

Request for Proposal “ For Providing BULK SMS Gateway (Push SMS) Services For Ajmer Discom” against TN-IT-42.

Ajmer Vidyut Vitran Nigam Limited
Office of the Superintending Engineer (IT)
Opp. 220 kV GSS, Naka Madar, Ajmer – 305 001 (Rajasthan)



Last Date for submission of Proposal is 19-04-2021 up to 03:00 PM.

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AJMER VIDYUT VITRAN NIGAM LIMITED

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NOTICE INVITING TENDER

Notice Inviting Tender

Reference No: TN-IT-42

AVVNL invites Technical & Financial e-Bids for “For Providing BULK SMS Gateway (Push SMS) Services For AVVNL against TN-IT-42” from the firms meeting minimum eligibility criteria as specified in the bid document.

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority	Superintending Engineer (IT) Ajmer Vidyut Vitran Nigam Ltd. Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer-305004.
Estimated cost of Project (Approx.)	Rs. 6.48 Crore
Contact Persons	A.K. Sharma, SE (IT) E-mail – seitajm.avvnl@rajasthan.gov.in Office: 0145-2671860
Submission of Banker's Cheque/ Demand Draft for Tender Document Fee (including GST@ 18%) with Sr. AO (EA & Cash) in favour of Sr. AO(EA & Cash), AVVNL, Ajmer (non-refundable), payable at Ajmer, Rajasthan	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) OR Rupees 1475/- (Rupees One Thousand Four Hundred Seventy Five Only) for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006.
Submission of Demand Draft for e-Tender Processing Fee (including GST@ 18%) with SE(IT), AVVNL, Ajmer in favour of M.D, RISL payable at Ajmer(non-refundable)	Rs. 1180/-
Submission of Bid Security in the name of SE (IT), Ajmer of declaration value i.e 2% of estimated project cost(relaxation as per RTPP act to SSI/MSME of Rajasthan.	Declaration is to be submitted in Annexure-10 on Rs.50/- Stamp Paper as per GoR Order No.F.2(1) Finance/G&T-SPFC/2017, Ajmer dated 23.12.2020.
Publishing Date/Time	15-03-2021 at 18:00 Hrs.
Last date of receipt of clarification/queries	Within 7 days from date of uploading of tender document
Submission Date for Banker's Cheque/ Demand Draft / BG for Tender Fee,	The deadline for submission of these instruments is Bid submission deadline. The Bidder can submit these instruments before the deadline. The Bidder has

Bid Security, and Processing Fee.	to submit the same in hard copy and attach the scan of receipts with online bids.
Document Download / Sale Start Date	16-03-2021 at 09:30 hrs onwards at https://eproc.rajasthan.gov.in , https://energy.rajasthan.gov.in/content/raj/energy-department/avvnl/en/home.html#
Bid submission Start Date/Time & Place of submission of bids	30-03-2021 at 11:00 Hrs onwards at https://eproc.rajasthan.gov.in
Document Download / Sale End Date/Time	19-04-2021 at 15:00 Hrs
Bid submission Last Date/ time	19-04-2021 at 15:00 Hrs
Last date & Time for Submission of Banker's Cheque/ Demand Draft/BG for Tender Fee and Bid Security	19-04-2021 at 12:00 Hrs in the Office of Sr. Accounts Officer(EA & Cash), Ajmer Vidyut Vitran Nigam Ltd, Vidyut Bhawan, Panchsheel Nagar, Makarwali Road, Ajmer-305004
Date & Time of Opening of Technical Bids	20-04-2021 at 15:00 Hrs on https://eproc.rajasthan.gov.in
Date & Time of Opening of Financial Bids	To be intimated later
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in . https://energy.rajasthan.gov.in/content/raj/energy-department/avvnl/en/home.html#
Bid Validity & Bid Security Validity	Bid Validity: 90 Days from the date of Financial Bid Opening Bid Security Validity: 180 days from date of Technical Bid opening. If required, the same shall be requested to be extended.

The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience and expertise as per Qualification requirement detailed in this document.

Before bidding under this bid, bidder should ensure that: -

1. They are qualified as per QR mentioned in this document.
2. The offered solution/services shall meet the technical and scope of work requirement laid down in this document.

BG: As per section IV clause no.-10.

NOTE:

1. The bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in.

2. Bidders who wish to participate in this tender will have to register on <https://www.eproc.rajasthan.gov.in> To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Type – II or Type – III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for future assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.

Contact No. 0141 – 4022688 (Help desk of RISL - 10.00 AM to 6.00 PM on all working days)

E-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Ajmer.

3. Bidders should go through the website <https://www.eproc.rajasthan.gov.in> should refer to the website and go through the link “Help For Contractors”, “Information About DSC”, “FAQ” and “Bidders Manual Kit” and **Section-I** to know the process for submitting the electronic bids at the website.
4. The ‘Instructions to bidders’ and other terms and conditions of this tender pertaining to the bidding process generally follow the guidelines of e-tendering system of the government of Rajasthan, available at URL <https://www.eproc.rajasthan.gov.in>. However, wherever there is any anomaly between the conditions referred to in this tender document and the GoR e-tendering system, the latter shall be final.
5. The complete tender document has been published on the websites, <https://energy.rajasthan.gov.in/content/raj/energydepartment/avvnl/en/home.html#> and <https://www.eproc.rajasthan.gov.in> for the purpose of downloading.
6. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, e-Tender Processing Fee & Bid Security Declaration as mentioned in the NIT Section table. A copy of receipt of the tender fees, e-Tender Processing Fees & Bid Security Declaration must be enclosed along with the Technical bid/proposal failing which the bid will be summarily rejected. The last date of submission of these Original instruments is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from Ajmer Discom so that the Originals are submitted in hard copy and receipt scans are uploaded with the Technical Bid, before the Bid Submission Deadline.
7. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed digitally by the Bidder. The Technical and Financial Bid which is uploaded on eproc portal must be signed and stamped on each relevant page by the designated Authorized Representative of the bidder. The name, designation and authority of the

designated Authorized Representative of the Bidder shall be stated in the Bid.

8. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the Ajmer Discom and the successful bidder(s).
9. AVVNL disclaims any factual/ or any other errors in this tender document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid.
10. Bids will be considered only in the prescribed manner. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
11. Copies of various documents to be enclosed along with the bids must be legible and be self-attested by the authorized signatory with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
12. All the communication/correspondence including the Bid (Technical and Financial Bid) must be signed and stamped on each page by the designated Authorized Representative of the bidder failing which the bid will be summarily rejected.
13. The Bids can be submitted up to date and time given as specified in the NIT Table.
14. The complete bidding process is defined in the tender document.
15. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
16. Tendering Authority reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/ rejected by the tendering authority.
17. In case, a dispute arises with regard to interpretation/ omission/ error in this tender document, bid submitted, other documents; the decision of SE (IT), AVVNL, AJMER will be final and binding upon the bidders.
18. Interested bidders may obtain further information from the office of

**The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Ltd,
IT Cell, Naka Madar
Ajmer-305001.**

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SECTION – I INTRODUCTION

Purpose of RFP

AJMER VIDYUT VITRAN NIGAM LIMITED (Ajmer Discom) is an undertaking of Government of Rajasthan engaged in distribution and supply of electricity in the jurisdiction of Ajmer Discom which comprises 12 Circles as under.

S.No.	Name of Discom	Zonal Offices	O&M Circles
1.	Ajmer Discom	3 Nos. : Ajmer, Jhunjhunu and Udaipur	12 Circles: Ajmer City Circle, Ajmer District Circle, Sikar, Nagaur, Pratnagarh, Rajsamand, Dungarpur, Chittorgarh, Bhilwara, Jhunjhunu, Banswara and Udaipur

Purpose of RFP :

The purpose of this document is selection of an Agency for Providing BULK SMS Gateway (Push SMS) Services to AVVNL for sending SMS to the consumer's /employees/ defined individual/groups from applications developed under various IT Projects / applications of AVVNL etc.

Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety. Please verify that you have a complete copy.

Tender Objective :

AVVNL desires to procure BULK SMS Gateway (Push SMS) Services with 24x7x365 availability. AVVNL proposes to procure a robust, reliable and feature-rich solution to deliver SMS messages to its employees and consumers mobile phone on real time basis and send promotional/transactional messages and alerts also. Against the above backdrop AVVNL invites Request for Proposal (RFP) from the prospective bidders having proven past record in the field of SMS services to offer complete solution for sending 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 phases' viz., Technical Evaluation and Financial Evaluation.

SECTION - II QUALIFICATION REQUIREMENTS (QR)

The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfill the Qualification Requirement (QR), his bid will be treated as non-responsive and no further correspondence/clarification will be taken into consideration for the same.

Sr.	Qualification requirement	Supporting Documents Required
1	<p>The bidder (in case of consortium lead bidder and co bidder both) should be a registered firm / company in India under the Indian Companies Act-2013/1956 with latest amendments.</p> <p style="text-align: center;">OR</p> <p>Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<p>Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company.</p> <p style="text-align: center;">OR</p> <p>Registration Certificate with MSME Deptt.</p>
2	<p>Consortium will be allowed only when lead bidder should have valid registration as a telecom service provider with delivery function with TRAI. Lead bidder will be solely responsible for successful execution of contract.</p>	<p>Appropriate Legal MoU and agreement between lead bidder and co-bidder should be submitted with RFP documents (in case of consortium). Registration Certificate with TRAI must be submitted.</p>
3	<p>The Minimum Turnover for last three financial years (i.e. 2017-18 2018-19, and 2019-20) of the bidder/ lead bidder (in case of consortium) shall be Rs. 2.30 Cr.</p> <p>Note: - There shall be relaxation as per rules in Minimum Turnover for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<ul style="list-style-type: none"> • Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover shall be submitted as a proof with UDIN No. • Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided.
4	<p>The bidder (in case of consortium lead bidder and co bidder both) shall have positive net Worth as on 31st March 2020 as the case may be.</p>	<p>Adequate proofs duly certified by Chartered Accountant to be provided. Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</p>
5	<p>The bidder (in case of consortium lead bidder) should have experience of 3 years in providing</p>	<p>Copies of Work Orders/ Purchase orders and completion certificates (signed by the officer</p>

	BULK SMS Gateway services to Govt/Semi-Govt/ Autonomous bodies/ Institutes/PSU within the last three years ending 31 st March 2020 in India, wherein they must have sent 8,00,00,000 SMS / year.	not below than the rank of work order issuing authority) need to be submitted by the bidder (in case of consortium lead bidder). For 8,00,00,000 SMS per year, copy of Invoice(s)/ bill(s)/Payment Receipt(s) be submitted.
6	The Bidder must have successfully completed/ executed at least Three (3) similar contracts within last five (05) years.	Proof Certificate - Completion certificate (Implementation / Support Completion) with date. OR Agreement copy defining the scope and time lines.
7	To ensure the service quality and standards, the bidder shall have at least SEI CMMI-SVC level 3 (for Services) or above certification. OR ISO 27001:2013 (for Solutions and Services). ISO 9001:2015 (for Solutions and Services). ISO 20000-1:2013 (for Service Management).	Certificate issued by SEI-CMMI Institute. OR Relevant ISO certificates. All the required certificates (CMMI & ISO) must be issued before the date of RFP publication and must be valid for at least next one year.
8	The Bidder/ lead bidder (in case of consortium both lead bidder and co-bidder) should not be currently blacklisted by Government of Rajasthan or Rajasthan Discoms/ TRAI.	Undertaking to this effect to be submitted by the bidder (in case of consortium lead bidder and co bidder both) on Non Judicial Stamp Paper of worth Rs. 100 /-
9	Bidder/ lead bidder (in case of consortium) should have direct tie up/ agreements with minimum three Telecom service providers / Operators for SMS services within India.	Copies of Agreement/Letter/ Certification with the telecom service provider/ operator for SMS services. Undertaking to be provided by bidder/lead bidder to renew agreement up to the validity of AVVNL rate contract on Non Judicial Stamp Paper of worth Rs. 100 /-.
10	The Bidder/ lead bidder (in case of consortium) should be able to allocate a minimum throughput 500 SMS/sec to AVVNL.	1.Certificates to this effect from the telecom service provider/ operator should be submitted with whom bidder has the tie up to deliver SMS services. 2.Undertaking to be provided for at least minimum throughput of 500 SMS/sec to AVVNL for delivery of SMS on Non Judicial Stamp Paper of worth Rs. 100 /-.
11	Delivery of SMS alerts should be ensured to all Indian locations without any exception.	Undertaking needs to be provided by the bidder (in case of consortium lead bidder and co bidder both) on Non Judicial Stamp Paper of

		worth Rs. 100 /-.
12	The bidder (in case of consortium lead bidder or co bidder) should have a support/ representative to provide 24x7x365 support.	The bidder (in case of consortium lead bidder or co bidder) has to submit Address and contact details of service centers.

NOTE: In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected. (Annexure-13).

SECTION – III INSTRUCTION TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1.** Tendering authority will receive bids in respect of services as set forth in the accompanying tender document.
- 1.2.** All bids shall be prepared and submitted in accordance with terms and conditions of this Tender Document.
- 1.3.** The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling and submitting the Bids.
- 1.4.** If the bidder has any doubt as to the meaning of any provisions or any portion thereof, he shall before submitting the Bid, may refer the same to the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified.
- 1.5.** Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing this tender document unless otherwise specifically indicated/ commented by him in his Bid.
- 1.6.** Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the bidders.

2. FIELD CONDITIONS

- 2.1.** The geographical condition of the Discom is not same and has different terrain.
- 2.2.** The bidder may in its own interest, before submitting the bid, inspect and examine the area involved and satisfy it regarding the existing system.
- 2.3.** For ascertaining the existing system, condition's etc., the agency may contact the Tendering Authority.
- 2.4.** No claim from Bidder or Agency for change in the bid or terms & conditions of the contract shall be entertained on the ground that the conditions are different than what were contemplated by them at the time of submitting the bids.

3. SUCCESSFUL IMPLEMENTATION AND GOOD PERFORMANCE

Any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work is deemed to be included and has to be executed within the ordered price.

4. PREPARATION OF BIDDING DOCUMENT

4.1. BID SECURITY:

4.1.1. The Bidder shall furnish Bid Security Declaration as per the prescribed in NIT section.

4.1.2. The Bidder shall **deposit/submit** the Bid Security Declaration in prescribed format to the SE(IT), AVVNL, Ajmer within the stipulated date & time, and obtain a receipt.

4.1.3. Bid uploaded but not accompanied by a copy of the receipt for depositing Bid Security Declaration shall be rejected and the Bid will not be opened.

4.1.4. In case of bidders who are declared as non-responsive, Bid Security Declaration will be returned on production of the original receipt after 15 working days post opening of financial bid.

4.1.5. Adjustments/proposals for acceptance of EMD/Bid Security Declaration, if any, **already** lying with the Discom in connection with some other bids/orders shall not be entertained. Also, the Discom will not adjust the Bid Security under this tender with the previous dues of bidder if any.

4.1.6. Ajmer Discom reserves the right to forfeit Bid Security, if successful bidder either has not accepted the work order or not completed the contractual requirement within the specified period.

4.2. TENDER DOCUMENT FEE & TENDER PROCESSING FEE

The bidders are permitted to download the bid document from websites <https://energy.rajasthan.gov.in/content/raj/energy-department/avvn/en/home.html#> but must pay the cost of Tender document fee as mentioned in NIT table within the stipulated date & time in the office of Sr. Accounts Officer (EA & Cash), AVVNL Ajmer and e-Tender processing fee as mentioned in NIT table within the stipulated date & time in the office of Superintending Engineer (IT) AVVNL Ajmer and obtain acknowledgement thereof. Such processing fee shall be sent to RISL by Superintending Engineer (IT) AVVNL Ajmer.

5. CLARIFICATIONS AND AMENDMENTS & DEVIATION FROM TENDER DOCUMENT

5.1. CLARIFICATIONS TO THE TENDER DOCUMENT

- 5.1.1 If the prospective bidder has any doubts as to the meaning of any portion of the Tender document, She/He can raise the same to the tendering authority i.e. SE(IT) AVVNL, Ajmer on any working day from 9.30 AM to 6.00 PM within seven days of publishing date of RFP.
- 5.1.2 Verbal clarifications and information given by the Discom or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- 5.1.3 The bidder is required to carefully examine the Terms & Conditions including specifications of this Tender document and fully inform himself as to all the terms and conditions which may in any way affect the Work or the cost involved thereof.
- 5.1.4 Below format should be used for any clarification on tender.

S. No	RFP Section No. & Clause No.	Page No.	Clause Description	Clarification required by the bidder	Suggestions/ Queries

Name: _____
In the Capacity of: _____
Signed: _____
Duly authorized to sign the bid for and on behalf of: _____
Date: _____

5.2. CLARIFICATIONS TO THE BID

- 5.2.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Tendering Authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing or e-mail of the Authorized Signatory of the Bidder.
- 5.2.2 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Tendering Authority shall not be considered.

5.2.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Bids.

5.3. AMENDMENT OF TENDER DOCUMENT

5.3.1. At any time prior to the deadline for submission of the Bids, if the Tendering Authority deemed it necessary to amend the Tender document, it shall do so by issuing appropriate Corrigendum/Addendum.

5.3.2 Any Corrigendum/Addendum issued shall be a part of the Tender document and shall be published on the website of Ajmer Discom & e-proc portal.

5.3.3 To give prospective Bidders reasonable time to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

5.3.4 Any change in date of submission and opening of bids would be published through Ajmer Discom's website and e-proc portal.

5.4. DEVIATION FROM BID DOCUMENTS

5.4.1 The bidder should comply all requirements set out in the bidding document and NO TECHNICAL and COMMERCIAL deviation shall be entertained.

5.4.2 The Bids with Deviation from the requirement laid down in this document shall be considered as NON Responsive.

5.4.3 The offer must have 'No Deviation' certificate as per bid document.

6. SUBMISSION AND OPENING OF BIDS

6.1. COST OF BIDDING: The Bidder shall bear all the risks and costs associated with the preparation and submission of its Bid, and the Tendering Authority shall not be responsible or liable for those risks and costs, regardless of the conduct or outcome of the bidding process.

6.2. LANGUAGE OF BIDS: The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Tendering Authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6.3 BIDS ARE TO BE SUBMITTED IN TWO PARTS

6.3.1 The Bid shall be submitted within the specified time on <https://www.eproc.rajasthan.gov.in> in electronic format in the following manner:

6.3.2 Part- A (Technical Bid): will contain

- a) Cover 1: Fees (to be uploaded in pdf format)
 - (i) Copy of receipt of submission of Tender document fees
 - (ii) Copy of receipt of submission of Tender processing fee
 - (iii) Copy of receipt of submission of Bid Security Declaration.
- b) Cover 2: Techno-Commercial Bid (to be uploaded in pdf format):
 - (i) Complete Technical Bid comprising information in specified formats and schedules (Except the price schedule) including details of the proposed services and man power to meet out the work requirement together with its capabilities.
 - (ii) Supporting documents to ascertain the eligibility / qualification as per the QR requirements of this tender

The Tendering Authority may require any bidder to furnish the documents in original or copy duly attested by Notary as the case may be for verification, in physical form on short notice of three working days.

Part- B (Financial Bid): Will contain the Financial Bid for carrying out the scope of work defined for this project. The Financial Bid is submitted in excel file of BOQ. The Financial Bid will be opened only for the Bidders shortlisted on the basis of Technical Bid. The date of opening of such Financial Bids will be intimated on the e-proc website.

6.4 SUBMISSION OF PROPOSALS

6.4.1 Bidder shall submit their bid in electronic format, which shall be digitally signed and further signed & stamped on each page by the designated authorized representative of the Bidder. Bidder shall procure Digital Signature Certificate (DSC) as per the provisions mentioned in Note 2 of the NIT table.

6.4.2 **Physical submission of bids is not allowed.** If asked by Tendering Authority, the bidder is required to submit original technical bid in hardcopy which shall be the exact replica of

online bid submitted. In case of any discrepancy between online and hardcopy Bid, the Bid submitted online shall prevail.

6.5 FILLING OF BIDS

6.5.1 Bids shall be uploaded on eproc-portal of Rajasthan Govt. with the formats and schedules given in the Tender document duly filled in. The completed formats and schedules shall be considered as part of the contract documents in case the same Bidder becomes Successful Bidder. The Bids which are not in conformity to the schedules and formats of the Tender document may not be considered.

6.5.2 No alteration should be made to the format and schedules of the tender document. The Bidder must comply entirely with the Tender document.

6.5.3 Tender should be filled in only with ink or typed and must be submitted online after signing digitally.

6.5.4 All additions, alterations and over-writing in the bid must be clearly signed by the authorized representative of the bidder otherwise bid shall be summarily rejected.

6.5.5 The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any doubt and further may result in rejection of such Bid.

6.5.6 The Tendering Authority will not be responsible to accept any cost involved in the preparation or submission of bids.

6.5.7 All bids and accompanying documents shall be addressed to Ajmer Discom.

6.6 ALTERNATIVE BIDS

Alternative bids shall not be considered at all.

6.7 BID PRICES

6.7.1 All the prices should be quoted only in Indian Rupees (INR) Currency.

6.7.2 The total quoted prices in BOQ.xls should be inclusive of service tax / GST and other government levies as applicable. The present rates of applicable taxes shall be indicated by the bidder in its Bid, which is subject to statutory variation and shall be borne by Discom.

6.7.3 The bidder will furnish the break-up of the quoted price in Financial Bid according to the Financial Bid Format, indicating rate and type of each tax clearly, as per the rates prevailing within 7 days before the bid date. Any statutory variation and imposing of new tax by government subsequent to bid submission/currency of Contract shall be on Discom account.

7. PERIOD OF VALIDITY OF BIDS

7.1 The bid validity period is provided in the table mentioned in the NIT section. Bids mentioning a shorter validity period than specified are likely to be summarily rejected.

7.2 Tendering Authority may ask for extension in validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bid Security Declaration submitted against the Bid Security.

8. SIGNATURE OF BIDDER

8.1 The bid must contain the name, address and place of business of the Bidder and must be signed and sealed by the designated Authorized Representative of the Bidder. The name of such person should also be typed or printed below the signature.

8.2 Bid by a partnership firm must be furnished with full names of all partners.

8.3 Bids by corporation/ company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/ company.

8.4 Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.

8.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.

8.6 Bids not conforming to the above requirements of signing shall be disqualified.

9. DELAY IN BID SUBMISSION

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the NIT. Any bid received by the tendering authority after the deadline for submission of bids shall not be accepted.

10. RECEIPT OF BIDS

Bids shall only be received through <https://www.eproc.rajasthan.gov.in> website.

11. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

A Bidder may substitute or modify its bid after it has been submitted before the deadline prescribed for submission of bids as per the e-tendering process but bidder cannot withdraw his bid after submitting it once.

12. BID OPENING

- (i) Ajmer Discom shall perform the Bid opening at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- (ii) Only the bids of those bidders who qualifies post the Technical Bid evaluation shall be eligible for Financial Bid opening. The date and time of Financial Bid opening to the technically qualified Bidders would be intimated later. The bidder who has quoted lowest shall be termed as the successful bidder.

13. EVALUATION AND COMPARISON OF BIDS

The evaluation of bids will be made in the following three stages:

13.1 1st Stage: Qualification Requirement (Part –A) & Evaluation of Technical offer

A. Qualification Requirement- Each bid shall be evaluated to ascertain the qualification of bidder with respect to the requirements laid down in this RFP.

B. Availability for No-Deviation Certificate. If any deviation is found, the bid shall be declared as non-responsive.

C. Technical details and proposals submitted by the bidders shall be critically examined in line with objectives & scope of work along with all the documents submitted.

AVVNL shall prepare the list of qualified bidders on the basis of above criteria and accordingly notified through e-portal for opening of financial bid.

13.2 2nd Stage: Financial Bid Evaluation:

The Financial Bids which are opened shall be evaluated. The Ajmer Discom will correct arithmetical errors during evaluation of Financial Bids on the following basis:

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Ajmer Discom there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.
4. If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.

Except as provided in sub-clauses (1) to (4) herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

13.1.5 The bids will be evaluated and awarded as per the evaluation criteria that “The Bidders having lowest financial quote during Financial Bid Evaluation shall be considered as the L1 Bidders”.

13.1.6 The Bid Security Declaration of the other technically qualified Bidders shall be returned after 15 working days from the date of signing of Contract by the Discom with the successful Bidder.

14. CONFIDENTIALITY

14.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.

14.2. Any attempt by a bidder to influence the tendering authority or other officials of Discom in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions shall result in the rejection of his bid.

14.3. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, he is allowed to do so in writing.

15. NON-MATERIAL NON-CONFORMITIES

Provided that a bid is substantially responsive, the Tendering Authority may request the bidder to submit the necessary information or documentation provided that the required information was in existence as on date of opening of bid. No new information created after opening of bid shall be considered, within a reasonable period of time, to rectify omission in the bid related to requisite documents.

16. DISQUALIFICATION

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process on following grounds

- i. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of Bid, at their own.
- ii. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the Discom at least for one year.
- iii. The Bidder has been disqualified from any other Discom for any violation of code of conduct.
- iv. In case of bidder not adhering to the format of financial offer given with this document the bid / offer may be rejected / non-responsive.
- v. In case of any mis-apprehension at bidder level which may lead to wrong price bidding, Discom reserve the right to reject the bid or take necessary loading / unloading to arrive the correct price as per aspersions of Discom / tender specification. Accordingly the bidders are advised to ask to clarify about any mis-apprehension before bidding. No excuse shall be considered in this regard.
- vi. Does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- vii. During validity of the bid or its extended period, if any, increases his quoted prices.
- viii. Has imposed conditions in his bid.
- ix. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- x. Has been black listed, by any utilities of India during Last 5 financial years.

- xi. Has submitted bid which is not accompanied by required documentation and Bid Security /Tender document fees/Processing fees.

Note: Bidders may specifically note that while processing the bid documents, if it is found, expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two years from participation in any of the bids floated by any department, Govt. of Rajasthan.

17. AWARD OF CONTRACT

17.1 ACCEPTANCE OF THE TENDER/BID AND NOTIFICATION OF AWARD

- 17.1.1. After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Letter of Intent (LOI).
- 17.1.2. The Successful Bidder (s) shall send an acknowledgement the LOI to the Discom, post which Discom shall prepare and send a detailed work order to the Successful Bidder (s). In case, the Successful Bidder (s) refuses at the issue of LOI, the intent to perform the scope of work, it shall be rejected with forfeiture of its Bid Security and offer may be extended to the L2 Bidder and so on.
- 17.1.3. Discom shall issue Work Order to the Successful Bidder requiring him to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, Bid Security of such Bidder shall be forfeited and Tendering Authority of Discom may consider the next ranked bidder.
- 17.1.4. Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within 7 working days.
- 17.1.5. Submission of Performance Bank Guarantee as required to be submitted under the Contract within 15 working days.
- 17.1.6. Signing of the Contract (based on the terms & conditions of this Tender Document) with the Discom within 15 working days after issue of Contract format by Discom to the Successful Bidder. In case any of the party (Discom and the Successful Bidder) is unable to sign the Contract within 15

working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.

17.1.7. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date. It is discretion of bidder to accept the extension or not. Those bidders who do not accept shall be discontinued from the bid process and their Bid Security may be refunded.

17.1.8. Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.

17.1.19 Award Criteria:

L-1 Bidder will be awarded 100% quantity.

Note: Wherever there are more than one bidder quoting the same price at any level, their ascending order would be determined on the basis drawl of lottery in presence of the bidder who wishes to be present.

18. SIGNING OF CONTRACT

18.1. The successful bidder will, on receipt of Work Order from the Discom enter into a contract with the DISCOM by jointly signing the Contract.

18.2. The draft of the Contract based on the terms & conditions, detailed in Section-IV will be forwarded to the successful bidder for execution by the Discom.

18.3. The Contract will be signed with in fifteen days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

19. RESERVATION OF RIGHTS

To take care of unexpected circumstances, Tendering Authority shall reserve the rights for the following:

- i. Extend the last date & time for submission of the bids.
- ii. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- iii. To reject any bid without assigning any reasons.
- iv. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.

- v. Seek the advice of external consultants to assist Ajmer Discom in the evaluation or review of bids.
- vi. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- vii. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.

Note: Direct or indirect canvassing on the part of the Bidder or his representative would be a ground for disqualification of such Bidder from this process.

20. LACK OF COMPETITION

A situation may arise where, after evaluation of Bids, the Tendering Authority may end-up with one responsive bid only. In such a situation **the Tendering authority act as per RTPP Rule 2013 CLAUSE 68 “Lack of Competition”**

21. GENERAL

- 21.1 Discom does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- 21.2 The fact of submission of bid to the Ajmer Discom shall be deemed to constitute an agreement between the Bidder and the Discom whereby such bid shall remain open for acceptance by the Discom and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the Discom, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the Discom, until formal contract of the same bid has been signed between him and Discom in replacement of such agreement.
- 21.3 The successful bidder will have to sign the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/ Bid, interpretations as may be advantageous to Discom may be taken, if satisfactory clarification is not furnished within the prescribed period.
- 21.4 Discom will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- 21.5 Ajmer Discom reserves the right to:
 - Reject or accept any bid.
 - Cancel the bid process and reject all applications.

Ajmer Discom shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

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SECTION - IV TERMS & CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanctioned by the Ajmer Discom. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and conditions of this Tender Document mentioned hereunder:

1. DEFINITION OF TERMS:

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction. "Discom / Ajmer Discom" shall mean the Ajmer Vidyut Vitran Nigam Limited or AVVNL, represented by Chairman/Managing Director and shall include their legal personal representative, successors and assignees.
- 1.2 The "Bidder" shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the tender in response to "Invitation of Tender".
- 1.3 The "Agency" shall mean the Bidder whose Bid has been accepted by Discom and shall include its heirs, legal representative, successors and assignees approved by the Discom.
- 1.4 The "Chairman/Managing Director" shall mean the Chairman/Managing Director, Discom.
- 1.5 The "Engineer" shall mean the Chief Engineer, Dy. Chief Engineer, Superintending Engineer, Executive Engineer, Assistant Engineer, Discom or other Engineer or Officer for the time being or from time to time duly authorized and appointed in writing by the customer to act as engineer or Inspector for the purpose of the contract. In case where no such engineer has been so appointed, the word "Engineer" shall mean the Discom or his duly authorized representative.
- 1.6 "Works" mean and include the work or works to be done by the Agency under the contract.
- 1.7 The "Contract" shall mean and include the following:
 - i. Notice Inviting Tender
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. Bid Security Declaration.
 - v. Letter of Intent and its acknowledgement.
 - vi. Security Deposit/ Performance Guarantees.
 - vii. Detailed Work order.

- viii. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
 - ix. The agreements to be entered as per Tender Document.
 - x. Requisite Power of Attorney in favor of the authorized signatory of the Bidder.
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- 1.8 The “Specification” shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
 - 1.9 The Month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
 - 1.10 The “Site” shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
 - 1.11 “Acknowledgement of Letter of Intent” shall mean the Bidder’s letter conveying his acceptance of it being successful bidder and its intent to perform the contract.
 - 1.12 “Acknowledgement of Work Order” shall mean the Bidder’s letter conveying his acceptance of the tender as per the terms and conditions as been stated therein.
 - 1.13 The “Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
 - 1.14 “Letter of Intent” Letter issued by Discom to the successful bidder informing him that the bidder is successful bidder.
 - 1.15 “Work Order” shall mean the Discom’ letter which may be issued in the way of letter containing detailed terms and conditions of the work and such other particulars which the Discom may like to convey to the Agency pending signing of a formal written Contract.
 - 1.16 “Writing” shall include any manuscript type written or printed statement under or over signature or seal as the case may be.
 - 1.17 The Work “Codes” shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Rajasthan on the date of Letter of Intent with such special modification thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Rajasthan.

1.18 Works importing “PERSON” shall include firms, Companies, Corporations and other bodies whether incorporated or not.

1.19 Words importing the singular only shall also include the plural and vice version where the context requires.

1.20 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

2. **CONTRACT:** After the selection of successful bidder, Discom will issue Letter of Intent and subsequently a detailed Work Order to such bidder. A contract shall be entered between Discom and the successful bidder.
3. **CONTRACT VALUE:** Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.
4. **CONTRACT PERIOD:** The contract period shall be commencing from the date of award of contract and shall valid for period of 3 years from the completion of Implementation and rollout schedule mentioned in this RFP.
5. **IMPLEMENTATION PERIOD:** The implementation schedule shall be as per “Detailed Scope of Work” section of this document.
6. **TERMINATION OF CONTRACT:** The agreement can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination which will be approved by the competent authority of AVVNL.
7. **FALL BACK ARRANGEMENT:** In the event of failure of the Agency to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract, Discom shall interalia have the right, at any time to resort to fall back arrangement. Under such arrangement, Discom shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with Discom, the losses suffered due to such failure. If the BGs & other holding of agency is insufficient, the Agency shall pay the difference to Discom failing which Discom shall have right to recover the sum through legal or other means.

The Discom shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through

any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

The Discom shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to the any Discom(s) at least for one year.

8. DEBARMENT

- a. A bidder shall be debarred by the Ajmer Discom if the bidder has been convicted of an offence
 - i. Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. Under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c. A bidder debarred shall be debarred by the Ajmer Discom if the bidder fails to fulfil its obligations, duties and responsibilities as per the terms & conditions of the Contract. The bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- d. If the Ajmer Discom finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” in RTPP Act -2013, it may debar the bidder for a period not exceeding three years.
- e. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the Ajmer Discom for a period not exceeding three years.
- f. The Ajmer Discom shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

9. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:

- a. The contract agreement shall require the agency to cooperate in handing back MIS reports and all utility specific data including archives (if any), or any other material/equipment and its access provided by Discom after termination of agreement.
- b. Upon termination of the Contract, the Agency's authority to act in the area shall immediately cease. In order to smoothen the handing over process and not hampering the work, Discom shall arrange to award the Contract to other firm or may execute the work departmentally at-least 1 months before expiry of this Contract, the Agency/Discom staff may require to work along with the new agency/ Discom staff for remaining period of Contract to enable the new agency/Discom staff to understand the process.

10. PERFORMANCE BANK GUARANTEE:

- 10.1. A Performance Bank Guarantee equivalent to 2.5% (Two and half percent) of Work order value / Performance Bank Guarantee for MSME situated in Rajasthan classified under Section 7(1) of MSME Development Act 2006 shall be 0.5% of work order value shall be provided by the Successful Bidder within 15 days of receipt of Work Order from Discom, in cash or by crossed Bank Draft or by way of Bank Guarantee. The Performance Bank Guarantee (on appropriate non judicial stamp paper of GoR) shall be valid for three months in addition to the entire contract period. In case if the successful bidder provides a Performance Bank Guarantee for shorter duration then it would be the sole responsibility of the Successful Bidder to get the Performance Bank Guarantee extended well in advance to maintain the validity time. Discom may invoke the Performance Bank Guarantee without giving any information if validity of such Performance Security expires.
- 10.2. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank located in Rajasthan. The Agency may furnish Bank Guarantee on stamp paper of Rajasthan state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Rajasthan State.

11. AGENCY TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of its signing. The bidder shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also it shall deemed to have satisfied himself with the nature and character of the work to be executed and where necessary,

of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Discom or the Engineer shall not in any way relieve the bidder from his responsibility for the said scope of work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the equipment.

12. CONTRACT DOCUMENTS

The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail.

The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfillment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Rajasthan State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the bidder. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof.

Such complete agreement form along with the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the Discom within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the Discom shall be sent to the bidder for his reference.

The contract documents shall mean and include the following:

- i. Contract agreement.
- ii. Notice Inviting Tender.
- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. Bid Security Declaration.
- vi. Letter of Intent and its acknowledgement.
- vii. Security Deposit/ Performance Guarantees.
- viii. Detailed Work order & its annexure.
- ix. Addenda that may hereafter be issued by the Discom to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the Discom.
- x. The agreements to be entered as per Tender Document.

- xi. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.
- xii. Service Level Agreement on non judicial stamp paper of worth Rs. 500 /-.

13. CHANGE OF AREA/QUANTITY

The owner reserves the right to increase/decrease the any item/service from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. In case any item is deleted from the scope of work, the value of contract will be reduced accordingly.

14. GIFTS AND COMMISSIONS ETC.

Any gift, commission, or advantage given, promised or offered by or on behalf of the bidder or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Discom, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the Discom resulting from any cancellation. The Discom shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Agency under the contract.

- 15. SAFETY OF SYSTEM:** The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of software, documents, data and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to Discom in good working order on completion of the contract or time to time basis as per scope of works as and when required by the Discom. Agency shall compensate to Discom any loss suffered by Discom due to default of the agency in this respect.

- 16. MAINTENANCE OF FACILITIES AND PERSONNEL:** The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the Tender document.

16.1. NODAL OFFICER FOR EXECUTION OF PROJECT: After award of contract, to interact between the AVVNL and Agency, Discom shall appoint a Nodal Officer if required. Similarly, the Agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from his side.

16.2. The Agency shall deploy exclusive supervisory and other personnel for efficient management of the work under contract. Apart from the personnel specified in the scope of work. However this contract is on service model, Agency shall be responsible for

smooth & timely execution of work by appointing sufficient number of manpower.

16.3. Nodal officer/Manager or an alternate shall be available for communication during 10 am to 5 pm.

16.4. Agency shall not change the Manager/nodal officer, provide that he has not left the service.

16.5. Agency shall immediately inform the respective office about any change of personnel/contact numbers through Email and post.

17. AGENCY'S RIGHTS: The Agency will be given rights to operate in the area during the Contract period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the Contract.

18. CONTRACT AGREEMENT (ON APPROPRIATE NON JUDICIAL STAMP PAPER):

18.1. The Contract shall set out specific events of default by one party that will entitle the other party to terminate the Contract. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

18.2. The Contract can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination.

18.3. Agency shall indemnify Discom against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

19. NON-DISCLOSURE AGREEMENT

The Firm shall not, either during the term or afterwards, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The Agency shall enter into Non-Disclosure Agreement with Rajasthan Discoms.

20. GST: The payment of GST shall be made only on furnishing the following certificate, which may be affixed on the bills preferred, or the material Supplied.

GST CERTIFICATE

- i) Certified that the goods on which GST has been charged have not been exempted under the central GST Act and that the charges on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under and that in case of supplies against regular contract, the relevant bidder also includes a specific provisions that the sales-tax is payable by the A.V.V.N.L.
- ii) Certified further that we-----are registered as dealers in the state of-----under registration no. -----for the purpose of GST.
- iii) Certificate for RST as per Rajasthan GST Act and (c) form(s) as per GST Act will be issued by the Sr. Account Officer(CPC), AVVNL, Ajmer to the bidder on his request on completion of the entire supplies under order and on furnishing the copies of the relevant invoices together with the above declaration certificate.
- iv) In no circumstances certificate for RST and “C” form shall be issued along with letter of acceptance/purchase order and shall not be demanded by the bidder through bank on presentation of the dispatch documents.
- v) In case the GST tax assessment of the bidder(s) become due become completing the entire supplies against the order, certificate for RST and C Form (s) for the supplies made shall be issued on specific request of the bidder made at least 10 days before the due date of sales-tax assessment on fulfilling the requirement of sub Clause(s).

21. Payment Terms:

The agency has to submit an invoice to the SE (IT), Ajmer Discom in triplicate for the entire area of the scope on rates indicated in the Work Order Award. The invoice has to be raised for the SMS Services provided during the previous month. Monthly payment shall be made as per actual volume (delivered SMS), on submission of pre receipted bill along with all the reports containing details of SMS delivered by them with bifurcation of successful, unsuccessful and pending messages to Nodal officer of AVVNL. The agency has to submit approval letter/ verification/reports of respective scope of work etc. along with the invoices and bank account details including name of bank, Branch address, IFSC Code & account no.

After placing Work Order and furnishing security/performance bank guarantee, the first notification to release payment shall be issued by the SE IT Ajmer, Discom subject to compliance of all the provisions of the RFP/Work Order/Contract Agreement.

Monthly payment shall be released on submission of monthly invoice in triplicate, address to SE (IT) AVVNL, Ajmer after deduction of applicable SLA Penalties; same shall be released by Sr. AO (CPC),

AVVNL, Ajmer within 30 days after approval from SE (IT), AVVNL, Ajmer.

Note: Payment will be made only for Successful SMS delivered.

The following delivery failure cases will be excluded in the calculation of delivery percentage:

- a. Inbox full
- b. International Roaming
- c. Mobile Number blacklisted
- d. Mobile Switched Off
- e. Mobile Out of range/ out of Network coverage
- f. Invalid Mobile Numbers

Note: All cost should be included in per SMS cost as specified in “BOQ” no other cost shall be provided to bidder for any work as specified in RFP for the entire contract period.

- **PENALTIES/ SLA (Service Level Agreement)**

SLA shall be monitored on monthly basis. Minimum uptime for SMS Gateway network availability for SMS submission/delivery is 99%.

Sr. No.	SMS Gateway Availability (Uptime) %	Penalty
1	SLA 99% and above	NIL
2	SLA Below 99%	[(100-Availability of SMS Gateway in %) X 2] per cent of monthly invoice amount without GST/taxes.

- Penalty shall be deducted on late delivery of SMS as under:

Sr. No.	SMS Late Delivery	Penalty

1	Delivery of Bulk SMS within 24 hours from trigger of corresponding event of SMS generation.	NIL
2	Delivery of Bulk SMS after 24 Hours from trigger of corresponding event of SMS generation.	Cost Deduction per SMS as per offered price mentioned in Work order and in addition to this penalty of @ 2 Paisa per SMS from monthly invoice amount without GST/taxes.
3	Delivery of single SMS (OTP and other services) after 2 Minutes from trigger of corresponding event of SMS generation.	Cost Deduction per SMS as per offered price mentioned in Work order and in addition to this penalty of @ 2 Paisa per SMS from monthly invoice amount without GST/taxes.

- o Penalty shall be deducted on undelivered SMS as under:

Sr. No.	Undelivered SMS	Penalty
1	Till 5% of total SMS generated in billing month.	NIL
2	More Than 5% of total SMS generated in billing month.	Cost Deduction per SMS as per offered price mentioned in Work order and an additional penalty of @ 2 Paisa per SMS from monthly invoice amount without GST/taxes.

Note: The total penalty for a month shall be subjected to maximum of 10% of total monthly billing.

Note: In case SMS Gateway availability is below 90%, AVVNL Reserve the right to terminate the contract & forfeit the Performance Bank Guarantee.

- **DELIVERABLE TIMELINES**

S. No.	Particular of activity	Time schedule desired	Penalty
1	Bidder should complete required integrations with all	Within 30 days from the date of awarding	Rs. 10,000/- (Rupees Ten Thousand) per

	the on-going and upcoming IT Projects/Applications.	contract (as per detailed work order).	day will be levied on Agency up to maximum of 10% of the contract value.
--	---	--	--

Note: After 60 days from the date of Work order, AVVNL reserve the right to terminate the contract and forfeit the performance bank guarantee of the successful bidder if Bidder fails to execute the project.

22. PRICE VARIATION:

On request of firm with supporting documents the price variation shall be applicable as per TRAI regulations or any changes in the norms given by Govt. of India/Govt. of Rajasthan affecting the offered price against the unit rates mentioned in the Contract/Work Order.

After mutual consent on terms and conditions and approval from SE (IT), AVVNL .The revised rates shall be applicable for ensuing months only.

In this regard SE(IT), AVVNL/ Nodal Officer shall issue notification to all payment authorities.

23. GOVERNING LAWS AND JURISDICTION: The Indian Law shall govern the agreement. Only appropriate courts in Ajmer shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

24. JURISDICTION FOR LEGAL PROCEEDINGS: The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Discom HQ. All disputes, differences questions whatsoever arising between the Discom and the agency upon or in relation to or in connection with the Contracts shall be deemed to have arisen at Discom Head Quarter only and no court other than court at Ajmer, Rajasthan shall have jurisdiction to entertain or try the same.

25. SETTLEMENT OF DISPUTES: In any time any question, dispute or difference what so ever which may arise between Discom and the Agency, the same shall be decided by CMD/MD of Discom or by the settlement committee constituted by him and shall be final and binding on both the parties.

The Discom has constituted settlement committee to settle the disputed cases. For the disputed amount up to Rs. 3.00 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than Rs. 3.00 Lac the case shall be referred

to the corporate level settlement committee. The non-refundable fees for referring the case to the settlement committee are as given below or prescribed time to time:

- Reference fee for CE level settlement committee - Rs. 500/-
- Reference fee for corporate level settlement committee-Rs. 3000/-
- Fee for review of cases by corporate level settlement committee-Rs. 5000/-
- The settlement committee fees as shown above or prevailing at that time shall be deposited in cash with the concerned Sr. AO(EA & Cash), AVVNL, Ajmer.

- 26. CONDUCT OF AGENCY'S STAFF:** If any of the Agency's employees shall, in the opinion of Discom, is guilty of any misconduct or incompetence or negligence, then if so directed by Discom, the Agency shall at once remove such employee and replace him by an equally qualified and competent substitute.
- 27. LIEN:** In case of any lien or claim pertaining to the work and responsibility of the Agency for which Discom might become liable, it shall have right to recover such claim amount from the Agency.
- 28. FORCE MAJEURE CONDITIONS:** If at any time during the currency of the Contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by Ajmer Discom provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the Ajmer Discom as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the bidder shall immediately inform about the same to the Discom in which case the Discom reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the bidder.
- 29. COMPLETENESS OF CONTRACT:** The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material and clearing all dues towards the agency as specified in this document and certified by SE (IT), AVVNL, Ajmer.

30. SUSPENSIONS OF WORKS: The Discom shall not be liable to pay the Agency any compensation whatsoever arising from suspension of specified work or for idle labour.

31. DEATH BANKRUPTCY ETC.:

31.1. If the Agency shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the Agency or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the Discom and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the Discom subject to his or their providing such guarantee as may be required by the Discom but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the Agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may by terminated by the Discom by notice in writing to the Agency and the same power and provisions reserved to the Discom as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.

31.2. Change of name of the Agency at any stage after Bidding Process, the Discom shall deal the same as per prevailing rules of the Discom.

32. COMPLETENESS OF PROPOSAL: The tender should be complete with all details of illustrative and descriptive literature and drawings. The bidder shall furnish the complete technical details of the equipment. Information regarding the country of manufacture or origin of materials used in the manufacture of the articles should be furnished. The proposal should include all minor accessories even though not specifically mentioned in this specification but which are essential for the complete functioning of the entire work as specified in the scope of the work. The bidder shall not be eligible for any extra charges in respect of such minor accessories though not included in the tender and shall be handed over to AVVNL on the expiry/ termination of the contract.

33. RULES & REGULATIONS: The job shall be carried out as per the rules, regulations and other details for the system as prevailing in Discom, which shall be made available to the Agency. These rules and regulations may be modified by Discom from time to time and would be intimated to the Agency for incorporating the same into the System during the currency of Contract.

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

34. FAILURE TO EXECUTE THE CONTRACT: Agency failing to execute the order placed on them to the satisfaction of Discom under terms and conditions set forth therein, will be liable to make good the loss sustained by the Discom, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Penalty/ Liquidated Damages and forfeiture of Performance Security.

35. NON-ASSIGNMENT: - The Agency shall not assign or transfer the contract or any part thereof to any other agency/ personnel during the contract period.

36. EFFECTING RECOVERIES: Any loss, arising due to non-fulfilment of this contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the Discom from this Contract.

37. CLIMATIC CONDITIONS: The system are for use in various geographical area of Discom and should be satisfactory for operation under tropical conditions of Rajasthan and shall be able to maintain the desired output and withstand a wide range of temperature & climatic experience in the area under scope.

38. Appeal: If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities:-

Sr.	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman & Managing Director, Rajasthan Vidyut Utpadan Nigam Ltd, Vidyut Bhawan, Jaipur .
2	Second appeal	Energy Department, Government of Rajasthan

The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.

Fee for appeal: Subject to rule 84 of the RTTP Rule 2013 the fee shall be as under:

a. For First Appeal: Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)

b. For Second Appeal: Rs. 10,000/- (Rupees Ten Thousand Only)

It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr. AO (EA & Cash), AVVNL, Ajmer.

Note: - In case anything contained in the Tender Document differs from the RTPP ACT/ RULES then interpretation & provision contained in the RTPP ACT/RULES shall be final and the bidder shall be abiding there upon.

39. RIGHT TO VARY QUANTITY: -

1. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
2. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract

-----XX-----

SECTION – V SCOPE OF WORK

1. BRIEF

AVVNL requires **Short Messaging Service (SMS) Solution** to be hosted by the service provider to generate SMS for AVVNL employees/consumers to predefined numbers through various IT applications. Mobile numbers of consumers are already collected by our internal processes and implemented in our Software Applications. At present Approx. 1.80 Crore SMS/month is being delivered which is likely to be increased in future. Consumer base of AVVNL is around 50 lacs with 10% annual growth.

Any Integration required for providing this facility will have to be done by the service provider. The system should support all features based on the following functional blocks:

- a. Session Management.
- b. Application Management
- c. Interface Management in form of web portal
- d. Service Definition Module
- e. MIS Reports (Dashboard and custom reports)

2. DETAILED SCOPE OF WORK

The API provided for SMS PUSH services shall be used by multiple applications within AVVNL. The service provider should have Bulk SMS inbuilt functionalities such as:

Bulk Push requirement: Bulk SMS sending should be provided through Graphical User Interface (GUI) and API (Application Program Interface).

This connectivity should come with Username and password so that it can be integrated with AVVNL applications.

The messaging Platform must support transmission of large-scale Messages to multiple users in multiple mobile networks.

The following conditions for Push Message – gateway application Web GUI should also be fulfilled:-

- a. The application must allow scheduling of messages. There must be configuration options to allow automatic rescheduling of messages that could not sent in a working day.
- b. The application must be able to support multiple upload formats like CSV, excel, XML and via a Web UI.
- c. Application must support Unicode character/format for SMS.

- d. The application must have the ability to create and manage groups. Further, it must be possible to send messages to groups directly without having to enter the individual numbers again.
- e. The application must support the creation of user defined message templates.
- f. Application & MIS should open on popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- g. The SMS must be securely delivered to the end users.
- h. There should be facility for sending SMS to individual numbers or groups. It should also include creating of groups and creating SMS service for each of the groups.
- i. Provision for cancellation of SMS queue.

2.1 Service Integration:

A. Network based Solution:

The service provider should provide a WEB based URL. This URL (GUI) should be provided with secure access for sending SMS through SMS gateway to predefined mobile numbers/groups.

- a. SMS gateway should send back an acknowledgement after delivery on the webpage.
- b. The application should be able to handle load upto 1000 sms/sec. Application should work smoothly and able to send SMS efficiently specially on occasions/holidays/festivals etc.

2.2 Group SMS Facility

The Group SMS facility should exist as follows:

I. Creation of groups:

Groups can be created using web interface. While creating a group logical name and any relevant details can be given to a group and any number of MSISDN (Mobile numbers) may be added to it.

Adding the number in Group: Mobile numbers may be deleted or added or modified with proper validations such as numeric, Uniqueness and length etc. at any time using the web interface.

II. Group SMS:

While sending the SMS, selection of the group and to edit the SMS text facility should exist. SMS has to be sent to all the group members. At the same time, same message may be send to multiple

groups.

2.3 APPLICATION

The application should support

- i. Service provider should be able to send SMS to respective mobile numbers of GSM, CDMA or any other network of any service provider in India.
- ii. Type of interface supported for Individual / BULK SMS: **HTTP & SMPP.**
- iii. Method of providing mobile phone numbers: **TXT** files with list of mobile numbers or URL based.
- iv. Type of connectivity between AVVNL and Service provider: **Internet.**

2.4 MIS REPORTS

- i. Successful SMS delivery on monthly basis with mobile numbers.
- ii. Mobile number and message list where SMS could not be delivered for each transmission with reason for failure “Inbox full”, “International Roaming”, “Mobile Number blacklisted”, “Mobile Switched Off”, “Mobile Out of range/ out of Network coverage” and “Invalid Mobile Numbers” or other as applicable.
- iii. Online web-based tools should be provided for MIS reports.
- iv. Month wise List of DND Numbers with relevant details should be provided.
- v. Month wise Report to be provided regarding the undelivered messages with specific reason against each message.
- vi. Month wise Report to be provided regarding the count of messages being generated and sent against various templates of AVVNL applications.
- vii. The application must be able to provide daily and monthly summary reports that show the delivery performance including average time to submit request and successful deliveries.
- viii. Any other default live reports, standard reports or any report as desired by AVVNL in various formats such as Excel, PDF and CSV Etc.

2.5 Following additional conditions should also be fulfilled:-

- i. The successful bidder has to demonstrate the feature of API GUI & MIS reports before commissioning of SMS Gateway.
- ii. AVVNL will not enter into any contract with any third-party telecom service provider. The successful bidder shall be the single point of contact.
- iii. Service provider should be able to send SMS to all

GSM/CDMA/2G/3G/4G or higher mobile users in India with sender id "AVVNL" or any other id as defined by AVVNL.

- iv. Type of connectivity between AVVNL and Service provider: Internet.
- v. Check should be properly imposed to avoid Duplicate/ Multiple SMS Delivery to customers.
- vi. The SMS gateway application should allow sending SMSs to subscribers of all service providers in India.
- vii. The SMS gateway PUSH SMS application should be able to send messages at different priority levels. In case the total number of messages to be sent exceeds the capacity promised, messages should be sent first as per higher priority and then following a FIFO rule. Other messages must be en-queued.
- viii. The SMS gateway PUSH SMS application must have the ability to set working hours and working days.
- ix. The Solution should offer configurable mechanism in terms of number of retries & time duration for each retry for messages that could not be delivered immediately.
- x. Online Mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push services & Delivery of Push SMS along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.
- xi. The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, No of Push Messages sent.
- xii. The successful bidder shall demonstrate the Dashboard functionality & Reports format to AVVNL before commissioning of SMS gateway services.
- xiii. Setup and configuration of Promotional Bulk SMS account for AVVNL as per the details received from AVVNL like Sender ID, SMS Template etc. for all the current and future Software Applications.
- xiv. It is Bidder responsibility to get all types of clearances, license requirements from Government and all the concerned regulators for smooth & hassle free functioning of SMS services. It is responsibility to complete all the statutory / regulatory compliance and any liaising requirements.
- xv. AVVNL shall have full-undisputed discretionary rights to add or reduce the scope of work/area of interest as per its requirements and Bidder will have to comply accordingly. Anytime during the contract period, AVVNL may modify its business process/workflow as per its requirements and bidder will have to comply with it

without any adverse commercial implication.

- xvi. It will be the responsibility of the successful bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory / Regulatory bodies, if any.
- xvii. DND compliance will be the sole responsibility of the bidder/ service provider.
- xviii. SMS should reach the recipient in the format as sent by the sender.
- xix. It is the responsibility of the bidder to change/ upgrade/ customize its infrastructure / solution at all levels for ensuring the compliance to statutory bodies/regulatory guidelines from TRAI etc. without any extra cost to AVVNL.
- xx. Bidder should retrieve & provide the required data within 24 hours of receiving the request in this regard from AVVNL.
- xxi. Bidder shall maintain the data with regard to SMSs sent for at least 01 Year. The data maintained should have the following fields:
 - a. Mobile Number
 - b. Complete message Text
 - c. Message category
 - d. Operator
 - e. Circle
 - f. Sender name/ID
 - g. Date/ Time of SMS sending intimation generated by AVVNL Applications
 - h. Date/ Time of SMS Received at the gateway
 - i. Date /Time of SMS send to the operator
 - j. Date/ Time of SMS delivered to the end subscriber
 - k. Final Delivery Status of the SMS
 - l. Delivery Status Description

SECTION-VI ANNEXURES COVERING FORMATS OF SUBMISSION OF BIDS

ANNEXURE 1: FORMAT FOR COVERING LETTER OF BID

Cover Letter

(To be furnished by the bidder on the letter head. It has to be submitted complete with all enclosures).

**The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar Ajmer-305001**

SUB: Submission of Bid for the work of “For Providing BULK SMS Gateway (Push SMS) Services For AVVNL” against TN-IT-42”.

Dear Sir,

We hereby submit our bid for work of **“For Providing BULK SMS Gateway (Push SMS) Services For AVVNL” against TN-IT-42.**

We are submitting our bids for with complete set of enclosures.

We are submitting our Bid as the Bidding company

We agree for execution of tendered work as per the terms & conditions as specified in this Tender Document.

We also agree that:

- 1) The prices as mentioned in BOQ. if the tax part provided in BOQ will be considered part of Ann-I.
- 2) The prices quoted are valid for a period of 90 days from the date of opening of “Financial- bids”
- 3) The quoted / agreed prices are inclusive of the following charges:
 - Enclose details of taxes included in the prices

S. No.	Name of Tax/Charges	Rate of Tax/Charges

- 4) We also understand that the quantities mentioned in the price schedule shall be meant for bid evaluation; however, payment shall be made us on the basis of actual work.
- 5) We have noted the standard terms of payment and undertake to abide by the same.
- 6) We understand that conditional offers are likely to be rejected

- 7) The execution of work shall strictly be in accordance with work completion schedule as given in the Contract. In case we fail to complete the work as indicated therein we shall be liable to pay penalty as per Tender Document.
- 8) The material supplied by us shall conform your specification
- 9) We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is no deviation. Such acceptance has also been confirmed in prescribed schedules.
- 10) We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 11) Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 12) We understand that the quantity mentioned in the financial schedule is just for evaluation purpose and except the fixed monthly charges all charges shall be paid on actual work basis.
- 13) We understand that Ajmer Discom reserves the right to invite detailed proposals from any private entrepreneur-company; irrespective of the fact whether the company or entrepreneur has been pre-qualified.
- 14) We also understand that the Ajmer Discom reserves the right to reject any or all of the bids without assigning any reason thereof.
- 15) We undertake that we have a software/testing solution/equipments which may be readily fine-tuned to the requirements of Discoms.

We agree to abide by all the conditions governing the proposals and decisions of the Ajmer Discom.

Enclosed: (Annexures)

Thanking you,

Yours faithfully,

Designation_____

Date:

(Signature of the Authorized Signatory)

ANNEXURE 2: GENERAL PROFILE OF THE BIDDER

(To be furnished on Bidder's Letterhead.)

Kindly attach a copy of latest RoC to substantiate the information furnished against general profile of the bidder.

Details	Responses
Bidding Entity Nature	
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	
Local offices as per Service requirement of Bid	

(Please enclose the ownership structure of the company, Incorporation Certificate, MOA, AOA duly attested by Company Secretary/ Director of the Company).

ANNEXURE 3: FINANCIAL CAPABILITIES

(To be furnished on Bidder's Letterhead.)

DETAILS OF FINANCIAL CAPABILITY

S. No	Financial Year	Turn Over (In INR)	Whether Net Worth Positive or NOT ? (Yes/No)	Whether Net Profit earned or not? (Yes/No)
1	FY 2017-2018			
2	FY 2018-2019			
3	FY 2019-2020			

(Turnover / Net Worth/ Net Profit shall be as per the currently applicable accounting standards prescribed by Institute of Chartered Accountants of India)

We hereby certify that the above information is correct.

(Signature of the Statutory Auditor of the Bidder)

(Note: Enclose audited Financial Statements/ Annual Report of the aforementioned FYs duly signed by the Chartered Accountant).

ANNEXURE 4: SCHEDULE OF DEVIATIONS

(To be furnished on Bidder's Letterhead.)

Technical Deviations

S. No	AVVNL's specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		

Commercial Deviations

S. No	AVVNL's specification clause	Deviation sought by the bidder
1		
2		
3		
4		
5		
6		
7		

Note: In case of no deviation bidder must mention NIL .

**ANNEXURE 5: CONFIRMATION OF "NO DEVIATION" IN
TECHNICAL / COMMERCIAL TERMS AND CONDITIONS OF
THIS TENDER**

(To be furnished on Bidder's Letterhead.)

Bidder's Name & Address:

To
The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar, Ajmer
Ajmer-305001

Dear Sirs,

Sub: Confirmation for "No Deviation" in Technical / Commercial terms & conditions of " **For Providing BULK SMS Gateway (Push SMS) Services For AVVNL" against TN-IT-42.**

We hereby confirm that there is no deviation in technical / commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 6: SCHEDULE OF COMPLETION

S. No	Particular of activity	Time schedule desired	Time Schedule quoted
1.	Bidder should Complete all the required integrations with all the on-going IT/upcoming Projects/ Applications.	Within 30 DAYS from the date of work order	

Note: Time schedule quoted more than desired time schedule will be treated as deviations

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

**ANNEXURE 7: UNDERTKAING FOR VARIOUS
INFORMATION FURNISHED**

(To be furnished on Company Letterhead on Non Judicial Stamp Paper of Rs 100 /-)

Bidder's Name & Address:

To
The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar,
Ajmer-305001

Dear Sir,

Sub: Undertaking for various information against TN-IT-42.

We hereby confirm that that all the information against all the schedules, Annexures and all other Certificates etc. furnished are correct and if in future Discom discover that any information furnished is not true, same may lead to the rejection of bid or termination of contract.

(Signature).....

Date :

Place :

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE 8: BIDDERS'S AUTHORIZATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

To,

The Superintending Engineer (IT)
Ajmer Vidyut Vitran Nigam Limited
IT Cell, Naka Madar
Ajmer-305001

[Reference No.]

I/ We <Name/ Designation> hereby declare/ certify that <Name/ Designation> is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

**ANNEXURE 9: POWER OF ATTORNEY IN FAVOUR OF
AUTHORIZED SIGNATORY OF THE BIDDER**

(To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity)

Will be shared Post Bidding for contract documents.

ANNEXURE 10: FORMAT OF BID SECURITY DECLARATION

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of 50 Rs.)

Date :

Bid No:

Alternative No. :

To:

We the undersigned declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

-----x-----

**ANNEXURE 11: FORMAT OF BANK GUARANTEE FOR
PERFORMANCE SECURITY**

Will be provided to the Successful Bidder

ANNEXURE-12: SELF DECLARATION-NO BLACKLISTING

(To be furnished on company letterhead on Non Judicial Stamp Paper of Rs 100 /-)

To,
The Superintending Engineer (IT),
Ajmer Vidyut Vitran Nigam Limited,
IT Cell, Naka Madar
Ajmer-305001

In response to the NIT Ref. No. _____ dated
_____ for {Project Title}, 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 Discom; 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;
- b. is 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.
- c. does not have any previous transgressions with any entity in India or any other country during the last three years does not blacklisted by any of the Central/State power utilities in India for fraudulent and corrupt practices is 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;
- d. does not have, and our directors 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 contract within a period of three years preceding the commencement of the contract, or not have been otherwise disqualified pursuant to debarment proceedings;
- e. Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- f. Will comply with the code of integrity as specified in the bidding document.
- g. 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 GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Thanking You,

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for and on behalf
Of.....

Seal of the Organization: -

Date.....

Place.....

ANNEXURE-13: QUALIFICATION REQUIREMENT

The Bidder must possess following credentials prescribed as Pre-Qualification Criteria. If any bidder fails to fulfill the Qualification Requirement (QR), his bid will be treated as non-responsive and no further correspondence/clarification will be taken into consideration for the same.

Sr.	Qualification requirement	Supporting Documents Required	Document Submitted (Yes/No) with Page No.
1	<p>The bidder (in case of consortium lead bidder and co bidder both) should be a registered firm / company in India under the Indian Companies Act-2013/1956 with latest amendments.</p> <p style="text-align: center;">OR</p> <p>Registered with MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<p>Copy of Self-Attested Incorporation Certificate, MOA & AOA in case of Company.</p> <p style="text-align: center;">OR</p> <p>Registration Certificate with MSME Deptt.</p>	
2	<p>Consortium will be allowed only when lead bidder should have valid registration as a telecom service provider with delivery function with TRAI. Lead bidder will be solely responsible for successful execution of contract.</p>	<p>Appropriate Legal MoU and agreement between lead bidder and co-bidder should be submitted with RFP documents (in case of consortium). Registration Certificate with TRAI must be submitted.</p>	
3	<p>The Minimum Turnover for last three financial years (i.e. 2017-18 2018-19, and 2019-20) of the bidder/ lead bidder (in case of consortium) shall be Rs. 2.30 Cr.</p> <p>Note: - There shall be relaxation as per rules in Minimum Turnover for MSME situated in Rajasthan classified under section 7(1) of MSME Development Act 2006.</p>	<ul style="list-style-type: none"> • Copy of the audited statement of accounts (P&L Account & Balance Sheet) duly certified by the Chartered Accountant along with certificate stating the Turnover shall be submitted as a proof with UDIN No. • Adequate proofs as mentioned above duly certified by Chartered Accountant to be provided. 	
4	<p>The bidder (in case of consortium lead bidder and co bidder both) shall have positive net Worth as on 31st March 2020 as the case may be.</p>	<p>Adequate proofs duly certified by Chartered Accountant to be provided. Note: Net worth means the sum total of the paid up capital and free reserves (excluding reserves</p>	

		created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.	
5	The bidder (in case of consortium lead bidder) should have experience of 3 years in providing BULK SMS Gateway services to Govt/Semi-Govt/ Autonomous bodies/ Institutes within the last three years ending 31 st March 2020 in India, wherein they must have sent 8,00,00,000 SMS / year.	Copies of Work Orders/ Purchase orders and completion certificates (signed by the officer not below than the rank of work order issuing authority) need to be submitted by the bidder (in case of consortium lead bidder). For 8,00,00,000 SMS per year, copy of Invoice(s)/ bill(s)/ Payment Receipt(s) be submitted.	
6	The Bidder must have successfully completed/ executed at least Three (3) similar contracts within last five (05) years.	Proof Certificate - Completion certificate (Implementation / Support Completion) with date. OR Agreement copy defining the scope and time lines.	
7	To ensure the service quality and standards, the bidder shall have at least SEI CMMI-SVC level 3 (for Services) or above certification. OR ISO 27001:2013 (for Solutions and Services). ISO 9001:2015 (for Solutions and Services). ISO 20000-1:2013 (for Service Management).	Certificate issued by SEI-CMMI Institute. OR Relevant ISO certificates. All the required certificates (CMMI & ISO) must be issued before the date of RFP publication and must be valid for at least next one year.	
8	The Bidder/ lead bidder (in case of consortium both lead bidder and co-bidder) should not be currently blacklisted by Government of Rajasthan or Rajasthan Discoms/ TRAI.	Undertaking to this effect to be submitted by the bidder (in case of consortium lead bidder and co bidder both) on Non Judicial Stamp Paper of worth Rs. 100 /-.	
9	Bidder/ lead bidder (in case of consortium) should have direct tie up/ agreements with minimum three Telecom service providers / Operators for SMS services within India.	Copies of Agreement/Letter/ Certification with the telecom service provider/ operator for SMS services. Undertaking to be provided by bidder/lead bidder to renew agreement up to the validity of AVVNL rate contract on Non Judicial Stamp Paper of	

		worth Rs. 100 /-.	
10	The Bidder/ lead bidder (in case of consortium) should be able to allocate a minimum throughput 500 SMS/sec to AVVNL.	3.Certificates to this effect from the telecom service provider/ operator should be submitted with whom bidder has the tie up to deliver SMS services. 4.Undertaking to be provided for at least minimum throughput of 500 SMS/sec to AVVNL for delivery of SMS on Non Judicial Stamp Paper of worth Rs. 100 /-.	
11	Delivery of SMS alerts should be ensured to all Indian locations without any exception.	Undertaking needs to be provided by the bidder (in case of consortium lead bidder and co bidder both) on Non Judicial Stamp Paper of worth Rs. 100 /-.	
12	The bidder (in case of consortium lead bidder or co bidder) should have a support/ representative to provide 24x7x365 support.	The bidder (in case of consortium lead bidder or co bidder) has to submit Address and contact details of service centers.	

NOTE: In case of non-furnishing of requisite document along with the bid, the bid will be considered as non-responsive and bid may be summarily rejected.

ANNEXURE-14: PoA IN FAVOUR OF LEAD MEMBER BY CONSORTIUM MEMBER

(To be stamped Non-Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity/ Lead Member in case of consortium)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Consortium under the laws of And having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package the bids for which have been invited by Ajmer Vidyut Vitran Nigam Limited, Corporate Office, Panchsheel Nagar, Makarwali Road, Ajmer (insert name of the Employer along with address) (Hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Consortium".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Consortium".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Consortium as aforesaid have executed these presents on this.....day of under the Seal(s) of their Companies.

for and on behalf of the

Partners of Consortium

.....

.....

.....

The Seal of the above Partners of the Consortium:

The Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Lead member of the Consortium.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

ANNEXURE-15: FORM OF UNDERTAKING BY CONSORTIUM MEMBER

(To be stamped Non-Judicial Stamp Paper of Rs. 100/- duly notarized in name of consortium)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... by an entity incorporated under the laws of and having its Registered Office at (herein after called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....an entity incorporated under the laws of and having its Registered Office at (herein after called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (*insert name of the package along with project name*)of Ajmer Vidyut Vitran Nigam Limited (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at Panchsheel Nagar Ajmer (*insert registered address of the Employer*)..... (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (*insert name of the package alongwith project name*)

AND WHEREAS As per Tender Document, for meeting the requirements of Qualification Criteria as mentioned in the tender document, as applicable may bid, provided, the Consortium fulfils all other requirements under the terms and conditions of the Tender Document and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause Tender Document (documents establishing the Qualification of Bidder) & Qualification Criteria in Tender Document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for delivering the Scope of Work in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities

or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
 1. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Seals of their companies, on the day, month and year first mentioned above.

Seal of

For Lead Partner (Party No.-1)

has been affixed in my/ our presence

For and on behalf of M/s

pursuant to Board of Director's

.....

Resolution dated Name

.....

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Seal of

has been affixed in my/ our presence

pursuant to Board of Director's

Resolution dated

Name

Designation

Signature

For Party No.-2

For and on behalf of M/s.....

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of Rs. 100/- shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

ANNEXURE-16: FORMAT FOR FINANCIAL BID SUBMISSION

(The BOQ excel file is to be filled)

NOTE: BIDDER IS REQUIRED TO READ CAREFULLY THE FOLLOWING BEFORE QUOTING THE PRICES

- i) The format enclosed herewith is to be used to quote the price. No other format shall be used.
- ii) The price bid in the other formats may be rejected.
- iii) No cover letter is required to be enclosed with the price bid.
- iv) The total quoted price should be inclusive of all taxes and duties as per the prevailing taxes and duties with the details of applicable taxes. In case of any variation in taxes and duties or introduction of new taxes and duties/ statutory variations, the same will be in AVVNL account.
- vi) The brand and product specification are essentially required to be furnished by the bidder else offer will not be considered.
- viii) In the event the enclosures, as requested, in the financial bid are not submitted by the bidder then the bid will be considered as non-responsive. Price schedule is for reference purpose only. Bidder has to quote the price in BOQ.xls only.

Note: Please do not fill the prices here.

S. No.	Particular of Activity	Per Unit Price Without Tax (In Paisa.)	Applicable Rate of Tax (in %)	Total Price Without Tax (In Paisa)	Total Price With Tax (In Paisa.)
1	Total price per SMS (Inclusive of SMS Gateway, Server/Cloud space, other software or other service charges, Scrubbing Charges and infrastructure costs etc.) Note :- Bidder shall quote rate in paisa only.				L1 will be evaluated on this price.

Note-

1. The quoted prices are inclusive of applicable GST/Service tax and any statutory variation shall be Bourned by AVVNL.
2. SMS have to be delivered on 365 days (including black day) on the same rates as mentioned above.
3. Charges for manpower if required to be deployed for successful implementation of the project are also inclusive in the above rates.

Name: _____

[Authorized Signatory]