

TENDER DOCUMENT

**(ANNUAL SERVICE CONTRACT FOR
BULK VOICE MESSAGING SERVICES)**

2017 – 18



भाकृअनुप – केन्द्रीय कपास अनुसंधान संस्थान
पोस्ट बैग नं. 2, शंकर नगर पोस्ट ऑफिस, नागपुर – 440010



ICAR – CENTRAL INSTITUTE FOR COTTON RESEARCH

POST BAG NO.2, SHANKAR NAGAR POST OFFICE, NAGPUR - 440010

ISO 9001 – 2008 Certified

—: कार्यालय :—

खापरी फाटा के पास, पांजरी, वर्धा रोड, नागपूर – 441108
(फोन नं. : 07103 – 275637 / 38 / 39, फॅक्स : 07103 – 275529)

Near Khapri Phata, Panjari, Wardha Road, Nagpur - 441108

(Phone No. 07103 – 275637 / 38 / 39, Fax : 07103-275529)

Website: www.cicr.org.in, E-mail: cicrnagpur@gmail.com



भा.कृ.अनु.प. - केन्द्रीय कपास अनुसंधान संस्थान
पोस्ट बैग सं. 2, शंकरनगर पोस्ट ऑफिस, नागपुर -440 010
ICAR - CENTRAL INSTITUTE FOR COTTON RESEARCH
POST BAG NO 2, SHANKAR NAGAR POST OFFICE NAGPUR - 440 010(M.S) INDIA
Tel. Phone: 07103-275536, Fax: 07103-275529, EPBAX: 07103275637/38/39/49/17



Website: www.cicr.org.in, E-mail: cicrnagpur@gmail.com
{Location: Near Khapari Phata, Panjari, Wardha Road, Nagpur – 441 108}
ISO 9001-2008 Certified

F. No. (23)St/Service Contract/BVMS/SMW/HQ NGP/2017-18

Date: 03.07.2017

TENDER NOTICE

Online bids are invited by Director, ICAR-CICR, Nagpur in two bid system i.e. **Technical Bid** and **Price Bid** from Value Added Service Providers/Telecom Service Provider/SMS BULK Aggregator for providing BULK Voice Messaging Services for Central Institute for Cotton Research, Nagpur, Maharashtra - 440010

The total volume in a year would be around 5000000 (Fifty Lakhs) Voice Messages. For further details please contact Dr. S.M Wasnik, Principal Scientist, Mobile-09423680707, Mail id - wasniksm2012@gmail.com

For Downloading of Tender Document please visit www.eprocure.gov.in & our website www.cicr.org.in

Date of release of Tender through e-procurement	04.07.2017 at 10:30 Hrs.
Bid Submission Start date/time	05.07.2017 at 09:30 Hrs.
Last date & time for submission of bid	05.08.2017 at 12:00 Hrs.
Date & Time for opening of technical bid	07.08.2017 at 14.00 Hrs.

To

.....
.....

Subject: Tender for providing Voice SMS BULK Messaging Services for Central Institute for Cotton Research, Panjri, Nagpur (Maharashtra).

Sir/ Madam

Bids are invited by CICR, a research institute under ICAR, Ministry of Agriculture, Govt. of India for providing Agriculture based services, invites Online Tenders for providing Voice SMS BULK Messaging Services on monthly actual usage basis from Value Added Service Providers/Telecom Service Provider/SMS BULK Aggregator. The total volume in a year would be around 50,00,000 (Fifty Lakhs) Voice Messages to deliver in regional languages to farmers of three centres/locations of the country.

TERMS AND CONDITIONS

The complete tender in PDF format can be downloaded from the website <http://eprocure.gov.in> or www.cicr.org.in. The bidders who are desirous of participating in e-procurement shall submit their Technical bids, commercial bids (BOQ) etc. in the standard formats prescribed in the Tender/Technical documents, displayed at www.eprocure.gov.in. The bidders should upload the scanned copies of all relevant certificates, documents etc. in www.eprocure.gov.in in support of their Technical bids/Commercial bids for technical qualification and fill the BOQ document in the website for Finance bid/ Price bid.

The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process. **Signing of Tender:** The bidder should download the Notice Inviting Tender (NIT) and again upload at the time of submission of tender after verification and signing with his DSC. The bidders should sign the under taking letter as per Annexure enclosed and upload the scanned copy of the same with NIT.

The technical bid will be opened on due date as mentioned in the tender document.

The financial bid will be opened in respect of only those tenderers whose documents are found in order as per technical bid and whose items meets CICR specification and terms and conditions as given in the tender document.

The requirements of technical bid are as under:

1. Technical proposals submission letter on the letterhead of the firm clearly indexing the enclosures.
2. Original Tender document duly stamped & signed on each page, as a token of acceptance of all terms and conditions laid down in the tender document.
3. Detailed profile of the Company, Articles/Memorandum of Association.
4. Supporting documents of orders executed.
5. Technical Brochures of items quoted. Printed and published Brochure and / or Web site reference essential.
6. **Copy of PAN Card, Service Tax Registration Certificate, Professional Tax Certificate, and company Registration Certificate. The company should operate in the same name and style at least for the last three years.**
7. The bidder should have relevant **Annual Turnover of ₹ 30,00,000/- (Rupees Thirty-Lakhs)** or above in the last two Financial Year. **(Profit & Loss Account of year should be attached).**
8. Company should provide horizontally scalable- Application architecture which gives flexibility to add nodes and which give extra capacity as and when required in minimum time period.

9. Service should have feature of Multi- channel integration- having capability of delivering SMS, Email and Voice (OBD, IVR and Missed).
10. The service should have feature adding multi- channel workflows for customer end Scripting language- Flexibility of creating custom and complex IVR workflows in easy and hassle free manner.
11. It should have multiple operator support- For better delivery and backup plan during issues. Configurable retry attempts and retry intervals.
12. The voice format will be
 - Bit Rate: 128 kbps
 - Audio Sample Size: 16 Bit
 - Channels: 1 (Mono)
 - Audio Sample Rate: 8 khz
 - Audio Format: PCM
 - Voice file format: WAV
13. It should have facility of “*9” key combination for download or record the voice advisory.
14. Provision of a panel to the client wherein he can upload the Voice file and Database and campaign can be scheduled.
15. All calls will go via Promotional channel using 140 lines to Non DND numbers only.

Awarding of Contract: CICR, Panjri, Nagpur (Maharashtra) will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. CICR reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever. CICR also reserves the right to amend the order and / or drop any line of item as per direction and use of the end customer.

Amendment of Proposals: In order to afford prospective Bidder reasonable time to make amendment in their proposals, CICR may, at its discretion, extend the deadline for the submission of proposals. However, no such request in this regard shall be binding on CICR.

Proposed Currency: Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, etc.

Period of Validity of Proposals: The price offers shall remain firm during the tenure of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 365 Days from the date of opening of the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered

irrespective of any reason including foreign exchange rate variation. Variation in statutory rate levied by Government will however be regularized for both reduction and escalation.

Payment Terms: Payment will be made on submission of the monthly bills (invoice) along with necessary & sufficient report on the distinct delivery report of delivered SMS, log files, unmixed mobile numbers. **The amount will be paid on the basis of Number of Voice SMS delivered.**

Each and every page of the tender document must be signed with date and company seal by the bidder. This is required to ensure that the bidder had accepted all the terms and conditions mentioned in this tender document.

EMD Amount:

- i) **An Earnest Money Deposit, Each tender must be accompanied with earnest money deposit (EMD) of (₹ 50,000/-) (Rs. Fifty Thousand only)** in the form of DD/pay order of any nationalized scheduled bank payable at Nagpur and drawn in favour of “**The Director, ICAR-CICR, Nagpur**”. Firm is to attach scanned copy of EMD on e-procurement portal along with Technical Bid. Further original EMD i.e. in hard copy should reach before Technical Bid opening date to Incharge Stores. The tenders will not be considered if earnest money is not deposited with the tenders.
- ii) Successful bidder will have to submit **Performance Bank Guarantee/Security Deposit** of 10% of Total Ordered value and the EMD would be returned on submission of **Performance Bank Guarantee**.
- iii) Successful bidder who fails to submit **Performance Bank Guarantee/Security Deposit** within stipulated time would not be eligible for refund and EMD would be forfeited.
- iv) **No interest on Performance Bank Guarantee/security deposit and earnest money deposit shall be paid by the Institute to the tenderer.**
- v) The EMD in respect of unsuccessful Tenderer will be returned after completion of Tender process.

Withdrawal from Tender: Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter in any case.

Deduction of Tax at Source: Deduction of all statutory and necessary Tax from each bill will be made as per Government Rules prevailing at the time of payment. The organization will issue necessary tax deduction certificate in due course of time.

Canvassing: Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render himself liable for penalties, which may include removal of his name from the register of approved Contractors.

Deliverables:

- a) To deliver Voice SMS to subscribers of all the operators present in the state.

b) The delivery mode of Voice SMS will be through web based user interface

Acceptance of Tender: The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among Participants without assigning any reason thereof.

Non escalation of Price: The price offers shall remain firm for a period of one year and no escalation of price will be allowed. After one year the contract may be renewed on mutually acceptable terms and conditions.

Arbitration

(a) In the event of any question, dispute or difference arising under these terms and conditions or in connection with this contract the same shall be referred to the arbitration of a sole arbitrator, to be nominated by CICR or his nominee. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration shall be held at Nagpur. The proceedings of arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto.

(b) If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the Courts at Nagpur, India only will have the jurisdiction to adjudicate upon the matter.

Governing Laws: This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Nagpur shall have exclusive jurisdiction in all matters arising under the contract.

Financial Bid:

- 1. Financial Bid as per format provided in the relevant section as mentioned in the tender document.**
- 2. The rates should be quoted in figures as well as in words, in the form attached at Annexure-II and duly signed and stamped by the authorized person.**
- 3. Insertion of Financial bid in technical proposal will summarily cancel the bid.**
- 4. The rates must be quoted inclusive of all taxes.**
- 5. The average length of the advisory voice call will be 30 seconds minimum.**
- 6. Submit the rate in two ways-**
 - (a) On (30S) per call basis**
 - (b) And on per second per call basis. (If certain voice message exceeds 30 seconds.)**

Date of submission:

Last date & time for submission of bid

05.08.2017 at 12:00 Hrs.

Date of opening:

The technical bid (as per Annexure I) of the tender will be opened in the office of the undersigned at 02.00 P.M. on 07.08.2017. A representative of the firm submitting tender may be present at this office during opening of the tenders. The financial bid shall be opened for only those firms who qualify in the technical bid. The date & time of opening of financial bid shall be intimated at a later date.

ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. The bidder should be Public Sector Company, Private Limited Company, Limited Company, Partnership firm or a Government organization, having its Registered Office in India.
2. The Agency must be a professional and reputed Telecom Service Provider/ Voice SMS service provider/SMS Aggregator/Value added service company having message delivery arrangement with all the leading telecom service providers across the country (documentary proof of Business Agreement/Business Consortium must be submitted) **(Please submit Tele Marketer TRAI Certificate).**
3. The agency must have minimum of one year of experience and knowledge in providing the bidirectional SMS services as on 01st July, 2017 (Justified documentary proof must be submitted)
4. Currently agency should have minimum of one customer of similar nature with minimum of 1 lakh Voice SMS per annum capacity & credential for the last year with over 1 lakh SMS messaging for last 2 years. (Justified documentary proof must be submitted)
5. The Bidder should not have been black-listed by any PSU or any other Government agencies or restricted by any regulatory authorities from offering such services/solutions to their clients. (A self-certification should be given as per format given in Annexure.)
6. Bidder should be ISO 9001 Certified company.
7. **Valid PAN, Professional Tax, Service Tax, MOA/AOA, Certificate of Incorporation, Registration Certificate, along with its return submission documents are to be enclosed with the bid.**

8. The bidder must have an Agreement with majority of Telecom Service Providers (Operator) operational in the country with copy of Agreement. Without this document bid will be summarily rejected.
9. Agency has to guarantee the delivery of the Voice SMS from all major telecom service Providers in the country.
10. Agency will be liable to offer excellent network coverage and offer increased Flexibility for clients to ensure the service quality
11. Voice SMS providers should provide a detailed listing of their network/SMS gateway coverage.
12. Service provider should provide separate login and password to each centre located in **three locations** of the country to deliver voice messages in **Regional Languages**.
13. The list of three locations are as follow:
 - (i) CICR, Nagpur (Maharashtra) Lead Centre
 - (ii) CICR, Regional Station, Coimbatore (Tamil Nadu)
 - (iii) CICR, Regional Station, Sirsa (Haryana)
14. The details of the List of the Operators to which vendor is connected for Voice SMS BULK is to be submitted along with tender document as per Annexure-III.
15. The detailed list of the clients is to be submitted as per Annexure-IV.

Yours faithfully,

Sd/-

**Sr. Administrative Officer
for & on behalf of
Director, ICAR-CICR, Nagpur**

LIQUIDATED DAMAGES

1. The date of the delivery of the services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the indenter, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
2. In case the Service provider fails to provide services against the purchase order, the same shall be procured from other Service provider at the cost and risk of the Service provider and the excess money will be recovered from any dues of the party.
3. For late delivery of services, as liquidated damages, a sum equal to 2% of the price of any services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Service provider. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Service provider for future purchases.
4. LD can be recovered from any dues of the Supplier.

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FORMAT OF QUOTATION FOR TECHNICAL BID

Tender for providing Voice SMS BULK Messaging Services for CICR, Nagpur (Maharashtra)

1. Name of the Firm:
2. Address:
3. Whether the firms ownership is Sole Proprietorship or partnership:
4. Annual turnover for 3 Financial Years:
5. Client List: As per annexure
6. PAN/TAN No. (Please attach copy):
7. Service Tax Registration Certificate No. (Please attach copy):
8. Professional Tax Certificate No. (Please attach copy):
9. Company Registration Certificate No. (Please attach copy):
10. ISO 9001 Certificate (Please attach copy):
11. Tele Marketer TRAI Certificate (Please attach copy):
12. Landline/Mobile No./E-mail ID:

Date:

Signature and Seal of the Tenderer

Place:

Name:

Address:

ANNEXURE-II

FINANCIAL BID

(Bidders have to submit the price bid strictly as per BOQ document; otherwise, the bid will be rejected)

Tender for providing Voice SMS BULK Messaging Services for Central Institute for Cotton Research, Nagpur (Maharashtra)

To,

CICR,
Nagpur (Maharashtra).

Dear Sir,

In response to the above tender, we offer our price for the number of Voice Messages as below:-

SN	Particulars	Rate Per call/ Voice SMS (₹)	Service Tax	Total Amount
1	Voice Message Service			

Note: - The bid should not contain any cost for the database of the subscribers as per the scope of the work. The cost of hosting and maintenance of service as well as database is to be included in the cost of Voice SMS. These are not to be quoted separately. Financial bid containing price details other than the cost of the Voice SMS will be out rightly rejected.

Central Institute for Cotton Research, Nagpur (Maharashtra) reserves the right to extend the tender for the next financial year.

Date:

Signature and Seal of the Tenderer

Place:

Name:

Address:

ANNEXURE III

OPERATOR'S CREDENTIAL

List of the Operators to which vendor is connected for Voice SMS BULK

Sr. No	Name of the Operator

Date:

Signature and Seal of the Tenderer

Place:

Name:

Address:

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ANNEXURE IV

LIST OF THE CLIENTS

Sr. No	Name of the Organization

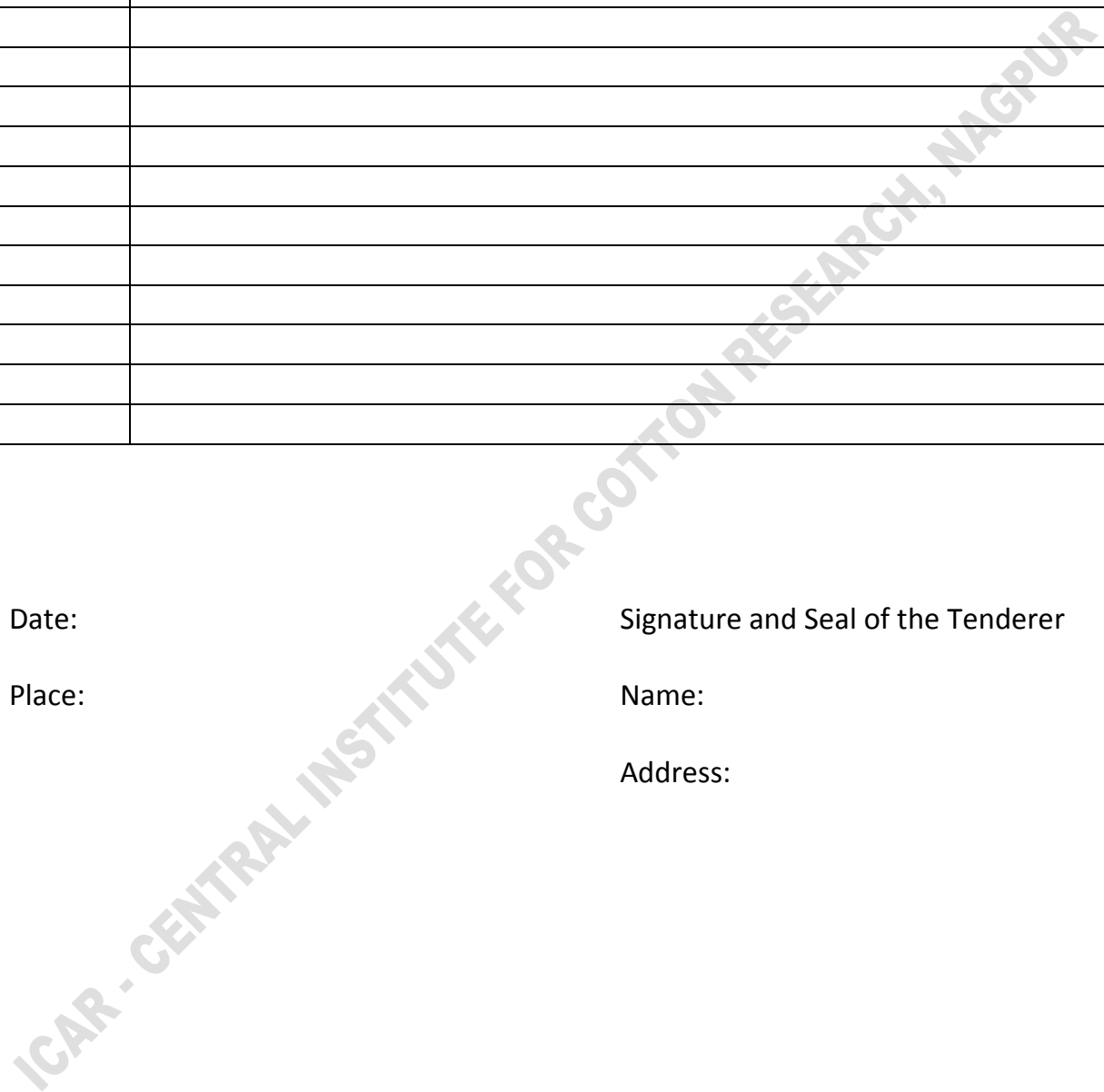
Date:

Signature and Seal of the Tenderer

Place:

Name:

Address:



(TO BE PRINTED ON ₹ 100 NON JUDICIAL STAMP PAPER)

Service Level Agreement

This Agreement (hereinafter referred to as "the Agreement") is made and entered into on _____(hereinafter referred to as "the Effective Date")

By and between

M/S....., a company incorporated in INDIA with registered number _____, having its Regd. Office at _____ and Corporate office is at _____ and the Branch Office at _____(hereinafter referred to as "....." or "**Service Provider**" which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the FIRST PART.

AND

M/s _____, a company registered under _____ having its registered office at _____ (hereinafter referred to as " _____" or "Client "or "USER" which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the SECOND PART.

Whereas..... as Service Provider has provided "SMS Service on 10 Digit Virtual Number with location wise SMS forwarding feature" (hereinafter referred to as "Services") to _____, as its client and whereas _____ is in the business of _____.

The Service Provider agrees to provide and user has agreed to avail Services under the terms and conditions mentioned blow:

1. TARGET AVAILABILITY OBJECTIVE

The target availability objective for the service Provider is 99% per month and the same shall exclude unavailability due to scheduled maintenance. Outage shall mean an incident when service is unavailable for at least Thirty (30) continuous seconds in duration. The availability calculations shall be based on following factors:

- i. The outage in terms of downtime shall be divided into two time segments;
 - a. Peak hrs Segment 1100 Hrs to 2300 Hrs, downtime shall taken as "X"
 - b. non-peak hrs Segment 2300 Hrs to 1100 Hrs next day taken as "Y"
- ii. Peak hrs (X) downtime will be taken as per actual
- iii. Non-Peak hrs (Y) downtime will be taken as Y/2
- iv. Total downtime will be taken as X+Y/2
- v. The base shall be taken as 24 Hrs per day

- vi. Service Provider shall submit availability report in terms of percentage with outage downtime as numerator and total period of service as denominator on Quarterly (three monthly) basis, if outage occurs during the quarter under review.
- vii. The cost for the downtime below 99% shall be accepted as the duration for penalty and the same shall be calculated on the basis of pro-rata of data
- viii. The cost of downtime calculated as above shall be deducted from subsequent monthly due.

2.Outage:

- I. Any single interruption of less than 30 Seconds shall not be counted as outage.
- II. Service outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for ten (15) seconds or less, the Service Provider will not directly notify the User in advance for such short-duration maintenance. The service Provider will use its best efforts to limit such occurrences. In addition, the Service Provider will undertake short duration, general maintenance during defined maintenance windows.
- III. Service Interruptions of any magnitude due to reasons pertaining to nature and / or force majeure circumstance such as flood, rains, natural act of GOD etc. Shall not be considered as outage for availability purpose.

Both parties agree to above.

For _____

For _____
