Request for Proposal (RFP)

For

Toll Free Pull SMS Service

RFP No. DIT-F(2)1/2008

Member Secretary (EC), SITEG

Department of Information Technology

24, SDA Complex, Kasumpti,

Shimla-171009

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INVITATION FOR BIDS

TENDER NO. DIT-F(2)1/2008

This Invitation for Bids was published in the following newspapers on 29th August, 2012 by way of a tender notice:

1. **The Economic Times-** Delhi Edition
2. **The Tribune -** Chandigarh Edition
3. **Amar Ujala-** Chandigarh/ Dharamshala Edition

The detailed Tender Document contained in the following sections has been prepared to elaborate all techno-commercial conditions of this Tender. **In case of any discrepancy between the Press Advertisement and detailed provisions of this Tender Document, the latter will prevail. For any further changes (if any, based on feedback/ queries from any bidder) in this document, please see its updated version on http://himachaldit.gov.in. The changes may be made till three days prior to the submission of tender.**

S. No.	Key Activities	Date
1.	Sale of Tender	From 29.08.2012 onwards till 21.09.2012
2.	Last date of receiving queries from bidders	4:00 pm 12.09.2012
3.	Pre-Bid Meeting	11:00 am on 13.09.2012
4.	Corrigendum	15.09.2012
5.	Last date of submission of document	21.09.2012 upto 1:00 PM
6.	Opening of Bids	21.09.2012 at 3:00 PM
7.	Tender Download Site	www.himachaldit.gov.in
8.	Contact Details	Member Secretary (EC), SITEG, Department of Information Technology, Block No.24, SDA Complex, Shimla-171009

1. INTRODUCTION

The State Government has got developed several applications for different departments which are required to be accessed through mobile phones and data is required to be transmitted to databases through Pull SMS. It has been decided to obtain a Mobile Toll Free number, which could be accessed by all the department users for sending required data of project to their department through SMS. By using this facility, officials at the field level will be able to send the reports at no cost to them and the charges would be paid by the State Government at the central level based on the utilization of the facility.

In view of the above, SITEG, Department of Information Technology, Government of Himachal Pradesh invites sealed tenders for supply, installation, implementation, configuration, commissioning and maintenance of Long Code Solution for Pull based SMS Toll Free Number.

2. SOLUTION REQUIREMENTS

Following are the solution requirements for setting up of SMS Toll Free Number:

- System should have facility to accept incoming Pull based SMS from the user and forward it to the database as per the requirement of the State Government. The message content should be forwarded to database through a web service or http post.
- There must be a mechanism to build business rules (business rule builder) to be used to generate SMS's, e.g. generate response SMS to the sender as soon as SMS is received on theToll Free Number. These business rules must be able to be triggered automatically and/ or manually.
- The solution should have access to all CDMA/GSM networks nationally.
- The solution must be secure encrypted connection with guaranteed delivery.
- The solution should be customizable and configurable.
- The solution should provide need based MIS reports as per the requirement of the State Government regarding transaction done through the system.
- The solution should have High Performance.
- Creation of approved sender Ids.
- Filtration and rejection of invalid messages.

3. INSTRUCTIONS TO BIDDERS

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid. The Bidders are advised to strictly adhere to the Performa provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Tender.

3.1 DEFINITIONS

The following definitions shall govern for the respective terms as hereinafter mentioned in thisDocument:

SITEG:	Society for Promotion of IT and e-Governance, Department of Information Technology, Shimla, H.P.
Bidder:	The prospective tenderer who has submitted the tender fee and intends to offer the goods and services mentioned in this document.
Original Equipment Manufacturer (OEM):	Original equipment manufacturer in case of hardware and original developer in case of software.

3.2 COST OF THE TENDER DOCUMENT

The Bidder shall deposit Rs.10,000 (Rupees Ten Thousand Only) in the form of a Demand Draft favoring Member Secretary (EC) as the cost of the tender document along with the forwarding letter from the Bidder giving its address & contact details. Payment made through any other mode will not be accepted and decision of the SITEG in this regard shall be final, conclusive and binding on the Bidder.

3.3 SCHEDULE OF TENDER

3.3.1 The Tender Document will be available for purchase from the SITEG, Department of Information Technology, Shimla, H.P as per details mentioned in “INVITATION FOR BIDS”.

3.3.2 Bids will be accepted as per details mentioned in “INVITATION FOR BIDS”.. The SITEG may at their discretion extend the bid submission date. Incase, there is any change in the schedule, it will be notified on the official web site of Department of Information Technology i.e. at himachaldit.gov.in

3.3.3 The Qualification Bids will be opened as per details mentioned in “INVITATION FOR BIDS”. The Bidders or their authorized representatives may be present, if they desire.

3.3.4 The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the SITEG and/or the Consultant at the time of opening of the Qualification Bids. The Bidders who have been declared eligible after evaluation of the Qualification bids or their authorized representatives may be present, if they desire.

3.3.5 The address for all the above activities is:
SITEG, Department of Information Technology,
STPI Building, Block No. 24,
SDA Complex, Kasumpti,Shimla-171009.

3.3.6 Clarification regarding Tender Document: A prospective Bidder requiring any clarification about the Tender Document may request the Purchaser in writing by Fax/ E-Mail/ Speed post at the Purchaser's address indicated in the Invitation for Bids. An envelope containing request for clarification or any other correspondence regarding this Tender sent by post must be super scribed clearly by the words "Immediate: Tender for Toll Free Pull SMS Service". The Purchaser will respond in writing, only to such requests for clarification, which it receives as per details mentioned in "INVITATION FOR BIDS". Written copies of the Purchaser's response to the query (without identifying its source) will be sent to all the prospective Bidders who have purchased the Tender Document on the date when clarification is issued. Such clarifications will be binding on all the Bidders. However, the Purchaser will not be responsible for non-receipt of a clarification, due to transmission loss/ delay or any other reason.

3.4 PROCEDURE FOR SUBMISSION OF BIDS

It is proposed to have a seven cover system (envelope) for this tender.

a) Tender fee of Rs.10,000 only.
b) Earnest Money Deposit of Rs.2 Lacs only.
c) Eligibility/ Technical Qualification Bid.
d) Commercial Bid.
e) First Copy of Eligibility Bid.
f) First Copy of Commercial Bid.

Sealed Tenders are invited in three parts:

Technical Bid as Envelope-1 and Financial Bid as Envelope-2 put together in separate sealed Envelope 3 marked "Tender for Toll Free Pull SMS Service."

I. Eligibility Bid - (Envelope-1) in one cover.
II. Commercial Bid - (Envelope-2) in one cover.

Each copy of Eligibility Bid and single copy of Commercial Bid of the Tender should be covered in separate sealed covers super-scribed "Eligibility Bid" and "Commercial Bid" respectively. Each copy of Eligibility bid should also be marked as "Original" and "Copy" as the case may be. The copy of Eligibility Bid should be put in a separate sealed cover super-scribed "Eligibility Bid" and Commercial bid shall be put in a separate cover super-scribed "Commercial Bid". Please note that prices should not be indicated in the Eligibility Bid and should only be indicated in the Commercial Bid.

The two envelopes containing two copies of Eligibility Bid and original copy of Commercial Bid shall be super scribed with Tender Number and the wordings "DO NOT OPEN BEFORE"

Time and Date ….and shall be put in another single sealed envelope duly sealed and clearly marked “Tender for Toll Free Pull SMS Service”.

The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder.

Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

In case of any discrepancy observed by the Nodal Agency in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

Bidder must ensure that Eligibility Bid do not contain any Financial information.

Telex/Telegraphic/Tele-fax bids will not be considered. All out-station bids, if sent by post, should be sent through registered post/Speed post/Courier only.
If the outer envelope is not sealed and marked as indicated above, the Nodal Agency will assume no responsibility for the bid’s misplacement or premature opening.

Earnest Money Deposit:

I. The Bidder shall furnish, as part of its bid, bid security of an amount equal to Rs.2,00,000/-(Rupees Two Lakhs Only). The bid security is required to protect the SITEG against the risk of Bidder' conduct.

II. The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft, payable to the Member Secretary (EC), SITEG. Any bid not secured in accordance with the above will be rejected as non-responsive. Unsuccessful Bidders' bid security will be returned as promptly as possible but not later than 30days after the expiration of the period of bid validity prescribed by the SITEG.

III. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance Guarantee.

IV. The EMD may be forfeited:
   a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
   b) In the case of a successful Bidder if the Bidder fails to sign the Contract for any reason not attributable to the State Nodal Agency or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
   c) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid

evaluation and finalization. The decision of the Nodal Agency regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

d) If more than one bid's are submitted by same organization/ other divisions of same organization. In such a scenario Nodal Agency reserves the right to disqualify the bids and forfeit the EMD.

e) During the bid process, if any information provided by the Bidder to the Nodal Agency is found false / manipulated / hidden in the bid. The decision of Nodal Agency regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

First Copy of Eligibility Bid:

Photo copy of unmodified eligibility bid (exact replica) but duly signed and sealed.

First Copy of Commercial Bid:

Photo copy of unmodified commercial bid (exact replica) but duly signed and sealed.

3.5 COSTS INCURRED WITH TENDERING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired, the SITEG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process.

3.6 AMENDMENT IN TENDER DOCUMENT

3.6.1 At any time upto the last date of receipt of Bids, the SITEG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. All such amendments shall be uploaded to the website of the Department of Information Technology and shall be binding on all the Bidders.

3.6.2 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the SITEG may, at its discretion, extend the last date for the receipt of Bids.

3.7 LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the SITEG, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another

language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

3.8 BID CURRENCY+

The Prices in the bid document shall be expressed in Indian Rupees only.

3.9 VALIDITY

Bids shall remain valid for 180 days from the last date of submission. The Bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the SITEG in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the Bidder to revise /modify the bid. The decision of the SITEG in this behalf will be final, conclusive and binding on the Bidder.

3.10 MODIFICATIONS & WITHDRAWAL

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Member Secretary (EC), SITEG to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

3.11 BID EVALUATION PROCESS

3.11.1 Bid evaluation process will be as follows:

i. The prospective bidder must comply with general qualifications and eligibility criteria mentioned below. In case the bidder does not fulfill the eligibility criteria, such bids will be rejected and shall not be considered for further evaluation.
ii. In case, less than two participating bidders qualify on technical criteria, then the SITEG, at its sole discretion, may qualify three (total) bidders on the basis of the lowest deviations (only minor).The decision of SITEG in this regard shall be final and conclusive.
iii. The SITEG may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise as part of the technical evaluation is carried out.
iv. Bidders who are shortlisted based upon technical criteria may be asked, if necessary, to make a presentation/ demonstration on their product / solution at SITEG HO, at their own cost. SITEG will finalize appropriate and suitable

technologies on the basis of proposed product / solution. SITEG in its best interest reserves the right to reject / modify the proposed product / solution.

v. All technically qualified bidders will be evaluated based upon their commercial offers. The bidder offering lowest commercials will be considered as the successful bidder for award of contract. This commercial comparison shall be made based upon the technical proposal of the Bidder.

3.11.2 Evaluation and Comparison of Commercial Bids

i. The Bidders are required to complete their Commercial Bid in Annexure-II. The bid value must include all levies and duties including customs duty, excise duty, sales tax/VAT, service tax etc.

ii. Price quoted in Annexure-II will be treated as final amount and will be used for the comparison of bid during financial evaluation.

iii. The Bidder shall not quote prices subject to any conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.

iv. Arithmetical errors will be rectified on the following basis: 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 shall be corrected. If the Bidder does not accept the corrections of errors, its bid will be rejected. If there is any discrepancy between word and figures, the amount in words will prevail.

3.11.3 Award Of Contract

i. Award of contract will be made to the lowest Bidder (L 1).

4. ELIGIBILITY CRITERIA FOR THE BIDDER

Only those Bidders who fulfill the following General criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

4.1 GENERAL

4.1.1 Bidding firm/company should be in existence in India for minimum of five years as on 30.06.2012. The bidder should be registered under Indian Companies Act 1956.

4.1.2 The Bidder Company should have a registered office & Service Tax, Sales Tax and VAT Registration in Himachal Pradesh.

4.1.3 The Bidder Company should have a minimum of 100 employees on-roll working in the Himachal Pradesh Office in different functions like R&D, Service and Support.

4.1.4 The bidder should have provided similar (SMS Gateway) Services in at least 3 Government Organizations and should have provision of services for all the major Operators in India.

4.1.5 The bidder should have its services running on at least 8 to 10 National Operators on all the bearers (SMS, IVR, USSD, WAP and mobile application).

4.1.6 The Bidder Company should have been doing a business of at least 50 Crores per year (average) for last three years.

4.1.7 The bidder company should be in same line of business for past five years.

4.1.8 Bidder or the OEM should have not been black listed as of RFP issue date by the Central /any of the State Governments in India or any Financial Institutions in India. An undertaking to this effect must be submitted in their letter head.

4.1.9 The Bidder Company should have ISO/ equivalent standard.

4.1.10 The Bidder Company should be registered with TRAI and should be having SMS gateway of different operators.

4.1.11 The Bidder must have executed at least 5 projects on all the bearers (SMS, IVR, USSD and WAP).

4.1.12 Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents/ certificates should be submitted as proof in support of the claims made.** SITEG reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of SITEG in this regard shall be final, conclusive and binding upon the bidder.

5. SCOPE OF WORK

SITEG desires to provide SMS incoming (pull) services with 24x7x365 availability. The messaging Platform provided by the bidder must include following features:

a) Reliability and timeliness:
The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks such as GSM, CDMA etc. The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information.
The messaging Platform must give commitment to service levels with guaranteed delivery times.

b) Secured & trusted environment:
The equipment at the bidders end must be part of a network operator secured infrastructure and must offer trusted message environment.

c) Uniform application access:
A single uniform access number is necessary across multiple network operators.

d) Best-in class application platform:
Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel.

Need based MIS reports as per the requirement of the State Government regarding transaction done through the system.

5.1 RESPONSIBILITIES OF THE SELECTED BIDDER

5.1.1 The Bidder has to provide maintenance and support of the hardware/software during the support period.

5.1.2 During the support period of covering the entire state, the Bidder will be required to keep the system in working condition. The Bidder will attend to all breakdown

calls reported for the equipment/systems and rectify problems thereof and replace the faulty components of the systems with serviceable components.

5.1.3 The Service Provider will guarantee confidentiality of data in the form of an undertaking on 50 Rs. Bond paper that the data being shared by the SITEG will be strictly confidential and will not be shared for unauthorized purpose.

5.1.4 Service provider will not change the content of the message, the originating party addresses or the destination party address unless otherwise agreed by both parties.

6. TERMS AND CONDITIONS OF THE TENDER

6.1 GENERAL CONDITIONS

6.1.1 Minimum validity of the Tender must be 15 days from the date of opening of the Tender.

6.1.2 SITEG reserves the right, not an obligation, to carry out the capability assessment of the Bidder and pre dispatch inspections at the cost of the Bidder. The SITEGs decision shall be final in this regard.

6.1.3 SITEG will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder or their Representative.

6.1.4 The products/ services offered should strictly conform to the specifications given in the product literature. The models proposed / marked for withdrawal from the market or models under quality testing should not be offered.

6.1.5 In case the services/ products delivered or installed are not having the equipment and software as specified in the Purchase Order, found in the testing by SITEG, the Bidder will have to replace the service / product or upgrade it as per specifications in the purchase order. All the expenses in this regard for transportation of equipment or for up-gradation shall be entirely borne by the Bidder.

6.1.6 It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of SITEG.

6.2 PURCHASER'S RIGHT TO REJECT ANY / ALL BIDS

6.2.1 The SITEG reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for its action. Any decision of the SITEG in this regard shall be final, conclusive and binding on the Bidders.

6.2.2 The SITEG in its best interest reserves the right to accept or reject any technology / make proposed by the Bidder without assigning any reason thereof.

6.2.3 The SITEG reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of the SITEG. Any decision in this regard shall be final, conclusive and binding on the Bidder(s).

6.2.4 The SITEG reserves right to give minor deviations to any or all of the Bidder(s) in the techno commercial specifications of bid. Any decision of the SITEG in this regard shall be final and shall be binding on the Bidder.

6.2.5 The SITEG reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The SITEG also reserves the right to delete one or more items from the list of items specified in offer. Any decision of the SITEG in this regard shall be final, conclusive and binding on the Bidder.

6.3 BID REJECTION CRITERIA

The bid(s) will be rejected in case of any one or more of the following conditions:

6.3.1 Bids not substantive and in strict compliance with the Performa given in this document.

6.3.2 Bids not made in compliance with the procedure mentioned in this document.

6.3.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the SITEG, including any supporting document.

6.3.4 Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.

6.3.5 Bids without earnest money deposit.

6.3.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that Bidder will be rejected.

6.3.7 Material inconsistencies in the information submitted.

6.3.8 Misrepresentations in the bid proposal or any supporting documentation.

6.3.9 Bid proposal received after the last date and time specified in this document.

6.3.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.

6.3.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.

6.4 DELIVERY PERIOD & INSTALLATION

6.4.1 The said project shall be completed within 30 days from the date of issue of purchase order. The supply shall actually be deemed to have been complete on the actual date of installation/implementation.

6.4.2 The bound copies of System Design Documentation (SDD), Users Manuals (systems and operational) are to be handed over to the SITEG after its completion at respective stages along with its soft copies on a CD/ DVD.

6.5 RESPONSIBILITIES OF THE BIDDER

6.5.1 The Bidder shall supply, deliver & install the equipments.

6.5.2 The Bidder must provide details of the support to be given to the SITEG. The Bidder, in this respect is responsible for: installation, customization, parameterization, implementation, maintenance, testing, commissioning and support.

6.6 SCHEDULE OF PAYMENT

6.6.1 No payment will be made in advance.

6.6.2 Payment shall be made to successful bidder on monthly basis as per services consumed by the purchaser with applicable rates given in Annexure-II, no other charges shall be payable.

6.6.3 Successful bidder need to raise bill/invoice at the end of every month along with following supporting documents to SITEG:

- SLA statistics of the month along with Service Down time calculation and Uptime percentage
- Any other document necessary in support of the service bill/invoice as required by SITEG

6.6.4 On receipt of such invoice after verification by SITEG and after deducting Income Tax, other taxes and any Penalties (as applicable), SITEG shall pay the amount within a period of 15 days from the date of receipt of the invoice and accompanying documents as provided here in above.

6.7 EARNEST MONEY

6.7.1 Earnest Money @ Rs 2,00,000/- (Rupees Two Lakhs Only) should be submitted along with the Tender in the form of Demand Draft payable to the SITEG at Shimla. Tenders without Earnest Money shall be out rightly rejected. Central and State Government organizations/ PSUs are exempted from depositing the EMD.

6.7.2 The successful Bidder(s) will be required to meet the schedule of job given by the SITEG and mutually agreed to by them and would abide by the terms and conditions of the contract, failing which the SITEG reserves the right to forfeit the full or part of the said deposit, as the case may be.

6.7.3 If the Bidder refuses to undertake the allotted work or delays the work deliberately and unnecessarily, their allotment order will be cancelled. Firm will be black Listed and Earnest Money shall be forfeited. In such a case decision of the SITEG will be final and binding.

6.8 RATES

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid upto the date of completion of the job by the Tenderer and shall not be subject to any upward modification whatsoever. This includes the support period of five years also for the services offered like maintenance etc.

6.9 PENALTIES

The penalty will be imposed in case the SMS services are not working. The penalty will be calculated on the downtime in a particular month if the uptime is below 99.9%. The penalty will be calculated as under for a particular month:

Slab No.	Uptime in month (%)	Penalty on total due payment for a month
1.	95 to 99.8	5%
2.	90 to 94.9	10%
3.	85 to 89.9	20%
4.	80 to 84.9	40%
5.	75 to 79.9	80%
6.	Below 75	100%

Note: In case uptime goes below 50% for any month or uptime remains between 50% to 75% for consecutive two months then purchaser reserves right to terminate the contract.

6.10 TAXES AND DUTIES

The Bidder shall be solely responsible for the payment of all taxes including VAT, duties, license fees, octroi etc. incurred until completion of the project.

6.11 PERFORMANCE GUARANTEE

The successful Bidder(s) shall furnish a security in the form of SITEG guarantee @ 10% of the total value of the order to the Bidder, valid for 5 years from the date of order, which shall be discharged thereafter.

6.12 INSURANCE

SITEG will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. The insurance shall be purchased by the Bidder, in an amount equal to the exact value of the goods up to the delivery at site on all risks basis, including war Risks and strike clauses etc.

6.13 INDEMNITY

6.14.1 The Bidder shall, at their own expense, defend and indemnify the SITEG against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the unaltered proprietary products or any part thereof in India or abroad.

6.14.2 The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the SITEG is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

6.14.3 SITEG will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

6.14.4 The Bidder shall grant to the SITEG a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use of all the software supplied by the Bidder, including-all inventions, designs and marks embodied therein in perpetuity for their own use.

6.14 CONFIDENTIALITY

6.14.1 The Bidder shall not, and without the SITEG's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the SITEG in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only as far as may be necessary for purposes of such performance.

6.14.2 The Bidder shall not without the SITEG's prior written consent, make use of any document or information.

6.14.3 Any document other than the contract itself shall remain the property of the SITEG and shall be returned (in all copies) to the SITEG on completion of the Bidder's performance under the contract if so required by the SITEG.

6.15 FORCE MAJEURE DURING THE PENDENCY

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/ delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after resumption of normalcy.

6.16 ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the Member Secretary (EC), SITEG, Shimla, H.P. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Shimla.

6.17 JURISDICTION OF COURTS

In all matters and disputes arising there under, the appropriate Courts at Shimla, or any competent court in H.P. only shall have the jurisdiction to entertain and try them.

7. PRELIMINARY SCRUTINY

SITEG will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical

documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

8. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in Annexure -II.

9. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers.

10. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. SITEG shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process. The bidder shall certify that the solution offered is complete in all respects. In case any of the component required for the completion of the project is found missing, the same will be treated as included in the solution and no cost will be charged.

11. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

12. OWNERSHIP AND RETENTION OF DOCUMENTS

SITEG shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by SITEG, the Vendor shall deliver to SITEG all documents provided by or originating from SITEG and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by SITEG at no additional cost. The bidder shall not, without the prior written consent of SITEG Store, copy, distribute or retain any such Documents. The bidder shall preserve all documents provided by or originating from SITEG and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of SITEG in this regard.

13. ESCALATION MATRIX

Escalation Matrix will be provided along with the Contact Detail, e-mail, address of the CEO of the organization.

Annexure-I

General Details of the Bidder

A. PROFILE OF BIDDER

NAME OF BIDDER:
Location:
Regd. Office:
DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:

B. Proposed Service details in brief

- Description of service:
- Details of similar service provided to other sectors in India specifying the number of companies and organization
- N.B. Enclose copies of Purchase Orders as references.

Place:
Date:

AUTHORISED SIGNATORY
Name:
Designation:

Annexure-II

Sr. No.	Description	Price in INR including all taxes	Price in Words
1.	Charges per Pull based SMS		