



REQUEST FOR PROPOSAL (RFP)

SMS GATEWAY SERVICES

**RFP No. CO:DBD:NB/MB:286/R1:2019-20
20.05.2019**

Last Date for submission of Bid: 10/06/2019 (3.00 P.M)

**INDIAN BANK
CORPORATE OFFICE
DIGITAL BANKING DIVISION
254-260 AVVAI SHANMUGAM SALAI
ROYAPETTAH
CHENNAI – 600 014.**



TABLE OF CONTENTS

S.No	Particulars	Page No
I	INVITATION FOR BIDS	3
II	INSTRUCTIONS TO BIDDERS	7
III	CONDITIONS OF CONTRACT	14
IV	QUALIFICATION CRITERIA	26
V	TECHNICAL SPECIFICATIONS(Annexure-1) WITH COMPLIANCE SHEET	27
VI	BID FORM AND OTHER FORMATS	32



SECTION – I**INVITATION FOR BIDS (IFB)**

1. Indian Bank is a premier Nationalised Bank with over 2924 Branches and having a business of over Rs.4 Lakhs crores. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card "Bharat Card" for common man – first of its kind in the Banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.
2. Bank invites sealed bids for SMS gateway services in INDIAN BANK for handling outgoing/ incoming messages to different domestic and International customers and non customers of INDIAN BANK. Part-I of the bid document will consist of technical and other details and should be submitted manually and Part II will be through Online Reverse Auction process.
3. If required, you may obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all working days.
4. The address for communication is :-

**Assistant General Manager
Indian Bank, Head Office,
Digital Banking Division
66, Rajaji Salai,
Chennai, Pin 600 001, India.
Phone: 044 -2526 9708/9718**

**E-Mail- vinodh.v@indianbank.co.in
amreshkumar.s@indianbank.co.in
ebanking@indianbank.co.in**

Bids must be delivered to the address given below, on or before 03.00 P.M. on 10.06.2019 and must be accompanied by a Bid Security of Rs.30,00,000/- (Rupees Thirty Lakhs only) and a bid fee of INR 10,000/- as Demand Draft in favour of Indian Bank payable at Chennai for (non-refundable). Bid submitted without the Bid Fee and Bid Security will not be considered:

**Chief Manager,
Indian Bank, Corporate Office,
Expenditure Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai, PIN 600 014, India.**



Late bids will summarily be rejected. Part I of the bid (consisting of specification as per Annexure I, bid form, bid security form, self-declaration, qualification criteria, service support details and technical compliance) will be opened by the bank at 03.30 P.M. on 10.06.2019 at Indian Bank Corporate Office.

You may send your representative to participate in the bid opening process. After technical evaluation, only the eligible bidders will be communicated of the date and time of online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction.

5. PRE-BID MEETING

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on 27/05/2019. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,
Head Office
Information Technology Department,
2nd Floor, 66, Rajaji Salai, Chennai – 600 001.**

- b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. **Rs.10,000/- (Rupees Ten thousand only, non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. **Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).**

- c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- d. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

vinodh.v@indianbank.co.in
amreshkumar.s@indianbank.co.in
ebanking@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

6. Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:

- As per the above policy, Bank reserves the rights to procure 20% of the total requirements, from Micro and Small Enterprises (MSEs) provided such



MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1(Lowest)+15% and agree to bring down their price to L1 price.

- If L1 (Lowest) bidder is an MSE, 100% procurement will be done from the L1(Lowest) bidder subject to the other terms and conditions of the RFP.
 - In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
 - Special provision for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 20% shall be allotted to such MSEs, if participated in the tender.
 - MSEs are also exempted from payment of cost of bid documents and submission of bid security.
 - To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small Enterprises.
 - Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
7. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
8. This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.

BID DETAILS

1	Date of commencement of Bidding Process	Date: 20.05.2019
2	Pre-Bid meeting	Date : 27.05.2019 Time: 11.00 AM
3	Last Date and Time for Bid Submission	Date: 10.06.2019 Time: 3.00 PM
4	Date and Time of Technical Bid Opening	Date: 10.06.2019 Time: 3.30 PM Authorized representatives of Bidders are informed to be present during opening of Technical Bid.
5	Place of opening of Bids	Indian Bank, Corporate Office, Expenditure Dept., 254-260 Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
6	Address for communication (Bank)	Chief Manager (Internet Banking) 66,Rajaji Salai, Indian Bank Head Office Chennai, - 600 001 Contact Number: 044-25269718 Email: ebanking@indianbank.co.in
7	Earnest Money Deposit	Rs.30,00,000/- lakhs in the form of Bank Guarantee (BG) in favour of Indian Bank issued by any Scheduled Commercial Bank other than Indian Bank. EMD should be enclosed with Technical Bid. A format for BG is attached as per Format-3 of Section VI. The Bank Guarantee should be valid for a period of 225 days from the last date of submission of bid.
8	Bid Document Charges	Demand Draft for Rs.10,000/- should be enclosed along with Technical Bid towards Bid Document Charges.
9	Bid Validity	Bids shall remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

SECTION II – INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

S.No.	Particulars	Page No.
1.	INTRODUCTION	8
2.	AMENDMENT OF BIDDING DOCUMENTS	8
3.	DOCUMENTS CONSTITUTING THE BID	8
4.	DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BIDDING DOCUMENTS	9
5.	BID SECURITY (EARNEST MONEY DEPOSIT)	9
6.	PERIOD OF VALIDITY OF BIDS	9
7.	FORMAT AND SIGNING OF BID	10
8.	SEALING AND MARKING OF BIDS	10
9.	DEADLINE FOR SUBMISSION OF BIDS	10
10.	OPENING OF BIDS BY BANK	10
11.	CLARIFICATION OF BIDS	11
12.	EVALUATION CRITERIA	11
13.	SELECTION OF VENDORS	12
14.	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	12
15.	NEGOTIATION	12
16.	SIGNING OF CONTRACT	12
17.	AWARDING OF CONTRACT	12
18.	ADOPTION OF INTEGRITY PACT	12
19.	DISCLAIMER	13
20.	OTHER TERMS AND CONDITIONS	13

SECTION – II**INSTRUCTIONS TO BIDDERS**

INDIAN BANK proposes to engage a service provider for transmitting SMSes generated by Indian Bank to its Domestic as well as International customer's mobile phone and to receive Incoming SMSes from any Domestic/ International number with the timelines as mentioned in the "Scope of Work".

1. Introduction:

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2. Amendment of bidding documents

2.1 At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.

2.2 All prospective bidders may check bank's website for amendment/s and it will be binding on them.

3. Documents constituting the bid

3.1 The part-I of the bid prepared by the bidder shall comprise the following components:

a) Technical bid

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:

- i. that, the bidder has the financial and technical capability necessary to perform the contract;
- ii. that, the bidder meets the qualification requirements.

b) A bid form of the bid document as per format enclosed.

c) Bid security (Earnest Money Deposit)

d) Other documents as mentioned in checklist.



The bank may, at its discretion, reject any bid document not accompanied by the above.

4. Documents establishing services' conformity to bidding documents

4.1 The bidder shall furnish, as part I of their bid, documents establishing conformity to the bidding documents of all services, which the bidder proposes to supply under the Contract.

4.2 The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of essential technical and performance characteristics of the services;
- b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

5. Bid Security (Earnest Money Deposit)

5.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) and valid for forty five days (45) days after the validity of the bid (i.e. Bid validity 180 days + 45 days = 225 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.

5.2 Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank.

5.3 The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

5.4 The bidder will forfeit the bid security,

- a. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

- b. in the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

6. Period of validity of bids

Bids shall remain valid for the period of 180 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bank may seek extension of bid validity, if required.



7. Format and signing of bid

7.1 The person or persons signing the bid shall sign all pages of the bid document, except for unamended printed literature.

7.2 Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

8. Sealing and marking of bids

8.1 The bidder shall seal the part I of the bid in separate envelope, duly marking the envelope as SMS gateway services in INDIAN BANK for handling outgoing/ incoming messages “- PART I – Technical”.

8.2 The envelope shall:

a. be addressed to the bank at the address given below;

Chief Manager,
Indian Bank, Corporate Office,
Expenditure Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai, PIN 600 014, India.

b. bear the project name and a statement: “DO NOT OPEN BEFORE_____”, to be completed with the time and the date specified below.

9. Deadline for submission of Bids

9.1 Deadline for bid submission is 10.06.2019, 03.00 P.M. The bid document along with required enclosures should be submitted at the place mentioned in clause No.8.2 either in person or it can be sent by post but it should reach the concerned officer on or before 3.00 P.M. on 10.06.2019.

9.2 In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.

9.3 The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

9.4 Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

10. Opening of bids by bank

10.1 The bids (PART-I) will be opened in the presence of bidders’ representatives.



10.2 The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.

10.3 The technically qualified bidders will be intimated to participate in the Online reverse auction process (PART II), to identify Lowest Quoted (L1) bidder and second lowest Quoted (L2) bidder. Online reverse auction procedures and timings will be informed separately. Technically qualified bidders will be informed the modus operandi for this purpose and bidders will have to abide by the e-business rules.

11. Clarification of bids

During evaluation of the bids, the bank may, at its discretion, seek clarification from the bidder/s. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.

12. Evaluation Criteria

12.1 General Evaluation

- a) The Bank will examine the quote to determine whether they are complete, whether the documents have been properly signed and whether the quote is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of quote documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

12.2 Technical Evaluation

- a) The Bidder should satisfy all the qualification criteria mentioned in **Section V** of this bid.
- b) The service offered should meet all the technical specifications as stipulated in the bid.

12.3 Commercial Evaluation

- a) Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 (Lowest) and L2 (Second Lowest) bidder for awarding the contract.
- b) The calling for quote does not confer any right on the bidder for being awarded any purchase order.
- c) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, interconnect charges, operator/telecom charges etc.. but exclusive of taxes only.



13. Selection Of Vendors

The Bank will select the lowest bidder as L1 vendor from eligible bidders. Further, Bank will select the 2nd vendor as follows:

L2 vendor will be selected if L2 bidder agrees to match L1 price. If L2 vendor not agreeing to match the L1 price, L3 bidder will be given the option to match L1 price. If L3 vendor not agreeing to match L1 price, L4 bidder will be given the option to match L1 price.

The bank reserves the right to vary the SMS traffic ratio among the service providers at its sole discretion if the bidders do not adhere to the SLAs and/or for the convenience of the Bank.

However, the Bank reserves its right to award 100% order to the L1 vendor without assigning any reason whatsoever.

14. Bank's right to accept any bid and to reject any or all bids

The bank reserves the right to accept or reject any bid; annul the bidding process and reject all bid(s) at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders.

15. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 (Lowest) vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

16. Signing of Contract

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank.

17. Awarding of Contract

Acceptance of purchase order should be submitted within 5 days of purchase order along with authorisation letter. If for any reason L1(Lowest) bidder backs out after issuance of purchase order or the purchase order issued to the L1 (Lowest) bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

18. Adoption of integrity pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Purchaser, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Purchaser, shall be considered eligible for participate in the bidding process.



3. The Bidders shall submit signed Pre Contract integrity pact as per Format 9 of Section VI . Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. final payment or the duration of the Warranty /Guarantee/AMC/ATS if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. Integrity pact shall be signed by the person who is authorized to sign the Bid.

The Name and Contact details of the Independent External Monitor (IEM) nominated by the Purchaser are as under:

Shri. K.Saleem Ali, IPS (Retd) Email:Saleemali53@gmail.com

19. Disclaimer

This RFP is not an offer by Indian Bank, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Indian Bank with the Bidder.

20. Other Terms and Conditions

- i. The cost of preparing the proposal including visit / visits to the bank is not reimbursable.
- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- iii. All pages of the bid document, clarifications/amendments if any should be signed by the authorised signatory and kept with Part-I. A certificate to the effect that the authorised signatory has authority to bind the company should also be attached along with the part-I.



Section III – CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

S.No.	Particulars	Page No.
1.	DEFINITIONS	15
2.	USE OF CONTRACT DOCUMENTS AND INFORMATION	15
3.	PATENT RIGHTS	15
4.	PERFORMANCE SECURITY	15
5.	SCOPE OF PURCHASE CONTRACT	16
6.	PURCHASE PRICE	16
7.	CONTRACT PERIOD	16
8.	INSPECTION AND TESTS AT SMS SERVICE PROVIDER'S PREMISES/SYSTEMS	16
9.	IMPLEMENTATION SCHEDULE	17
10.	DRAWING AND DOCUMENTS	17
11.	LIQUIDATION/BANKRUPTCY	17
12.	PAYMENT TERMS	17
13.	PRICES AND TAXES	17
14.	COMPLETION PERIOD	18
15.	TERMINATION FOR DEFAULT	18
16.	TERMINATION FOR CONVENIENCE	19
17.	FORCE MAJEURE	19
18.	CANCELLATION OF CONTRACT	19
19.	SETTLEMENT OF DISPUTES	20
20.	CONFIDENTIALITY	21
21.	APPLICABLE LAW	21
22.	INTELLECTUAL PROPERTY RIGHTS	21
23.	DELAY IN VENDOR'S PERFORMANCE	21
24.	TRAINING	22
25.	TECHNICAL DOCUMENTATION	22
26.	INDEMNITY CALUSE	22
27.	IT ACT 2000	22
28.	LIMITATION OF LIABILITY	22
29.	COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952	22
30.	EXIT REQUIREMENTS	23
31.	PENALTY	23
32.	RESPONSIBILITY FOR COMPLETENESS	24
33.	RIGHT OF BANK TO VARY THE CONTRACT	24
34.	NEGLIGENCE	24
35.	SATUTORY AND OTHER REGULATIONS	24
36.	ASSIGNMENT	24
37.	SECURITY GUIDELINES	24
38.	SCOPE OF WORK	25

1. DEFINITIONS

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. **Solution/ Services/ Work/ System** – "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the integration with existing systems, provision of technical assistance, auditing and other obligation of the Supplier covered under the RFP.
- d. **"The Purchaser"** means Indian Bank.
- e. **Supplier/ Contractor/ Vendor** – Selected Bidder/System Integrator under this RFP.
- f. **"The Project Site"**, where applicable, means the place of delivery of equipments.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.2 The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

3. PATENT RIGHTS

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Services or any part thereof.

4. PERFORMANCE SECURITY

4.1 Within 15 days of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the one year projected Contract Amount in the form of a Bank Guarantee, valid for 39 months (with further one month of claim period), in the format enclosed.

4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



4.3 If not invoked, the Performance Security will be discharged by the Purchaser and returned to the Supplier after expiry of claim period.

5. SCOPE OF PURCHASE CONTRACT:

To implement the complete services for sending/ receiving SMSes using secure authentication system incorporating the following features from the various platforms/ systems in the INDIAN BANK. Complete services as per the technical/ functional specification given in the RFP should include the following:

- PUSH service.
- PULL SMS using short code/long code with/without Virtual Mobile Number.

The bidder should have international reach across the globe and be able to deliver messages across the world within stipulated time frame.

6. PURCHASE PRICE

- Bidder should factor in all the costs in implementing SMS services.
- Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of three years.
- In the event of reduction in the international or national market prices of the SMS services, the Bank reserves the right to negotiate price with the bidder/s.

7. CONTRACT PERIOD

The purchase contract shall be valid for a period of 3 years from the date of successful implementation/integration of the SMS Services.

8. INSPECTION AND TESTS AT SMS SERVICE PROVIDER'S PREMISES/SYSTEMS:

The Bank shall have the right of inspecting and test the system at any time. The bidder on demand from the Bank shall carry out such tests in appropriate manner in the presence of Bank's representatives and free of charge to bank. The inspection, examination or testing carried out by the Bank shall not relieve the bidder from any of their obligations under the purchase contract.

The bidder shall make available all necessary and relevant records, facilities access to the system and access to personnel for audit by the Bank or any representative authorized by the Bank.

Further following conditions are to be accepted / adhered to and complied with by the successful bidder.

- I. RBI or persons authorized by it shall access the records of Bank and successful bidder related to the agreement and cause inspection.
- II. Successful bidder shall maintain confidentiality of customer information and will not disclose any confidential information including customer information



even after completion of the contract.

- III. Successful bidder shall obtain prior approval of the bank for use of subcontractors for outsourced activity etc. Prior approval of the bank shall be obtained for any change proposed in any subcontractors.
- IV. Successful bidder shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

9. IMPLEMENTATION SCHEDULE

Implementation, configuration of should be completed within Two (2) weeks from the date of acceptance of purchase order.

10. DRAWING AND DOCUMENTS

The bidder shall supply all necessary flow chart and documents to the Bank required for implementation/ integration without any additional cost. These flow chart and documents shall be in English.

11. LIQUIDATION /BANKRUPTCY

If the bidder becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for their business or any assets thereof or compounds with their Creditors, or being a corporation, winding up proceedings are commenced against it and / or any proceedings regarding its amalgamation with another Corporation or its reconstruction are initiated and / or it carries on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty:-

- i) to terminate the purchase contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the bidder or to the Receiver or Liquidator or to any person in whom the purchase contract may become vested or;
- ii) to give such Receiver, Liquidator or other person the option of carrying out the purchase contract subject to providing guarantee for amount to be specified by the Bank.

12. PAYMENT TERMS

- i) Bank will not pay any advance.
- ii) Payment will be made within 15 days on monthly basis in confirmation of the MIS reports made available to the Bank and will be segregated into following categories:
 - Successfully delivered SMSes will be paid in Full.
 - Rejected/DND/Invalid SMSes will not be paid.

13. PRICES AND TAXES

- The price shall be firm and binding without any escalation whatsoever inclusive of any other charges of whatever nature, current or future.



- The prices should be in Indian Rupees.
- No escalation in price on any ground will be permitted, even if the cause of escalation is due to government guidelines or regulations or rule or act or any administrative fiat by whatever nature called.
- The Price quoted should include all the costs involved for user licenses, features, software subscription and updation and upgradation of all software during the tenure.
- The rates quoted by the bidder in the Commercial bid should be Net Charges for sending per SMS including the interconnection / termination charges payable to the SMSC. Service Tax will be payable extra at the prevailing rates as per Government Rules if applicable.
- Applicable TDS will be deducted from the payment.
- Bank will not pay any other charges incurred by the bidder including but not limited to set up charges or customization fees at the bidder's end.
- In the event of reduction in the international or national market prices of the SMS services, the Bank reserves the right to negotiate price with the bidder/s

14. COMPLETION PERIOD.

The services are to be delivered and project to be operationalised within 15 days from the date of issue of letter from the Bank on pilot basis for a period of TWO WEEKS. The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered by the bidder during the pilot period.

Time allowed for implementation shall be firm and binding.

15. TERMINATION FOR DEFAULT

15.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

a. if the Supplier fails to provide service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

or

b. if the Supplier fails to perform any other obligation(s) under the Contract.

c. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:



"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; and

"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.

15.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

16. TERMINATION FOR CONVENIENCE

The Bank, by 90 days written notice sent to the service provider, may terminate the contract, in whole or in part, at any time, for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the contract is terminated, and the date upon which such termination becomes effective.

17. FORCE MAJEURE

17.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. CANCELLATION OF CONTRACT

Bank reserves its right to discontinue the services at any time before completion of the contract period if the services are found to be unsatisfactory by providing one month notice, including but not limited to the following reasons:

- a) Laxity in following security standards laid down by the Bank
- b) Excessive delay in execution of orders placed by the Bank
- c) Discrepancies / deviations in the agreed processes and/or products



- d) Violation of terms & conditions stipulated in this RFP
- e) In case the bidder does not comply with any of their obligations/ conditions undertakings under this purchase contract.
- f) If the design, specifications or supplies provided by the bidder do not conforms to the SMS Services requirements/ technical specifications.
- g) If the bidder defaults in implementing any of the instructions received from the Bank within the stipulation of this purchase contract and,
- h) In case of any breach of this purchase contract by the bidder.

19. SETTLEMENT OF DISPUTES

19.1 If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

19.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

19.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after implementation of services under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.



(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

19.4 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

20. CONFIDENTIALITY

The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

21. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

22. INTELLECTUAL PROPERTY RIGHTS

The Bidder warrant that in the course of providing SMS Services for delivering outgoing/ incoming SMSes, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between INDIAN BANK and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

23. DELAY IN VENDOR PERFORMANCE

Delivery of the solution and performance of the services shall be made by the vendor in accordance with the time schedule, technical specification, scope of the project and other



terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation/defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

24. TRAINING

The Supplier is required to provide training to the designated Bank's personnel to enable them to operate effectively.

25. TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation service proposed. The language of the documentation should be English.

26. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

27. IT ACT 2000

The equipments to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

28. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to 100% of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

29. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.



30. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

31. PENALTY:

The SMS sent by the Bank will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by the Bank shall attract penalty as follows:

- i. Bank expects 100% availability of the services. The uptime of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months at the discretion of the Bank, as detailed under but not limited to:

Availability**Charges on monthly basis**

<99.5% upto 98%

5% of the monthly bill of the respective month

<98% upto 97%

10% of the monthly bill of the respective month

For each percentage point drop below 97%

Additional 10% of the monthly bill for each 1 percentage point drop in availability below 97% subject to the maximum limit of the value of monthly invoice.

- ii. OTP and alerts are critical messages and hence 100% of these messages should be delivered to the SMSC within 5 seconds. If the percentage of messages delivered within 5 seconds during the month for which the invoice submitted is less than 100%, the penalty will be charged as below:
- 99.9 to 99.5 -- 5% of invoice value
 - 99.5 to 98.5 -- 10% of invoice value
 - 98.5 to 97.5 -- 15% of invoice value
 - Less than 97.5 -- 25% of invoice value
- iii. 98% of the non critical messages (promotional messages) should be delivered to the SMSC within 30 seconds. If the percentage of messages delivered within 30 seconds during the month for which the invoice submitted is less than 98%, the penalty will be charged as below:
- 98 to 97 -- 5% of invoice value
 - 97 to 95 -- 10% of invoice value
 - Less than 95 -- 25% of invoice value

For the clause (i), (ii) and (iii) as detailed above, the successful bidder whenever submitting the invoice to the bank have to specify the % of SMS messages successfully delivered in both critical and non critical category as well as the uptime of availability of services. (The total penalty applicable is the total of penalties



applicable vide clause (i), (ii) and (iii) as detailed above). Any penalty as applicable should be adjusted with the monthly payments which are to be incorporated in the invoice without fail.

32. RESPONSIBILITY FOR COMPLETENESS

Any services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, operationalising, performance or completeness of the SMS Services, shall be provided/ rendered as per the time schedule for efficient and smooth operation of the SMS Services.

33. RIGHTS OF BANK TO VARY THE CONTRACT

The Bank shall have the right, during the performance of the purchase contract, to change the scope and/or technical character of the SMS Services and services stipulated in the purchase contract, and the Bidder shall be bound to comply with the same at no additional cost.

34. NEGLIGENCE

If the bidder neglects to execute the SMS Services for delivering the outgoing/ incoming messages with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to them/ request made to them in writing by the Bank in connection with the SMS Services or shall contravene the provisions of General Terms and Conditions, the Bank shall have the right to cancel the purchase contract holding the bidder liable for the damages that the Bank may sustain in this behalf. Thereafter the Bank may make good the failure at the risk and cost of the bidder and/or invoke the Performance Bank Guarantee, wholly or partly, at the discretion of the Bank. The bidder will also be liable for the penalty as specified in RFP.

35. STATUTORY AND OTHER REGULATIONS

The Bidder shall comply with all the statutory obligations of the Government of India / State Governments, local authorities and other regulations applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Bidder.

36. ASSIGNMENT

The bidder shall not assign their rights and obligations under the terms of this purchase contract to any party/ other person without the written consent of the Bank.

37. SECURITY GUIDELINES

The bidder should abide with the Bank's security guidelines related to transmission of messages over networks other than the Bank's network/ Application Security/ Database Security. Bidder should ensure to filter all phishing/ spamming/ messages overflow attacks in order to ensure availability and integrity of continuous basis.



38. SCOPE OF WORK

To sustain the future growth of coverage area of INDIAN BANK's operation across the globe and to continue to provide the SMS services to its customers, Indian Bank invites service providers to offer their solution for outgoing/ incoming SMS using secure authentication system incorporating the following features from the various platforms/ systems in INDIAN BANK as per the technical/ functional specification given in the RFP which includes inter alia the following:

- The SMS Services should cover the facility like Push Service and Pull SMS using short code/long code with/without Virtual Mobile Number.
- The bidder shall be responsible for providing 24*7 days after-sales support/ service for the complaints relating to the SMS Services.
- The bidder should have a support office/ representative in Chennai to provide onsite support immediately on call.

SECTION - IV**QUALIFICATION CRITERIA**

(Bidders should furnish a statement furnishing the compliance details. If a separate sheet is enclosed for details, relevant page number should be mentioned against that item)

The Bid will be rejected and will not be processed further, if the following conditions are not met.

1. The Bidder should be registered as a company in India as per Company Act 2013.
2. The Annual turnover should be more than Rs.50 Crores for the last three audited balance sheets of the bidder (2016-17, 2017-18 & 2018-19).
3. The Bidder should be Net profit making entity for each year during the last 3 financial years 2016-17, 2017-18 & 2018-19.
4. The bidding company should have experience in providing SMS gateway services for the last five years in India.
5. The bidder should have provided SMS gateway services to at least three Banks/ financial institutions of which one should be Public Sector Bank.
6. Bidder should have direct tie - up/arrangements with minimum three telecom service providers/ operators within India for domestic services and minimum two for international operators.
7. The Bidder should have DR capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.
8. Bidder should have a capability to handle at least 50 lakhs Real Time SMS alerts per day for banking transactions of Banks.
9. The bidder should be able to allocate a minimum throughput 1000 SMS/sec to the Bank.
10. The Bidder should not have been blacklisted at any time by the Government/ Government agency/ Banks / Financial Institutions in India / Telecom Regulator.
11. The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.
12. Delivery of SMS alerts should be ensured to all National/International locations without any exception.
13. The bidder should be able to support all regional languages.



