# Request for Proposal

## *SMS SERVICE*

**Office of the Accountant General (A&E), Chennai, Tamil Nadu**

**Indian Audit & Accounts Department**

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# Request For Proposal

# SMS SERVICE

## 1. Background to the Request for Proposal (RFP)

This office maintains a website and IVRS through which relevant information is being provided to the Pensioners and GPF Subscribers of the State Government regarding their Pension/GPF application and account status. In addition to the above mentioned services, this office intends to provide SMS based service to the pensioners/subscribers to help them to know their Pension/GPF application status on their mobile phones whenever it is being queried **(Incoming)**. The service should be made accessible through all the mobile networks. Moreover, as soon as the Pension/GPF applications are received by this office, an intimation will be forwarded to all the applicants in the form of bulk SMS **(Outgoing)** on regular intervals.

The objectives of the office on SMS solution to retired/to be retired officials of the State Government for the purpose of authorization of Pension, DCRG etc and the balance available in their GPF Account are as follows:

a. To send 2 SMS messages, once when the application is received and once when the authorization is issued
b. to enable the applicants to know the current status of their application based on their queries

In addition to the above, it is proposed to forward official communications through SMS to staff of this office also. The SMS solution should consist a MIS containing information about the type of messages received and sent along with the necessary logs for incoming and outgoing messages.

## 2. Vision

The information presently provided to the Pensioners and Subscribers regarding their Pension/GPF application and account status through IVRS and Website should be made available through SMS also.

## 3. Existing Infrastructure

A Rack Server with Small Business Server or Windows 2003 Server OS along with SQL database will be provided by this office

## 4. SCOPE

EXPANSION: In future other SQL based information should be accessible. A separate rate per query may also be submitted along with the commercial Bid.

## 5. Requirements

### *5.1 SMS Solution*

The vendor should provide necessary software/hardware solution required for the SMS. The database should be MS SQL. The software should consist of necessary reports on MIS.

### *5.2 Bank Guarantee*

The selected vendor shall give a Bank Guarantee for 10% of the total ordered value from a Nationalised / Scheduled Bank at Chennai prior to commencement of this project. The Bank Guarantee shall be valid for the entire period of warranty (as mentioned in Clause 4.3) plus one month

### *5.3 Warranty & Annual Maintenance Contract*

The selected vendor will warrant that the materials and systems supplied to this office shall have no defects arising from design or workmanship or any act or omission. The warranty for the necessary components shall remain valid for a period of three (3) years from the date of acceptance of the SMS solution. On-site support for the entire warranty period is to be provided by the vendor. Annual Maintenance Contract @ 6% of

the hardware/software value after the Warranty period as mentioned above shall be entered into, if necessary.

## 6. Deliverables

a) A proper documentation in setting up of the SMS solution should be provided to this office along with source code of the software.
b) Supply the required materials in the specified time
c) Installation, Testing of the SMS solution
d) Integration if required with other Server

## 7. Liquidated Damages (LD)

Timely completion of work is the essence of the Contract. In the event of the selected vendor's failure to complete the work within the stipulated Implementation Schedule, Liquidated Damages are payable by him at the rate of 1 ½% (one and one half percent) per week subject to a maximum of FIVE weeks and thereafter the Purchaser holds the option for cancellation of the order for pending supply and procure the same from any other vendor and invoke the Bank Guarantee (as mentioned in Clause 4.2) of the vendor

## 8. Contract Performance Guarantee

The Bank Guarantee as mentioned in Clause 4.2 shall be invoked, if the tenderer is not able to supply and install the ordered items completely within the specified period and implement the SMS solution to the complete satisfaction of this office.

## 9. Proposal Response format

The proposal must be submitted in the following fashion, and in the format prescribed. Proposals should be addressed to

**The Deputy Accountant General(Admn.)**
**O/o. the Accountant General(A&E),**
**361, Anna Salai,**
**Teynampet, Chennai- 600 018**

by Designation and should be sent only in sealed covers either by Registered post with Acknowledgment due or in person. Proposals received in ordinary covers

without seal will not be considered. Soft copies of the bids in their respective envelopes should also to be provided. If the proposal is not submitted in the required format, the proposal is liable to be rejected. The proposal shall be submitted in a single cover at the same time, after placing the three (3) separate individual covers, clearly marked as Technical Proposal, Commercial Proposal and Earnest Money Deposit (EMD).

The proposals are to be prepared with care and attention and signed on each page by the person authorized by the vendor. Manuals and other reference documentation may be bound separately. All responses, as well as any reference materials presented must be written in English.

Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.

## *9.1 Technical Proposal*

Proper technical proposal of hardware/software required for the SMS solution should be submitted. A soft copy of the technical proposal is also to be enclosed.

## *9.2 Commercial Proposal*

The Bidder shall submit the Commercial (Cost) Proposal in a sealed envelope marked “Confidential Cost Proposal”. A soft copy of the Cost proposal should also be enclosed. The Cost Proposal shall be opened only after the mandatory qualifying requirement referred above is found to be met by the bidder. The commercial bid will have two components

a) Hardware other than the Server and
b) The software required for the solution

The price should be inclusive of all taxes, duties, transportation and other charges, if any.

## *9.3 Earnest Money Deposit (EMD)*

The Bidder will have to furnish a Bank draft of Rs.5,000 on account of earnest money deposit in a separate envelope which will be valid for a period of two months. The draft will be drawn in favour of Sr.Accounts Officer/Claims, Office of the

Accountant General (A&E), Chennai, Tamil Nadu. The Earnest Money Deposit of the unsuccessful Tenderers will be returned after the acceptance of the successful tender, at the expense of the Tenderers within a reasonable time consistent with the rules and regulations in this behalf. The above Earnest Money Deposit amount held by the Department till it is returned to the Tenderers will not earn any interest thereof. Earnest Money Deposit of the successful Tenderers will be returned only after the successful completion of the project.

# 10. Method of Evaluation and Award

## *10.1 Evaluation Criteria*

An Evaluation Committee comprising of representatives of the Indian Audit and Accounts Department (IAAD) will review the proposals. The criteria listed below will be used to evaluate proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

a) Soundness of the design including provision of optimal redundancy
b) Provision for modular implementation and future scalability
c) The quality of equipments proposed to be used

The Commercial Bid of only those vendors who qualify in their Technical Bid evaluation would be considered.

## *10.2 Negotiations*

No further negotiations will be held on the Commercial terms quoted by the Bidders. However, customer reserves the right to negotiate with L1 on Technical and Commercial quotes/terms.

# 11. Implementation Schedule

a) The proposals in response to this RFP should reach this office by 3.00PM on or before 28th October 2009 (on working days only)
b) Any clarification regarding this project may be sorted out on or before 27th October 2009 in this office.

c) The SMS solution should be implemented in this office and made functional to the complete satisfaction of this office not later than one to two weeks from the date of supply order.

## 12. Payment Terms

The standard payment terms subject to recoveries, if any by way of the liquidated damages as applicable or other recoveries under the contract conditions, shall apply. 70% of payment of agreed price/cost shall be made against delivery and physical inspection of the supply of the quantity required for the project and submission of the Original/ Copy of delivery challan duly signed by the purchaser on legally valid bills. Invoice should be submitted in triplicate. Balance 30% payment shall be made after successful commissioning and training to the nominated user persons. Installation and testing report should be submitted to process the balance 30% payment. Charges in the bills shall always be entered at the agreed price/cost/rates.

## 13. Miscellaneous

The department reserves the right to reject any tender without disclosing any reasons.

The terms and conditions will broadly be in conformity with this Request for Proposal. The selected vendor shall entirely be responsible for all Taxes and Duties incurred for the performance of his obligation or for receipt of the consideration on any manner whatsoever.

*Annexure-1: Technical Bid Format*

**Name of the Bidding Organization_____**

1. **Vendor Organization**
   Describe your organization, its structure, and explain how your organization qualifies to be responsive to the requirements of this RFP. Provide relevant information on:
   - **a.** Company size (Turnover with breakups of revenues) for the last 5 years.
   - **b.** Distribution system including Number and Location of Branch offices if any.
   - **c.** Number of employees engaged in development/support related activities.
   - **d.** Technical licenses or certificates (ISO, etc.) relative to this project.

2. **Vendor Qualifications and Experience:**
   - **a.** Describe your (or your company's staff) qualifications and experience providing similar services or goods as required in this RFP.
   - **b.** Provide Curriculum Vitae of key professional's likely to be deployed for this project (viz., Project Manager, Project Leader, Team members etc.) , highlighting their experience and educational background, including certifications.

3. **Client References**

Provide three (3) trade references including names of persons who may be contacted, position of person, addresses, and phone numbers where similar products or services similar in scope to the requirements of this RFP have been provided.

4. **Proposed Solution Technical Brief**

Based on the information provided in the RFP, provide a write-up on the proposed design for this project as conceptualized by you, giving emphasis on:

a. Suggested design, with reasons and perceived benefits
b. Use of the existing infrastructure
c. Technical specifications of the components proposed to be used

*Annexure-2: Commercial Bid Format*

**Name of the Bidding Organization_____**

**Cost of implementing the SMS solution**

| **Component** | **No. of Units** | **Rate per Unit Rs.** | **Cost in Rs Lakhs** |
|---|---|---|---|
| **Details of Hardware supplied by the vendor** | | | |
| Details of Hardware to be purchased by this office (if any) | | | |
| Details of Software to be supplied along with the source code | | | |
| Access to other SQL Databases Rate per query (if any) | | | |
| Recurring Costs if any for this SMS Solution | | | |
| Other items (please specify) | | | |
| **Total** | | | |

***Note 1****: The cost would be inclusive of all taxes and other charges and valid for a period of one year.*
***Note 2:*** *Any other item please specify.*
*The commercial bid should contain all hardware (except the Server) and software components required for the entire project. The other items should include all other components that will be required for the project. Claim of the vendor for any other items not covered in the Commercial bid will not entertained by this office.*

***Note-3:*** *The above cost is inclusive of Project Management,Certification,testing, documentation, and other charges if any.*

***Note-4:*** *The specifications mentioned are only minimum and desirable.*

***Note-5:*** *Unit cost of components should be provided*

*Annexure-3: Other Terms and Conditions*

1. Delivery and Installation:- The vendor shall, as may be required by the purchaser, deliver and install at this office in Chennai within the time schedule. The delivery will not be complete until and unless the ordered components are inspected and accepted by the Purchaser as provided in the order. The quantities of the components along with their part numbers shall be mentioned at the time of delivery and with the invoice as by the purchaser. The same shall be delivered and installed but not later than one to two weeks from the date of supply order.

2. Inspection :- The items must be supplied in full as per ordered configuration for acceptance. No item with short supply or defective will be accepted under any circumstances. The acceptance tests may include the running of the evaluation test on supply. The items must give same performance results as certified by the vendor during their initial offer. The delivered items should also conform and contain the same subsystem (brand/manufacturer/specification) as are given in the bid offer. Inspection shall be done at the site of delivery to the satisfaction of the concerned office. Failure to fulfil any of the above mentioned conditions will entail cancellation of the purchase order in addition to invoking of the Bank Guarantee.

3. Consequence of rejections:- If the stores being rejected by the purchaser at the destination, and the vendor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-

a) require the vendor to replace the rejected stores at their own cost forthwith but in any event not later than a period of 21 days from the date of rejection and the vendor shall bear all cost of such replacement including freight, if any, on such replacement and replaced stores and shall not be entitled to any extra payment on that or any other account; or

b) purchase or authorise the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not readily available, in the opinion of the purchaser, which shall be final)

without notice to the vendor at his risk and cost and without affecting the vendor's liability as regards the supply of any further installment due under the contract; or

c) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not readily available, in the opinion of the Purchaser, which shall be final) at the risk and cost of the vendor.

4. Freight and Government levies:- The final agreed prices is inclusive of all Taxes, Packing and Forwarding, Freight, Transit Insurance and Installation charges. Octroi and Entry Tax, wherever applicable, shall be paid extra on actuals, on submission of Original Octroi/Entry Tax receipts. All other charges, duties and other outgoings, whatsoever of every description shall be paid by the vendor. Form `D' for exemption/concessional rate of sales tax as may be applicable, will be furnished by the Purchaser on receipt of invoice.

5. Collection of Form, etc.:- Responsibility for collections of forms for road permit/octroi/tax clearance etc. shall be with the vendors.

6. Safety Measures:- The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agents, sub-vendors or workmen) working in the office while executing the work. The vendor shall ensure that unauthorised, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment does not occur. The vendor shall assume all liability for and give to the Purchaser the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time. The vendor shall assume all liability for and give to the purchaser a complete indemnity against all suits or actions arising out of or in connection with the carrying the works, whether such actions are brought by the members of public or neighbours or persons employed on the

works. The vendor in carrying out the works shall conform to the statutory and other legal requirements.

7. Trade Practice:-

(i) In the event, the vendor's company or concerned division of the company is taken over/bought over by another company or operated through a partner, all the obligations under the agreement with the Purchaser shall be passed on to the new company/division/partner for compliance by the new company on the negotiations.

(ii) The vendor will automatically agree honouring all aspects of fair trade practices in executing the purchase orders placed by the Purchaser.

(iii) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed with respect to the original product shall be passed on to the Purchaser and the obligations of the vendor towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed. During the period of contract including the extended period, if any, if the vendor sells any system or sub-system of the same or equivalent configuration to any other Department/Organisation in India at a price lower than the price fixed for the Purchaser, the vendor shall automatically pass on the benefits to the Purchaser.

(iv) In case the Purchaser sees that the market rates have come down from the time when rates were finalised in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Purchaser, may ask the technically short-listed vendors to re-quote the prices and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 months except in case of the Union Government budget.

8. Training:- During commissioning and demonstration, the vendor shall be required to impart one day training to a group of about 10 (Ten) persons of the Purchaser's office at the site of installation.

9. Sub-Contracts: The vendor/supplier shall not assign or sub-let any portion of the contract without the written approval of the purchaser.

10. Jurisdiction of courts in case of dispute: - These terms and conditions/contract are governed by laws of India for the time being in force. Courts of Chennai shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions.

11. Action where no specification:- In the case of any class of specifications or class of work of which there is no mention in the specifications or in these terms and conditions, such work /specifications shall be carried out in accordance with the instructions and requirement of Purchaser.

12. Rights on breach of contract:- In any case in which under clause or clauses of these conditions, the vendor/supplier shall forego the whole of the Earnest Money Deposit, the purchaser shall have power to adopt any of the following courses as he may deem best suited to the interest of the Department/Government:

a) To rescind the contract (of which rescission notice in writing to the vendor) and in which case the Earnest Money Deposit/Bank Guarantee of the vendor/supplier shall together with such sums/or sums due to him under this contract shall stand forfeited and be absolutely at the disposal of the purchaser.

b) Determine the contract and call in another supplier/vendor. The vendor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any machines/material /equipment or entered into any agreements or made any advances on account of or with a view of supply of machines/equipment to the purchaser. And in the case the contract shall be rescinded under the provisions aforesaid, the vendor/supplier shall not be entitled to recover or to be paid any sum of any machine/work thereof actually performed under this contract.

13. Arbitration:- In the event of any dispute or differences between the parties whether during the execution of orders or thereafter whether by breach or in any manner in regard to:

a) the construction of the terms and conditions

b) the respective rights and liabilities of the parties hereto thereunder

c) any matter or thing arising out or in relation to or in connection with these terms and conditions:

then either party shall give written notice to the other of the same, and such dispute or differences shall be referred for the arbitration of any persons appointed with mutual consent of the Accountant General(A&E), TN and the vendor. The decision of such Arbitrator shall be conclusive and binding on the parties hereto. There shall be no objection to any such appointment that the person appointed is a Govt. servant. The provisions of the Arbitration and Conciliation Act, 1996 and rules thereunder shall apply to the arbitration proceedings.