

INDIAN INSTITUTE OF FOREIGN TRADE
B-21, Qutab Institutional Area, New Delhi -110016.

Gen Admin/ BSMS / 2021

Dated: 25/02/2022

Subject –INVITING QUOTATION FOR PURCHASING SMS GATEWAY

Indian Institute of Foreign Trade (IIFT) is a Deemed to be University is a national institute involved in Post-Graduate Teaching of Management Studies, Economics and research in both disciplines. Established in 1963, as an autonomous body under the Ministry of Commerce & Industry, Government of India, it has significantly contributed towards the external trade sector of India through policy research and skill-building over the past six decades. It also emerged as a leading Business School in the country, consistently ranked among the top 10 in the list. The rich contributions in knowledge domain helped the Institute to earn the status of “Deemed to be University” in the year 2002. Over the years, IIFT has emerged as a national university with focus on Economics and International Business, which is reflected in all major activities of the Institute, namely: Research, Teaching and Training. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A++’ Institution in its evaluation during 2005 as well as in 2015. Recently, the Institute has been granted autonomy by UGC/ MHRD as Category-I institution.

2. BIDDING PROCEDURE

The quotations should be submitted through open bid system. The **sealed envelope** super scribed as “**Quotation for SMS Gateway for IIFT**”, **addressed to the Assistant Registrar (Gen. Admin.)**”, should be submitted in the Tender Box kept at Security Room of the Main Gate, **IIFT Bhawan, B-21 Qutab Institutional Area, New Delhi 110016**, positively by **11.00 AM of 11/03/2022**. **Bid Validity: 90 days**. **Estimated Cost: Rs.75000/-**

Service Period: 01 Year.

3. Bid Security Declaration

As per the Ministry of Finance, Department of Expenditure an amendment to GFR Rule 170 vide Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, the bidders are requested to submit a Bid Declaration instead of Bid Security. The declaration format at **Annexure-1** must be submitted **absence of the same will lead to rejection of bid submitted.**

4. PRIVACY POLICY

The agency should mention the privacy policy in the proposal for SMS Gateway.

5. DATA PROTECTION

The agency may give the methodology and policy of data protection.

6. FORCE MAJEURE

- (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

8. Arbitration

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.

- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor, IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

9. Liquidated Damages

- (a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause (b) below.
- (b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of 0.5% per week to a maximum of 5% of the tender value will be levied for delay in the execution of the contract.

10. Action by the purchaser against bidder (s)/ vendor (s) in case of default:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

11. Extension of Contract

IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of 12 months or till an alternative arrangement is made whichever is earlier. Extension beyond six months on the same rates, terms and conditions will be mutually agreed upon.

12. Termination of Insolvency

IIFT may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

13. Clarification of Bid Documents

A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which is received 5 days prior to the date of opening of the Tenders.

Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

14. Preference to Make in India

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Procurements where the estimated value is less than Rs.5.00 lac shall be exempt from this order.
- (v) Verification of local content:
 - (a) For procurement value up to Rs.10 cr. : The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per section 6 (E) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - (b) For procurement value above Rs. 10 Cr. : The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(Please refer to Annexure – 2)

15. Near- Relationship Certificate

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). **(Please refer to Annexure – 3)**

16. Performance Bank Guarantee

The successful bidder must submit a Performance Bank Guarantee for an amount equivalent to 3% of the order value. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the contract period. **(Please refer to Annexure – 4)**

17. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such

person, participating in procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 7. The successful bidder shall not be allowed to sub-contract works to any contractor

from a country which shares a land border with India unless such contractor is registered with the Competent Authority. **(Please refer to Annexure – 5)**

18. Service Warranties

Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

19. Payment Terms

a). No advance payment will be paid.

b). Monthly payment shall be made as per actual volume, on submission of invoice along with all the reports in CD/DVD containing details of SMS delivered by them with bifurcation of successful, unsuccessful and split messages to authorized representative of IIFT. **Successfully delivered SMSes will be paid in Full. Rejected/DND/Invalid SMSes will not be paid.**

c). Any payment due to successful bidder will be released within 30 days from the receipt of bills, on receipt of satisfactory report from the computer centre.

d). The TDS amount, penalty if any, will be deducted from the payment of successful bidder.

20. Eligibility Criteria

Sr. No.	Eligibility Criteria (EC)	Documents to be submitted
1	The bidder should be a company or society registered/ incorporated in India under Indian company Act, 1956 or Societies Act respectively and must have 3 years of existence in India as on date of submission of bids.	Valid copy of the Certificate of Incorporation/ Registration.
2	The Bidder should be a registered telecom service provider for services within India under TRAI	Copy of valid registration certificate with TRAI.
3	The Bidder should have an average annual turnover of at least Rs. 35 Lac during the last three financial years (2018-19, 2019-20 and 2020-2021)	Audited and Certified Balance Sheet & Profit/Loss Account of last 03 (2018-19, 2019-20, 2020-21) Financial Years certification from Chartered Accountants. Provisional/ Audited data certified by C.A. for F.Y. 2020-21 acceptable.
4	The Bidder should have successfully provided/ providing SMS gateway services for at least 3 Central government departments/ PSU/ Govt Agencies/ Banks and should have handled at least 5 Lac Real Time SMS alerts per annum (in total) in the said two projects.	Performance Certificate by the client duly mentioning the total number of transactions handled.
5	The Bidder should have at least one office in New Delhi and preferably support centers/logistics for the entire state	Address Proof, GST Certificate

Technical Criteria

Institute intends to purchase SMS Gateway with the following specifications.

Scope of Work

1. Transactional bulk SMS
 2. No. of SMS: 5 lakh (5,00,000)
 3. API integration with our internal websites
 4. Option for both group and individual SMS sending
 5. Send scheduled SMS
 6. Instant SMS Delivery 24x7
 7. Real Time Reports
 8. Lifetime Validity
 9. Delivery to DND numbers
 10. 100% Delivery Guarantee
 11. Excel/CSV File to SMS Upload
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- Bidders who fulfil the Technical and Eligibility Criteria, will be considered for evaluation of their Financial Bid.
 - IIFT reserves the right to seek clarification from the bidder at any point of the bidding process.
 - The Bid Document must be properly indexed and numbered.

Financial Bid

Format for Quoting Financial Bid for SMS Gateway

S/No	Requirements	Cost + GST
1.	Transactional bulk SMS	
2.	No. of SMS: 5 lakh (5,00,000)	
3.	API integration with our internal websites	
4.	Option for both group and individual SMS sending	
5.	Send scheduled SMS	
6.	Instant SMS Delivery 24x7	
7.	Real Time Reports	
8.	Lifetime Validity	
9.	Delivery to DND numbers	
10.	100% Delivery Guarantee	
11.	Excel/CSV File to SMS Upload	

It is certified that I/ We have gone through and understood the contents of the Tender Notice, terms and conditions given in the tender notice are acceptable to me/ us.

Name of the bidder:

Contact Number:

Address:

Signature and seal of the bidder:

Note: Financial Bid to be enclosed separately in an envelope. Submitting of Financial Bid with Technical Criteria will lead to disqualification of bid.

Annexure-1

Declaration for Bid Security

I _____ Son/ Daughter/ Wife of _____ on behalf of the _____(Name of Company) do hereby declare that if we withdraw or modify our bids for the Tender during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in Tender, we will be suspended for a period of 1 year from being eligible to submit Tender /Proposal for contracts with IIFT.

Name

Company

Signature with Seal

Annexure-2

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020),

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____ (Name of the Person(s), S/o _____ at _____ (Address _____), working as (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i) Name and details of the Domestic manufacture
- ii) Date on which this certificate is issued
- iii) Product for which the certificate is produced
- iv) Percentage of local content.

Signed by me at _____ on _____ 00/2022

NEAR RELATIONSHIP CERTIFICATE

"I.....S/o..... R/o hereby
certify that none of my relative(s) as defined in the tender document is / are employed in
IIFT unit as per details given in tender document. In case at any stage, it is found that
the information given by me is false / incorrect, IIFT shall have the absolute right to take
any action as deemed fit / without any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

For the Performance Bank Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (here after referred to as "IIFT") has issued an APO no. Dated/...../2021 awarding the work of "Providing SMS Gateway Services at IIFT Delhi" to M/s....., R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favor of Vice Chancellor, IIFT of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../2021(hereafter referred to as "Validity Date"). Now at the request of the Bidder, We Bank Branch having..... (Address) and Regd. office address as (hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of

the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained

- (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Indian Institute of Foreign Trade" and payable at "Delhi".
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date : (Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

E-mail ID:

Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

UNDERTAKING & DECLARATION

FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

Certified that:

1. I / We.....have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Performance guarantee deposited by us will stand forfeited to the IIFT.
3. I / We are not blacklisted by GST authorities.

The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Date:

Place :

Signature of bidder Name of bidder

Along with date & Seal.....

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

The Administration Section

IIFT Bhawan

B-21, Qutab Institutional Area

New Delhi – 110 016

We hereby confirm and declare that we, M/s -----, is not black listed/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorized Signatory

Date: