

**Rajasthan Knowledge Corporation Limited**

**Request for Proposal (RFP)  
For  
Bulk SMS Services  
through Open Competitive bidding process  
under Rate contract**

**NIB Reference No-RKCL/17-18/50**

**Unique Bid No.: RKCL/PROC/SMSSERVICE/TECH/05 dated 06/04/2017**

Rajasthan Knowledge Corporation Limited  
7-A, Jhalana Institutional Area, Behind RTO,  
Jaipur, Rajasthan – 302004  
Website: [www.rkcl.in](http://www.rkcl.in)

Price of the document: Rs 200/-

***This document is the property of Rajasthan Knowledge Corporation Limited (RKCL). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without RKCL's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.***

## Table of Contents

1	Introduction and Disclaimers.....	4
1.1	Purpose of RFP .....	4
1.2	Information Provided.....	4
1.3	Disclaimer .....	4
1.4	Costs to be borne by Respondents .....	4
1.5	No Legal Relationship.....	4
1.6	Recipient Obligation to Inform Itself.....	4
1.7	Evaluation of Offers .....	5
1.8	Errors and Omissions .....	5
1.9	Acceptance of Terms.....	5
1.10	Requests for Proposal .....	5
1.11	Notification.....	5
2	Terms of Reference.....	7
2.1	Tender Objective .....	7
2.2	Scope of Work .....	7
2.3	Pre-Qualification & Eligibility Criteria .....	9
2.4	Tender Methodology .....	13
2.5	Schedule of Events .....	13
3	Instruction to Bidders .....	14
3.1	Language of Bid .....	14
3.2	Documents Comprising the Bid .....	14
3.3	Signing, Sealing and Marking of Bids.....	15
3.4	Bid Currency .....	15
3.5	Period of Validity of Bids.....	15
3.6	Deadline for submission of Bids .....	15
3.7	Late Bids .....	16
3.8	Opening of Bids by the RKCL.....	16
3.9	Evaluation Methodology.....	16
3.10	Contacting the RKCL.....	17
3.11	Award of Contract .....	17

4	General Terms and Conditions .....	17
4.1	Price .....	17
4.2	Payment Term .....	18
4.3	Delivery Schedule .....	18
4.4	Penalty for default in delivery .....	18
4.5	Penalty for defect and downtime in SMS services.....	19
4.6	Problem Resolution.....	19
4.7	Escalation.....	20
4.8	Installation.....	21
4.9	Lack of Competition .....	21
4.10	Indemnity .....	21
4.11	Force Majeure .....	21
4.12	Arbitration .....	21
4.13	Patent Rights .....	22
4.14	Execution of the Agreement .....	22
4.15	Appeals .....	22
4.16	Negotiations .....	23
4.17	Procuring entity’s right to accept or reject Bid .....	23
5	Annexures .....	24
	<b>Annexure-I: Financial Bid .....</b>	<b>24</b>
	<b>Annexure–II: Details of Cancelled Cheque .....</b>	<b>25</b>
	<b>Annexure–III: Draft Bank Guarantee Format .....</b>	<b>26</b>
	<b>Annexure-IV: Memorandum of Appeal under the RTPP Act, 2012 .....</b>	<b>29</b>
	<b>Annexure-V: Self-Declaration .....</b>	<b>30</b>

## **1 Introduction and Disclaimers**

### **1.1 Purpose of RFP**

The purpose of RFP is to appoint a suitable and reputed SMS provider (rate contract) for implementation of SMS solution for RKCL business applications. Details of the SMS requirement & specifications are given in the subsequent sections of this tender document.

### **1.2 Information Provided**

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with RKCL. Neither RKCL nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither RKCL nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

### **1.3 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, RKCL and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of RKCL or any of its officers, employees, contractors, agents, or advisers.

### **1.4 Costs to be borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by RKCL, will be borne entirely and exclusively by the Respondent.

### **1.5 No Legal Relationship**

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

### **1.6 Recipient Obligation to Inform Itself**

The Recipient must conduct its own investigation and analysis regarding any

information contained in the RFP document and the meaning and impact of that information.

### **1.7 Evaluation of Offers**

Each Recipient acknowledges and accepts that RKCL may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s). The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

### **1.8 Errors and Omissions**

Each Recipient should notify RKCL of any error, omission, or discrepancy found in this RFP document.

