

REQUEST FOR PROPOSAL (RFP)

SMS Gateway Services with Middleware Solution

Date and time of Pre Bid Meeting	13.09.2022 at 03:00 PM
Last Date for receipt of bids	23.09.2022 at 03:00 PM
Date and time of opening Technical bids	23.09.2022 at 03:30 PM

RFP No. CO:DBD:1715/R1:2022-23
03.09.2022

Issued by:

Indian Bank, Head Office Building,
Digital Banking Division
66, Rajaji Salai,
Chennai – 600 001.

Phone: +91-44-25269718/ 9752
Email: ebanking@indianbank.co.in
Website: <http://www.indianbank.in>

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SECTION – I

INVITATION FOR BIDS (IFB)

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14.02.2022. In the last 115 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has two subsidiaries viz., IndBank Merchant Banking Services Ltd and Ind Bank Housing Ltd. Bank also has two joint ventures namely Universal Somp General Insurance Company Ltd. and ASREC (India) Ltd.

Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

Bank has been pioneer in developing many digital products viz., IB Smart Remote and has received many awards on digital front.

Bank has been making profit continuously since 2002 and has been self-sustaining in terms of capital adequacy.

VISION:

"Delivering excellence in financial services through customer focus, employee engagement and sustainable growth"

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2022, Bank's total Global business reached Rs.10,09,242 Cr consisting of Deposits at Rs.5,93,618 Cr and Advances at Rs.4,15,625 Cr.

As on 31st March 2022, Bank has Pan-India network with 20,593 touch points including ,6004 Brick & Mortar branches, 5,428 ATMs/BNAs, 9,161 Business Correspondents. The Bank has expanded its foot print overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimisation and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

Technology Environment

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric login.

As a part of enhancing customer experience, Bank has also launched an AI-Chatbot ADYA, that is currently available on Bank's website and Mobile Banking App as an additional interface for answering customer queries and lead generation.

The Bank invites bids from companies providing SMS Gateway Services for handling incoming and outgoing message to domestic and international customers and non-customers of Indian Bank and middleware solution. All companies providing SMS Gateway Services can participate in this Open Tender.

For further details, please visit Bank's website www.indianbank.in

1. 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.

2. The address for communication is :-

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

E-Mail:- ebanking@indianbank.co.in
krishnaraj.d@indianbank.co.in
amreshkumar.s@indianbank.co.in
maresh.g@indianbank.co.in



CO: Digital Banking Division
Ref: CO:DBD: 1715/R1:2022-23

03.09.2022

Bids have to be submitted online only through e-procurement website <https://www.tenderwizard.com/indianbank> before **23.09.2022 03:00 PM** along with physical submission of documents mentioned under "BID DETAILS" section in point no. 9.

Physical Documents must be delivered to the address given below, on or before 03:00 P.M. on 23.09.2022 and must be accompanied by a Bid Security of Rs.1,80,00,000/- (Rupees One Crore Eighty Lac Only) and non-refundable bid fee of INR 50,000/- as Demand Draft in favour of Indian Bank payable at Chennai. Bid submitted without the Bid Fee and Bid Security will not be considered:

**Chief Manager,
Indian Bank, Head Office,
Digital Banking Division,
66, Rajaji Salai
Chennai, PIN 600 001, India.**

Alternatively, bidders can transfer the cost of bid document (bid fee) through NEFT/RTGS/IMPS/UPI etc. in the below mentioned account.

"Account No.: 743848138

Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II

IFSC Code: IDIB000H003

Branch: Harbour"

(If bidder submits cost of Bid direct to Bank Account, Proof for Transfer with Reference number should be submitted)

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 etc.) will be opened by the bank at 03.30 P.M. on 23.09.2022.

Bids submitted by the bidder will be opened by the Bank and after technical evaluation, only the eligible bidders will be communicated by mail 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.

REQUEST FOR PROPOSAL (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai. It serves over 100 million customers with 40000+ employees, 5,700+ branches. It is one of the top performing public sector banks in India.

Bank's Information Systems and Security processes are certified with ISO27001:2013 standard and is among very few Banks certified worldwide. It has overseas branches in Colombo, Singapore including a Foreign Currency Banking Unit at Colombo and Jaffna and an off-shore banking unit in Gift City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country.

The Bank is interested in selection of companies providing SMS Gateway Services and middleware solution. All companies providing SMS Gateway Services can participate in this Open Tender.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enrol/ register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all qualifying bidders about the date and time of reverse auction.

Interested eligible bidders may submit their quotation for Providing SMS Gateway Services and middleware solution, as specified in Part-I as per the following procedure:

1. Bidders should enrol/ register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of only technically qualified bidders will be opened by Bank.
3. **Part-II** – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part-II price breakup details to be submitted after online reverse auction process.

4. Part-I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) & MSEs subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of General Financial Rules (GFR) 2017).

7. **MAKE IN INDIA**

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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 & its amendments/clarifications (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India).

8. Bank will provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. Traders who are engaged in trading activity without value additions/branding/packing are excluded from public procurement policy for MSEs. In such a case, they will have to submit EMD (bid Security) and Bid Fee.

9. **RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration

will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country;
or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation



- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

10. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason thereof.
- (iii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- (iv) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (v) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.

3. PRE-BID MEETING

- A pre-bid meeting is scheduled to be held through Video Conference/ Skype/ Web-ex on **13.09.2022 at 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **08.09.2022 by 11:00 AM**. The format for Pre-bid queries is given at S.No.13 of Section-VI. The pre-bid queries should be submitted in DOC or EXCEL format ONLY.

krishnaraj.d@indianbank.co.in
amreshkumar.s@indianbank.co.in
maresh.q@indianbank.co.in
ebanking@indianbank.co.in

- 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.50,000/- (Rupees Fifty Thousand Only, non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai.

Alternatively, bidders can transfer the cost of bid document (bid fee) through NEFT/RTGS/IMPS/UPI etc. in the below mentioned account.

"Account No.: 743848138
Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II
IFSC Code: IDIB000H003
Branch: Harbour"

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.

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 websites: <https://www.indianbank.in> and <https://www.tenderwizard.com/indianbank> and informed vide mail to the bidders who have raised queries

- Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India.
- The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) & MSEs subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

BID DETAILS

RFP No. CO:DBD:1715/R1:2022-23 dated 03.09.2022

1	Date of commencement of Bidding Process	Date: 03.09.2022
2	Last date for submission of pre-bid query	Date : 08.09.2022 Time: 11:00 AM
3	Pre-Bid meeting	Date : 13.09.2022 Time: 03.00 PM
4	Last Date and Time for Bid Submission	Date: 23.09.2022 Time: 03.00 PM
5	Date and Time of Technical Bid Opening	Date: 23.09.2022 Time: 03.30 PM
6	Address for communication & submission of physical documents (Bank) On-line submission of bids	Deputy General Manager (Digital Banking Division) 66,Rajaji Salai, Indian Bank Head Office Chennai, - 600 001 Contact Number: 044-25269718 Email: ebanking@indianbank.co.in Bids have to be submitted online through e-procurement website https://www.tenderwizard.com/indianbank
7	Earnest Money Deposit	Rs.1,80,00,000/- (Rupees 1 Crore Eighty Lac Only) 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 / Cost of Bid / Bid fee.	Demand Draft for Rs.50,000/- should be enclosed along with Technical Bid towards Bid Document Charges. (Alternatively, bidders can transfer the cost of bid document through NEFT/RTGS/IMPS/UPI)
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.

10	Physical documents to be submitted	<p>1. DD towards Cost of bid document (Alternatively, bidders can transfer the cost of bid document through NEFT/RTGS/IMPS/UPI etc.) Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Bid security</p> <p>3. Integrity Pact</p>
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This Request for proposal (RFP) document can be downloaded from the website: <https://indianbank.in/tenders> & e- procurement portal : <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e- procurement portal only.

This RFP document is the property of Indian Bank & is not transferable. If a holiday is declared on the date mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION – II

INSTRUCTIONS TO BIDDERS

INDIAN BANK proposes to engage service provider(s) 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", alongwith Middleware solution.

1. Introduction:

The Bidder is expected to examine all instructions, forms and terms given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. 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. Bank will not be responsible for the same.

