

Quotation for BULK SMS Services

NOT TRANSFERABLE



**OFFICE OF THE MISSION DIRECTOR,
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX,
G. S. ROAD, CHRISTIANBASTI, GUWAHATI - 781005**



**OFFICE OF THE MISSION DIRECTOR,
NATIONAL HEALTH MISSION, ASSAM**

Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005

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No: NHM/MIS/SMS/2505/2015-16/7006

Dated:09/07/2015

State Health Society, Assam

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QUOTATION REFERENCE	:	NHM/MIS/SMS/2505/2015-16/7006 Dated:09/07/2015
LAST DATE & TIME OF RECEIPT OF QUOTATION	:	20 th July 2015, 2:00 PM
TIME & DATE OF OPENING OF QUOTATION	:	20 th July 2015, 2:30 PM
PLACE OF OPENING OF QUOTATION	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti, Guwahati - 781005
ADDRESS FOR COMMUNICATION	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti, Guwahati - 781005



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**STATE HEALTH SOCIETY, ASSAM
GUWAHATI: ASSAM**

No: NHM/MIS/SMS/2505/2015-16/7006

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Quotation for SMS BULK SMS Services

Sealed Quotation affixing Court Fee Stamp of Rs 8.25 only are invited by National Health Mission, Assam, from reputed Service Provider Companies for SMS service at the Office of the Mission Director, National Health Mission, Assam. Interested bidders are requested to submit their Quotation along with the specified documents which will be received till 20th July 2015 up to 2.00 P.M. The Quotation may be sent by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to “Mission Director, National Health Mission (NHM), Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam”. Quotation received after the closing date & time shall not be entertained. The Mission Director, NHM Assam shall not be responsible for any postal delay.

1. General Conditions

- i) The bid document may be obtained from Office of the Mission Director, National Health Mission, Assam or can be downloaded from the official website- www.nrhmassam.in.
- ii) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- iii) At any time prior to the date of submission of bid, the Quotation Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the quotation documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid,

the Quotation Inviting Authority may at its discretion, extend the date and time for submission of bids.

- iv) Interested eligible bidders, if they so desire, may obtain further information from the office of the Quotation Inviting Authority.
- v) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such proposal will be rejected and will not be considered for further process. Excuses like typographic error will not be entertained.
- vi) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept on holiday or blacklisted apart from other penal actions as deemed fit by NHM.
- vii) The proposal document shall be signed by the proposer in all the pages with official seal.**
- viii) NHM, Assam will release payment on the basis of deliverables and bill of material supplied by the vendor. Representative of NHM Assam will verify necessary details with outcomes as per normal expectations and terms and conditions of the Quotation Document.
- ix) In case of consortium, bidder must provide relevant details of all parties forming the consortium. All the licensing requirements should be fulfilled by the prime bidder. The prime bidder shall be responsible for billing on its own behalf and on behalf of consortium partners.
- x) Interested eligible bidders, if they so desire, may obtain further information from the Office of the Quotation Inviting Authority.
- xi) The bidder will put page number in each page of the proposal document. Unsealed Quotation will not be accepted. It should be ensured that all envelopes (Main Envelope, sub envelope) are properly sealed.**

2. Deliverables/ Services to be provided:

The successful bidders have to provide the following services:

- i) Transactional bulk SMS with unlimited validity (till balance available). Bulk SMS shall be purchased with a unit of 2,00,000 (Two Lakhs) SMS. Repeat order shall be placed as and when required.
- ii) Necessary software /API/interface should be provided to send Bulk SMS through web based system MS Excel etc.
- iii) All sent message should have delivery details and should be accessible.
- iv) A web based user interface/tool should be provided with the following minimum provision:
 - a. To monitor the services.
 - b. To view the delivery status.

- c. To view the reports.
 - d. To view the utilization.
 - e. To view the balance.
 - f. To control the actions, etc.
- v) Minimum three number of Sender IDs to be provided.
 - vi) Uninterrupted Service must be provided.
 - vii) The selected vendor shall provide all technical support.
 - viii) The selected vendor should provide a contact number for attending complaints and to provide technical support which should be available on 24 X 7.
 - ix) The selected vendor will do all liaisoning & co-ordination job and will be a single point of contact for all issues.
 - x) In case of any SMS related issues NHM will lodge a complaint which should be attended immediately.
 - xi) Payment will be released after completion of the work and submission of the bill in triplicate. Commissioning reports need to be enclosed. Effective billing will start from date of successful commissioning report sign off.
 - xii)** Bids shall remain valid for acceptance for a period of 90 days after opening of Bid. Bids with shorter validity shall be rejected.
 - xiii)** The validity of offer of the successful bidder shall be at least two years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period.

3. Documents to be submitted:

Bidder will have to provide the following particulars:

- i) Non refundable court fee stamp of Rs.8.25 (Rupees eight & paisa twenty five) only.
- ii) Detail of the organization (including Name, Complete Address, Phone No, Contact Person, Email ID, Brief Description of the organization, etc) should be provided as per **Annexure B**.
- iii) Self Attested copy of the registration certificate.
- iv) Self Attested copy of the valid Service Tax Registration certificate
- v) Income Tax PAN Card No (Photocopy of the PAN Card need to be submitted).
- vi) Self Attested experience Certificate regarding providing bulk SMS Service.
- vii) Self-declaration certificate regarding the matter that the organization is not blacklisted by any Government Organization.
- viii) Should submit a self declaration for not being under legal action for corrupt or fraudulent practices.
- ix) **The proposal document shall be signed by the proposer in all the pages with official seal.**
- x) Price Bid in the following format:

(To be submitted in official letter head)						
Price Bid						
<u>Quotation for Bulk SMS Services</u>						
Quotation Reference No:						
Name of the Bidder:						
SI	Name of Services	Basic Price (Rs.)	Tax (%)	Tax Amount (Rs.)	Net Amount (Rs.)	Remarks
1	2,00,000 (Two Laks) Outgoing Transactional Bulk SMS(PUSH SMS)					
TOTAL <i>(This will be selection criteria for L1 bidder in the commercial bid evaluation)</i>						
Note:						
<ul style="list-style-type: none"> • Conditional discount shall not be considered for price evaluation. 						
<p>Signature of the Bidder (with office seal)</p> <p>Name:</p> <p>Designation:</p> <p>Contact No:</p>						

4. ACCEPTANCE OF QUOTATION

(i) Quotation Evaluation

L1 bidder shall be selected based on the lowest rate quoted by the bidders. **However, the bidder must submit the documents mentioned in the relevant clause.** Conditional discounts shall not be taken into account for price comparison.

(ii) Right to Reject Quotation

Quotation Inviting Authority reserves the right to accept the Quotation or to reject the Quotation for all items or for any one or more of the items Quoted at any point of time without assigning any reason.

5. SECURITY DEPOSIT

The successful bidder, within 10 days of issue of the order, shall be required to submit Security Deposit of 5% of the order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of "State Health Society, Assam" valid for a period of 1 year from the date of issue.

6. SUPPLY & SERVICE CONDITIONS

○ Work Order

Work order shall be placed on the successful bidder at the discretion of the Quotation Inviting Authority.

○ Specifications and Quality

The services provided by the bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified.

○ Delivery Period

The SMS service should be provided within 30 days from the issue of the order.

○ Penalty for Delayed Delivery

- In case of delay beyond 30 days, there shall be reduction in price @ 0.5% of the value of the order per week of delay or part thereof subject to a maximum of 5% of the total order value.
- Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender/Quotation

for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

7. FORCE MAJEURE

The above conditions of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Quotation Inviting Authority at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

8. PAYMENT PROVISIONS

- i) No advance payments will be made to the successful bidder.
- ii) Payments towards the supply of the product will be made strictly as per rules of the Quotation Inviting Authority.
- iii) Payments will be made after completion of the work. Bill in triplicate along with the commissioning report should be submitted for release of the payment.
- iv) Without Security deposit in the form of Bank Guarantee payment shall not be released.
- v) If at any time during the period of contract, the price of quoted items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Quotation Inviting Authority immediately about such reduction in the contracted prices. Quotation Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree to such reduction in rates.
- vi) In case of any enhancement in excise duty / service tax due to notification of the Government after the date of submission of bids and during the validity period of contract, the quantum of additional excise duty/ service tax so levied will be allowed to be charged extra as a separate item without any change in price structure under the Quotation. For claiming the additional cost on account of the increase in excise duty/ service tax, the bidder should produce a letter from the concerned Authority confirming payment of additional tax on the items to the Quotation Inviting Authority and also must claim the same in the invoice separately.

9. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

10. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

11. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the Quotation such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

Bid should be put in sealed envelope. On the top of which, it should be written as “Quotation for Bulk SMS Services”.

The proposal may be submitted to:

**The Mission Director
National Health Mission, Assam
Saikia Commercial Complex
G. S. Road, Christianbasti
Guwahati – 781005, Assam**

Incomplete application form or application submitted by organizations that do not fulfill eligible criteria will be rejected.

Annexure –A
UNDERTAKING

To

Mission Director,
National Health Mission, Assam

Quotation No. _____

For _____

Sir,

- I, Shri _____, on behalf of M/s _____ having registered office at _____ and branch office at-----, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all Quotation terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
- We agree to the conditions of the Quotation under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
- The Quotation inviting authority has the right to accept or reject any or all the Quotations without assigning any reason.
- We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
- We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure B
Information of the Bidder

1	Name of the Bidder	
2	Registration No and Valid Up to	
3	Address of the Registered Office	
	Phone No:	
	Fax No:	
	Official Email ID:	
4	Year of Establishment	
5	Type of Organization (Govt. Undertaking/ Corporation/ Public Limited/ Private Limited)	
6	Name & Designation of the Authorized Signatory	
7	Contact Person	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
5	Website	
6	Address of Guwahati/ Assam Office	
7	Contact Person of Guwahati, Assam Office	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
8	Date of Operational of Telecommunication Service in India	
9	Date of Operational of Telecommunication Service in Assam	
10	Brief Description of the organization	

ANNEXURE-C

AGREED TERMS & CONDITIONS

Quotation No. & Date _____

- **Details of Bidder**

Bidder Name:

Offer Ref:

Contact Person:

Telephone No:

Signature:

Fax No:

E-mail:

- **Definitions**

- “Purchaser” means the Mission Director, National Health Mission, Assam or his authorized representative.
- “Bidder” means a person or firm or company who has made an offer for supply of goods and /or service as per Quotation.
- “Vendor” or “Supplier” means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
- “Site” means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with Bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	<u>Vendor’s Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm acceptance of the Deliverables as per Quotation Document.	
2.	In case of deviations, confirm that the same have been	

	highlighted separately.	
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished and Court Fee stamp affixed.	
5.	Confirm that Transactional bulk SMS with unlimited validity.	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of all cost and also inclusive of all taxes/duties and any other incidental charge.	
3.	Confirm furnishing of price break-up of each item showing basic price and Tax/VAT as % age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If clause 4 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
6.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
7.	Confirm acceptance of Price Reduction Schedule for delay in deliverables beyond 30 days, there shall be reduction in price @ 0.5% of the value of the order per week of delay or part thereof subject to a maximum of 5% of the total order value.	
8.	Confirm acceptance of Delivery Period as indicated in the Quotation document.	

9.	Confirm acceptance of relevant payment terms specified in the Quotation document.	
10.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the Quotation document.	
11.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
12.	Confirm acceptance of Part Order.	
13.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
14.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
15.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
16.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
17.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

===xxx===