View the message text, time stamp, 'from' alphanumeric field and 'destination' number for any specific User id or time duration. All MIS reports can be downloaded in .CSV format that can be read in MS Excel.

3. Quality of Service

Service provider will ensure a high quality of service. Servers deployed should have in-built redundancy and failover mechanism. The service provider should have operational connectivity agreements with mobile operators globally.

4. Documentation

Service provider will provide AICTE with documentation in the form of User Manual and Installation Guide that will help install the software in local desktops and use the same with ease.

5. Confidentiality

Service Provider will undertake that it shall not disclose, divulge or reveal any information, including the mobile number and the text of SMS sent, that it may have gained or otherwise acquired from AICTE by virtue of or as a result of the implementation of the aforementioned SMS services and shall ensure that the same is kept secret and confidential at all times.

6. Technical Support

Service provider would provide technical support on all working days over the phone and email. For the same, AICTE would be provided with a contact number and a contact mail id at which the contact person can get in touch in case of any problems with regard to the service of sending/receiving SMS.

7. Unsolicited Messages or Spam

AICTE acknowledges that service provider has no control on the contents of the SMS sent. The service provider shall forward all SMS in the same form as is received by it from AICTE. Further, AICTE takes responsibility for content of all SMS sent and shall not send any unlawful or unsolicited SMS contents from any of the user accounts. All SMS by AICTE shall be sent after taking permission from the intended recipient.

However, the service provider on its part will ensure that all requisite certifications and processes are in place which ensures that data integrity is maintained at all the times at its premises. In case of any breach, the Service Provider will intimate AICTE of such a breach along with the actions taken and extent of data compromised.

RFP for Bulk SMS

ANNEXURE-A
PRICE SCHEDULE (PS)
Tender Reference:
Last date and time for submission of Tender :
The Member Secretary,
AICTE,
7 th Floor, Chandralok Building,
Janpath, New Delhi
110001.
<i>SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 1:1 DEDICATED UNSHARED INTERNET LEASED BANDWIDTH REQUIREMENTS, AT AICTE, MAYUR BHAWAN AS SPECIFIED IN THE SCHEDULES</i>
That we are sole owner/authorized agents/ of
That we/the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of AICTE
We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template).
We do hereby undertake, that,
In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services.
The prices quoted are inclusive of all charges inclusive of traveling, hardware/software/ manpower etc. for providing the desired services.
We agree to abide by our offer a period of 90 days from the date fixed for opening of the tenders and what we shall remain bound by a communication within that time.
We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and condition.
We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

PRICE SCHEDULE

Competent Authority: Member Secretary, AICTE, New Delhi		
Bulk Short Message Service		
Component wise Price Quoted (in Rs.) per SMS		
<i>S.NO</i>	<i>Item</i>	<i>Order placed for 1 yr (12 months)</i>
1.	<i>One time cost of software</i>	<i>Rs. In Figures In Words</i>
2.	<i>Monthly Charges(installation, Maintenance & Support)</i>	<i>Rs. In Figures In Words</i>
3	<i>Charges per SMS</i>	
3a.	<i>Bulk SMSs Transactional Rate per SMS (inclusive of all taxes and levies)</i>	<i>Rs. In Figures In Words</i>
3b.	<i>Bulk SMSs Promotional Rate Per SMS (inclusive of all taxes and levies)</i>	<i>Rs. In Figures In Words</i>
4.	<i>Taxes</i>	
5.	<i>Payment Terms</i>	

1. All the costs should be quoted in Indian Rupees and should be fixed on lump-sum basis, no escalation of cost will be allowed under any circumstances.
2. AICTE shall not pay separately any specific statutory taxes / service charges to any authority.
3. No hidden charges will be allowed.
4. Bills should be raised in the name and will be paid by the respective Competent Authority, as specified in the tender.
5. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Delhi or any other city in India.

RFP for Bulk SMS

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation of the project at site.

Dated:

Signature:

Name of Agency:

RFP for Bulk SMS

ANNEXURE-B	
SELF-DECLARATION (NOTARIZED AFFIDAVIT)	
Ref.....	Date: -
To,	
The Member Secretary,	
AICTE,	
7 th Floor, Chandralok Building,	
Janpath, New Delhi	
110001.	
In response to the tender No.....Dated..... as a owner/partner / Director of I / We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time.	
I/ We M/s _____ (Name of the Company) are not blacklisted in any Department of Government of India or any State Government	
I/We further undertake that our partner M/s _____ (Name of Vendor) having office are also not blacklisted in any Department of Government of India or any State Government	
I/We hereby declare that there are no pending cases against M/s _____ (Name & Address of Bidder) with Department of Government of India or any State Government or any other court of law	
I/We hereby declare that Bidder's company or Director/Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean(Economical & Criminal) as on 1 st Dec, 2013	
Name of the Bidder: -	
Signature: -	
Seal of the Organization: -	

RFP for Bulk SMS

ANNEXURE-C				
DETAILS OF BIDDER				
Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.				
General Profile of the Company/Firm:-				
	Name and Address of the Company / Firm With Telephone Nos., Fax, E-mail and Website			
	Date of Incorporation			
	Offices situated at different locations			
	Infrastructure facilities			
	Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)			
	Executive Profile			
	Service Tax Registration Number			
	VAT Registration Number			
	PAN No.			
	Premises / space available in square feet			
Awards for products/Services, if any:				
S.N.	Name of the Award	Awarded By	Year of getting Award	Field of Award
Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:				
Telephone: Office -		Residence –		
Mobile -		Fax No.:		E-mail:

RFP for Bulk SMS

Place:	Signature:
Date:	Name:
Company Seal	
Note:	
1. In-adequate information could lead to disqualification of the bid.	
2. All items should be supported by proper documents.	