

**INFORMATION TECHNOLOGY DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA: NEW DELHI**

No.D/354/DIR/IT/2017

Dated: 02/01/17

**SUB: Providing services of SMS Gateway for generation of SMS**

Dear Sir,

Please quote your lowest rate for providing services of SMS Gateway for generation of SMS from our web-based application in sealed cover duly subscribed with quotation no. and date. Your sealed quotation must reach this office by 3:00 P.M. on due date i.e. 10.01.2017. Quotation received may be opened at 3:30 P.M. on same date in the presence of suppliers of their authorize representative who may desire to attend in room of Director(IT) at Room No. 7008, 7<sup>th</sup> Floor NDMC, Palika Kendra, New Delhi-110001.

It shall be responsibility of quotationer to ensure that their quotation reaches in time. As quotation received after the due date and time will not be considered.

<b>S. No.</b>	<b>Description of Services</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Amount</b>
1.	Providing service of SMS Gateway Application to be integrated with existing web-based application for sending of individual SMS as well as Bulk SMS to	01		
2.	Annual Charges	01		
3.	Per SMS Charges	01		
<b>Grand Total inclusive of all</b>				
<b>(Rupees only)</b>				

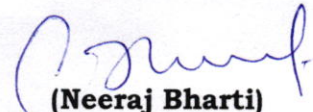
**Terms & Conditons:**

- a) **Rates:** Rates shall be written in figure as well as in words (English).
- b) **Quantity:** The Quantity of SMS is subject to change according to the actual use.
- c) **Validity:** The rates should hold goods for three months from the date of opening of quotations the validity quoted less than three months will not be taken in to consideration.
- d) **No hidden cost.**
- e) **Applicable Taxes:** - The price quoted by quotationer should be inclusive of all taxes.
- f) The bidder should submit their bid in two cover system.
- g) Bidder should have GSM license for Delhi & NCR circle.

- h) The bidder should have two similar experience directly with Govt./Local body/PSU in India during the last 3 years ending last day of the month previous to the one in which quotations are invited. (Enclose copies of work order/ supply orders) which NDMC may choose to verify directly from such customers.

**Quotationer may contact for any query or technical clarification to Joint Director (IT), Room No. 7013, 7<sup>th</sup> Floor, IT Department, NDMC, Palika Kendra. The bidder may forward their queries regarding clarification to [jd.it@ndmc.gov.in](mailto:jd.it@ndmc.gov.in) or contact at 011-41501367 before 48 hours of last submission date & time of bid.**

Quotationer is requested to read the specification and other terms and conditions carefully and make offer very clear and specific in all respect. The quotation with any condition would be rejected out rightly. Any ambiguity noticed in the quotation will rendered not eligible and will therefore be ignored without making any further reference even if the firm may emerge the lowest quotationer.

  
(Neeraj Bharti)  
Director (IT)

TEL: 011-41501383

2/1/2014

## **TERMS AND CONDITIONS**

### **1. Application**

These Terms and conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

### **2. Purchaser's Right to vary Quantities**

The Purchaser reserves the right to vary the quantity. Purchaser also reserve the right to order for development of additional quantities at a price accepted after this order for a period of two years from the date of order placement.

### **3. Scope of Work**

The Scope of work necessarily, but exclusively, includes the following activities:

- A.)** Providing of services of SMS Gateway which can be integrated with existing web-based application for sending of individual and/or Bulk SMS to respective officers.
- B.)** Bidder will ensure for providing of reliable and online services, which is operational 24x7.
- C.)** SMS Gateway Application should be compatible with all type of server configurations, operating system and scripting languages etc.
- D.)** SMS Gateway shall be able to upload Bulk SMS directly from Excel file with customized speed and sender id. The following functionalities will be there:
  - i. Grouping Functionality
  - ii. Single click application for delivering of SMS to multiple numbers.
  - iii. Personalized Sender ID's
  - iv. N-number of MIS Reports should be generated as per requirements of NDMC time-to-time.
  - v. Bidder should ensure prompt delivery of SMS to all networks in highly secured manner.
  - vi. Free Telephone Support and availability of services for 24x7.
- E.)** The firm shall arrange all requisite infrastructure, tools, and human resources for implementation of solution. NDMC will not pay any additional cost for implementation of SMS Gateway.

**F.) Testing of SMS Gateway with** existing application. At this stage, the various options within the program will be tested. This will involve checking out any bugs or errors in the application. If some errors are found then they will be rectified and whatever changes required will be incorporated into the application. NDMC will not pay any additional cost for this. The work shall be completed in a time-bound manner.

**G.) Deployment:-** The SMS Gateway application will be provided on a CDROM, which will deploy on Web Server of NDMC. Easy & immediate deployment is required.

**4. Inspection and Tests**

The purchaser shall have the right to inspect and/or test the application for conformity to the Contract Specification. Should the SMS Gateway fail to conform to the specification, the Purchaser may reject them and the supplier shall update/ modify the application to meet specification requirement free of cost to the Purchaser.

**5. Arbitration**

In the event of any dispute or differences arising between the contract for and the NDMC in connection with this contract the same will be referred to the sole arbitration of the Chairperson, NDMC or his nominee whose decision shall be final and binding on both the parties to this contract. The venue of arbitration shall be National Capital Territory of Delhi.

**6. Delivery & Installation**

Development & delivery of the application shall be completed by the supplier in accordance with the terms specified by the purchaser within 15 days from date of issue of the work order.

**7. Delay in the Suppliers Performance**

Delivery of the SMS Gateway Application and Performance of services shall be made by the supplier in accordance with the time schedule specified by the Purchaser in its Schedule of requirements. Any delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions forfeiture of its earnest money, imposition of liquidated damages and/or termination of the contract for default.

**8. Liquidated Damages**

If the supplier fails to deliver any or all the Goods or perform the services within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed goods or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the total contract price.

**9. Transportation**

The Bidder/Supplier shall be required to meet all transport and storage expenses until delivery and installation at NDMC sites in Delhi.

**10. Proprietary Rights**

The Bidder/Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in India.

**11. Assignment**

The supplier shall not assign, in whole or in part its obligations to perform under this contract, except with the Purchaser's prior written consent.

**12. Sub- Contracts**

The contract shall not sublet, transfer or assign the contract or any part thereof contravening this condition failing which, the purchaser shall be entitled to place the contract elsewhere on the contractor's account. Any losses or damages which the purchaser may sustain in consequence or arriving out of such replacing the contract will be borne by the vendor.

**13. Amendments**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

**14. Contract Period**

The contract between NDMC and service provider shall be for a period of one year from the date of award of work. The contract may be extended on performance basis. The contractor has to accept the extension of the contract on the same terms & conditions.

**15. Payment Terms**

The standard payment terms, subject to recoveries, if any, under the Liquidated Damages clause in the quotation terms and conditions will be as under:

- a) 90% on successful integration of SMS Gateway, installation, commissioning and acceptance of the application.
- b) 10% of contract prices shall be paid after satisfactory completion of 1 year or against bank guarantee valid for a period of 1 year and 2 months as per NDMC format.
- c) The payment of recurring charges including SMS charges will be paid on completion of quarter of the year.

**16. Termination for Default**

The Purchaser may without prejudice to any other remedy for breach of contract, by

Written notice of default sent to the bidder, terminate the contract in whole or in part.

Ø If the Bidder fails to deliver any or all of the Goods within the time period(s) specified in the contract.

Or

Ø It the Bidder fails to perform any other obligation(s) under the contract.

**17. Force Majeure**

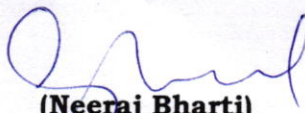
The Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if the delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events will include wars, revolutions, fire, floods, epidemics, and quarantine and freight embargoes.

**18. Termination for insolvency**

The Purchasers may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right to action or remedy which has accrued or will accrue thereafter to the purchaser.

**19. Execution of Contract.**

Contract shall have to execute the contract/agreement with the purchaser within 15 days of the receipt of the supply order on a non-judicial stamp paper of Rs. 50/- as per the prescribed format provided by NDMC. Failure to execute the contract is liable to result the rejection of the work order.

 2/2017  
(Neeraj Bharti)  
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