

Amendments to the Pre-bid Queries Ref: CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019 – Request for Proposal for Selection of vendors for providing SMS gateway services.

Page No.	Clause No.	RFP Term	Queries	Amendment
18	13. Prices and Taxes	Service Tax will be payable extra at the prevailing rates as per Government Rules if applicable.	Please change the tax applicable to GST and not Service Tax.	The word "Service tax" is replaced with "GST"
23	31 - Penalty - Point iii)	98% of the non-critical messages (promotional messages) should be delivered to the SMSC within 30 seconds.	Kindly consider relaxing this clause as it is for Promotional messages.	98% of the non-critical messages (promotional messages) should be delivered to the SMSC within 2 hours on receipt of file from the bank.
26	Qualification criteria	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.	Bidder should have POI agreements with telecom service providers/ operators for delivering domestic services and for international services.	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. If bidder is an operator, then the bidder should have POI arrangements with telecom service providers/ operators for delivering domestic services and for international services.
26	Qualification criteria	The bidder should have provided SMS gateway services to at least three Banks/ financial institutions of which one should be Public Sector Bank.	Request Bank to remove Public sector. We have provided SMS gateway solution to ICICI, HDFC, Kotak Mahindra Banks, Request Bank to change clause as any 3 Bank/Financial Institutions.	The bidder should have provided SMS gateway services to any three Bank/ Financial Institutions in India.



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27	Section V - Annexure 1 - S No. 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.	<p>USSD Services are not offered by many telecom operators and is not a stable service. Please remove USSD from the scope of this RFP.</p> <p>Please confirm USSD need to be delivered now or Provider should have capability to support in future. USSD is operator specific. So for other telecom operators bank need to get it done by itself. However, we can enable functionality through technology.</p>	The solution offered should provide Push, Pull 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.
27	Section V - Annexure 1 - S No. 5	The bidder Should provide a list of mobile numbers where message delivery failed on daily basis.	Reports will be shared via automated API response or can be downloaded from the Web portal. Please confirm and amend the clause.	Reports may be either shared via automated API response or through Web portal for downloading the report.
27	Section V - Annexure 1 - S No. 11	Sender ID allotted should be unique for our Bank and the same should not be used by other entity/Banks.	TRAI doesn't maintain a central list of Sender IDs. We cannot guarantee that some other entity will not use the Sender ID. We can guarantee the Sender ID will not be used for any other entity on our platform.	Sender ID allotted should be unique for our Bank and the same should not be allotted to any other entity/Banks by the service provider.

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28	Section V - Annexure 1 - S No. 13	For enabling PULL SMS facility, bidder is required to provide two codes (log 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.	Please specify how many VMN no's required and rental for PULL/VMN is not added in commercials section.	For enabling PULL SMS facility, each successful bidder (L1 & L2 bidder) is required to provide one easily memorable Virtual Mobile Number (VMN) for the use by Indian Bank without any additional cost to the bank, for receiving incoming SMSes in predefined formats from its customers and for missed call (just dial) services. The bidder to configure the SMS op codes provided by the Bank to the VMN.
28	Section V - Annexure 1 - S No. 15	Availability of Pull & USSD services and delivery of alerts to be made on 24*7*365 basis.	USSD Services are not offered by many telecom operators and is not a stable service. Please remove USSD from the scope of this RFP.	Availability of Pull SMS services and delivery of alerts to be made on 24*7*365 basis.
29	Section V - Annexure 1 - S No. 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.	The Bank mentions elsewhere in the document that the connectivity should be via API/SMPP. Kindly confirm if leased lines are mandatory. If mandatory, kindly add leased lines costs as a line item in the commercials	Bidder to offer Services on VPN. If bidder decides to use dedicated leased line, Bank will provide leased line upto Bidder premises. However the router/switches at Bidders premises is under the scope of the Bidder.
Service Level Agreement				The successful bidder(s) shall be required to enter into Service Level Agreement with the Bank, within 15 days of the acceptance of Purchase Order. Format of SLA is enclosed as Annexure. (Format -11 of Section VI of the RFP)



11. SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of.....,201_ between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugham Salai, Chennai 600 014 (hereinafter "the Bank") of the one part and the Service Provider,(hereinafter called "The Service Provider") of the other part :

WHEREAS the Bank invited bids vide RFP.No:CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019 for services viz,.....(Brief Description of Services) .

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:**1. SCOPE OF SERVICES**

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.

2. MAINTENANCE OF UPTIME

- i. Bank expects 100% availability of the services. The uptime of the complete solution to be calculated on monthly basis.

Uptime percentage - 100% less downtime percentage.

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time - 24 hours per day for seven days a week excluding planned downtime.

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

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**

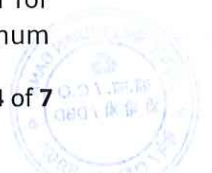
<99.5% upto 98%

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



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

Date: 01.06.2019

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 delivery percentage is less than 100%, the penalty will be charged as below:

- a. 99.9 to 99.5 -- 5% of invoice value
- b. 99.5 to 98.5 -- 10% of invoice value
- c. 98.5 to 97.5 -- 15% of invoice value
- d. Less than 97.5 -- 25% of invoice value

- iii. 98% of the non critical messages (promotional messages) should be delivered to the SMSC within 2 hours on receipt of file from the Bank. If the percentage of messages delivered within 2 hours during the month for which the delivery percentage is less than 98%, the penalty will be charged as below:

- a. 98 to 97 -- 5% of invoice value
- b. 97 to 95 -- 10% of invoice value
- c. 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.

3. FORCE MAJEURE

- The Service Provider 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.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Service Provider 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.

4. 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



Ref: CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019**Date: 01.06.2019**

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.

5. SETTLEMENT OF DISPUTES

- If any dispute or difference of any kind whatsoever shall arise between the Bank and the Service Provider 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.
- If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the Service Provider 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.
- 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 Bank and a domestic Service Provider 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 Bank and the Service Provider; 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



Ref: CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019**Date: 01.06.2019**

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.
- 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 Bank shall pay the Service Provider any monies due to the Service Provider.

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

6. STANDARD CONDITIONS

Whatever not specifically mentioned herein, this Service Level Agreement is subject to the terms and conditions of our Request for Proposal REF: RFP.No:CO:DBD:NB/MB:286/R1:2019-20 dated 20.05.2019 and subsequent clarification and amendments.

7. 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.

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 Service Provider)

In the presence of:.....