### **1.9 Acceptance of Terms**

A Recipient will, by responding to RKCL for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

### **1.10 Requests for Proposal**

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Position : Technical Head  
Email : nareshk@rkcl.in

RKCL may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

If RKCL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then RKCL reserves the right to communicate such response to all Respondents.

RKCL may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

### **1.11 Notification**

RKCL will notify all short-listed Respondents in writing or by mail as soon as

practicable about the outcome of their RFP. RKCL is not obliged to provide any reasons for any such acceptance or rejection.

## 2 Terms of Reference

### 2.1 Tender Objective

RKCL desires to procure top-class SMS services with 24x7x365 availability. RKCL proposes to procure a robust, reliable and feature-rich solution to receive and deliver messages to its network's and learners' mobile phone on real time basis and also send promotional messages and alerts. Against the above backdrop RKCL invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field providing SMS Services to offer complete solution for sending and receiving SMS using secure authentication system as per the technical/ functional specification given in this RFP document.

The purpose behind issuing this RFP is to invite technical and financial bids from the eligible bidders and selection of bidder(s) for the above purpose. The selection process consists of two phase's viz., Technical Evaluation and Financial Evaluation.

### 2.2 Scope of Work

RKCL intends to send & receive SMSs to its Network and Learners stored in the database on completion of certain events with 24x7x365 availability. Mobile numbers will be collected by our internal processes, which will be stored in a database. The service should be made accessible through all the mobile networks.

The messaging platform provided by the bidder must include following features:

#### **Reliability and Timelines**

- The messaging Platform must support transmission of large scale Messages to multiple users in multiple mobile networks.
- The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information.
- The messaging Platform must give commitment to service levels with guaranteed delivery times.

#### **Secure and Trusted Environment**

- The equipment at the bidder's end must be part of a network operator secured infrastructure and must offer trusted message environment.

#### **Best in Class Platform**

- Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel.

- This service must allow RKCL to send the message to its customers on a pre-defined schedule basis.
- User Panel Application & API Integration
- Providing an Online GUI to the RKCL to view Real Time MIS Reports, Campaign Status / Details and SMS Delivery Reports
- 24 x 7 Monitoring of Services

**Scope of Work (SoW) for Bulk Transactional / Promotional SMS:**

- Procurement of Bulk SMS Connectivity from the Telecom Operator or Service Provider
- Bulk SMS Push Campaign Manager Platform
- Setup and configuration of Transactional / Promotional Bulk SMS account from RKCL as per the details received from RKCL like Sender ID, SMS Template etc.
- Bulk SMS solution be Open Template based and shall not need any approvals before sending SMSs to Network and Learners.

**Scope of Work for 10 Digit Long Code for Pull Based Services:**

- Procurement and Configuration of 10 Digit VMN on behalf of RKCL
- Procurement of the 10 Digit VMN from the Telecom Operator on the behalf of RKCL for receiving Incoming SMS
- Setup and Configuration of VMN account for RKCL to capture the messages sent by the users and displaying them on the Online GUI by mapping the VMN with the SMS Application
- Customization of the Application from time to time as per the RKCL's requirement like forwarding the messages received by the users to RKCL's HTTP API, responding to the user by SMS or OBD as and when required with the information fetched from RKCL's Server (Learner Id, Learner Status etc.) or a Static Message.

**Terms & Conditions**

- Service provider shall provide the necessary arrangements/ infrastructure to RKCL, hereto to ensure the successful operation of the service.
- Service Provider will guarantee confidentiality of data. The data being shared by RKCL will be strictly confidential and will not be shared for unauthorized purpose.
- The bidder should provide API and support in integrating PULL/PUSH SMS Service with our application.
- The bidder shall have Customized White Panel for managing SMSs.
- Any SMS should be sent without approving any template to all Numbers including DND numbers
- The bidder shall have API Code of Pull Service with Long Code facility.



