13 December 2019

**TENDER NOTICE for Availing Transactional Email Services (Web Panel/API integration)**

The Agricultural and Processed Food Products Export Development Authority (APEDA) hereby intends to avail Transactional Email services as mentioned in this tender document.

A tender document may be downloaded from our website http://apeda.gov.in and https://eprocure.gov.in

<table>
<thead>
<tr>
<th>Tender Reference</th>
<th>APEDA/IT/2017-18/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of commencement of issue of tender document</td>
<td>[ 13 Dec 2019 ]</td>
</tr>
<tr>
<td>Last Date and Time for receipts of tender</td>
<td>[ 3 Jan 2020 ] upto 05:00 P M</td>
</tr>
<tr>
<td>Address of Communication</td>
<td>Secretary, APEDA, 3rd &amp; 4th floor, NCUI Building, 3, Siri Institutional Area, August Kranti Marg, New Delhi -110016</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:sudhanshu@apeda.gov.in">sudhanshu@apeda.gov.in</a></td>
</tr>
<tr>
<td>Contact Telephone Number</td>
<td>[011-26513204 / 26513219 / 26514572 ]</td>
</tr>
<tr>
<td>Bids to be given to</td>
<td>Secretary, APEDA, 3rd &amp; 4th floor, NCUI Building, 3, Siri Institutional Area, August Kranti Marg, New Delhi -110016</td>
</tr>
</tbody>
</table>

Secretary
PREAMBLE

APEDA intends to hire transactional emails services from service providers to send emails to APEDA’s registered members. Emails will be sent through APEDA online applications through API/Web panel. Hence, the service provider should provide web panel /API based integration of Email service that can embed into APEDA’s existing software application. APEDA software applications are developed into DOT NET platform. Emails generated from APEDA applications are informatory in nature which is sent to registered members only.

SCOPE OF WORK:

1. The vendor has to provide web panel/API integrate with APEDA application. The vendor has to provide technical support in the integration web panel/API if required.
2. The agency shall be responsible to send timely report or on demand of APEDA in softcopy within stipulated time period.
3. The vendor shall be responsible for timely delivery of emails. There should be not unacceptable delay in emails delivery.
4. The vendor has to ensure that emails are not delivered as spam.
5. The vendor shall also provide a web portal to APEDA to check the status of emails. This portal should have the facility to send manual emails if required.
6. During the period of contract, if the web panel/API does not function properly, then the vendor should provide immediate resolution to the problem and make sure that the services of APEDA must not suffer.
General Terms & Conditions:

- **Period of Contract:** The period of contract shall initially be for two year from the date of commencement of the contract. APEDA reserves the right to terminate the contract at any point of time in case the service of the vendor is not found satisfactory. The period of contract may be extendable for one more year subject to satisfactory services subject to consideration by APEDA.

- **Price:** Price must be quoted item wise as per Part-B. The price quoted will remain in force for the full period of the contract. No demand for revision of rates on any account shall be entertained during the contract period.

- **Data confidentiality:** The database of emails accounts of APEDA must not be saved by the vendor in any form except reporting purpose. If found so, APEDA reserves the right to terminate the contract and take legal action against the vendor.

- **Payment Terms:** Payment will be released after the submission of invoice by the vendor subject to submission of satisfactory performance report by the concerned division of APEDA.

- The Competent authority of APEDA reserves the right to accept or reject any quotations without assigning any reasons. The decision of the competent authority will be final and binding.

- Any pre-requisite in implementation of this assignment should be mentioned in the technical bid document by vendor.

- **Penalty Clause :** The problem shall be considered to be solved when the bidder has communicated to the APEDA about the resolution of the incident and the resolution formally recorded.

  The downtime calculated shall not include the following:
  - Any planned shutdown
  - Failure or malfunction of any equipment or services not provided by the bidder.

  The penalty shall be recovered for delayed services from the payment due.

  The maximum penalty will be upto 10% of the contract value.
• **Quality of Service:** Service provider will ensure a high quality of service. Servers deployed should have in built redundancy and failover mechanism to guarantee high availability. The service provider should have operational connectivity agreements with email service providers globally.

• **Documentation:** Service provider will provide APEDA with documentation in the form of User Manual and System Credentials for integration and accessibility of application software.

• **Technical Support:** Service provider would provide 24/7 technical support over the phone and email. For the same, APEDA would be provided with 3-level support with contact numbers and a contact mail IDs at which the contact persons can get in touch in case of any problems with regard to the service of sending/receiving Email.

• The Bidder should have capability of sending minimum 10,000 e-mails per hour.

• The service provider shall treat all documents, information, data and communication of and with APEDA or its representatives, as privileged and confidential.

• The successful bidder will take up all regulatory, licensing and other issues concerned with any Government agencies.

• The bidder will provide user manuals and system documentation for integration purpose.

• APEDA acknowledges that service provider has no control on the contents of the Email Sent. The service provider shall forward all Email in the same form as is received by it From APEDA.

• Further, APEDA takes responsibility for content of all Email sent and shall not send any unlawful or unsolicited Email contents from any of the user accounts. All Email by APEDA 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 APEDA of such a breach along with the actions taken and extent of data compromised

• The Bidder requiring any clarification of the bidding documents should submit specific written queries (to be emailed to harpreet@apeda.gov.in) on or before the dates mentioned elsewhere in this document. Queries received after the scheduled date and time will not be responded.

• Subcontracting is not allowed as per the scope of the work.
• APEDA reserves the right to accept or reject any or all Bids without assigning any reason thereof and APEDA’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized.

• In case of withdrawal of contract a prior 3 months notice has to be issued by Service provider.

• Any Bid not containing sufficient information, in view of APEDA, to permit a thorough analysis may be rejected.

• The APEDA shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

• APEDA is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

• The APEDA also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.apeda.gov.in before the last date for submission of response under this Tender. The Bidders should be agreeable for the same.

• Bids not conforming to the requirements of the Tender may not be considered by APEDA. However, APEDA reserves the right, at any time, to waive any of the requirements of the Tender, if in the sole discretion of APEDA, the best interest of APEDA be served by such waiver.

• Bidders who do not meet the technical criteria stipulated by the APEDA will not be considered for further evaluation.

• APEDA shall have the right to cancel the Tender process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s).

• No bidder shall be called during opening of the bid process. The bid shall be opened in front of committee constituted by competent authority of APEDA.
Technical Specification for provision of Bulk & Transactional Email Services

- The bidder must ensure that their Application System has capability to interface with existing APEDA Systems and any additional Gateway systems like NICSI.

- The Email Services solution should have the capability to meet this requirement without any change in its APEDA Application’s functionality. The bidder will be responsible for interfacing with APEDA IT Applications. The purpose of interfacing with APEDA systems will be for sending of Email.

- The connectivity between the APEDA Systems and Gateway, and the Provider should be Internet (http/https) based. The bidder’s system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL.

- Integration Technologies: The System must offer integration interfaces based on new technologies such as Application Web Services and SOAP.

- The system should have a capability to integrate with the business systems purposes of securely receiving and transmitting One Time Password (OTP) without storing the actual password.

- The Bidder (Service provider) to own server that will be given access to the Authorized person(s) appointed by APEDA. The authorized person will have control over all Email traffic in terms of creating, editing, and controlling the user accounts besides budgeting and allocating Email credits.

- The push Email system should be integrated to APEDA systems and be integrated with live applications. The push services shall be used for:
  - One Time Password (OTP)
  - Status of Applications/ Inspection
  - Alerts- For Renewal / Service Updates
  - Others Customized Text

- The bidder will be required to maintain the data with regard to Email sent for at least 3 Month. This does not include password details in OTP Email messages; it should, however, include a log of the other details of such messages.

- Access to view logs of all APEDA messages that pass through the server located by the Bidder (Service Provider) should be provided to the authorized user of APEDA.

- The Bidder shall ensure that the installed equipment / application / system software shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach
etc.) incurred to APEDA arising due to activation of any such embedded malware / malicious code.

- Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code.

- Transactional mailing software should facilitate the attachment of multiple documents as well as image files. The solution should facilitate the preparation of contents in the form of mixture of texts and images. Further it should facilitate the html codes formation and updating the same.

- Web based provision shall be available to execute some of the function like
  
  o Sender List Creation from Excel/CSV. Provision for Modification & Deletion.
  o Real Time Email Tracking and Reporting.
  o Automatic bounce reporting process.
  o Unsubscribe provision for Users and its reporting.
  o Email Scheduling. Pause and Resume Scheduling Option.
  o Advanced HTML editor for email creation.

- The system should facilitate the provision of MIS reports as under:
  
  o Details of transactional mails released during a particular dates
  o Total time taken to execute a bulk of transactional email.
  o Details of email ids failed
  o MIS report showing number of failed message.

**TWO BID PROCESS:**

1) **Technical bid:**

   The agency has to submit the technical expertise, experience, proof for similar assignment handled in the past and other relevant details as a part of technical bid along with the format– Part A. All pages of TENDER shall be stamped, numbered and signed by the signing authority of the bidding agency.

2) **Financial Bid:**

   The agency has to submit the financial bid for implementing the assignment as per the format enclosed Part-B. The financial bid should contain all expenses involved in the assignment like service taxes, staff expenses, etc. The price quotes in the document should be valid during the whole period of contract of 2 years.
Bids should be submitted to the Secretary as per address mentioned in Page 1 of this document.

The main envelope should have the name, address and contact details of the bidder and should be super scribed “TENDER for Transactional Emails with API.”

Eligibility Criteria:

- Agency should have minimum turnover of Rs. 5,00,000/- (Rs. 5 Lacs) or above for last 2 financial years (FY 2017-18 & 2018-19) in Transactional bulk email/SMS business, also attached CA certificate as proof.
- Bidders shall have an Operational/Registered Office in Delhi NCR.
- Bidder should have been in the bulk-mail/sms sending business in India for last three years as on March 31, 2019. (Incorporation certificate and Business commencement certificate to be submitted).
- Bidder should not have been Black listed by any Govt. organizations/ PSU/PSB. (The bidder shall give a declaration that they have not been black listed by any of the Govt. Authority or PSUs, as on date of submission of the tender, otherwise the bid will not be considered)
- The Company must be registered in India with appropriate tax (GST) registration and other administrative authorities.
- The Bidder to submit a declaration on its company letter head that their solution fulfils all the technical specification and conditions mentioned in the TOR document.
- Application will be provided on dedicated server only for APEDA ( no other user will use that service on that server)
## TENDER FOR SENDING TRANSACTIONAL EMAIL
### TECHNICAL BID
### PART A

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Remarks/ Details/ Document required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of registered Agency</td>
<td>Copy of Certificate of incorporation, PAN &amp; GST certificate with duly signed and seal of authorized signatory</td>
</tr>
</tbody>
</table>
| 2      | Details about registered office of agency:  
Address:  
Phone No:  
Fax:  
E-Mail ID:  
Website:  
Contact person (Authorised signatory):  
Mobile No: | |
| 3      | Agency should have minimum average turnover of Rs. 5,00,000/- (Rs. 5 Lacs) or above for last 2 financial years (FY 2017-18 & 2018-19) in business. | Attached CA Certificate as proof. |
| 4      | Agency should be in profit of minimum Rs. 2,50,000/- (Rs. 2.5 Lacs) or above for last 2 financial years (FY 2017-18 & 2018-19) in business. | Attach relevant certificate as mentioned |
| 5      | Bidder should not have been Blacklisted by any Govt. organizations/ PSU/PSB in the last three years. The bidder shall give a declaration that they have not been black listed by any of the Govt. Authority or PSUs, as on date of submission of the tender, otherwise the bid will not be considered. | Self-Declaration – on Company Letter head |
| 6      | The Bidder should have capability of sending minimum 10,000 e-mails per hour. | Stamped Delivery Report for the Last Month shall be submitted along with the Bid |
| 7      | The bidder should have operational /registered office(s) in Delhi NCR | Details to be submitted. |
| 8      | Bidder should have been in the bulk-transactional mail sending business in India for last three years as on March 31, 2019 | Incorporation certificate and Business commencement certificate to be submitted. |
| 9      | Bulk Email application is free from embedded malicious / fraudulent code. | Certificate/assurance from application providers/OEMs |

Signature & Seal of the Bidder  
Date:
* **Note:**
  - All supporting document should be have signature with seal of the authorized signatory

  - Any pre-requisite in implementation of this assignment should be mentioned in the technical document.
PART B: FINANCIAL BID

Rates for Sending Email: -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Price (Including all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rates for per Email</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

Signature & Seal of the Bidder  
Date: