

# GREATER HYDERABAD MUNICIPAL CORPORATION

E-TENDERS ARE INVITED FOR SUPPLY OF BULK SMS's PUSH SERVICES TO GHMC FOR PERIOD OF (2) YEARS.



THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF GHMC AND WILL NOT BE RETURNED. GHMC RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM. THIS DOCUMENT IS PREPARED BY GHMC FOR SUPPLY OF BULK SMS's PUSH SERVICES TO GHMC FOR PERIOD OF (2) YEARS. IT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM.

Tender No: 08/J1/IT/GHMC/2022-23, Dt:27.01.2023.

GREATER HYDERABAD MUNICIPAL CORPORATION

Tank Bund Road, CC Complex, Hyderabad-500063.

## HOW TO APPLY ON e-PROCUREMENT PORTAL

- a. Applications can be downloaded from Government of Telangana e-Procurement Website <https://tender.telangana.gov.in/> under login for suppliers. Aspiring parties who have not registered in e-procurement should register before participating through the website <https://tender.telangana.gov.in/>
- b. The details of the process of registration and obtaining the digital signature certificates are available on the website: <https://tender.telangana.gov.in/> Necessary hands on training could be obtained from the center for M/s Vupadhi Techno Services Pvt. Ltd. and could also be obtained over telephone at +91-4040-44426250/51 Fax +91-40-44426252 **or mail to** [tseprocsupport@vupadhi.com](mailto:tseprocsupport@vupadhi.com). can access the application on the website, fill them with all relevant information, and submit the completed application and supporting documents
- c. **Read the complete document, carefully** PDF versions or scanned copies of the required documents are to be uploaded on the website.
- d. The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- e. For any help or technical support on e-Procurement, Bidders may contact M/s Vupadhi Techno Services Pvt. Ltd over phone or in person or their helpdesk at: e-Procurement Help Desk.

### **Vupadhi Techno Services Pvt. Ltd.**

1st Floor, Ramky Grandiose,  
Sy. No: 136/2 & 4, Gachibowli,  
Hyderabad - 500032.  
Telangana State.  
+91 40-33762222, 23  
[tseprocsupport@vupadhi.com](mailto:tseprocsupport@vupadhi.com) .

**Letter of Undertaking on Company Letter head**

To  
The Addl. Commissioner (IT)  
3<sup>rd</sup> Floor, GHMC Head Office,  
Tank Bund Road,  
Hyderabad. 500063

Sir,

Reg.: Our bid for Supply of Bulk SMS's Push Services to GHMC for period of (2) Years we submit our Bid.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Vendor means the bidder who is decided and declared so after examination of

commercial bids. Yours faithfully

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**GREATER HYDERABAD MUNICIPAL CORPORATION: HYDERABAD**

O/o Additional Commissioner (IT),  
3<sup>rd</sup> floor, IT Section, Head Office,  
Tank Bund, Hyderabad.

(FORWARDING SLIP TO ACCOMPANY TO THE TENDER SCHEDULE)

1)	Tender Notice No. & Date	:	08/J1 /IT/GHMC/2022-23 Dt:27.01.2023
2)	Name of the Work	:	Supply of Bulk SMS's Push Services to GHMC for period of (2) years.
3)	Name and address of the Agency	:	M/s._____
4)	<b>Bid Processing Fee</b> (By way of DD drawn on or after <b>30.01.2023</b> from any scheduled Bank)	:	Rs. 5000 should be drawn in form of DD in favour of Commissioner, GHMC
5)	<b>Earnest Money Deposit</b>	:	<b>Rs. 50,000 (initial payment)</b> shall be paid while submitting bids through online payment at <a href="https://tender.telangana.gov.in/">https://tender.telangana.gov.in/</a> and the balance amount of the tender value calculated @ 2.5% should be paid at the time of 1 <sup>st</sup> Purchase Order and agreement in favour of Commissioner, GHMC
6)	Bid Document Down Load start Date	:	30.01.2023 @ 04:00 PM onwards
7)	Opening of Financial Bids	:	13.02.2023 @ 04:00 PM
8)	Address	:	O/o Additional Commissioner(IT), 3 <sup>rd</sup> floor, IT Section, Head Office, Tank Bund, Hyderabad.
9)	Contact Number & mail:	:	6309999458 <a href="mailto:deeit-ghmc@gov.in">deeit-ghmc@gov.in</a>

Agency:

Signature of the Participant :  
Seal :

Note : For Further details, specifications please visit <https://tender.telangana.gov.in/>

## **NOTICE INVITING TENDERS:**

Tenders are invited on e-Procurement platform from the agencies. A complete set of tender document can be downloaded from the website of <https://tender.telangana.gov.in/> on payment of non refundable amount of As mentioned in the Tender Document against each Package – Nonrefundable under any circumstances towards Bid Processing fee through D.D. drawn in favor of the Commissioner, Greater Hyderabad Municipal Corporation, Hyd. GST as mentioned in the Tender Document against each Package to Commercial Tax Department online e-Payment on <https://www.tgct.gov.in/tgportal/DLRServices/Payments/e-PaymentGen.aspx>

The Tender Participant must fulfill the qualification criteria mentioned in the tender document. All tender offers must be uploaded on or before 13.02.2023 @ 04:00 PM duly uploading the copies of DDs along with other documents as per terms and conditions as stipulated.

**Agency:**

**Signature of  
the participant**

**Seal:  
Seal:**

## CONTENTS

S.NO	DESCRIPTION	Page No.
	Scope of Work	7
1.	Eligibility Criteria of Bidders	7
2.	Terms and Conditions	9
3.	Service Level Agreement	11
4	Bid submission	12
4.1	Technical bid	12
4.2	Financial bid	12
5.	Clarification of bid documents	12
5.1	Bid Validity	13
5.2	Bid Security (EMD)	13
6.	Preparation of Financial Bid	13
6.1	Over view of Financial Bid	13
6.2	Bid prices	13
7	Standard procedure for Opening & Evaluation of Bids	14
7.1	Outline of Bid Evaluation procedure	14
7.2	Preliminary Examination	14
7.3	Evaluation of Technical Bid	15
7.4	Evaluation of Financial Bid	15
8.	Contacting GHMC	15
9.	Award Criteria	15
9.1.	GHMC right to vary quantities at time of award	16
10.	Quality Standards	16
10.1	Quantity to Quote	16
11.	Deviation from Specification	17
12.	Corrupt or Fraudulent Practices:	17
13.	Payment	17
14.	Declaration of Tenderer (Annexure-I)	18
15.	Record of Arbitration & Litigation (Annexure-II)	19
16.	Bidder Information (Annexure-III)	20
17	(Annexure-IV) a) Evidence of Experience b) Details of Materials supplied by the Tenderer	21
18	<b>(Annexure-V)</b> Materials Required	22
19	Check List (Annexure-VI)	23
20	Bill of Quantities (Annexure-VII )	24

### **Scope of Work: Bulk SMS's**

- 1) Special API URL along with SMS push portal to send messages to be provided by Agency.
- 2) MIS reports and Dashboard has to provide by the agency.
- 3) Establishment of SMS facilities (Push only), capable of delivering SMS to the Citizens subscribed to all the telecom service providers of the state of T.S. with auto acknowledgment features.
- 4) Special characters should to be allowed in text SMS.
- 5) Dedicated SMS bandwidth Allocation to minimize latency.
- 6) Duplicate checks at the API level for avoiding duplicate messages being sent to end users published from user side with same message ids.
- 7) Multiple Retries of failed messages via another gateway for Domestic users to achieve maximum success rates.
- 8) Identifying and retrying the failed messages to International roaming users via another International roaming gateway.
- 9) Detailed SMS-MIS report to notify the delivery success percentage and total messages sent for a previous day channel wise along with other details.
- 10) The service provider shall support 24X7 basis.
- 11) Delivery reports Ping back for VIP users with delivery status details.
- 12) User ids for the user interface should be provided by the service provider as per the requirement / on request of GHMC.
- 13) Generation of various required reports and search facilities on sent SMS.
- 14) Should provide online status of messages being sent and not delivered, distinct delivered messages through Telecom Service Provider and should be able to identify status of the message based on codes (e.g. Mobile inbox full, out of coverage etc.)
- 15) SMS usage Volume in year 2022 is approximately 25 Crore and quantity may be increase or decrease as per the requirement of GHMC and vendors are inform to give the financial offer in given format.
- 16) Check whether portal would work outside internet.

17) SMS Push portal should have provision for the following

- (a) Instant Messaging (without any file upload) up to 1000 mobile numbers for the same message.
- (b) SMS Push portal should have provision for creation of Groups & send SMS to groups.
- (c) Upload of file with customized messages against each mobile number (Bulk SMS)
- (d) Should be capable of delivering up to 15 lakh users in single delivery

18) Time required for delivering SMSs to the entire data base should not be more than 30 Seconds.

19) The solution should be support individual messaging, Group messaging and broadcast of messages.

20) The solution should support Retry Mechanism.

21) Should support schedule a message to be sent at a chosen date and time using SMS scheduler.

22) Delivery report should be updated in the application on real time basis. In case of failure to update the delivery report directly in the application, bills related to such delivery should be supported by back to back billing of the telecom operator.

### **1. Eligibility criteria :**

- a) The prospective bidders should have experience in Providing Bulk SMS services to any State/Central Government Departs / PUSs / Private organization in any one year, during the last (3) years.
- b) The Agency must be a professional and reputed telecom service provider / SMS service provider / SMS aggregator having message delivery arrangement with all the leading telecom service providers of the state of Telangana.
- c) The agencies turn over shall be more than Rs. 50 Lakh in any one year, during the last preceding three years viz., 2019-20, 2020-21, 2021-22.
- d) Details to be Uploaded:
  - 1. As per Check List of 'e' Procurement.
  - 2. Failing which the tender will be summarily rejected without any further intimation to the tender participant.
- e) GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.



## 2. Terms and conditions:

1. The L1 bidder will be awarded (2) years rate Contract from the date of Purchase Order/Agreement.
2. EMD of 2.5% Should be calculated and paid for the first Purchase order at the time of payment. The EMD shall be refunded after the completion of contract Period of (2) years from the date of supply of SMS. EMD does not attract any interest. If the bidder withdraws his offer within the validity period the EMD paid until will be forfeited.
3. The Bid processing fee will not be refunded under any circumstances. The EMD's shall be refunded to the unsuccessful tender participant except L1 and L2, soon after deciding the tenders after receipt of requisition from the Tender participants.
4. The bidder should quote their rates both in words as well as in figures. The rates quoted in words shall prevail in case of discrepancy. The rates mentioned shall including all Charges (Excluding GST).
5. GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained. Any wrong declaration in this regard if comes to the notice at a later date, will disqualify him from tendering.
6. The bidders are required to quote their lowest all inclusive rates in multiples of 1000 SMS's, delivery period and discount, if any.
7. If the delay exceeds more than 2 weeks, GHMC will reserve the right to cancel the order without giving any notice and EMD will be liable for forfeiture.
8. The GHMC will deal with the bidder directly and no middlemen / agents / Commission agents etc. should be asked by the bidder to represent their cause and they will not be entertained by the GHMC.
9. Payment shall be made promptly by the GHMC, but in no case later than (30) days after issuance of Acceptance Certificate.
10. The invoice should be submitted without mentioning GST amount. If vendor submit the invoice with GST, that invoice will not be considered for payment
11. GHMC at its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reasons.
12. Even after awarding the said Contract, the GHMC reserves the right to terminate the same at any time, without assigning any reason.
13. List of clientele in support of carrying out similar types of supplies to the Central Govt. /State Govt. /Autonomous Bodies/Semi Govt. / Corporation / Private Organizations should be invariably enclosed.

14. Statutory Deductions will be effected at the time of payment as per rules and vogue.
15. Successful bidder shall have to execute an agreement within (7) days from the date of issue of 1<sup>st</sup> Purchase Order with GHMC on a non-judicial stamp paper worth Rs.100/- (should be submitted by the agency) expressing acceptance of the terms and conditions for supply of the items and get it registered with the Registration Department at his / their own cost.
16. The Earnest Money Deposit will be retained with the GHMC for the vendors who accept to supply the materials at L1 rates. The Earnest Money Deposit shall not carry any interest and cannot be withdrawn during the contract period.
17. If the vendor fails to supply SMS's according to the rates quoted, action will be initiated against such vendor holding him/them responsible duly forfeiting the Earnest Money Deposit.
18. If latency in sending SMS's to the citizens is frequented or the any of the scope of work is not upto the required standards/specifications, the EMD will be forfeited without any further notice. The bill amount together with the other bills if any pertaining to the said agency will not be entertained besides taking further action.
19. The tenderer shall furnish the information in the Annexures I to VII. The tenderer is advised to submit the Hard copies of tender document for verification / evaluation whenever required.

**20. Penalty for Default in execution of work:**

For any delays in delivery beyond accepted period for delivery, the vendor will be liable for penalties as follows: (Delivery period shall be counted from the date of receipt of Purchase Order)

- A.
  - i. For the delay of first 2 Days or part there of 1 % of the value of the purchase order.
  - ii. For additional delay beyond 2 days, for every one day or part thereof a penalty of 0.5% of the PO value will be levied.
- B. If the delivery time is more than 1 week, the above percentage of penalties are applicable but in a compounding manner ie., for 1st week 1% and 2nd week 2.5 % and so on.

**21. Penalty for Defect and downtime in SMS Services: -**

- a) If at any time during performance of the contract, the bidder or its authorized agent should encounter conditions impeding timely completion of implementation schedule/delivery of the Services, the bidder shall promptly notify the AP in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder notice, the GHMC shall evaluate the situation and may at its discretion extend the bidder's time for performance against suitable extension of the period of the performance guarantee.
- b) GHMC reserves its right to recover these amounts by any mode such as adjusting

from any payments to be made by the GHMC to the bidder. However GHMC reserves the right to cancel the order over and above charging penalty.

22. Termination of the Contract: GHMC, Hyderabad is the sole arbitrator in case of failure by the vendor to perform any of its obligation under or arising out of the agreement. All disputes, differences and questions what so ever which may arise between the parties here to during the continuance of the agreement the GHMC, Hyderabad will have option to terminate the agreement or impose penalty.
23. The Bidder shall meet the minimum qualification criteria mentioned in the bid document and shall furnish documentary evidence in support of the qualifying requirement.

### **3. Service Level Agreement:**

1. System availability, reliability, Quality and timeliness in delivering the services are essential requirement from the Services Provider and any additions are modification to improve the services delivery shall be taken up without any reduction of scope of work.
2. Bidder should ensures 98% uptime for its SMS gateway service and expressly excludes the planned downtime. The uptime calculation will be done on quarterly basis.
3. Bidder, however, cannot guarantee deliveries to end user handsets since the same is outside the control of Bidder. Handset deliveries are on a best effort basis. In case of high levels of reported errors, Bidder shall make all reasonable efforts for taking up the issues with the concerned operator for speedy resolution.
4. Bidder should allot a dedicated technical assistant to be readily available 24/7 on call.
5. Corporation is not entitled to any claims/penalties for any failure on account of above SLAs. Bidder shall give advance notice of at least 48 Hour for any planned activities between 00:00 Hrs to 6:00 a.m. and during such time Corporation shall makes reasonable efforts not to send any SMSs. Bidder may allow some capacity if available to cater to Transactional messages Requirement.

## 4. Bid submission:

### 4.1. Technical bid

It shall include the following information about the firm and/or its proposal.

1. EMD Online payment at <https://tender.telangana.gov.in/>
2. Process Fee (Cost of Tender Schedule)
3. Firm Registration
4. GST Registration.
5. PAN Card
6. Declaration of Bidder (Annexure-I)
7. Record of Arbitration & Litigation (Annexure-II)
8. Bidder Information (Annexure-III)
9. Experience Details & Materials Details (Annexure-IV)
10. Technical Specifications (Annexure –V)
11. Check List (Annexure-VI)

### 4.2. Financial bid

The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the Annexure – VIII.

## 5. Clarification of bid documents:

1. Prospective Bidder requiring any clarification on the Tender Document may notify the GHMC in writing through e-mail (deedit-ghmc@gov.in). Bidders should send their queries latest **on or before Date:12.02.2023 @ 4.00 PM**. However, it is not binding for GHMC to answer/accept any or all of such queries/comments. Copies of the response will be uploaded on the e-procurement portal only.
2. To facilitate evaluation of Proposals, GHMC may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Not with standing anything contained in the Tender Document, GHMC reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.
3. The bidders are requested to upload all the Technical and Financial proposals on e-procurement portal only.
4. During evaluation of the bids, GHMC may, at its discretion, ask the bidder for clarification of its bid.

## 5.1. Bid Validity

The commercial bid (Rate) should be valid for (2) Years from the date of opening of qualification bid. GHMC may ask bidders to extend the period of validity on mutual understanding. Commercial Bids of qualified bidders only shall be opened.

## 5.2. Bid security i.e. Earnest Money Deposit (EMD)

- i. Tenders have to pay total 2.5% EMD on the Bid Price. Initial EMD payment of Rs.50,000/- to be paid on the tender website and balance shall be calculated on the Invoice amount of the 1<sup>st</sup> purchase order issued and should be paid at the time of agreement in favour of Commissioner, GHMC, Hyderabad in the form of a DD, payable to the **“Commissioner, Greater Hyderabad Municipal Corporation, Tank Bund, Hyderabad”** drawn from any scheduled Bank. **EMD in any other Form / Instrument shall not be acceptable.** This EMD does not carry any interest.
- ii. It may be noted that no tendering party is exempted from payment of this Earnest Money Deposit. Tenders submitted without EMD shall be summarily rejected. EMD in respect of parties that are not selected shall be returned within one month.

## 6. Preparation of financial bid:

### 6.1. Overview of financial bid

The financial bid should provide cost calculations corresponding to multiple of 1000 SMS's.

### 6.2. Bid prices:

- a. The bidder shall indicate the unit price calculated in multiple of 1000 SMS's it proposes to supply under the contract.
- b. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by GHMC and will not in any way limit the purchaser's right to contract on any of the terms offered.
- c. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.
- d. Bid currency : Prices shall be quoted in Indian rupees.
- e. Price Quoted with GST amount will not be considered
- f. GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt:28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.

## **7. Standard procedure for opening and evaluation of bids:**

### **7.1 Outline of bid evaluation procedure**

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the GHMC authorized officer shall open, Technical bids. Finally financial bids of those bidders will be opened who are short listed in technical evaluation and all the communications with regard to tender evaluation status shall be viewed on e-procurement portal only.
2. In case of composite bid - technical and financial bids combined together, first Prequalification, Technical evaluation will be done followed by Financial evaluation of only those bids which have qualified in Pre qualification, Technical evaluation.
3. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or GHMC may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

### **7.2 Preliminary examination:**

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. 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 price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. GHMC may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
4. Prior to the detailed evaluation, GHMC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without any deviations.
5. If a bid is not substantially responsive, it will be rejected by the GHMC and may not subsequently be made responsive by the bidder by correction of the nonconformity.

### **7.3 Evaluation of Technical bid**

Technical bid documentation shall be evaluated in two sub-steps.

1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
2. In the second step, GHMC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

### **7.4 Evaluation of Financial bid**

1. Financial bids of those vendors who satisfy technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. GHMC will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid.
2. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user and who ever quotes L1 price (inclusive taxes) will be treated as successful bidder.

### **8. Contacting GHMC:**

1. Bidder shall not approach GHMC officers outside of office hours and / or outside GHMC office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence GHMC officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the GHMC, it should do so in writing.

### **9. Award criteria:**

Final choice of firm to execute this project shall be made on the basis of conformity to technical requirements, appropriateness of the product/services offered, appropriateness of financial offer from the point of view of cost-effectiveness, total cost of ownership over entire contract period for the product/services and past track record of bidder.

#### **9.1. GHMC right to vary quantities at time of award**

GHMC reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

1. GHMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
2. GHMC reserves the right to decide which ever plan is feasible as quoted in Annexure IV. Whatever plan is finalized, the bidder who stands as L1 will be selected.
3. Prior to expiration of the period of bid validity, GHMC will notify the successful bidder in writing, that its bid has been accepted.
4. Upon the successful bidder's acceptance to, GHMC will promptly notify each unsuccessful bidder and will discharge its bid security on e-procurement portal only.
5. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the process of contract execution and
6. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
7. "Unethical practice" means any activity on the part of bidder which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of financial bids will be treated as unethical practice.
8. GHMC will reject a proposal for award and also may debar the bidder for future tenders in GHMC, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

#### **10. Quantity to Quote:**

Bidder shall quote for full quantity indicated in the bid Specification. Offers for Partial quantity are liable for rejection.



## **11. Deviation from Specification:**

1. Any Deviation from the specified specifications or improvement over the specification should be stated in the offer in the enclosed Schedule of deviation format.
2. The detailed dimensioned drawing will have to be furnished with the tender incase if it is applicable.

## **12. Corrupt or Fraudulent Practices:**

It is essential that the Purchaser as well as Bidder / supplier / contractor for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

## **13. Payment:**

1. The vendor's request(s) for payment shall be made to the GHMC in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed. Payments shall be made promptly by the GHMC, but in no case later than (30) days after issuance of Acceptance Certificate and the vendor shall submit a valid invoice or claim accordingly.
2. **The invoice should be submitted without mentioning GST amount. If vendor submit the invoice with GST, that invoice will not be considered for payment**
3. For any dispute arising here of shall fall within the jurisdiction of Hyderabad.

## **A N N E X U R E - 1**

### **DECLARATION OF TENDERER**

I /We hereby declare that I / We read the specifications and all the relevant standards and requirements of the work and that I / We have myself/ ourselves are thoroughly satisfied about the quality, availability and transport facilities for all materials and required for the work on which I / We have based my /our rates for the work. The Specifications, terms & conditions of the contract have been received by me /us well in advance before submitting the tender.

I/We am/are prepared to furnish detailed data in support of all my/our rates quoted, if and when called upon to do so without any reservations within (3) days from the date of receipt of communication.

Agency:

Signature of  
the participant

Seal:

**ANNEXURE - II**  
**RECORD OF ARBITRATION & LITIGATION.**

The Tenderer shall record chronologically any disputes he had with any of his previous clients during the last (3) years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

Sl. No.	Project Identification & Location	Name & address of the client	Description	Nature of disputes		Amount claimed	Award in favour of client/ contract
				Period of Arbitration /Litigation from	to		

Name :

Signature :

Date :

Seal of the Company :

Designation :

Note : Separate forms shall be submitted to cover details in above format for the individual members of joint venture.

Agency:

Signature of  
the participant

Seal:

## ANNEXURE – III

### BIDDER INFORMATION

1	Name of the Organization	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Contact person details with phone no.	
8	Total No. of branch offices in Telangana / A.P	
9	Total Support Engineers at --	
10	At Head office ( No.)	
11	At branch offices (No.)	
12	Whether Manufacturer?	If Yes, Provide relevant documents
13	Whether authorized dealer/ Service Provider?	If Yes, Provide relevant documents
14	Details of certificates enclosed.	

*Relevant supporting documents for the above information to be submitted.*

Place & Date

Bidder's signature and Seal

**ANNEXURE - IV**

**A) EVIDENCE OF EXPERIENCE:**

Name of Materials supplied on hand	Estimated cost	Amount of Contract	Date of Agreement	Agreed date of completion	Agreed progress upto end of previous month	Actual progress upto end of previous month	Name of the Division in which the supplies

**B) DETAILS OF MATERIALS SUPPLIED BY THE TENDERER**

Name of Materials supplied	Estimated cost	Amount of Contract	Actual amount final bill received or to be received	Agreed period of completion		Actual period of completion	
				From	To	From	to

Note: the Tenderers may attach a separate sheet if the space left is insufficient

Agency:

Signature of the participant

Seal:

## ANNEXURE – V

### TECHNICAL SPECIFICATIONS

<b>Sl. No</b>	<b>Description</b>	<b>Rate per each Transactional SMS in Multiples of 1000 SMS's (YES/NO)</b>	<b>Complied (YES/NO)</b>
1	Supply of Push SMS (English 160 character)		

**Note:** GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt: 28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.

Signature of the tender:

## Annexure –VI

### (Check List)

The following are the particulars of compliance/deviations from the requirements of the tender specifications. (For every item appropriate remarks should be made like Complied, No deviation, Agreed, Enclosed)

<b>Bid document reference</b>	<b>Enclosed Yes / No</b>
1. EMD online payment	
2. Process Fee (Cost of tender schedule)DD	
3. Firm Registration	
4. PAN Card	
5. Service Tax Registration	
6. GST Registration	
7. Turnover Details	
8. Declaration of Bidder (Annexure-I)	
9. Record of Arbitration & Litigation (Annexure-II)	
10. Bidder Information (Annexure-III)	
11. Evidence of Experience & Details of Materials (Annexure-V)	
12. Technical Specifications (a&b) (Annexure-VI)	
13. Check List (Annexure-VII)	
14. Bill of Quantities (Price schedule) (Annexure –VIII)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Bidder's signature

Date :

Bidder's seal

**Annexure – VII**

**GREATER HYDERABAD MUNICIPAL CORPORATION  
Bill of Quantities (Price schedule)**

**SUPPLY OF BULK SMS's PUSH SERVICES to GHMC FOR PERIOD OF (2)  
YEARS.**

NIT No.: **08/J1//IT/GHMC/2022-23, Dt:27.01.2023.**

Name of Contractor : .....

Address : .....

Sl. No	Description	Rate per each Transactional SMS in Multiples of 1000 SMS's in Rs. (GST Exempted)
1	Supply of Push SMS (English 160 character) (including DLT charges)	

Note:

1. Unit rate and price shall be quoted by the bidder in Indian rupees in figure & words.
2. The rate quoted should be inclusive of all charges.
3. GST is exempted for GHMC Pure services as per the Notification No. 12/2017 Dt: 28.06.2017- Central Tax (Rate) GAZZETE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i) of the Ministry of Finance Government of India, subject to clarification from GST authorities, if any. Interested bidder should quote Exempting GST and future claims for GST amount would not be entertained.

Signature and Seal of Contractor