- RKCL will not be responsible for any TRAI related compliance if any SMS providing operator get failed to comply with rules and regulations of TRAI.
- It is the responsibility of the Bidder to change/ upgrade/ customize the Infrastructure at all levels for ensuring the compliance to statutory TRAI Guidelines without any extra cost to the RKCL.
- Service provider will not change the content of the message, the originating party addresses or the destination party address unless otherwise agreed by both parties.
- Receiver and Send ID shall contain RKCL identity.
- Full support HTTP / HTTPS / FTP / SMPP Interface / Back up for Push messaging /Blacklisting / Purging of Lists of Invalid Numbers / DND Numbers
- Support Retry Mechanism and a Job Scheduling Mechanism

### **Uptime & SLAs**

The successful bidder shall also sign a Service Level Agreement with RKCL to ensure the uptime of 99.9% on monthly basis which shall be calculated as accessibility to the SMS gateway for all the services that are availed by the RKCL. The “Uptime” is equal to total contracted hours in a quarter less Downtime. The “Downtime” is the time between the time of report by the RKCL and time of restoration of service within the contracted hours. “Restoration” is the condition when the selected bidder demonstrates that the solution is in working order and the RKCL acknowledges the same. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime of 99.9% on monthly basis, RKCL shall impose penalty. If the uptime is below 98%, RKCL shall have full right to terminate the contract under this RFP.

### **Service Duration**

RKCL intends to enter in the rate contract with selected bidder for one year duration which may further be extend for one more year if the variations in the market prices are not expected to be significant with mutual consent.

### **2.3 Pre-Qualification & Eligibility Criteria**

a) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

<b>S. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
1	Legal Entity	The bidder should be: Either A Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of	1) Copy of valid Registration Certificates

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956/2013 OR A partnership firm registered under Indian Partnership Act, 1932 OR LLP (Limited Liability Partnership) OR A Society registered under any of the States' Societies/cooperatives Registration Act or equivalent</p>	<p>2) Copy of Certificates of incorporation 3) Copy of Registered Partnership deed 4) Incorporation Certificate –LLPIN in case of LLP 5) Copy of Society Registration</p>
2	Financial: Net Worth	The Bidder must have Positive Net worth as on 31.03.2016	CA Certificate with CA Membership Number, FRN and Seal certifying the bidder has positive net worth
3	Financial: Turnover	Must have achieved an <b>average</b> Annual Turnover of at least Rs. 20 Lakhs from SMS services for the last three financial years (i.e. FY 2013-14, 2014-15 & 2015-16)	Audited Financial Statements certifying Turnover from SMS services OR CA Certificate with CA's Registration Number/ Seal certifying Turnover from SMS Services , which may further be verified from original

S. No.	Basic Requirement	Specific Requirements	Documents Required
			documents , if required
4	Bidder's Profile (Technical Capability & Experience)	The Vendor must have supplied similar nature of services to any Govt. department / PSU / Company / Corporation / Local Authority in last 3 years.	Copy of VAT/CST Registration, Shop Act License or Authorization letter or any other relevant document Establishing the requisite condition And Copy of Work order or Certificate from Department
5	Telemarketer	The bidder should be a registered telemarketer in TRAI. The bidder shall not be reseller of the SMS services.	TRAI telemarketers registration certificate
6	Support	The bidder must have a Support Engineer in Rajasthan preferably in Jaipur.	Self-Affidavit containing required details
7	Tax registration and clearance	The bidder should have a registration number of 1. Service Tax 2. Income Tax / PAN number 3 VAT & CST Registration, if available and applicable on subject matter of procurement	Copies of relevant certificates of registration and PAN No.
8	Mandatory Undertaking	Bidder should:- a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of	A Self Certified letter as per Annexure-IV Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>the foregoing reasons;</p> <p>b) Not have, himself and their directors/partners/Executive members and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p> <p>e) Should not have been blacklisted by any State Government / Central Government / PSU/ Corporation /Company / Institution/Govt. schemes in last 3 years including current year.</p>	
9	Tender form purchases Receipt		Copy of Tender form Receipt or DD Copy

S. No.	Basic Requirement	Specific Requirements	Documents Required
10	EMD Receipt or Bank Guarantee	DD of EMD (In favor of "RKCL" payable at Jaipur or Bank Guarantee in lieu of EMD)	Copy of DD or BG
11	Cancelled Cheque		Copy of Cancelled Cheque as per Annexure-II

#### 2.4 Tender Methodology

- The tender methodology proposed to be adopted by RKCL would be "TWO Bid System" i.e., Technical Bid and Financial Bid.
- The bidders whose technical bids are found as qualified shall be short listed for opening of financial bid.
- RKCL would enter into contract with the bidder whose financial bid is determined as Lowest Financial Bid [L1].

#### 2.5 Schedule of Events

1	Purpose of RFP	Rate Contract for Procurement of Bulk SMS Services
2	Unique BID No. & Date of Issue	RKCL/PROC/SMSSERVICE/TECH/05 dated 06/04/2017
3	Cost of Tender/RFP	Rs 200/- only (to be paid in Cash or via DD/Bankers Cheque at RKCL office)
4	Earnest Money Deposit (EMD)	Rs 16,000/- (for general) Rs 4000/- (for SSI of Rajasthan) Rs 4000/- (for SSI of Rajasthan), 8000/- (for Sick Industries other than SSI)
5	Mode of EMD	DD or Bankers Cheque or BG in favor of RKCL payable at Jaipur
6	Last Date for Bid Submission	12 Noon. 21 <sup>st</sup> April 2017
7	Address for Submission of Bids	The Managing Director Rajasthan Knowledge Corporation Limited 7-A, Jhalana Institutional Area, Behind RTO, Jaipur, Rajasthan Pin – 302004
8	Bid Validity	Proposals shall remain valid 90 days from the date of bid submission
9	Date of Opening Technical Bid	3 pm, 21 <sup>st</sup> April, 2017
10	Date of Opening Financial Bid	5 pm, 21 <sup>st</sup> April, 2017

11	Venue for Bid Opening	RKCL, Jaipur office situated at 7-A, Jhalana Institutional Area, Behind R.T.O., Jaipur		
12	Details terms & Conditions	Refer Details BID/RFP document		
13	<b>Contact Details</b>			
	<i>Name</i>	<i>Designation</i>	<i>Contact No</i>	<i>e-mail</i>
	Naresh Kumawat	Technical Head RKCL	0141 - 5159700	nareshk@rkcl.in

Deposit the Bidding form fee of RS 200/-in cash or through DD or bankers Cheque in favor of “RKCL”. The prospective bidders shall download the bidding document from the State Public Procurement portal i.e. [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) or RKCL website i.e. [www.rkcl.in](http://www.rkcl.in) and pay its price before submitting the filled up bidding document and attached the copy of receipt of such bidding form fee with bidding documents or may submit the Physical Tender fee DD / Bankers Cheque before opening the BID.

### 3 Instruction to Bidders

#### 3.1 Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the RKCL and supporting documents and printed literature shall be written in English.

#### 3.2 Documents Comprising the Bid

The bid shall consist of Technical bid and financial bid. Separate technical bid and financial bid in prescribed formats should be submitted.

a) **Documents comprising the Technical Bid should be:**

- i. Technical Bid as per pre-qualification and eligibility criteria and Annexure (including all relevant certificates)
- ii. Any Technical Bid containing price information will be rejected.
- iii. CA Certificate to validate Last 3 Year Turn over and Positive Net worth
- iv. Work order or Certificate
- v. Telemarketer Certificate
- vi. Support Engineer Affidavit
- vii. Tax Registration and Clearance details as per pre-qualification and eligibility criteria
- viii. Cancelled Cheque from Bank as per **Annexure**
- ix. EMD Deposit Proof – DD or Bank Guarantee (as per Annexure)
- x. Tender/RFP Form – Purchase Proof – Cash Receipt or DD Copy
- xi. Self-declaration for not blacklisted/barred by from any Government Department (State or Central)/PSU/Corporation/Company/Society in last three years including current year

b) **Documents comprising the Financial Bid should be:**

- i. Financial bid as per Annexure.

### **3.3 Signing, Sealing and Marking of Bids**

- a) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The Bidder shall seal the bids in non-window envelopes containing the documents as under:
  - i. **1<sup>st</sup> Envelope (Super scribing "Tender No .....– Technical Bid for "Procurement of Bulk SMS Services"):** Technical Bid
  - ii. **2<sup>nd</sup> Envelope (Super scribing "Tender No.....– Financial Bid for "Procurement of Bulk SMS Services"):** Financial Bid
- b) On the cover of each envelope name and address of bidder along with contact number should be clearly indicated.
- c) Both Envelope further be clubbed in a single envelope
- d) The envelope(s) shall be addressed to the RKCL and submitted at the address given below:
  - The Managing Director
  - Rajasthan Knowledge Corporation Limited
  - 7-A, Jhalana Institutional Area
  - Behind RTO, Jaipur 302004
- e) If the envelop(s) are not sealed and marked as indicated above, the RKCL will assume no responsibility for the Bid's misplacement or its premature opening.

### **3.4 Bid Currency**

Bids should be quoted in Indian National Rupee only.

