

Tender Notification No.ATM-II/OPRS/SMS(1)/2019



APSRTC

**TENDER FOR IMPLEMENTATION OF SMS GATEWAY
SERVICES FOR INTEGRATION WITH DIFFERENT
ONLINE PROJECTS IN APSRTC
FOR THREE YEARS THROUGH E-TENDERS WITH
REVERSE AUCTION**

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CHIEF ENGINEER (IT)

e- TENDER DETAILS

1.	Department Name	ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION
2.	Circle/Division	Office of the VC & MD, IT Department, RTC house, PNBS, Vijayawada
3.	Tender Number	ATM-II/OPRS/SMS(1)/2019.
4.	Tender Subject	<i>IMPLEMENTATION OF SMS GATEWAY SERVICES FOR INTEGRATION WITH DIFFERENT ONLINE PROJECTS IN APSRTC</i>
5.	Period Of Contract	Three years
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	EMD	EMD of Rs.3,00,000/- (Rupees Three Lakhs).
9	S.D.	The successful Tenderer should pay Rs.8 lakhs towards security deposit and EMD of successful bidder will be converted as SD. The balance amount should be paid to APSRTC in the form of Bank Guarantee. Bank Guarantee can be submitted in the prescribed proforma as performance guarantee. Successful bidder at his own expense submit a Performance Bank Guarantee within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the Agreement whichever is earlier, it shall be an unconditional and irrevocable Performance Bank Guarantee (PBG) valid for a period of 42-months and shall be taken from a Nationalized/Scheduled Bank acceptable to APSRTC, payable on demand, for the due performance and fulfillment of the contract by the successful bidder
11	Contact Person Phone Nos. regarding MSTC e-portal	Rama ph. 9989719979 mail id : krama@mstcindia.co.in Assistant Manager-Vijayawada https://www.mstcecommerce.com
13	Officer Inviting Bids	Chief Engineer (IT), APSRTC

14	Contact Person	Chief Engineer (IT), APSRTC
15	Address/ e-mail id	CE(IT)IT Department, RTC House, PNBS, Vijayawada, cossmmit@gmail.com amtoprs@gmail.com oprshoap@gmail.com cveswararao@gmail.com
16	Contact Details: Telephone	CE(IT) - 9100942587 Dy.CE(IT) - 9959224490
17	Procedure to Offer Submission	<p>1. Eligibility</p> <p>For participating in the e-tender the intending bidder shall</p> <ul style="list-style-type: none"> ➤ Obtain GST number ➤ Register themselves as "Successful bidders for APSRTC on the MSTC portal" duly obtaining username and password at www.mstcecommerce.com select e-procurement > Govt-PSU's > Page no#3(APSRTC SYMBOL) or got to the link >(https://www.mstcecommerce.com/eprochome(apsrtc(buyer login.jsp))) ➤ Further please download the Successful bidder guide from www.mstcecommerce.com/eprochome(apsrtc(buyer login.jsp)) for the detailed guidelines to be followed in the e-bidding, also refer to the java download and FAQs tabs for further guidance. Please use Microsoft internet explorer for bidding. ➤ At the time of registration, no payment is required. ➤ Details of personal information required for registration include, PAN number, mobile number, e mail, address, bank account details with IFSC code. ➤ For participation in e tender, the Bidder shall possess "class III digital signature with signing". ➤ Employees of APSRTC and their family members as defined in APSRTC Employees(Conduct)Regulations, 1963 are not eligible to participate in the e-tenders. ➤ Minors under the age of 18 years shall not participate in the e tenders. ➤ No preference will be given to existing bidder. ➤ Corporation Committee's decision is final in Selection of the Bidder. <p>2. BIDS</p> <p>Total SMSs sent for year 2018-19 (April-18 to March-19) month wise were furnished at Annexure-1. For reference the actual figures taken may vary with the estimated figures. The Bidder has to satisfy himself regarding Actual figures, and other terms and conditions before participating in the e-tender. No representation in this regard will be entertained at any later date.</p>

The RFP(Request for Proposal) has to be downloaded from APSRTC website http://apsrtc/ap.gov.in/T_Advertisements.aspx

3. Criteria for allotment of bid

- The Bidder shall log in at the APSRTC page on MSTC ecommerce site with his/her user id and password and digital signature and quote his/her "bid" in "Rupees" per 100 SMSs excluding applicable taxes. The selection of the bidder for allotment of contract will be purely on the basis of rate per SMS rounded off to the nearest 2nd decimal offered by the Bidder through process of e-bid followed by reverse auction, on MSTC e-commerce portal.

4. Payment of Entry Fee and Caution deposit

- For submission of bid the bidder has to remit a nonrefundable administrative entry fee to APSRTC at the rate of Rs 15,000 + 18% GST (Rupees Fifteen thousand only plus GST @ 18%) i.e. 17,700/- (seventeen thousand seven hundred only) in advance as Administrative charges through RTGS.
- The Bidder shall also arrange to remit an amount of Rs.3,00,000/- (Rupees two lakhs only) to APSRTC as refundable EMD (Earnest Money Deposit) in advance.
- The Administrative charges (Entry fee) and EMD (caution deposit) shall be paid into the current account Number of FA&CAO of APSRTC through NEFT / RTGS only at least 24 hrs. in advance of bid.

Name	Current account number	IFSC code	Name of the bank
FA & CAO APSRTC	62472413226	SBIN0020169	State Bank of India

- The details with UTR number shall be mailed to oprshoap@gmail.com

Name	Mobile	Mail-id	Administrative Entry fee paid Rs.	EMD amount Paid Rs.	Bank IFSC	UTR Number

- During the bid process, the bidder will be required to pay user charges to the MSTC at the rate of 0.03% of bid value plus 18% GST or Rs 10,000/- plus 18%

		<p>GST whichever is less.</p> <p>➤</p> <p>5. Allotment</p> <p>➤ The successful bidder shall be decided based on the lowest bid criteria of rate of SMS after completing the reverse auction.</p> <p>➤ However, the corporation reserves the right to reject any bid or cancel the tender at any time without assigning any reason at any stage of the tendering process.</p> <p>➤ The successful bidder will have to enter into an agreement within 15 days from the date of receipt of Letter of Intent, duly submitting Bank Guarantee for the prescribed amount, towards Security Deposit.</p>
18	General Terms & Conditions	As per Tender Document

CHIEF ENGINEER(IT)

HOW TO APPLY

Click at ([https://www.mstcecommerce.com/eprochome\(apsrtc\(buyer_login.jsp\)\)](https://www.mstcecommerce.com/eprochome(apsrtc(buyer_login.jsp)))) to download e-procurement notification and Tender document, further please download the Successful bidder guide from [www.mstcecommerce.com/eprochome\(apsrtc\(buyer_login.jsp\)\)](http://www.mstcecommerce.com/eprochome(apsrtc(buyer_login.jsp))) for the detailed guidelines to be followed in the e-bidding, also refer to the java download and FAQs tabs for further guidance. Please use Microsoft internet explorer 7 & above for bidding.

- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

For any help or technical support on MSTC portal, Bidders may contact over phone or their helpdesk at:

MSTC LIMITED #
D. No. 7-130, 1st Floor,
BSNL Telephone Exchange Building,
Poranki Vijayawada - 521 137
e-mail id : gnjayakumar@mstcindia.co.in
Ph No. 0866-2581331

e-mail id : krama@mstcindia.co.in Ph. 9989719979

GSTN No: 37AAGFA3527J2ZF (APSRTC)
GSTN No: 37AACCM0021E1Z6 (MSTC)

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ABOUT APSRTC

Public Transport is one of the most common modes of transport especially in a developing country like India. APSRTC (for Andhra Pradesh State) is currently operating services in Andhra Pradesh and Telangana States, and in the neighboring States.

Some of the key factors (as on 28.02.2019) about APSRTC (for Andhra Pradesh State) are:

➤ Number of Vehicles	11,926
➤ Average Daily Earnings	Rs. 13.33 Crores
➤ Avg. Daily Volume of Operation	43.22 Lakhs KMs
➤ No. of passengers	71.93 lakh daily
➤ Zones	4
➤ Regions	12
➤ Depots	128
➤ Zonal Workshops	4
➤ Man power	53,372

Andhra Pradesh State Road Transport Corporation is organized into 4 Zones, 12 Regions and 128 Depots, with 4 Zonal Workshops. It has man power strength of about 53,372 employees.

Various branded services offered by APSRTC include: -

- Regular Services operated daily with various levels of comfort, such as Night Rider, Vennela, Vennela economy, Amaravathi, Garuda Plus, Garuda, Indra, Metro luxury A/c, Super Luxury A/c, Super Luxury, Ultra Deluxe, Express, Telugu velugu, City Metro Express, City Ordinary.
- Contract Carriage Services, Advance Reservation Services; Concessional Travel Schemes such as Vihari Card, Silver Card and etc.

APSRTC is the first State Transport Undertaking to have introduced Night Out Services, Ultra-Deluxe Services, and One Man Services etc., and holds the record of getting Petroleum Conservation Research Association of India (PCRA) Trophy continuously for the past 25 years.

1.1. THE TRAIL BLAZER ON THE ROAD

Andhra Pradesh State Road Transport Corporation has been leading by example. It has a number of firsts to its credit in India:

- First to nationalize Commuter Road Transport services in the country, in 1932.
- First to introduce long distance Night Express services.
- First to introduce A/c sleeper coach, Hi-Tech, Metro Liner, Metro Express and Inter-City services.

- First to introduce Depot computerization - in the year 1986.
- First to appoint Safety Inspectors for improving the safety of the commuters.
- All the Depots in the State are computerized.
- First to introduce Central Complaint Centre among STUs.
- First to implement tracking of services for all types.
- First to implement centralized bus pass issue system.

As part of its philosophy to provide various facilities and schemes to benefit traveling public, APSRTC has introduced Online Passenger Reservation System.

The actual figures, for the year 2018-19(April-18 to March-19), is furnished in *Annexure - '1'*.

2. Projects in APSRTC

1. OPRS (Online passenger reservation System):SMS required for

- Ticket booking
- Ticket cancellation
- Waybill generation
- Delay SMS
- Transfer seats alerts
- Other MIS related alerts

APSRTC entrusted the software contract for OPRS Project to M/s Abhibus Pvt Ltd

2. PAAS (Pass Automation and Accountal System): SMS required for

- Pass renewal reminders
- Daily earnings and counters status alerts
- Other MIS related alerts

APSRTC entrusted the software contract for PAAS Project to APCFSS

3. VT&PIS (Vehicle tracking and Passenger Information System): SMS required for

- Passenger requirements
- Other MIS related alerts

APSRTC entrusted the software contract for PAAS Project to M/s Dreamstep

4. Future Projects: A. Commercial Dash Board B. Any other projects will also be added as per requirements.

3. DEFINITIONS USED IN THIS DOCUMENT

- **Bus Depot:** Buses are attached to Bus Depots. Depots maintain and operate the buses.
- **Bus Station:** A Bus station is attached to a Bus Depot. Each Bus Depot can have many Bus Stations attached to it. Buses operate between Bus stations. All types of bus pass Booking is done here.
- **Service:** A service is any bus operating between two places at a particular time on a Route of a particular Bus Type.
- **Bus Type:** Night Rider, Vennela, Vennela economy, Amaravathi, Garuda Plus, Garuda, Indra, Metro luxury A/c, Super Luxury A/c, Super Luxury, Ultra Deluxe, Express, Telugu velugu, City Metro Express, City Ordinary. etc.
- **“Confidential Information”** means all information including all Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).

4. TENDER CUM REVERSE AUCTION FOR IMPLEMENTATION OF SMS GATEWAY SERVICES FOR INTEGRATION WITH DEFERENT ONLINE PROJECTS IN APSRTC, ON TRANSACTION BASIS

- a) E-bids are invited from bidders for providing SMS gateway services for integration with different online projects in APSRTC on transaction basis, for a period of **three** years.
- b) The bidder has to quote the rate per 100 SMSs excluding **the applicable taxes**.
- c) The Bidder shall log on at the APSRTC page on MSTC ecommerce site with his/her user id and password and digital signature and quote his/her "bid" in "Rupees per 100 SMSs. The selection of the bidder for allotment of contract will be purely on the basis of lowest rate per 100 SMSs offered by the Bidder, through the process of e-bid followed by reverse auction on MSTC e-commerce portal.
- d) The L1 rate will be the lowest quoted net rate per 100 SMSs by the firms in the financial bid. Reverse auction will be conducted based on the L1 SMS rate quoted. The bidder has to reduce the SMS rate in multiples of **Rs.0.02** in the reverse auction.
- e) The process of comparison of the offers as received in the tender and the reverse auction will be done and the decision of the Corporation will be communicated to the successful bidder. The procedure to be followed for conducting reverse auction will be detailed in the pre-bid meeting.

The period of contract is three years from the date of commencement of the project, on the same rates. The date of commencement of the project will be decided/declared by the Chief Engineer(IT).

5. KEY EVENTS & DATES

Sl. No.	Event	Date	DAY
1	Uploading of tender Document	06-04-2019	SAT
2	Last date for receipt of queries	08-04-2019	MON
3	Pre-bid meeting	10-04-2019 11Hrs	WED
3	Issue of clarifications to prospective bidders	11-04-2019	THU
5	Start of Submission of e-Bids	13-03-2019 11Hrs	SAT
6	End of Submission of e-Bids	16-04-2019 14Hrs	TUE
7	Opening of technical-Bids	17-04-2019 10 AM	WED
8	Opening of Price e bids	22-04-2019 14hrs	MON
9	Start of reverse Bidding	23-04-2019 11AM	TUE
10	Close of Reverse Bidding	23-04-2019 16hrs	TUE

6. PRE-BID MEETING

APSRTC will conduct a pre-bid meeting to clarify the objectives/scope of the tender in APSRTC Mini Conference Hall, RTC house, Vijayawada at 11.00 hrs., on the date mentioned in “Key Events & dates” clause. Only two representatives from each firm/company/consortium will be allowed to participate in the pre-bid meeting.

All related queries should be sent through e-mail on or before last date for receipt of queries as indicated in “Key Events & dates” clause. The queries shall be sent to the mail ids oprshoap@gmail.com, amtoprs@gmail.com, cossmi@apsrtc.ap.gov.in.

Clarifications, if any, may be obtained from the Chief Engineer(IT), APSRTC, RTC house, Vijayawada.

7. ELIGIBILITY CRITERIA FOR BIDDERS

- a) The Bidder should be a Company registered under the Companies Act, 1956 since last Three years as on date of RFP. The Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted.

- b) The firm should have proper licensing/registration from appropriate Government authority for providing SMS gateway services and bulk SMS.
- c) The Average Turnover of the firm must exceed Rs.1 Crore in each of the three financial years 2015-18 in India. The bidder should submit IT statement and auditor reports or copies of orders in support of Turn over details.
- d) The bidder should have provided SMS gateway services to a minimum of three organizations of which at least one should be Government/ Government agency/ Bank / institution in India. The bidder should provide details of average volume of SMS traffic generated for last **six months**. (proforma for proof is given at **Annexure-4**)
- e) The bidder should have successfully executed at least two work orders each worth of **Rs.50 lakhs or above for providing SMS gateway services in last three years**.
- f) Successful bidder should have the connectivity of 3 Operators at lowest to maintain the redundancy for continuous connectivity.
- g) Successful bidder's application Servers should be hosted at least in TIER 3 or above data center to maintain the quality, reliability and ability for not having outage.
- h) Bidders who have been either blacklisted earlier by any Government organization or who failed to execute contracts entered with Government organization or had legal litigations will not be permitted for participating in the tenders. If any such case is noticed the tender submitted will be rejected.

8. Tender Procedure:

a) Eligibility

For participating in the e-tender the intending bidder shall

- Obtain GST number
- Register themselves as "Successful bidders for APSRTC on the MSTC portal" duly obtaining username and password at www.mstcecommerce.com
- Select e-procurement > Govt-PSU's > Page no#3(APSRTC SYMBOL) or got to the link > ([https://www.mstcecommerce.com/eprochome\(apsrtc\(buyer login.jsp\)\)](https://www.mstcecommerce.com/eprochome(apsrtc(buyer login.jsp))))
- further please download the Successful bidder guide from [www.mstcecommerce.com/eprochome\(apsrtc\(buyer login.jsp\)](http://www.mstcecommerce.com/eprochome(apsrtc(buyer login.jsp))) for the detailed guidelines to be followed in the e-bidding, also refer to the java download and FAQs tabs for further guidance. Please use Microsoft internet explorer for bidding.
- At the time of registration, no payment is required.
- Details of personal information required for registration include, PAN number, mobile number, e mail, address, bank account details with IFSC code.
- For participation in e tender, the Bidder shall possess "class III digital signature with signing".(please refer to the guidelines at www.mstcecommerce.com on MSTC platform for installing java and use only

- internet explorer browser for bidding.
- Employees of APSRTC and their family members as defined in APSRTC Employees(Conduct)Regulations, 1963 are not eligible to participate in the e-tenders.
- Minors under the age of 18 years shall not participate in the e tenders.
- No preference will be given to existing bidder.
- Corporation Committee's decision is final in Selection of the Bidder.

b) BID

Total SMS sent i.e. month wise details from April-18 to March-2019 were furnished at **Annexure-1**. The Bidder has to satisfy himself regarding Actual figures, and other terms and conditions before participating in the e-tender. No representation in this regard will be entertained at any later date. APSRTC will not give any guarantee for the minimum SMSs.

The RFP has to be downloaded from APSRTC website http://apsrtc/ap.gov.in/T_Advertisements.aspx

c) Criteria for allotment of the contract

- The Bidder shall log in at the APSRTC page on MSTC ecommerce site with his/her user id and password and digital signature and quote his/her "bid" in "Rupees" per 100 SMSs of his/her choice. The selection of the bidder for allotment of contract will be purely on the basis of Rupee per SMS offered by the Bidder through MSTC portal, through the process of e-bid followed by reverse auction (Procedure is explained at para no.4)

d) Payment of Entry Fee and Caution deposit

- For submission of bid the bidder has to remit a nonrefundable administrative entry fee to APSRTC at the rate of Rs 15,000 + 18% GST i.e. 17,700/- (seventeen thousand seven hundred only) only in advance.
- The Bidder shall also arrange to remit an amount of Rs.3,00,000/- (Rupees Three lakhs only) to APSRTC as caution deposit(EMD) (refundable) in advance.
- The entry fee and caution deposit shall be paid into the current account Number of FA&CAO of APSRTC through NEFT / RTGS only at least 24 hrs. in advance. The details of account

A/C Name	Current account number	IFSC code	Name of the bank
FA & CAO APSRTC	62472413226	SBIN0020169	State Bank of India

- The details with UTR number shall be mailed to oprshoap@gmail.com

Name	Mobile	Lot number/ numbers	Administrative Entry fee paid Rs.	Successful bidder bank account no	Caution deposit Paid Rs	Bank IFSC	UTR Number

- During the bid process, the bidder will be required to pay user charges to the MSTC at the rate of 0.03% of bid value plus 18% GST or Rs 10,000/- plus 18% GST whichever is less.

e) Allotment

- The successful bidder shall be decided based on the lowest bid criteria of SMS rate after completing the reverse auction. **However, the corporation reserves the right to reject any bid or cancel the tendering process without assigning any reason at any stage.**
- The successful bidder will have to enter into an agreement within 15 days from the date of receipt of Letter of Intent, duly submitting Bank Guarantee for the prescribed amount, towards Security Deposit. The EMD of unsuccessful bidder will be refunded after the bidding except for L2. EMD of the L2 will be refunded after the LOI acceptance by L1 bidder. The agreement period starts from 16th day from the date of receipt of letter of Intent irrespective of the actual date of entering in to agreement.

9. SECURITY DEPOSIT

The successful bidder should Deposit the amount of **Rs.8 lakhs** towards security deposit before entering into agreement. The Earnest Money Deposit of Rs. 3 lakhs paid by the successful bidder will be converted as Security Deposit. The balance Security Deposit, as indicated hereunder shall be furnished in the form of a Bank Guarantee in favor of Financial Adviser & Chief Accounts Officer, APSRTC, Vijayawada, before entering into an Agreement. The Bank Guarantee should be valid for a period of 42 (36+6) months from the date of commencement of Agreement period. Any delay in submission of Security Deposit and entering into Agreement would result in forfeiture of EMD.

The proforma of the Bank Guarantee should be as prescribed by APSRTC. The Security Deposit shall not carry any interest.

The security deposit will be refunded after 6 months of completion of the contract period and after adjusting the dues if any payable by the successful bidder. The security deposit will be forfeited for violation/breach of any terms and conditions of the agreement.

In case the contract is extended, the Bank Guarantee shall have to be extended for further period as desired by APSRTC. In general BG has to be valid for a period of six months over and above the agreement/contract period.

10. SCOPE OF WORK

The successful bidder shall carry out the works as given below

1. Bidder shall make web based application for mobile alerts, with APSRTC'S backend servers, as per the specifications and description provided in the statement of work in *Annexure - 2* hereto ("Statement of Work") and shall procure and provide all materials (including any hardware and software) in relation thereto.
2. Bidder shall provide ongoing service, technical support, software upgrades (as and when available) for the proper implementation and operation of the software content as further
3. Bidder has to provide service level support as mentioned at Annexure-3.
4. The messaging Platform must support transmission of messages to multiple users in multiple mobile networks.
5. The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information.
6. The messaging Platform must give commitment to service levels with guaranteed delivery times.
7. Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel.
8. The messaging Platform must offer following four categories of SMS services.
 - a. Broadcast: This category of service must allow to send informational messages to all the customers.
 - b. Schedule: This category of service must allow to send the message to its customers on a pre-defined schedule basis.
 - c. Events: This category of services must allow SMS to be automatically sent to the customers when a certain event happens.
 - d. Interactive Services: This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time.
9. Bulk SMS must support comprehensive range of application interfaces like SMPP (Short Message Peer-to-Peer) Interface, SFTP (Secure shell File Transfer Protocol) interface, Web/Simple Interface, Upload interface, Group Message Interface, http Interface.
10. The messaging platform must support defining multiple SMS to be pushed for various categories of users.
11. The messaging platform must support interactive workflow so that the customer should be able to send the response back to the system.

12. The messaging platform must support web based interface to see the reports. Following criteria may be used to generate the report:
 - a. Specific Time period Report
 - b. Mobile Number wise report
 - c. Summary report (Count for the time period)
 - d. Detailed report.
 - e. Level wise report.
13. The messaging platform must support a comprehensive reporting portal to facilitate cross check by APSRTC officials in case of customer queries regarding particular alert on a particular date.
14. The message platform must support Sender_id mask. (Sender ID may be a defined alpha-numeric string, which is visible on the phone as sender id. This may be any string defined by the APSRTC)
15. All SMS messages are to be delivered to the mobile subscriber within 30 to 60 seconds (depending on criticality of the application) of receipt of the message at bidder's server with acknowledgement for delivery of each SMS message.
16. The bidder should deliver messages to subscribers of all major service providers like BSNL, Jio, Tata Indicom, Vodafone, Airtel, Idea etc. directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers.
17. Bidder must be able to provide confirmation of message delivery and provide audit trail.
18. Bidder should have a 24 X 7 support office to provide support whenever needed. The Bidder should provide a complete escalation matrix up to the senior most official in the organization.
19. **Content filters**: SMS Gateway supports content filters for incoming and outgoing messages. Any existing SMTP(Simple Mail Transfer protocol) rules are converted to XML and specified format as per APSRTC requirement.
20. It will be the responsibility of the bidder to provide all the necessary support to APSRTC's System Integrator for integration of SMS gateway with the APSRTC's OPRS application.
21. If required any, it will be the responsibility of the Bidder to obtain necessary approvals for providing the facility from TRAI or other statute. DND (Do Not Disturb) compliance should be the responsibility of the bidder.
22. APSRTC will not enter into any contract with any Carrier or Service Provider. The bidder shall be the single point of contact for APSRTC
23. Solution Requirement: -
 - a. 24x7x365 availability
 - b. Access to all CDMA/GSM networks nationally.
 - c. Secure encrypted connection with guaranteed delivery
 - d. Ability to integrate with the APSRTC's Application
 - e. Should be able to send messages in both English & Telugu languages.
 - f. SMS Gateway solution should be Unicode compliant.

24. It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/ solution at all levels for ensuring the compliance to statutory guidelines at no extra cost to APSRTC.
25. Any infrastructure required at APSRTC premises to integrate with APSRTC's applications shall be provided by the bidder at no extra cost to APSRTC.
26. Role based Login credentials to be provided to APSRTC IT and accounts departments for taking reports and verification.
27. Duplicate SMS in the span of 5 minutes should not be sent for the same customer without the SMS call from the APSRTC application.
28. **OTP Route** :The SMS delivery price is under "OTP ROUTE" which should deliver the SMS within 30 seconds. In case the SMS is not delivered under OTP ROUTE within 30 seconds the Successful bidder should send through alternative operator.

The works mentioned above are indicative but not exhaustive: -

11. General Terms & Conditions

- 11.1. The maximum period for implementing the project mentioned at Annexures, is ONE month from the date of commencement of contract period. The successful bidder has also to run campaigns as and when required by the corporation.
- 11.2. The successful bidder should enter into an agreement with the CE(IT), APSRTC, on Rs.100/- non-Judicial Stamp Paper at his/her own cost.
- 11.3. Tenders/offers should be valid for at least six months from the date of opening of the tender and for a further period not exceeding six months, if required by APSRTC and the discretion to extend the tender validity period completely by the CE(IT).
- 11.4. The Vice Chairman & Managing Director of APSRTC, Vijayawada, reserves the right to cancel the tenders at any stage and can invite fresh tenders without assigning any reason(s).
- 11.5. The decision of APSRTC is final in allotment of the contract.
- 11.6. The bids submitted are not permitted to be withdrawn at any stage of tender process and APSRTC will not be held responsible for any delay in finalizing the tenders for reasons beyond its control.
- 11.7. Disputes, if any, should be settled only in the courts at jurisdiction of Vijayawada/Amaravathi.
- 11.8. Bidders shall fill up the required information as prescribed in the tender form. Incomplete bids/bids without full information are liable for rejection.
- 11.9. The SMS rate for transaction have to be quoted in the e-tender by the bidders. *The rates will be uniform for the three-year contract period and will not be subject to any upward revision for any reasons whatsoever during the subsistence of the contact and also for further period if extended. The rates shall be quoted exclusive of GST.*

- 11.10. The individual/Firm/Company shall furnish the IT Returns, Audited P&L account and balance sheet for 2015-16, 2016-2017 and 2017-18 along with the tender form.
- 11.11. All the Municipal/ Statutory levies, taxes etc., imposed by State and Central Government/Service taxes etc., should be borne by the successful bidder to carry out the business.
- 11.12. The persons engaged to carry out work shall be paid minimum wages as fixed by the Commissioner of Labor from time to time.
- 11.13. The personnel engaged by the Successful bidder for commencing the business are not entitled for a job in APSRTC either at present or anytime in future.
- 11.14. Tax Deduction at Source (TDS) as per the provisions of Income Tax Act would be made from the amount payable.
- 11.15. GST, as per the provisions of GST Act will be reimbursed as per the procedure in vogue.
- 11.16. The required man power should always be ensured so that inconvenience is not caused to APSRTC.
- 11.17. The Month wise actual SMS transactions in the year 2018-19(April-18 to March-19) is shown at **Annexure-1**. This is only for information to the bidder. The actual demand may vary and APSRTC cannot give any assurance on number of transactions.
- 11.18. The transaction charges payable to the Successful bidder for providing SMS services will be paid on monthly basis for each SMS including GST as applicable. The successful bidder shall raise the bill to the ATM-2(M-IT) on 1st of every month along with transactions details through CDs. The amount payable for previous month to the successful bidder will be released after pre-audit in the next month.
- 11.19. APSRTC reserves the right to add/modify any Terms and Conditions while entering into an agreement with the successful bidder.
- 11.20. In case of any disputes regarding interpretation of Terms and Conditions, decision of Vice Chairman & Managing Director, APSRTC, Vijayawada is final.
- 11.21. The successful bidder shall not disclose to any other party about the knowledge of system on the possession of material and information given to the Successful bidder under this agreed contract or any information which has been generated during the commencement of the project. The successful bidder should hold such material and information in strict confidence, not to make use of them other than for the performance of this contract, except release it only to designated employees requiring such information for operation, maintenance and control and inspection of the systems. During the execution of the contract and thereafter the above **information should not be released to any other parties.**

12. IDENTIFICATION OF BACK-UP SUCCESSFUL BIDDER FOR SMS GATEWAY SERVICES

1. APSRTC will identify one more Successful bidder participated in the tender as back-up Successful bidder to use for back-up services.
2. The back-up Successful bidder will be generally L2 Successful bidder who matches the SMS cost on par with L1 Successful bidder. If L2 Successful bidder

fails to match the price with L1 Successful bidder, L3 Successful bidder will be given the opportunity as back-up and so on.

3. APSRTC has the right to utilize the services of back-up Successful bidder as per the needs and circumstances.

13. PENALTIES

- 13.1. If the successful bidder fails to accept and commence the project within the time as agreed in the Tender, the EMD amount is liable for forfeiture in favor of APSRTC. The VC & MD of APSRTC reserves the right to cancel the project assigned to the successful bidder and allot the same to any individual/firm in case of unsatisfactory progress of the project.
- 13.2. APSRTC reserves the right to terminate the contract and forfeit the Security Deposit by invoking the Bank Guarantee in case of **indulgence in malpractices** by the **Successful bidder** and in case of **violation of terms and conditions of the agreement**.
- 13.3. Penalty will be imposed based on the Service level agreements. The detailed SLA is given at **Annexure-3**
- 13.4. Penalties will be recovered from the bills payable to the successful bidder.
- 13.5. ED (E) is the appellant authority with regard to penalties levied based on any/all of the penalty clauses.

14. TERMINATION/WITHDRAWAL

1. The Vice Chairman & Managing Director of APSRTC reserves the right to cancel the project upon serving prior written notice of 30 days specifying such cancellation and allot the same to any individual/firm in case of unsatisfactory progress of the successful bidder.
2. Successful bidder shall provide reasonable termination assistance (“**Termination Assistance Services**”) to APSRTC. Successful bidder shall provide Termination Assistance Services upon receipt of any notice of termination under this Clause to transfer its operations to a new service provider required by APSRTC for such period as is mutually agreed by the Parties. As a part of the Termination Assistance Services, successful bidder shall jointly develop a written transition plan with APSRTC and provide full support to achieve the plan.
3. The successful bidder shall perform the business for a minimum period of one year from the date of commencement of the contract. If the Successful bidder desires to withdraw from the agreement entered into after completion of minimum period of one year, he will be permitted to do so by giving three months’ advance notice in writing to the CE(IT), after completion of minimum period of one year. In such case, the security deposit will be refunded to the Successful bidder after reconciliation of outstanding dues if any.

4. At any point of time during the subsistence of the agreement, the corporation reserves the right to withdraw from the contract by giving 3 months' advance notice without assigning any reason. In such a case, the security deposit will be refunded to the Successful bidder after reconciliation of outstanding dues if any.
5. If the Successful bidder violates any of the terms and conditions of the tender schedule or the agreement, or if the performance of the Successful bidder is not satisfactory, APSRTC has right to cancel the contract duly giving three months' notice. This will entail forfeiture of security deposit and invocation of bank guarantee.
6. If any malpractices such as tampering of software, etc. by the Successful bidder are noticed, APSRTC reserves right to terminate the contract **with immediate effect** duly forfeiting the security deposit and confiscating of hardware, furniture and equipment etc., besides invoking bank guarantee.

15 CONFIDENTIALITY

- 1 The Parties shall maintain complete confidentiality relating to all matters, documents, data and information received or dealt with by them, in the course of business contemplated by this Agreement including the other Party's proprietary information ("**Confidential Information**"). Neither Party shall disclose Confidential Information to any third party and each Party shall use its best efforts to ensure that its directors, officers, employees, consultants, any other person dealing with such Confidential Information keep confidential all information disclosed to them or that becomes available to them by virtue of this Agreement including without limitation documents marked confidential and other unpublished information except as may be authorized in writing by the other Party.
- 2 Parties acknowledge and agree that APSRTC has the sole right and ownership on its data base which includes without limitation details of customers, PNR, phone numbers, email IDs etc. which shall be treated as confidential and the same shall not be shared /transferred by Successful Firm to any third party including but not limited to any company, Telecom operators, online travel agencies, Banks, Insurance companies etc.
- 3 Content of the SMS shall be the sole responsibility of APSRTC. APSRTC shall indemnify and hold Bidder indemnified against any losses, claims, liability, expenses arising out of the content of the SMS

16 REPRESENTATIONS AND WARRANTIES:

- 1 The bidder has to obtain/procure all approvals/permission/licenses in order to fulfill obligations under this Agreement including any approvals/ permission/ licenses required from the Department of Telecommunications, Government of India.
- 2 If the solution/service provided to APSRTC fails to operate or is not fully functional or is not in accordance with the Statement of Work, The Successful bidder shall take immediate steps to rectify or correct the solution/service free of cost forthwith within the 4 hrs period after communication of such failure by APSRTC to Successful bidder.

17. INTELLECTUAL PROPERTY RIGHTS

- 1 Any data or information provided by APSRTC to the Successful bidder pursuant to this Agreement or otherwise and any intellectual property therein will be the sole and exclusive property of APSRTC. APSRTC’S rights to such data and information shall not be limited by the term of this Agreement. The Successful bidder acknowledge that nothing contained herein provides or shall be construed in a manner so as to provide, it any rights (whether proprietary or otherwise) over APSRTC’S data or information and Successful bidder expressly waives any claims over APSRTC’S data or information.
- 2 Successful bidder has to agree that it shall not adopt or use, whether during the term of this Agreement or at any time after its termination or expiry, any intellectual property, mark, word, symbol, slogan, usage, etc., which in any way infringes the intellectual property rights of the other or those of its parent or affiliate companies.
- 3 The foregoing warranty shall not apply to any failure of performance if or to the extent such failure results solely from operation or use of the solution with equipment or software systems and applications not supplied or specified by Successful bidder.
- 4 Successful bidder shall indemnify and hold harmless APSRTC from all losses, claims, expenses, liabilities and damages arising out of any breach of intellectual property rights by Successful bidder in the generation and provision of software content/solution and services mentioned in RFP.

18. RELATIONSHIP OF PARTIES

This RFP is on principal to principal basis and it shall not create any employer, employee relationship nor shall it be deemed to create any partnership, joint venture between APSRTC and Successful bidder or their representatives or employees or to provide Successful bidder with any right, power or authority whether expressed or implied to create any duty or obligations for and on behalf of APSRTC.

19. FORCE MAJEURE

- 1. Any failure or delay in the performance of either Party hereto of its obligations under this shall not constitute a breach hereof or give rise to any claims for damages if and to the extent it is caused by occurrences beyond the reasonable control of the party affected including but without limiting the generality of the foregoing acts of government or governmental authorities, acts of God, strikes, lockout or concerted action of workmen, fire, flood, explosion, war, riots, civil commotion, storms, earthquakes, accidents, acts of public enemy, rebellion, insurrection, sabotage, epidemic, quarantine, restrictions, transportation, laws, rules, regulations, lawful orders or directives of any government or any states, sub-division, agency or instrumentality thereof or the order of any court of competent jurisdiction(“**Force Majeure Event**”).
- 2 The affected Party shall be obliged to notify the other Party promptly by fax/letter of the commencement and the end of the Force Majeure Event preventing or impeding the performance of all or parts of its obligations under this Agreement.

20. GOVERNING LAW AND JURISDICTION

- 1 Any disagreement or dispute arising out of in relation to this shall first be attempted to be resolved amicably by the senior executives of both the Parties. If the dispute or disagreement is not resolved amicably, then it shall be referred to at Vijayawada/Amaravathi.
- 2 Any dispute, which may arise between the Parties with regard to any matter pertaining to this or Disputes, differences arising out of this project if any, should be settled only in the Jurisdiction of Courts at Vijayawada/Amaravathi.

oOo

Bid Compliance Sheet**Bidder Should Mark Page No. on Enclosures**

(Bidder should ensure that all documents enclosed are neat and legible and shall be uploaded at the time of bid submission along with tender form T2)

#	Criteria (Document submitted)	Mention Enclosure Page No.	Fill Compliance (Yes/No)
1	Bidder shall provide an attested copy of -		
a)	PAN card& GST		
b)	Company Registration Certificate		
c)	Copy of successfully executed at least two work orders each worth of Rs.50 lakhs or above for providing SMS gateway services.		
d)	Income Tax Returns(GST) for the last three years (2015-16, 2016-17, 2017-18).		
2	Certified Audited copies of Balance Sheets, Profit & Loss Accounts, Annual Reports of last three financial years from bidder		
3	Copy of licensing/registration from appropriate Government authority for providing SMS gateway services and bulk SMSs.		
4	Copy of SMS gateway services to a minimum of three organizations of which at least one should be Government/ Government agency/ Bank / any institution in India. The bidder should provide details of average volume of SMS traffic generated for last six months.		
5	Documentary proof from bidder regarding having minimum average turnover of Rs. 100 lakhs in the last three financial years		
6	An affidavit duly attested by the notary that the Bidder was not Black listed by any PUC/Corporation/Board or State/Central Government in India		
7	Proof regarding connectivity with 3 operators for maintaining redundancy.		
8	Proof regarding hosting of Application server at 3 tier or above data centers		

TENDER FORM

(Bidder should ensure that all documents enclosed are neat and legible)

- 1 Full Name of the bidder :
(furnish Name and designation of the person authorized to submit the bid)
- 2 Particulars of the :
Firm/Agency/Company with Registration No. on behalf of which bid is submitted
- 3 If the Tender is on behalf of a Firm/Agency/Company please furnish.
 - a) Whether it is a partnership :
Firm, under the Partnership Act or a Company constituted under Indian Companies Act, 1956 or a Private Limited Company etc.
 - b) Nature of business being :
carried out
 - c) Previous experience in similar :
area
(Enclose copies of documentary evidence as proof)
- 4 No. of employees on rolls :
- 5 Whether the Individual/Firm/ :
Agency/Company has Branches carrying out business in the relevant fields in Andhra Pradesh and other States - if so, mention the Addresses of the Branches.
- 6 a) Name of the whole time :
Director / Head of the firm

b) Relationship/Designation of the authorized signatory who signed on behalf of Firm.

7 Annual Turnover of the Company (Rupees in lakhs) for the preceding three years (in words)

2015 - 16 :

2016 - 17 :

2017 - 18 :

8 Address for correspondence & Phone Nos.
(FAX, Website, email etc.)
(All correspondence will be made with local office only, if available)

a) Local Office :

b) Head Office :

9 a) Permanent address of the Head of the Firm with phone numbers. :

b) Residential address of the personnel concerned :

10 Earnest Money Deposit particulars :

a) UTR No. and Date :

b) Amount : Rs. 3,00,000/-

c) Transfer bank details :

11 Cost of Tender Document (UTR No.)

a) UTR No. and Date :

b) Amount : Rs. 15000+18% GST/- = 17,700/-

c) Transfer bank details :

ANNEXURE - 1

Actual SMS sent during the year 2018-19(April-18 to March-19)

ACTUAL SMS SENT THROUGH OPRS PROJECT FROM APRIL-18 TO MARCH-19		
SNO	MONTH	SMS COUNT IN LAKHS
1	APRIL-18	50.48
2	MAY-18	55.48
3	JUNE-18	49.77
4	JULY-18	38.36
5	AUGUST-18	51.32
6	SEPTEMBER-18	47.09
7	OCTOBER-18	57.37
8	NOVEMBER-18	42.01
9	DECEMBER-18	52.20
10	JANUARY-19	53.95
11	FEBRUARY-19	42.08
12	MARCH-19	48.22
AVG PER MONTH		49.02

Note: The figures shown are actual during the above given period. APSRTC does not give any guarantee on transactions to the Successful bidder during entire agreement period.

Statement of Work

Project Requirements:

1. Mobile Alerts Application Development:
 1. Ticket alerts,
 2. Service Delays / Reschedule / Cancellation etc alerts,
 3. Service Based Info alerts to Management.
 4. Critical priority - I: which means SMS should be delivered within one minute after generation of booking/cancellation/transfer/modification of ticket.
2. Integration of Application with APSRTC's backend servers using XML file interchange.
3. Message masking,
4. Ongoing Support,
5. MIS reports etc.,
6. Bulk SMS alerts
7. Customized SMS alerts

Service Level Support

The following application-related services are provided.

1. **Application monitoring** - Successful bidder shall conduct periodic monitoring of applications to assess application availability /functionality in co-ordination with APSRTC.
2. **Support** -Successful bidder shall have support staff to co-operate APSRTC technical staff team members will diagnose problems and work in partnership to their resolution, including configuration changes.
3. **Assistance with application environment support**– Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases.
4. **Adaptive maintenance**– Defined as activities relating to upgrades or conversions to an application due to new versions of operating environment, including operating system, application server, or database software.

Problem Reporting:

Firms Technical Support Analysts will determine the severity of any problem and priorities them. Priorities are defined as per severity level defined below:

Severity 1 - “Fatal”

Fatal errors that stops the application response /flow.
e.g.: Server inaccessible, etc.

Severity 2 - “Severe”

Errors that keep major functions from being performed but work around available.
e.g.: Access to the server is slow, Server accepts but not delivering messages etc.,

Severity 3 - “Minimal”

Errors those are generally non-disabling or cosmetic.
e.g.: Messages not getting delivered to a particular subscriber, Time delay in Messages delivery etc.,

Cases will have to be registered by customers through one of the channels - Phone, Email or Fax; firm has to agree and to respond to incidents submitted by Phone, email or fax from its customers.

Response and Resolution Times:

Firms’ Support Analysts shall determine (depending upon) the severity of any incident and respond in one of the following (ways):

Severity 1 - Respond within 1 business hour to acknowledge and understand the problem. Technical Support will work on the problem continuously until resolution. Periodic status

updates will be communicated to the Client by phone / email. Severity 1 issues should be submitted by phone and mail to Helpdesk. Target resolution or workaround time would be 4 hours from the time of acknowledgment.

Severity 2 - Respond within 2 hours to acknowledge problem. Target resolution or workaround time would be 6 hours from the time of acknowledgment.

Severity 3 - Respond within 4 hours to acknowledge problem. Target resolution time or workaround time would be 1 day from the time of acknowledgment.

Till resolution, the case will be kept open, Firms' Support Center will accept incidents for English or agreed upon language support during the agreed upon hours.

Firm shall process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem, and respond to all support requests from Client Representatives based on the response times stated above.

The firm has to submit escalation matrix with three levels.

Service Level Agreement

S.No	Service Parameter	SLA	Penalty	Basis of Measurement/Remark
1	SMS Services remains down continuously for	99%-97%	Deduction of 5% of Monthly Bill	System up time Monthly report from Bidder & Monthly report of Successful Submission of messages.
2	SMS Services remains down continuously for	95-97%	Deduction of 10 % of Monthly Bill	same as above
3	SMS Services remains down continuously for	Less than 95%	APSRTC shall have the right to terminate the Contract As per RFP.	same as above

SMS DELIEVERY				
SNO	SERVICE PARAMETRE		PENALTY	BASIS OF MEASUREMENT
1	A	SMS Delivery between 95 TO 100% and 90 % of delivered SMS are sent within 30 seconds	No penalty	Monthly report
	B	90 % of delivered SMS are not sent within 30 seconds	2500/-	
2	A	SMS Delivery between 94 TO 90% and 90 % of delivered SMS are sent within 30 seconds	5000/-	Same as above
	B	90 % of delivered SMS are not sent within 30 seconds	2500/-	
3	A	SMS Delivery below 90% and 90% of delivered SMS are sent within 30 seconds	10,000/-	Same as above
	B	90 % of delivered SMS are not sent within 30 seconds	2500/-	
NOTE	SUCCESSFUL BIDDER SHOULD PROVIDE ABOVE REPORT IN WEB APPLICATION FOR VERIFICATION OF THE SAME FOR IT & ACCOUNTS DEPARTMENT			

Annexure-4

Particulars of Similar works done during 2015-18

Sl.No	Name of the Client	Project Duration		Value of Project in RS.	Brief Description of the Project
		Start Date	Completion Date		
1.					
2.					
3.					
4.					

Note:

Provide sufficient evidence such as agreements, work completion certificates to support information provided in the above table.