SECTION -V
Annexure-1
TECHNICAL SPECIFICATIONS
Sub: Request for Proposal (RFP) - SMS Gateway Services for Indian Bank
Ref :Indian Bank RFP No: CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019
With reference to the above, we give below the Technical Compliance details

S No	Specification	Complied (OR) Not Complied
1	The solution offered should provide Push, Pull and USSD based SMS alert services to the bank. For providing these services the offered solution should be seamlessly integrated with the banks existing SMS Gateway servers deployed by the bank.	
2	The solution offered should integrate with applications at primary (DC) and DR site of the Bank, including test setup.	
3	All SMS messages are to be delivered to the SMSC within 5 seconds of receipt of the message at bidder's server and expected to be delivered to the mobile subscriber within 10 seconds.	
4	The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.	
5	The bidder Should provide a list of mobile numbers where message delivery failed on daily basis.	
6	Bank will share its application URL on which bidder/service provider will be required to forward all incoming queries. Bidder will share the desired format of pull SMS"s with the bank.	
7	The SMS Services and related systems should conform to the requirements of latest IT Act and other laws statutes of the government.	
8	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the Bank.	
9	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm.	
10	The solution offered should provide secure encrypted connection for delivery of outgoing/incoming alerts with guaranteed delivery.	
11	Sender ID allotted should be unique for our Bank and the same should not be used by other entity/Banks.	

12	The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing/incoming SMS Alerts for Bank's PUSH and PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Reliance, Airtel, Vodafone, Jio etc.) and international mobile subscribers as well.	
13	For enabling PULL SMS facility, bidder is required to provide two codes (long code/short code/VMN) for the use by Indian Bank without any additional cost to the bank, for receiving incoming SMSs in predefined formats from its customers. The bidder should provide two easily memorable numbers from two different operators for providing missed call solution (Just dial services) to its customers. The bidder should disconnect the call after two rings and forward the mobile number received to the bank via encrypted URL request for sending the balance alerts/transaction status via SMS.	
14	The code (long code/short code/VMN) allotted to the Bank should be easily memorable and accessible to Bank customers, both domestic and international, through all the telecom operators across the globe on 24*7*365 basis.	
15	Availability of Pull & USSD services and delivery of alerts to be made on 24*7*365 basis.	
16	Bidder to ensure that SMS message whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.	
17	The bidder should be capable of providing real time automatic delivery report/acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert along with status and time stamp.	
18	The bidder should have the facility of online filtering of the DND numbers on real time basis.	
19	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Bank and deliver the alerts as per the priorities defined.	
20	Check should be properly imposed to avoid duplicate/multiple SMS delivery to customers.	
21	The solution offered should be a Multilingual messaging solution supporting all Indian languages.	
22	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages that cannot be delivered immediately.	
23	The solution should be capable of returning the message ID with delivery status of each message sent by the bank in its response API in real time mode.	

24	The bidder should have proper test infrastructure with capability of end to end testing of all integration with Bank applications.	
25	It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to the Bank.	
26	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.	
27	DND compliance will be the responsibility of the Bidder/Service Provider.	
28	Bank will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for Bank.	
29	The bidder should have capability to communicate through VPN/ dedicated leased lines for mentioned services (Push, Pull and USSD) between bank and bidder's infrastructure.	
30	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull Services and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.	
31	The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, No of push, pull, promotional messages sent.	
32	The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the Bank. The software should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description.	
33	Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields: Mobile Number/MSISDN Complete Message text Message Category Bearer (GSM/CDMA) Operator Circle National/International Sender Name/ID Date/time of SMS received at the gateway Date/time of SMS send to the operator Date/time of SMS delivered to the end subscriber	

	Final Status of the SMS Status description Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank.	
34	The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above.	
35	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank.	
36	Bidder to provide separate userids for sending promotional SMS. The solution should provide features including but not limited to below, in addition to other features specified in the RFP: <ul style="list-style-type: none"> • Online Website/Portal based access • Menu Driven Graphical User Interface (GUI) based access • User ID/Password based access to website/portal • Facility of Admin Users to create/modify/delete/maintain users for various locations within Bank • Sending SMS to one/many mobile numbers • Upload of Mobile Numbers through Excel and Txt formats. • Scheduling SMS • Provision of Web-based reports for download in Excel/Txt/PDF format • MIS for promotional SMSes user ID wise, period wise, date wise, status wise(delivered, undelivered) etc for SMS alerts sent. 	
37	The solution offered should be scalable to meet the requirements of the Bank for the next 3 years from the date of award of contract.	

1. We have carefully examined all the contents incorporated in Part I and PART II of the bid documents for the SMS Services for Outgoing/ Incoming SMSes to customers and non-customers of Indian Bank in conformity with all the conditions stated in the instructions to Bidders, General Conditions for Outgoing/Incoming SMSes including technical and commercial specifications etc. as detailed in the RFP Documents.