### **3.5 Period of Validity of Bids**

- a) Prices and other terms offered by Bidders must be firm for an acceptance period of three (3) month from date of closure of this RFP.
- b) In exceptional circumstances the RKCL may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.
- c) RKCL, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

### **3.6 Deadline for submission of Bids**

- a) The bids must be received by the RKCL at the specified address not later than 21<sup>st</sup> April, 2017, **12:00 Noon**
- b) In the event of the specified date for the submission of bids, being declared a holiday for the RKCL, the bids will be received up to the appointed time on the next working day.
- c) The RKCL may, at its discretion, extend the deadline for submission of Bids

by amending the Bid Documents, in which case, all rights and obligations of the RKCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3.7 Late Bids**

- a) Any bid received by the RKCL after the deadline for submission of bids prescribed by the RKCL will be rejected and returned unopened to the bidder.

### **3.8 Opening of Bids by the RKCL**

- a) On the scheduled date and time, bids will be opened by the RKCL Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- b) Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **3.9 Evaluation Methodology**

#### **a) Clarification of bids**

During evaluation of Bids, the RKCL, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

#### **b) Technical Evaluation**

- i. RKCL will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at RKCL's discretion.
- ii. RKCL may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder
- iii. Bidders who qualify the technical evaluation will be short listed for financial evaluation.

#### **c) Financial Evaluation**

- i. The bids of technically qualify bidders shall be opened on day and time as mentioned above.
- ii. RKCL will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the **Lowest Financial bid (L1)**.

- d) Arithmetic errors correction:** Arithmetic errors, if any, in the price breakup



format will be rectified on the following basis:

- i. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.
- ii. RKCL may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

### **3.10 Contacting the RKCL**

- i. Bidder shall not contact the RKCL on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the RKCL.
- ii. Any effort by the Bidder to influence the RKCL in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

### **3.11 Award of Contract**

The RKCL will award the rate contract to the successful bidder who has responded to RKCL's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest Financial Bid (L1). After awarding Contract the Successful Vendor have to submit required Performance Security@ 5% of contract Value, Execute the Agreement on a Stamp paper, the cost of the same shall be borne by the Vendor itself.

## **4 General Terms and Conditions**

### **4.1 Price**

- a) Prices quoted by the bidders should exclude taxes, service tax, VAT, duties, levies but include all other costs. Taxes shall be paid at the time of billing on prevailing rates.
- b) Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation or change in the duty/tax structure, changes in costs related to the materials and labor or other components or for any other reason.
- c) The prices under the rate contract shall be subject to **price fall clause** as per RTTP act. If the selected bidder reduces its price to render similar goods, work or services at a price lower than rate contract with RKCL to anyone in the state at any time during the currency of rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of subject matter of procurement under that rate contract shall be amended accordingly.

- d) No other cost whatsoever will be paid by RKCL.
- e) The prices quoted shall be valid for a minimum period of three Months from the last date for submission of offers.
- f) The element of Rajasthan VAT , if applicable on subject matter shall be excluded from the rates quoted by the firm of Rajasthan and the element of CST shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
- g) Lack of Competition- In case there is only one responsive bid, the Committee may consider it valid if the bid is technically qualified, the price quoted by the bidder is assessed to be reasonable , the bid is unconditional and complete in all respect and there are no obvious indicators of cartelization amongst bidders .
- h) The bidder should not have a conflict of Interest in the procurement.
- i) The PBG Shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including warranty obligations and maintenance and defect liability period.
- j) **No Minimum Quantity of SMS shall be committed by RKCL.** It is purely a Rate contract. The Estimated number of SMSs is purely indicative. RKCL is not in a position to determine exact number of SMSs because of ever expanding Network, uncertain number of Learners and ever growing IT systems changes.
- k) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto the later shall prevail.

#### **4.2 Payment Term**

- a) 100% Payment shall be released monthly against invoice duly verified by RKCL. Payment shall be released within 30 days of receipt of correct Invoices. The payment will be subject to deduction on A/c of LD, TDS or any other statutory deductions as per prevailing laws
- b) Payment would be made electronically through RTGS/ NEFT.
- c) As per Annexure –II vendor should submit cancelled Cheque in original with technical bid in which only the payment and other refunds shall be made.

#### **4.3 Delivery Schedule**

The SMS services shall be enabled within 4 weeks of acceptance of the Purchase Order which includes integration with RKCL's applications.

#### **4.4 Penalty for default in delivery**

For any delay in implementation of the services beyond four weeks, Liquidated Damages at a rate of 0.5% will be charged from the amount payable per week for a maximum of 10 weeks.

#### 4.5 Penalty for defect and downtime in SMS services

##### Penalty for Defect in Services

The implementation of SMS Delivery Channel is of critical importance for RKCL and therefore, it requires availability of 99.9% monthly. A fall in this availability could result in penalties at monthly level. The extent of penalty for fall in availability is as under:

Level of availability calculated on monthly basis	Penalty Amount
> 99.9% to 100%	No Penalty
> 97.9% to <= 99.9%	5% of amount payable
> 95.9% to <= 97.9%	10% of amount payable
> 93.9% to <= 95.9%	15% of amount payable
> 91.9% to <= 93.9%	20% of amount payable
< 91.9%	100% of amount payable

##### Penalty for Delay in transmission of Messages

If the percentage of messages delivered during the month for which invoice is submitted is less than 99.9% of total messages generated the penalty will be charged as below:

% of messages delivered within 30 seconds	Penalty Amount
> 99.9% to 100%	No Penalty
> 97.9% to <= 99.9%	5% of amount payable
> 95.9% to <= 97.9%	10% of amount payable
> 93.9% to <= 95.9%	15% of amount payable
> 91.9% to <= 93.9%	20% of amount payable
< 91.9%	100% of amount payable

- If at any time during performance of the Contract, the bidder or its authorized agent should encounter conditions impeding timely completion of implementation schedule / delivery of the Services, the bidder shall promptly notify RKCL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder notice, RKCL shall evaluate the situation and may at its discretion extend the bidder's time for performance against suitable extension of the period of the performance guarantee.
- RKCL reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the RKCL to the bidder. However RKCL reserves the right to cancel the order over and above charging penalty.

#### 4.6 Problem Resolution

Service Provider will offer following SLA commitment for reactive maintenance:

Priority Category	SLA – Standard Support
Priority 1	Response in One Business Hour
Priority 2	Response in Four Business Hour
Priority 3	Response in One Working Day

### **Priority 1 – Critical Problems**

The SMS Service is completely unavailable. This can happen for several different reasons including, but not limited to, client application failure, server failure, SMS-C failure etc. Some guidelines for this Priority level are:

- I. SMS Service is completely unavailable (Messages not getting sent or received)
- II. Performance degradation beyond acceptable limits
- III. No workaround is available
- IV. System has repeatedly crashed and hung (for any reason)
- V. Serious business impact (determination may be based on Customer input)

### **Priority 2 – Significant Problems**

The SMS Service is available but is experiencing problems periodically. Some guidelines for this Priority level are:

- I. SMS Service is extremely slow
- II. Occasional loss of connectivity
- III. System is available but is experiencing problems periodically
- IV. Most messages get delivered late
- V. Performance is tolerable
- VI. Nominal business impact
- VII. Intermittent and/or infrequent system crashes or hangs

### **Priority 3 – Inconvenient Problems**

Problem happens often enough to be recognized as something that needs to be resolved quickly but not one that is causing the Customer extended or frequent down times. Some guidelines for this Priority level are:

- I. “How-to” questions
- II. Some delivery reports are not coming through
- III. Some messages get delivered late
- IV. User interface errors
- V. General technical inquiries
- VI. Configuration or set-up questions
- VII. Minimal business impact

## **4.7 Escalation**

For any problems, Service provider will need to offer an escalation path to RKCL. This escalation path needs to be provided for issues of all priorities. The bidder also needs to provide a single point of contact (SPOC) to RKCL who will be available all the time to RKCL in case any issue happens.

#### **4.8 Installation**

SMS services integration shall be deemed to be complete only when mentioned application is able to transmit messages successfully in production environment and accepted by RKCL.

#### **4.9 Lack of Competition**

After evaluation of bids if there is only one responsive bid, the committee may consider the only single bid as valid provided that:

- The bid is technically qualified;
- The price quoted is assessed to be reasonable;
- There is no obvious indicator of cartelization amongst bidders;

The bid of such single bidder may be accepted.

#### **4.10 Indemnity**

The vendor will indemnify RKCL to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vendor's violation of any patents and copy rights.

#### **4.11 Force Majeure**

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

#### **4.12 Arbitration**

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Jaipur, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **4.13 Patent Rights**

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

#### **4.14 Execution of the Agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched/mailed to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date of the work order or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security (if require to be submitted) within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or may award the contract to next successful bidder or may cancel the bid.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only. (Copy of the agreement shall be provided after award of the Contract by RKCL)

#### **4.15 Appeals**

If any bidder or prospective bidder is aggrieved by any decision, action or omission of the procuring entity is in contravention to the provision of the RTPP Act or the rules or guidelines issued thereunder, may file first appeal to under name in the Annexure IV. No other document or letter or mail shall be acceptable in place of Appeal.

#### **First Appellate Authority**

Managing Director,  
Rajasthan Knowledge Corporation Limited  
7-A, Jhalana Institutional Area, Behind RTO, Jaipur -302004

#### **Second Appellate Authority**

Chairman of the Company  
Rajasthan Knowledge Corporation Limited  
7-A, Jhalana Institutional Area, Behind RTO, Jaipur -302004

#### **4.16 Negotiations**

- a) Negotiations may be undertaken when the rates are considered to be much higher than the prevailing market rates or if more than one bidder is technically and financial qualify.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- d) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e) In case of non-satisfactory achievement of rates from the bidder, the committee may decide to reject and re-invite Bid.
- f) In case the rates even after the negotiations are considered very high, fresh Bid shall be invited. Disqualification is discovered.
- g) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - i. communicated to the concerned bidder in writing;
  - ii. Published on the State Public Procurement Portal, if applicable.

#### **4.17 Procuring entity's right to accept or reject Bid**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject the Bid at any time prior to award of contract, without thereby incurring any liability to the bidder.





## Annexure-II: Details of Cancelled Cheque

Please attached in original 1 Cancelled Cheque clearly showcasing:-

1. Bank Account Number
2. Bank Name
3. Bank Branch
4. IFSC/MICR Code



Sample Cancelled Cheque

**Annexure–III: Draft Bank Guarantee Format**  
For EMD or Performance Guarantee (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,  
The Managing Director,  
Rajasthan Knowledge Corporation Limited  
7-A Jhalana Institutional Area, Behind RTO  
Jaipur-302004 (Raj).

1. In consideration of the Rajasthan Knowledge Corporation Limited (hereinafter called "RKCL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Order No.....dated .....made between the RKCL and .....(Vendor) for the Supply ..... of Security Deposit for the due fulfilment by the said Vendor (s) of the terms and conditions contained in the said order, on production of a Bank Guarantee for Rs.....(Rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Vendor(s) do hereby undertake to pay to the RKCL an amount not exceeding Rs.....(Rupees.....only) on demand.

2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RKCL. Any such demand made on the bank by the RKCL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RKCL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RKCL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We.....(indicate the name of Bank), undertake to pay to the RKCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the EMD/performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RKCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RKCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with the RKCL that the RKCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RKCL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RKCL or any indulgence by the RKCL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of..... (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RKCL in writing.

8. This EMD/performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RKCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the RKCL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RKCL may have obtained or obtain from the contractor.

10. We..... (Indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/ constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature  
(Name & Designation)  
Bank's Seal

The above EMD/performance Guarantee is accepted by the RKCL

For and on behalf of the RKCL  
Signature (Name)

**Annexure-IV: Memorandum of Appeal under the RTPP Act, 2012**

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

1. Particulars of appellant:

a. Name of the appellant: <please specify> b. Official address, if any: <please specify> c. Residential address: <please specify>

2. Name and address of the respondent(s):

a. <please specify> b. <please specify> c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place ..... Date .....

Appellant's Signature

(Should be accompanied with Requisite Fee for Appeal as per provision of RTPP Act and Rules)

## **Annexure-V: Self-Declaration**

{To be filled by the bidder}

To,  
Procuring entity,  
Rajasthan Knowledge Corporation Limited  
7-A Jhalana Institutional Area  
Behind RTO Jaipur

In response to the NIB Ref. No. -----Dated for ----- as  
an Owner/ Partner/ Director/ Auth. Sign. Of -----, I/  
We hereby declare that presently our Company/ firm, at the time of bidding: -

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) Am / are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) Don't have any previous transgressions with any entity in India or any other country during the last three years
- e) Have not been blacklisted by any State Government / Central Government / PSU/ Corporation /Company / Institution/Govt. schemes in last 3 years including current year.
- f) Are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) Do not have, and our Partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) Do not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Will comply with the code of integrity as specified in the bidding document.
- j) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by RKCL, my/ our security (if submitted) may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

\_\_\_\_\_  
Seal of the Organization: -

\_\_\_\_\_

Date:

Place: