

File No. 16-15/2015-DD III
Government of India
Ministry of Social Justice & Empowerment
Department of Empowerment of Persons with Disabilities (Divyangjan)

Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi
Dated 13th February, 2017

NOTICE INVITING TENDER

Subject: RFP for Selection of Agency for Providing Bulk SMS for the Unique Disability ID (UDID) Project (Reference No. 16-15/2015-DD III)

The Department of Empowerment of Persons with Disabilities, (DEPwD) (Divyangjan) Ministry of Social Justice & Empowerment, Government of India is in the process of creating a National Database of Persons with Disabilities and to provide a UDID card to each Person with Disability. This Department intends to invite bids from all eligible agencies for the purpose of selection of agency for providing bulk SMS for the Unique Disability ID (UDID) project. The eligible criteria for participating in the tender process has been enumerated in the RFP document which can be downloaded from the Department website [www. Disabilityaffairs.gov.in](http://www.Disabilityaffairs.gov.in) and/or [www. Eprocure.gov.in](http://www.Eprocure.gov.in).

All the eligible bidders satisfying the eligible condition as per the RFP document may **submit** their bids online through CPP portal **only till 12 noon of 27-02-2017**. The technical bids **will be opened at 12:00 noon on 28-02-2017**. Kindly go through the RFP document carefully while submitting bids online. The bids not submitted online through CPP portal will not be entertained by DEPwD.

DEPwD shall hold a pre-bid meeting with the prospective bidders on **17-February-2017 at 11.30 AM** at Conference Room No. 525, B-II, Antyodaya Bhavan, CGO Complex-Lodhi Road, New Delhi-110003. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Department.

Department of Empowerment of Persons with Disabilities, (DEPwD) reserves the right to reject any or all applications without assigning any reason.



(Awanish K Awasthi)
Joint Secretary to the Government of India
Tel: 24369056

Tender

For

Selection of Agency for Providing Bulk SMS for the
Unique Disability ID (UDID) Project

Reference No. 16-15/2015-DD III



Government of India
Ministry of Social Justice and Empowerment
(Department of Empowerment of Persons with
Disabilities) (Divyangjan)

Section-I

Table-A: Time and Work Frame

1.	Tender inviting authority	Department of Empowerment of Persons with Disabilities (DEPwD), Government of India.
2.	Job requirement	Sending SMS alerts to PwDs under different stages of processing of his/her application for grant of Disability Certificate/UDID card under the UDID project. The alerts need to be sent at the stages of registration, allocation of date and time of assessment, allocation of UDID number and delivery status etc.
3.	Volume	There are 2.68 Crore estimated PwDs in the country. The project aims to cover all such PwDs for sending 4 SMS alerts to each PwD under the entire cycle of the UDID project.
4.	Tenure of the contract	For a period of Three years unless extended
5.	Data transfer & security.	As specified by Department of Empowerment of Persons with Disabilities, Government of India, through secure data transfer
6.	Cost of tender form (tender cum processing fees)	INR 500, tender copy can be downloaded from the Department's website : www.disabilityaffairs.gov.in
7.	Earnest Money Deposit amount payable.	Rs. 1 Lakh
8.	Date of Floating of Tender	11-February-2017
9.	Date of Pre Bid Meeting Notice	13-February-2017
10.	Pre Bid Meeting	17-February-2017; at 11.30 AM
11.	Last date of issuing corrigendum, if any, on the basis of Pre Bid Meeting	22-February-2017
12.	Last date for submission of bid	27-February-2017; 12 noon
13.	Date of opening of Technical bid	28-February-2017; at 12 noon in the office of Director – DEPwD
14.	Address for Communication	Department of Empowerment of Persons with Disabilities (DEPwD), Room No. 518, B-II, Antyodaya Bhavan, CGO Complex, Lodhi Road, New Delhi-110003
15.	Contact Person	Sh. K.V.S Rao Director

Section-II

1. Preamble:

Department of Empowerment of Persons with Disabilities (DEPwD) (Divyangjan) is implementing the "Unique Disability ID" (UDID) project for Person with Disabilities (PwDs) with a view of creating a National Database for PwDs, and to issue a Unique Disability Identity Card to each person with disabilities. The project will not only encourage transparency, efficiency and ease of delivering the government benefits to the persons with disabilities, but also ensure homogeneity. The project will also help in stream-lining the tracking of physical and financial progress of beneficiary at all levels of hierarchy of implementation – from village level, block level, District level , State level and National level.