2. We understand that the time schedule stipulated for completion of SMS services is the essence of the contract. While submitting the bid, we certify that:

- SMS Commercial Prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The commercial prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
- We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.

- We agree that the rates/ quotes, terms and conditions furnished in this tender will be applicable to Indian Bank.
- The rates to be quoted in the price bid for the SMS Services as per RFP and subsequent pre-bid clarifications/ modifications/ revision furnished by the Bank in writing will remain valid without any exception.

3. We also agree that our bid will remain valid for acceptance by the Bank for 180 days from the date of opening and this period of validity can be extended for similar period(s) as may be mutually agreed between the Bank and bidder in writing. Should this Tender be accepted, we hereby agree to abide by and fulfill all the Terms and Conditions of the bid and in default thereof, to pay to you or your successors, or Authorized Nominees such sums of money as are stipulated in the conditions contained in the bid together with the written acceptance of the SMS Services. We understand that you are not bound to accept the lowest or any bid received. You are entitled to reject our bid at your discretion without assigning any reasons. We understand that the Bank can place the order with any one or more bidders.

4. Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and Bank's notification of award would constitute a binding contract between us.

5. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information/ data/ particulars to be incorrect, the Bank will have the right to disqualify us from the bid.

6. We undertake to comply with the terms and conditions of the RFP.

Our PAN No for Income Tax is _____. We are registered with Sales Tax Authorities and Service Tax Authorities and our registration numbers are as follows:

- i) Sales Tax Registration Number : _____
- ii) Service Tax Registration Number: _____

Dated this _____ day of _____ 2019

For and on behalf of

(With seal) _____

Signature _____

Name _____ Designation ____

Mobile No. _____

Email Address _____

DULY AUTHORIZED SIGNATORY



SECTION-VI**BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

S.No	Particulars	Page No.
1	BID FORM	33
2	SELF DECLARATION-BLACKLISTING	35
3	BID SECURITY FORM	36
4	CONTRACT FORM	38
5	PERFORMANCE SECURITY FORM	40
6	DETAILS OF SERVICES PROVIDED	42
7	NON DISCLOSURE AGREEMENT	43
8	PRICE BREAK UP	47
9	INTEGRITY PACT	48
10	CHECKLIST	54



1. BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To

Indian Bank
Corporate Office,
Digital Banking Division
254-260, Avvai Shanmugam Salai,
Royapettah.
Chennai 600 014, India.

Sub: SMS Gateway services for Indian Bank

Ref: CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019

Having examined the Bidding Documents including Agenda Nos. (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide (Description of Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the implementation schedule specified in the Conditions of Contract.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% of the one year projected Contract Amount, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.



Dated this day of 2019

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email:



2. SELF DECLARATION – BLACKLISTING

The Assistant General Manager
Digital Banking Division
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: **SMS Gateway services for Indian Bank**

Ref: **CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019**

We hereby certify that, we have not been blacklisted/debarred by any Government / Government agency / Banks / Financial Institutions in India / Telecom Regulator any time.

Signature of Authorized Official

Name and Designation with Office Seal

Contact:

Email:

Place:

Date:



3. BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for the supply of (name and/or description of the services) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of (Name of Country), having our registered office at (address of Bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required;
or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than _____.

(Signature of the Authorised Official of Bank)



NOTE: 1. The bidder should ensure that the seal and Code No. of the signatory is put by the banker, before submission of the Bank Guarantee.

2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



4. CONTRACT FORM

THIS AGREEMENT made theday of.....2019 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. **CO:DBD:NB/MB:286/R1:2019-20** dated **20.05.2019** for certain services viz., (Brief Description of Services) and has accepted a bid by the Supplier for the provision of those services in the sum for (Unit Contract Price in Words and Figures for National and International SMS) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (b) the Bid Form and the Price Schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) the Conditions of Contract;
- (f) the Purchaser's Notification of Award

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



Brief particulars of the services which shall be supplied / provided by the Supplier are as under:

Description	Per SMS Cost (in INR) (a)	Total estimated SMS for 3 years (b)	Total SMS Cost (in INR) @ C = a * b
National SMS cost		550 Crores	
International SMS cost		1 Crore	
Total (to be quoted in the online reverse auction)			

TOTAL VALUE:

IMPLEMENTATION SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....



5. PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date :

To :

INDIAN BANK, CHENNAI, INDIA.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... to supply and maintain (Description of Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....201.....

Signature of Authorised Official with Seal

.....

Date.....201..

Address:.....

.....

NOTE :

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



3. Please note that guarantee to be valid for 39 months and claim period is 1 month as per Clause 4(Performance Security) of condition of contract.

(The above format is illustrative only and may be suitably modified later by Indian Bank)



6. Details of services provided.

S. No.	Order placed by	Order No. and Date	Value of Order (Optional)	Date of completion of implementation		Remarks indicating reasons for late implementation, if any
	Full address of Purchaser			As per Contract	Actual	

Signature of Authorised Official with Seal



7. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2019 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the " " which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

The Bank is interalia engaged in the business of banking and has issued Purchase Order for supply of _____

M/s. _____ Limited has been engaged in the business of _____

The parties have entered into contract on for providing(nature of services) and established business relationship and in course of business relationship it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.



The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the



confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6 .Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.



10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK

.....

M/s.

8. Price Break Up (to be submitted after online reverse auction)

The Assistant General Manager
Indian Bank, CO: (Digital Banking Division)
254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600 014.

Dear Sir,

Sub: **SMS services for Indian Bank**

Ref: **CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019**

Further to reverse auction, we submit hereunder the price break up for SMS gateway services (National and International) for the specifications given in your above referred letter.

Description	Per SMS Cost (in INR) (a)	Total estimated SMS for 3 years (b)	Total SMS Cost (in INR) @ C = a * b
National SMS cost		550 Crores	
International SMS cost		1 Crore	
Total (to be quoted in the online reverse auction)			

Note: The price quoted is inclusive of all duties, levies, warranty, interconnect charges, operator/telecom charges etc.. but exclusive of taxes only. Applicable TDS will be deducted from the payment.

We submit that we will abide by the details given above and the conditions given in your above tender.

Office Seal

Place:

Date:

Business Address:

For
(Authorized Signatory)

Name:

Designation:

Mobile No:

Telephone No:



9. INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank"

And

Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for

The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidders(s) and/or Contractor(s).

In order to achieve these goals, the Bank will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

- (1) The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Bank will exclude from the process all known prejudiced persons.
- (2) If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitment of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during



his participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender processor the execution of the contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender processor during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s)/ Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section2, above or any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.



Section 4- Compensation for Damages

- (1) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Bank has terminated the contract according to Section3, or if the Bank is entitled to terminate the contract according to Section3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5- Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- (3) The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- (4) The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- (5) Apart from the above, the Bank may take action for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Bank.
- (6) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6- Equal treatment of all Bidders/Contractors/Sub Contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
- (2) The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.



- (3) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the bank obtains knowledge of conduct of a bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

- (1) The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/ Contractors(s)/Subcontractors(s) with confidentiality.
- (4) The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arises submit proposals for correcting problematic situations.



- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

Section9– Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time ,the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section10- Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section11- Other provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- (6) Any dispute or difference arising between the parties with regard to the terms of this Agreement/ Pact, any action taken by the Bank in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.



The parties hereby sign this Integrity Pact at on

(For & On behalf of the Bank)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place -----

Place -----

Date-----

Date-----

Witness1:

Witness1:

(Name & Address)-----

(Name & Address) -----

Witness2:

Witness2:

(Name & Address) -----

(Name & Address) -----



10. CHECKLIST for Part – I

Sr No.	Criteria	Documents to be submitted along with the bid
1	The bidder should be registered as a company in India as per Company Act 2013.	The attested copies of Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies is to be submitted. Attached the following documents: a) Certificate of Incorporation b) PAN Card c) GST
2	The Bid should be accompanied by a Bid Security of required amount.	Original Bank Guarantee for the required amount should be attached as per format 3 of Section VI.
3	The Annual turnover should be more than Rs.50 crores for the last three audited balance sheets of the bidder (2016-17, 2017-18 & 2018-19).	CA Certificate & the Audited Balance Sheet and Profit & Loss Statement for financial years 2016-17, 2017-18 & 2018-19 are to be submitted as documentary evidence.
4	The bidder should be a Net profit-making entity for each year during the last 3 financial years 2016-17, 2017-18 & 2018-19 from business in India.	
5	The bidding company should have experience in providing SMS gateway services for the last five years in India.	A copy of the proof should be submitted in this regard.
6	The bidder should have provided SMS gateway services to at least three Banks/ financial institutions of which one should be Public Sector Bank.	Bidder has to submit copy of latest purchase orders from Bank's/ Similar financial institutions or experience certificate from such clients for last financial year as per the format 7 of Section VI.
7	Bidder should have direct tie up/ arrangements with minimum three telecom service providers/operators within India for domestic services and minimum two for international operations.	Copies of currently valid Agreements OR Certificates with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of bank's rate contract.

8	The Bidder should have DR capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address Details and contact details for two different locations to be submitted in this regard as per the availability of such locations.
9	Bidder should have a capability to handle at least 50 lakhs Real Time SMS alerts per day for banking transactions of Banks.	Bidder to submit latest (previous month's) invoice paid by respective banks. Invoices raised should clearly mention the volume of Real Time SMS Alerts for establishing capability to handle at least 50 lakhs Real Time SMS alerts per day for banking transactions of Banks/financial institutions.
10	The Bidder should be able to allocate a minimum throughput 1000 SMS/sec to the Bank	a) Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie up to deliver SMS Alerts. b) Undertaking to be provided for at least minimum throughput of 1000 SMS/sec to the Bank for delivery of SMS.
11	Bidder should not have been black listed at any time by the Government / Government agency / Banks / Financial Institutions in India / Telecom Regulator.	Self Declaration as per format 2 of Section VI should be attached for non-black listing.
12	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Certified copy of registration as registered telemarketer as per TRAI guidelines
13	Delivery of SMS alerts should be ensured to all National /International locations without any exception.	Undertaking to this effect to be submitted.
14	The bidder should be able to support all regional languages.	Undertaking to this effect to be submitted.
15	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be attached as per format 1 of Section VI.
16	Integrity Pact	As per format 9 of Section VI .
17	Technical Compliance	Compliance to be given as per Annexure – I.