Under UDID project, it has been envisaged that each applicant PwD will get SMS alert at different stages of processing of his/her application for grant of Disability Certificate / UDID card. As per Census-2011, there are 2.68 crore Persons with Disabilities (PwDs). Their number may increase in view of new Rights of Persons with Disabilities' Bill enacted by Parliament which envisages addition of more number of disabilities

The Department intends to avail the SMS Gateway services for sending PUSH messages to the PwDs through its UDID application. The SMS services under the UDID project shall cover all the PwDs (currently 2.68 crore PwDs as per Census 2011). Each PwD would get 4 SMS alerts during the entire processing of UDID cards. The SMS alert would generally be at the stage of registration, allocation of date and time of assessment, allocation of UDID number and delivery status etc.

In view of above, DEPwD had taken the approval of TRAI for usage of 6 digit SMS code (UDISMS). TRAI had also exempted these SMS's from transactional SMS charge of 5 Paisa per SMS.

DEPwD invites sealed proposals from the vendors for the Selection of the agency for Bulk SMS services for the UDID project.

Given below is the pre-qualification/eligibility criterion for participation of agency in the tender process:

Eligibility Criteria

- i. The Bidder must be a Registered Corporation / Company in India and functioning for last 4 (Four) years
- ii. The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS. The bidder should also be registered with TRAI for telemarketing as per RBI guidelines.
- iii. The Bidder should be ISO 9000 Certified company
- iv. The bidder must have experience of having successfully completed similar services during the last 3 years (ending 31st March 2016) as follows:
 - (a) Two similar services each costing not less than Rs. 10 Lacs.

OR

One similar service costing not less than Rs. 15 Lacs.

And

- (b) The bidder must have successfully executed similar bulk SMS service for any Government or Semi Government / PSU / Autonomous body of Central or State Government in India.
- v. The bidder should not have been blacklisted by any Government or Semi Government / PSU / Autonomous body of Central or State Government in India for execution of SMS services during the last 3 years. Bidder needs to submit a declaration in its letter-head to this effect as per Annexure–VII.
- vi. The bidder must have necessary Technical support for providing the service.

FINANCIAL & EXPERIENCE

The Bidder should be a profit making company in the last 3 years having minimum net worth of Rs. 50 lakh and should have registered annual turnover of Rs 1 Crores per year during last 3 financial years i.e 2013-2014, 2014-2015 and 2015-2016.

Sealed tenders are invited by the Department of Empowerment of Persons with Disabilities, Government of India, from the bidder who qualify the above eligible condition. The bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

The bidder must download the tender documents from Department website (<http://www.disabilityaffairs.gov.in>) /or CPP portal (<https://eprocure.gov.in>) before the last date and time of sale of tender document in order to bid for this tender.

2. Scope of Work:

Under the Unique Disability ID (UDID) project implementation, the Department intends to avail the SMS Gateway services for sending PUSH messages to the PwDs through its UDID application. The SMS services under the UDID project shall cover all the PwDs (currently 2.68 crore PwDs as per Census 2011). The number of PwDs may increase in view of new Rights of Persons with Disabilities' Bill enacted by Parliament which envisages addition of more number of disabilities

Each PwD would get 4 SMS alerts during the entire processing of UDID cards. The SMS alerts would generally be sent to each PwD under the following 4 stages:

- i. Registration of PwD,
- ii. Allocation of date and time for Medical assessment,
- iii. Allocation of UDID number, and
- iv. UDID card delivery status

The tentative text for the SMS content under each of the 4 Stages is provided as below:

S.no.	UDID Card Processing Stages	Tentative Text
1	Registration of PwD	Your online Application has been successfully submitted and your Enrolment number is _____
2	Allocation of date and time for Medical Assessment	For medical assessment, you may report at ___(Hospital)_____ on _____(date)_____ at _____time_____
3	Allocation of UDID number	You have been successfully allocated UDID no. _____(18 digit UDID no.)_____
4	UDID card delivery status	Your UDID card is being generated and will be dispatched within 3 days / shortly

3. Instructions to the Bidders:

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder.

- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e) Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- f) This RFP does not constitute an offer by the Department. The bidder's participation in this process may result in the Department selecting the bidder to engage towards execution of the contract.

4. Outsourcing

- a) Outsourcing of the SMS services is not allowed and will result in disqualifying the bid. The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS. The bidder should also be registered with TRAI for telemarketing as per RBI guidelines
- b) The bidder should not have been blacklisted by any Government or Semi Government / PSU / Autonomous body of Central or State Government in India for execution of SMS services during the last 3 years. Bidder needs to submit a declaration in its letter-head to this effect as per Annexure–VII.

5. Pre bid meeting

- a) DEPwD shall hold a pre-bid meeting with the prospective bidders on 17-February-2017 at 11.30 AM at Conference Room No. 525, B-II, Antyodaya Bhawan, CGO Complex-Lodhi Road, New Delhi-110003.
- b) During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Department. The Department will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

6. Evaluation:

(a) Technical Proposal: -

The Technical proposal will be opened in the office of DEPwD, Antyodaya Bhawan, CGO Complex, New Delhi at 12.00 noon on 28-02-2017 in the presence of authorized representatives of the participating bidders. Subsequently, a meeting will be held with the representatives of the bidders with respect to their Technical bids on the same day (dated 28-02-2017) at 12.00 noon. During the meeting, the participating bidders shall have to give an undertaking that nothing adverse has come to his/her notice against other participating bidders regarding violation / non-fulfillment of any eligible conditions. In case such instance has come to his notice, that should be brought to the notice of the DEPwD during the meeting itself. Subsequently, no such complaint made by any bidder against any other participating bidder will be entertained or taken into cognizance by DEPwD.

The Technical proposal will be evaluated by a technical evaluation committee to be constituted by DEPwD on the basis of the supporting document provided by the bidder in support of their proposal Vis –a- Vis the eligible condition specified in the RFP document (General, Financial and Experience criteria mentioned under para 1 and Annexure II).

(b) Financial Proposal

The financial Bids of technically qualified bidders shall be opened in the presence of bidders or their representatives on a date as communicated by the Department. The name of bidders, percentage Price quoted for various items etc. will be announced at the meeting. The Financial bids shall be evaluated by the Department for completeness and accuracy.

The Lowest Quoting Bidder will be selected as per the lowest Gross Total Value (GTV) on the basis of the activity-wise cost matrix (Total Cost inclusive of applicable taxes/duties) as per the BOQ table given in Annexure-VIII of this RFP Document), designated as L1.

7. General Instructions:

The Bidders are requested to go through the instructions given in the tender document. Failure to furnish all required information duly indexed & page numbered will be at the tenderer's risk and may result in the rejection of the tender. Each page of the tender document should be signed by the authorized signatory and seal of the firm / company affixed below it as a token of confirmation that the tender document has been read and understood. Any clarification required may be sought in writing to Department of Empowerment of Persons with Disabilities, Government of India, within 7 (Seven) days, from the date of uploading of tender document.

8. Amendments to the Tender

- a) Before the last date of receipt of filled-in tender document, Department of Empowerment of Persons with Disabilities, Government of India, may amend any of the tender conditions as may be desired or wherever Department feels that such an amendment is absolutely necessary.
- b) Amendment to the tender will also be given in response to clarifications sought by prospective bidders and it will be solely at the discretion of the Department of Empowerment of Persons with Disabilities, Government of India. Any such amendments to the tender conditions will be put on the Department's Website.
- c) Department of Empowerment of Persons with Disabilities (DEPwD), Government of India, will not extend the due date and time for the submission of tender documents on account of amendments.

9. Cost of Tendering:

The bidder shall bear all costs associated with the preparation and submission of tender along with processing cost of the Tender. The Department of Empowerment of Persons with Disabilities, Government of India, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tenders.

10. Earnest Money Deposit:

- a) The bidders should, furnish as Earnest Money Deposit (EMD), a Bank Guarantee (BG) or a Demand Draft / Banker Cheque drawn on any Nationalized Bank /Scheduled Bank for **Rs. 1 lakh** in favour of "Pay and Accounts Officer, Department of Empowerment of Persons with Disabilities, Government of India" payable at New Delhi. Tenders submitted without the EMD will be summarily rejected. In the case of

successful bidders, the EMD will be adjusted towards the security deposit against performance cum guarantee, on request. The Bank Guarantee for EMD should be valid for 90 days from the closing of bids. The format for Bank Guarantee is given in Annexure-V of this RFP

- b) In the case of unsuccessful bidders, the EMD will be refunded within 45 days.
- c) The amount of BG or amount remitted towards EMD is liable to be forfeited in case the bidder backs out from the offer after submission of the tender or after the acceptance of the offer by the bidder or if bidder fails to sign the contract within the stipulated timelines.
- d) No interest shall be payable by the document Department of Empowerment of Persons with Disabilities, Government of India, on the EMD.

11. Submission of Tender :

Tender fee

Tender document can either be downloaded from the Department Website www.disabilityaffairs.gov.in after payment of Tender Fees of **INR 500** through Demand Draft drawn in favour of "Pay & Accounts Officer, Department of Empowerment of Persons with Disabilities payable at New Delhi" issued by any nationalized bank

OR

Tender can be obtained from the Office of the Director (Sh. KVS Rao), DEPwD, Room No. 518, B-II, Antyodaya Bhavan, CGO Complex-Lodhi Road, New Delhi-3 on submission of Demand Draft of Rs. 500 drawn in favour of "Pay & Accounts Officer, Department of Empowerment of Persons with Disabilities payable at New Delhi" issued by any nationalized bank. Receipts issued by the Department against tender fees needs to be attached while submitting the tender document.

A. Online submission of Bids

1. The bidders are required to submit soft copies of their RFP responses electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the interested agencies in registering on the CPP Portal, prepare their responses in accordance with the requirements and submitting their responses online on the CPP Portal:
 - i. Enroll/Enrollment (in case of online bidding)
 - ii. Agencies are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrollment". Enrollment on the CPP Portal is free of charge.
 - iii. As part of the enrolment process, the agencies will be required to choose a unique username and assign a password for their accounts.
 - iv. Interested agencies are advised to register their valid email address and mobile numbers as part of the Enroll/Enrollment process. These would be used for any communication from the CPP Portal.
 - v. Upon enrolment, the interested agencies will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

- vi. Only one valid DSC should be registered by the interested agencies. Please note that the agencies are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
2. The agency then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token. Please refer the detailed guidelines for online submission of bids on the Central Public Procurement Portal at:
<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=pag>
[e](http://eprocure.gov.in/cppp/sites/default/files/eproc/CPMP-FAQs.pdf) and FAQs at <http://eprocure.gov.in/cppp/sites/default/files/eproc/CPMP-FAQs.pdf>
3. DEPwD undertakes that all the information shared by the bidders will be held in strict confidence and will not be made public unless directed by the court of law.
4. DEPwD reserves the right to withdraw this RFP; if it is determined that such action is in its best interest.
5. Online bid should be submitted on CPPP Portal following the details mentioned below:
 - i. **Cover-1:** Covering letter from the Agency, Submission Checklist included, Eligibility condition compliance sheet, Documents in support of Eligibility conditions, Tender Fee Receipt, EMD submitted (as per Bank Guarantee Format given in Annexure V of RFP), Annexure-I: Bidder Details, Annexure-II: Compliance statement cum Declaration Annexure-III Authorization letter format to submit the bid document. , Annexure-IV: Details of Key / Senior Officials / Directors / of the Bidder Company, Annexure-VI: Information on Bidder Experience and Annexure VII: Bidder declaration for blacklisting and breach of data security,
 - ii. **“Cover 2 – Annexure- VIII: Price Bid (Financial Bid)**

B. Submission of Bids in hard copy format

The proposal should be sealed and should be super-scribed accordingly i.e. Proposal for Bulk SMS Services for UDID project. The single sealed cover should contain two sealed covers:

- Cover-1:** Covering letter from the Agency, Submission Checklist included, Eligibility condition compliance sheet, Documents in support of Eligibility conditions, Tender Fee Receipt, EMD submitted (as per Bank Guarantee Format given in Annexure V of RFP), Annexure-I: Bidder Details, Annexure-II: Compliance statement cum Declaration Annexure-III Authorization letter format to submit the bid document. , Annexure-IV: Details of Key / Senior Officials / Directors / of the Bidder Company, Annexure-VI: Information on Bidder Experience, Annexure VII: Bidder declaration for blacklisting and breach of data security,
- **“Cover 2 – Annexure- VIII Price Bid (Financial Bid)** submitted to the office of the Director (Sh. KVS Rao), DEPwD, Room No. 518, B-II, Paryawaran Bhavan, CGO Complex-Lodhi Road, New Delhi-3 by 12 noon on 27-02-2017. Any proposal received after this date/time would be summarily rejected. Further details of tender submission shall be intimated in the notice inviting tender to be published by the Department.

- The two covers should be put in another single sealed Cover clearly marked “Response to RFP for <Name of the assignment> - < RFP Reference Number> and the wordings “DO NOT OPEN BEFORE <Date and Time>”.
- The outer cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- In case of any discrepancy observed by <Nodal Agency> in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

12. Award of work :

Department of Empowerment of Persons with Disabilities, Government of India shall award the work to the L1 bidder.

13. Other terms & conditions:

- a) The Tenders specifying additional conditions or proposing modification to the tender conditions will be treated as conditional and summarily rejected.
- b) Department of Empowerment of Persons with Disabilities, Government of India reserves the right to reject any tender without assigning any reasons therefore and the same shall not be questioned on any ground, whatsoever.
- c) Outsourcing any part of the SMS services mentioned in RFP document during execution will be considered as amount to a breach of the contract. Such service provider will be disqualified and work order issued will be cancelled.
- d) Time is the essence of the contract. The Department of Empowerment of Persons with Disabilities, Government of India, reserves the right to cancel the order placed on any bidder and assigns the work to anyone else at the risk and cost of the aforesaid bidder in case of delay, non-compliance to specifications or any other valid reason. In such cases, the bidder’s performance cum guarantee deposit shall stand forfeited.

14. Performance cum Guarantee Deposit:

The successful bidders shall deposit as security against performance cum guarantee an amount equivalent to 5% of the value of the order in the form of Bank Guarantee (valid for THREE years/Tenure of the Contract + Six Months after the contract is over) drawn on any Nationalized Bank / Scheduled Bank, within 7 days from receipt of work order from the Department of Empowerment of Persons with Disabilities (DEPwD), Government of India. If the Performance Bank Guarantee is not paid within time specified, the Earnest Money Deposit remitted by the bidder shall be forfeited. In such case, the Department of Empowerment of Persons with Disabilities, Government of India, shall be entitled to get the work executed from elsewhere and recover the consequential loss sustained from the bidder due to getting the work executed either

through some other bidder or through the bidder selected through the process of re-tendering.

15. Government Levies & Taxes :

Payment to the vendor will be made by the Department taking in the account applicable duties/taxes. TDS would be deducted as per work order, as applicable.

16. Commencement, Completion, modification and Termination of Contract:

- a. This Contract shall come into effect on the date the Contract is signed by both the parties. The date, the contract comes into effect is defined as the Effective Date.
- b. If this contract has not become effective within such time period after the date of the Contract signed by the Parties, either party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other Party with respect hereto.
- c. The Department of Empowerment of Persons with Disabilities, Government of India, may at any time terminate the Contract Agreement by giving a written notice to the bidder. Termination of contract will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department of Empowerment of Persons with Disabilities, government of India.
- d. **Commencement of Services:** The bidder shall begin carrying out the Services **within 15 days** from the effective date of Contract.
- e. **Expiration of Contract:** Unless terminated earlier pursuant to the clauses 13.a and 13.b hereof, this contract shall expire at the end of such time period, after the effective date.
- f. **Entire agreement:** This contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for any other statement, representation, promise or agreement not set forth herein.
- g. **Modifications or variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the parties. However, each party shall give due consideration to any proposals for modification or variation made by any other party. In case of substantial modifications or variations, the prior written consent of the Department is required.

17. Force Majeure:

17.1 Definition	a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder,
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	<p>earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, , lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.</p> <p>b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which is a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c) Force majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p>17.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>17.3 Measures to be taken</p>	<ul style="list-style-type: none"> • A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. • A Party Affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. • Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure. • During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor, upon instruction by the Department, shall either: <ul style="list-style-type: none"> (i) immobilize or (ii) Continue with the Services to the extent possible, in which case the Vendor shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. • In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration procedures
<p>17.4 Suspension</p>	<p>The Department may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such</p>

	<p>notice of suspension (i) shall specify the nature of failure, if capable of being remedied, within a period not exceeding thirty days after receipt by the Vendor of such notice of suspension</p>
<p>17.5 Termination</p>	<p>The Department may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified. In such an occurrence the Department shall give a not less than thirty (30) days' written notice of termination to the Vendor.</p> <ul style="list-style-type: none"> (a) If the Vendor does not remedy a failure in the performance of their obligations under the Contract, within (30) days after being notified or within any further period as the Department may have subsequently approved in writing. (b) if the Vendor become (or, if the Vendor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. (c) If the Vendor, in the judgement of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of force Majeure, the Vendor is unable to provide services for period of not less than sixty (60) days. (e) If the Vendor submits to the Department a false statement which has a material effect on the rights, obligations or interests of the Department (f) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department (g) If Vendor fails to provide the quality services as envisaged under this Contract. The Department may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The DEPwD may decide to give one chance to the Vendor to improve the quality of the services. (h) If the Vendor has been blacklisted by the DEPwD or disqualified for any reason. (i) If the Vendor fails to the fulfill its obligations (j) If the Vendor fails to comply with any final decision reached as a results of arbitration proceedings (k) In the event of Vendor found : <ul style="list-style-type: none"> i) Outsourcing of work/services ii) Provided incorrect information to DEPwD. iii) Non co-operative during audits conducted by DEPwD or auditing agencies appointed for purpose. (l) If the Department, in its sole discretion and for any reason

	<p>whatsoever, decides to terminate this Contract.</p> <p>(m) In the event the Department terminates the Contract in whole or in part, pursuant to Clause 17. The Department may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed and the Vendor shall be liable to the Department for any additional costs for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p> <p>(n) save otherwise, DEPwD reserves the right to amend, change, waive, alter or delete any of the clause (s) under Conditions of Contract</p>
<p>17.6 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clause 17.5, or upon expiration of this Contract pursuant to Clause 18 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause 19.2.4 hereof; (iii) the Vendor's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 17 hereof; and (iv) Any right which a party may have under the Law.
<p>17.7 Cessations of Services</p>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clause 16 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a Close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
<p>17.8 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Clauses 17.5, the Department shall make the following payments to the Vendor.</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause 17.5 (d), (g), (i), k(i), to k(iii) and remuneration pursuant to Clause 21.3 (c) (i) hereof for Services satisfactorily performed prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause 17.5 (a) to (c), (e), (f), (h), (j), the Vendor shall not be entitled to receive nay agreed payments upon termination of the contract. However, the Department may consider making payment for the part satisfactorily performed on the basis of Quantum merit as assessed by it, if such part is of economic utility to the Department. Applicable under such circumstances, upon termination, the Department may also impose liquidated damages as per the provisions of Clause 23 of this agreement. The Vendor will be required to pay any such liquidated damages to Department within

	39 days of termination date
17.9 Disputes about Events of Termination	If either Party disputes whether an event specified in Clause 17.5 hereof has occurred, such party may, within thirty (30) days after receipt of notice of termination from the other party, refer the matter to Clause 18 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
17.10 Extension of Contract	The Contract may be extended for a period as required by the Department based on mutual agreement.

18. Arbitration:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both Parties, followed if necessary (and only if agreed by the Parties) by professionally-assisted mediation. The dispute should be referred to a panel of three Arbitrators, with party choosing one Arbitrator who amongst themselves should decide upon their Arbitrator, to be the presiding Arbitrator. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. In the event that negotiation or mediation does not result in a resolution of the dispute, the Parties shall proceed to binding arbitration in accordance with Arbitration and Reconciliation Act, 1996.

The place of arbitration will be at Delhi. The language of the arbitration shall be English. If permitted by the applicable rules, limited discovery will be permitted in connection with the arbitration upon agreement of the Parties or upon a showing of substantial need by the Party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing Party's actual direct damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each Party will promptly pay its share of all arbitration fees and costs and shall be responsible for its own attorneys' fees.

Notwithstanding the determination by the Parties to utilize arbitration as specified above for resolution of disputes arising out of or in connection with this Agreement, nothing herein shall preclude either Party from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of this Agreement relating to intellectual property, confidentiality, or non-hire and non-solicitation, or to otherwise maintain the status quo pending outcome of any arbitration.

19. Obligations of the Vendor

19.1 General	
19.1.1 Standard of Performance	a) The bidder should ensure timely delivery of the system generated SMS to the PwD as soon as a specific service is delivered to the PwD under each of

	<p>the 4 stages of the issuing of UDID card.</p> <p>b) The selected vendor would share their API for integration with UDID Portal.</p>
19.2.4 General confidentiality	<p>Except with the prior written consent of the Department, the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from DEPwD in the course of services, nor shall the Vendor and the Personnel make public the recommendations formulate in the course of, or as a result of, the Services.</p>
19.2.5 Accounting, Inspection and Auditing	<p>a) The Vendor (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in any such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof and (ii) shall periodically permit the Department or its designated representative and/or the Department, and up to five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Department or the Department if so required by the Department or the Department as the case may be.</p> <p>b) The Department shall have the right to carry out inspection checks, audits of the Vendor's premises and/or locations, facilities, or point of delivery of services performed under this contract.</p> <p>c) The Department shall have the right to carry out scheduled/un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Vendor.</p>
19.2.6 Outsourcing	<p>Outsourcing any part of the SMS service as mentioned in RFP document during execution will be considered as amount to a breach of the contract. Such service provider will be disqualified and work order issued will be cancelled and work will be executed with the other short-listed agencies ready to match L1 price.</p>
24.2.9 Assignment	<p>The Vendor shall not assign, in whole or in part, any of their obligations under this contract.</p>

20. Obligations of the Department

20.1 Assistance and Exemptions	<p>Unless otherwise specified, the Department shall use its best efforts to ensure that the Government shall:</p> <p>a) Issue to all officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services</p> <p>b) Provide to the Vendor and Personnel any</p>
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	such other assistance as may be specified in the Contract
20.2 Change in the applicable law related to taxes	If, after the date of this contract, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the Vendor for providing the services i.e. Service Tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Vendor in performing the Services, then the reimbursable expenses otherwise payable to the Vendor under this Contract shall not be increased or decreased
20.3 Payment	In consideration of the Services performed by Vendor under this Contract, the Department shall make to the Vendor, such payments and in such manner as provided in clause 21

21. Payments to the Vendor

21.1 Payments for Services	<p>a) <u>The Department shall make the payment within 30 days of receiving the invoice from the Vendor</u></p> <p>b) The amount shall be paid to the Vendor after taking into account the Penalties and Exemptions, if any applicable.</p>
21.2 Currency of Payment	All payments shall be made in Indian Rupees
22.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>a) <u>The Vendor shall submit the invoice seeking payment for the bulk SMS services</u></p> <p>b) The selected Vendor shall be responsible to maintain its MIS reports for the number of SMS sent to the PwDs for submission to the Department on a periodic basis (as decided by the Department). The Department shall verify the reports submitted by the Vendor and only after doing the due-diligence, the payments shall be released to the Vendor.</p> <p>c) All payments under this Contract shall be made to the accounts of the Vendor as provided to the Department</p> <p>d) In case of early termination of the Contract, the payment shall be made to the Vendor as mentioned herewith:</p> <p>i) Assessment should be made</p>

	<p>about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Vendor shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.</p>
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22. Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause of causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with clause 18.

23. Liquidated damages

23.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
23.2	The amount of liquidated damag/es for services under this Contract shall not exceed the Contract Price
23.3	The Department shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Vendor

24. Limitation of Liability

24.1	<p>Except in case of gross negligence or wilful misconduct:</p> <p>a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay liquidated damages to the Department; and</p>
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	<p>b) The aggregate liability of the Vendor to the Department whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price</p> <p>c) The Department shall not be liable to the Vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract</p>
24.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price
24.3	The Department shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Vendor

25. Miscellaneous Provisions

25.1 Miscellaneous Provisions	<p>(i) Any failure or delay on part of any party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Vendor shall notify the Department of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(iv) All materials provided to the Department by bidder are subject to Country and <State> public disclosure laws such as RTI etc.</p> <p>(v) The Vendor shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to DEPwD without a written consent from the Department</p>
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Covering letter from the Bidder

<<On Company Letter-head>>

[Date]

[Address]

Reference: *Tender (Reference No. 16-15/2015-DD III) for Selection of an Agency for Providing Bulk SMS for the Unique Disability ID (UDID) Project*

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the RFP for the Selection of Agency for Providing *Bulk SMS for the Unique Disability ID (UDID) Project*

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to DEPwD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for providing the above mentioned services.

We understand that we are liable to be dismissed from the selection process if any association on our part is revealed that may give rise to conflict of interests.

Should we be selected to execute this project, we agree to engage with this project for a minimum period of **three** years.

We agree to abide by the conditions set forth in this RFP.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this, _____Day of _____,2017

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

[AGENCY'S NAME]

Name

(Name and Address of Company)
agency

Seal/Stamp of the

Submission Checklist

S.No.	Checklist	(Yes/No)	Page Number
A	Cover-1: Technical Proposal		
1	Covering letter from the Agency		
2	Submission Checklist included		
3	Eligibility condition compliance sheet		
4	Documents in support of Eligibility conditions		
5	Tender Fee Receipt		
6	EMD submitted (as per Bank Guarantee Format given in Annexure V of RFP)		
7	Annexure I: Bidder Details		
8	Annexure II: Compliance Statement cum Declaration		
9	Annexure III: Authorization letter format to submit the bid document		
10	Annexure IV: Details of Key / Senior Officials / Directors / of the Bidder Company		
11	Annexure VI: Information on Bidder Experience		
12	Annexure VII: Bidder declaration for blacklisting		
B	Cover-2: Financial Proposal		
1	Annexure VIII: Price Bid		

ANNEXURE I

Bidder Details

1) Name and Address of the Firm/ Company	
2) Registered Address of the Firm/ Company	
3) Year of Formation / Incorporation	
4) Local Contact Address	
5) Contact Person (Company/Local) a) Name: b) Designation: c) Phone: d) Fax: e) Cell No: f) E-mail	
6) Sales Tax, Service Tax Registration Number Income Tax PAN number if any.	
7) Name and address of Principal Company (if there is any).	
9) Brief description of the main and subsidiary business line of the company.	
10) No of Years of Experience of the company in Bulk SMS Services	

ANNEXURE II

COMPLIANCE STATEMENT CUM DECLARATION

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document.

Prequalification Condition	Specific Requirement	Document Required	Provided (Yes / No)	Reference & Page Number
Legal Entity	The Bidder must be a Registered Corporation / Company in India and functioning for last 4 (Four) years	Certificate of Incorporation		
TRAI Certification	The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS. The bidder should also be registered with TRAI for telemarketing as per RBI guidelines.	An Undertaking to this effect to be submitted on Company Letter Head. Copy of the valid certificate of TRAI to be enclosed.		
ISO Certification	The Bidder should be ISO 9000 Certified company	Copy of ISO 9000 Certification		
Technical Capability	<p>The bidder must have experience of having successfully completed similar services during the last 3 years (ending 31st March 2016) as follows:</p> <p>Two similar services each costing not less than Rs. 10 Lacs.</p> <p>OR</p> <p>One similar service costing not less than Rs. 15 Lacs.</p> <p>And</p> <p>The bidder must have successfully executed</p>	<p>Annexure VI along with Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>		

	similar bulk SMS service for any Government or Semi Government / PSU / Autonomous body of Central or State Government in India			
Blacklisting	The bidder should not have been blacklisted by any Government or Semi Government / PSU / Autonomous body of Central or State Government in India for execution of job of bulk SMS services during the last 3 years. Bidder needs to submit a declaration in its letter-head to this effect as per Annexure–VIII.	Annexure VII		
Financial Turnover	The Bidder should be a profit making company in the last 3 years having minimum net worth of Rs. 50 lakh and should have registered annual turnover of Rs 1 Crores per year during last 3 financial years i.e 2013-2014, 2014-2015 and 2015-2016	Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e 2013-2014, 2014-2015 and 2015-2016 should be submitted		

Signature of the Authorized Signatory with date & seal

(Full name and Designation of Authorized Signatory)

ANNEXURE III

AUTHORISATION LETTER FORMAT TO SUBMIT THE BID DOCUMENT

To,

Dear Sir,

SUB: Authorization Letter for submitting bid documents, participating in the Bid

REF: YOUR RFP No.

This has reference to your above RFP for Bulk SMS Services for the Unique Disability ID (UDID) Project, Mr / Mrs / Miss _____ is hereby authorized to submit the Bid Documents, participating vide RFP Ref. No. on _____ on behalf of our organization. Power of Attorney of the person authorizing such person is duly submitted. He/She is also authorized to participate in the process of submitting Sealed Bids and to quote price for Bids and take decisions on behalf of the company till RFP process is completed. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

ANNEXURE IV

DETAILS OF KEY / SENIOR OFFICIALS /DIRECTORS / OF THE BIDDER COMPANY

Name	Designation	Qualification	Line of experience	Contact details

(Name and Designation)
For and on behalf

Seal

Annexure-V

BANK GUARANTEE FORMAT FOR EMD

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee
No..... Date.....

To,

Pay & Accounts Officer,
Department of Empowerment of Persons with Disabilities
Antyodaya Bhawan
CGO Complex, Lodhi Road
New Delhi-11003
Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the „Bidder“) wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Department of Empowerment of Persons with disabilities under Ministry of Social Justice and Empowerment, Government of India on behalf of the President of India, the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said „Owner“ shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs.(in words & figures).

(2) This Bank Guarantee will be valid upto; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only

upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
.....

(Signature)
(Signature)

.....
.....

(Name)
(Name)

.....
.....

(Official Address)
Bank Stamp)

(Designation with

Attorney as per Power of Attorney No

Dated

Annexure-VI

Information on Bidder Experience (one form for each project reference duly certified by authorized signatory)	
Client Information	
Name of client	
Details of project	
Details of the Client's contact person for reference. (Please include name, designation, postal address, contact phone, fax number, e-mail id)	
Any relevant details about the Client	
Project Details	
No. of bulk SMS generated	
Total Contract Value of the project	
Whether the SMS were sent at single stage or under various stages	
Present status of the project	
Date of commencement of the project	
Date of successful completion of the project. If the project is not completed, please provide dates of key milestones already achieved and target dates for Upcoming key milestones up to and including the expected date of completion.	

Annexure-VII

(To be submitted on letter-head by the agency)

TO WHOMSOEVER IT MAY CONCERN

I undersigned (degination) of (**Company Name**) , having registered office at (**office address**) do hereby solemnly declare that that (**Company Name**) have not been blacklisted by any Government or Semi Government / PSU / Autonomus body of Central or State Government in india for execution of SMS Services during the last 3 years.

I do hereby further declare I do submit this declaration in pursuance of **the RFP FOR SELECTION OF AGENCY FOR PROVIDING BULK SMS FOR UDID PROJECT, REF NO. 16-15/2015-DD III** issued by Department of Empowerment of Persons with Disabilities , Ministry of Social Justice and Empowerment, Government of India.

Date :-

Name :-

Degination :-

Company Seal:-

Place:-

ANNEXURE VIII

PRICE BID (Financial Bid)

Rate to be quoted per SMS basis for SMS alerts to be sent to PwDs under the UDID Project

Projected volume: 10.72 crore SMS's to around 2.68 crore PwDs for the period of 3 years. The cost should be inclusive of all taxes.

S.no.	Item Description	No. of SMS Required	Duration	Unit Rate (exclusive of Service Tax)	Total Cost Without Taxes	Taxes as Applicable	Total Amount
		(A)	(B)	(C)	(D)	(E)	(F)
1	National SMS	10,72,00,000	3 years				
					X		Y

Terms & Conditions:

- 1. TRAI had approved 6 Digit SMS Code (UDISMS) for the UDID project and has also exempted the same from transactional SMS charge of 5 Paisa per SMS.**
2. The rate mentioned in 'X' above is excluding any tax and rate mentioned in 'Y' above is inclusive of all taxes applicable.

(Name and Designation)
For and on behalf
Seal