This RFQ is 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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 04th June 2020, and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any).

2. Instructions to bidders for e-tendering

These Instructions for e-Tendering supplement other terms and conditions of this tender.

1. INSTRUCTIONS

1.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/indianbank> meant for this purpose with the help of the Service Provider of e-tendering portal identified by the Bank (M/s Antares Systems Ltd.).

3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their power & internet connectivity (due to any reason whatsoever it may be) either the Bank or e-tendering service provider of the Bank (M/s Antares Systems Ltd.) is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or M/s Antares Systems Ltd. will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from M/s Antares Systems Ltd.

1.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal



- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited, if required.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499
Support Email: gunaseelan.m@antaressystems.com

1.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. Compliance to technical specifications as per Technical Bid – Part-I(A)
- c. Indicative Commercial Bid – Part-II
- d. All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- e. Supporting documents and product literature in support of Technical specifications.
- f. Relevant brochures.
- g. Any other information sought by the Bank with relevance to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

1.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

1.5. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/indianbank>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

3. Amendment of bidding documents

3.1 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.

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

4. Documents constituting the bid

4.1 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.

5. Documents establishing services' conformity to bidding documents

5.1 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.

5.2 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.

6. Bid Security (Earnest Money Deposit)

6.1 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.1,80,00,000/- (Rupees One Crore Eighty Lac 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.

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

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

6.4 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.

7. 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.

8. Format and signing of bid

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

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

9. Deadline for submission of Bids

9.1 Deadline for bid submission is 23.09.2022, 03:00 P.M. The bid document along with required enclosures should be submitted in online and offline mode, as mentioned in RFP, before the Deadline for bid submission.

9.2 Bank will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in RFP, however physical documents, to be submitted offline, can be submitted 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. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider of e-tender system.

10. Opening of bids by bank

10.1 The Technical bids submitted by bidders on e-tender portal will be opened by Bank as per the schedule mentioned in the RFP.

10.2 The technically qualified bidders will be intimated by mail to participate in the Online reverse auction process, to identify Lowest Quoted (L1) bidder and other bidders (L2,L3). 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

- 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.
- The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- 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

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

12.3 Commercial Evaluation

- Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 (Lowest) bidder. Further Bank may select another 2 vendors from the shortlisted bidders as L2 (Second Lowest) and L3 (Third Lowest) bidder for awarding the contract.
- The calling for quote does not confer any right on the bidder for being awarded any purchase order.
- 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, DLT 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 2 more vendors from the shortlisted bidders as follows:

L2 & L3 vendor will be informed to match L1 price. If L2 or L3 vendor do not agree to match the L1 price, L4 bidder will be given the option to match L1 price and so on.

The estimated SMS volume will be distributed in a ratio of 50:30:20 between the 3 shortlisted bidders. The L1 vendor will get more SMS traffic than the other shortlisted vendors. Cost of on-site support engineer will be paid to the bidder on monthly basis.

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.

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 Service Level Agreement (SLA) return it to the Bank. The selected bidder(s) will have to enter into a Service Level Agreement (SLA) for service support and maintenance of solution as per the terms and conditions of the RFP and covering scope of work and technical requirements.

17. Awarding of Contract

Acceptance of purchase order should be submitted within 5 days of purchase order along with authorization 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 two year.

18. Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-X of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

19. Adoption of Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per the **Annexure-X**. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

- 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.
- 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.
- 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. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- 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.
- 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 Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd) Email: dutt.brahm@gmail.com
2. Shri. Girraj Prasad Gupta, ICAS (Retd) Email: gpgupta1804@gmail.com

- Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.
- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

20. 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.

21. 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 thereof.
- 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

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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 issuance of Purchase Order, the supplier shall furnish to the Bank, Performance Security of 3% of the contract value awarded to the bidder, in the form of a Bank Guarantee, valid for 27 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 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.

The selected service provider should be able to provide solution for Push and Pull based SMS alert services. The offered solution should be seamlessly integrated with CBS (Bancs) software, Mobile Banking, UPI, ATM services, Middleware solution and other applications deployed in bank. The selected service provider should have the capability to integrate with any of the Banks live applications at a future date without any additional cost.

Existing volume and delivery timeline:

1. Push SMS categories are as follows:

SMS Category	Description	Delivery Time per SMS	Existing volume (approx..) per month Avg
Priority 1	Higher Priority alerts (OTP)	Within 15 sec	4 Crore
Priority 2	Transactional/ batch SMS in real time	Within 2 Mins	38 Crore
Priority 3	Promotional SMSs	Within 2 Hrs.	60 Lac

2. Pull SMS category using short/long code with/without Virtual Mobile Number

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 two 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 contract shall be valid for a period of 2 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 to inspect 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 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 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 14 days (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 contract may become vested or;
- ii) to give such Receiver, Liquidator or other person the option of carrying out the contract subject to providing guarantee for amount to be specified by the Bank.

Liquidated damages for delay in delivery and installation of solution would be as under :
In case Bidder is not able to integrate the solution as completion period of the RFP/Contract, a penalty of Rs. 1,00,000/- (plus tax) per week subject to a maximum of 10% of contract value will be charged

12. PAYMENT TERMS

- i) Payment will be made only for SMS delivered successfully to the customer handset.
- ii) Payment will be made after deduction of penalty towards delay in sending SMS, failure of maintaining required uptime, non-maintenance of success rate and other reasons specified in the bid document.
- iii) 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 to the customer handset will be paid in full.
 - Rejected/DND/Invalid SMSes will not be paid.
 - SMS failed due to invalid template / mismatch will not be paid.
 - SMSes delayed / failed / expired / DLR (delivery report) not received, penalty will be imposed as per penalty clause. (Following delivery cases will be excluded : Inbox full, International Roaming, Mobile Number blacklisted, Mobile Switched Off, Out of range, Invalid Mobile Number)

13. PRICES AND TAXES

- The price shall be firm and binding for the contract period of 2 years, without any escalation whatsoever inclusive of any other charges of whatever nature, current or future.
- After expiry of the contract period of 2 years, Bank may extend the contract for a period of 1 year at the same terms & conditions.
- 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. Other taxes 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.
- If there is any reduction in price due to changes in Government guidelines or regulations or rule or Act or any administrative fiat, the benefit of reduction in rate must be passed on to the Bank.

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 14 days (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. Non-compliance of the delivery schedule will result in penalty as per clause 23.1 of the RFP.

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 30 days (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 contract.
- f) If the design, specifications or supplies provided by the bidder do not conform 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 contract and,
- h) In case of any breach of this 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 in English language only.

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.

Penalty / liquidated damages for delay in delivery and installation of solution would be as under :

23.1 In case Bidder is not able to integrate the solution as per completion period of the RFP/Contract, a penalty of Rs. 1,00,000/- (plus tax) per week subject to a maximum of 10% of contract value, will be charged.

24. TRAINING

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

24.1 The successful bidder will provide training to the Bank personnel on administering, monitoring, supervising and usage of the solution provided by him by conducting two mock events.

24.2 The details of the training are to be provided by the bidders and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the bidder.

24.3 The selected bidder shall provide training to the participants for each event without any cost to the Bank / participants.

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 shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to services engineers deployed. The Bank shall have no liability in this regard.

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 is to be submitted. 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 uptime of 99.9% of the complete solution to be calculated on monthly basis. If the services are found not performing as expected, it can be considered as an unscheduled downtime, ie. any abnormal failure rate/delay within a timeframe can be considered as downtime. 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:

Uptime/availability	Penalty on Monthly Basis
>=99.90%	Within SLA. No penalty
<99.90% upto 99.00%	2% of monthly bill of respective month
<99.00% upto 98.00%	5% of monthly bill of respective month
<98.00% upto 97.00%	8% of monthly bill of respective month
<97.00%	10% of monthly bill of 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.

If uptime of services provided by bidder to bank as per the RFP for SMS delivery is less than 97% for two consecutive months, Bank may invoke Performance Guarantee.

- ii. **Penalty for fall in success Rate:** Success Rate of 97% and above is expected from Bidder in delivery of SMS. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalized as under:

Success rate	Penalty charges on monthly basis + GST
97% and above	NIL
<97% upto 96%	0.50% of monthly invoice of the respective month.
<96% upto 95%	0.70% of monthly invoice of the respective month.
<95% upto 94%	1.00% of monthly invoice of the respective month.
>94% upto 93%	1.50% of monthly invoice of the respective month.
>93% upto 92%	2.00% of monthly invoice of the respective month.
>92% upto 91%	2.50% of monthly invoice of the respective month.
>91% upto 90%	3.00% of monthly invoice of the respective month.
Below 90%	5.00% of monthly invoice of the respective month.

*Success Rate = No. of successfully delivered SMS at customer handset as per DLR divided by Total number of SMSes submitted to SMSC.

In calculation of delivery percentage, following delivery failure cases will be excluded:

- a. Inbox full b. International Roaming c. Mobile Number blacklisted d. Mobile Switched Off e. Mobile Out of range f. Invalid Mobile Number

iii. Penalty for delay in delivery of Push type SMS alerts :

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 :

Particulars	Penalty (% of SMS charges payable + GST)
Any SMS not delivered to handset	100%
High priority SMS (OTP) delivered after 15 seconds but before 45 seconds	25%
High priority SMS (OTP) delivered after 45 seconds	100%
Normal priority SMS (Transactional) delivered after 2 minutes but before 5 minutes	20%
Normal priority SMS (Transactional) delivered after 5 minutes but before 1 hour	30%
Normal priority SMS (Transactional) delivered after 1 hour but before 2 hours	40%
Normal priority SMS delivered after 2 hours but before 6 hour	50%
Normal priority SMS delivered after 6 hours	100%
Promotional SMSs delivered after 2 hours and before 6 hours (excluding the no promotion period between 9 pm and 6 am)	25%
Promotional SMSs delivered after 6 hours (excluding the no promotion period between 9 pm and 6 am)	100%

iv. Penalty for false reports:

Bank expects the delivery reports with 100% accuracy. The Bidder has to provide the delivery reports from its telecom operators only. In case it is found that the SMS is not delivered to the customer and the bidder has provided a delivery report as delivered, it will be considered as false delivery report and leads to a penalty of Rs.1000/- (plus GST) per record. In case the number of false delivery reports exceeds 100 records in a month, an additional penalty of 10% (plus GST) of the invoice amount will be charged.

v. Penalty from Regulatory Authority:

Any penalty that bank has to pay on account of ombudsman or TRAI cases for non-delivery of SMS related services offered by the bidder or delay in delivery of logs or non delivery of logs , Bidder has to reimburse the full penalty and any other expenditure to Bank, if any, in this regard. The penalty shall be deducted from any money due or becoming due to the bidder under this contract OR may be realized by invoking of Bank Guarantee or otherwise from any other amount payable to the bidder.

vi) Penalty for On-site Support:

Bidder has to arrange for a suitable alternative resource with same skill set in case of absence of the On-site support resource due to any reason. In case the bidder is unable to provide any alternative resource, penalty @ 0.1% per week or absence or part thereof will be calculated on the Invoice amount for that month.

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), (iii), (iv) and (v) as detailed above). Any penalty as applicable should be adjusted with the monthly payments which are to be incorporated in the invoice without fail. All the above penalties are independent of each other and are applicable separately and concurrently.

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 contract, to change the scope and/or technical character of the SMS Services and services stipulated in the 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 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 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 should provide, install and maintain middleware solution, capable of integrating with Bank software and channels, and other SMS service providers.
- The bidder will provide 1 on-site support engineer on 24x7 basis at Banks premises.
- The shift timings of the on-site support personnel will be decided by the Bank and informed to the selected bidder.
- 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 on-site support immediately on call.
- The middleware solution & perpetual license will be handed over to the Bank, and it will become property of the Bank after expiry of the contract period of 2 years or the extended contract period.

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 1956.
2. The Annual turnover should be more than Rs.100 Crores in each of the last three audited balance sheets of the bidder (2019-20, 2020-21 & 2021-22).
3. The Net Worth of the Bidder should be positive for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average Net Worth should be more than Rs.25 Crores. Net Worth should have not been eroded by more than 30% in the last three years.
4. 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)
5. The bidder should have provided SMS gateway services to at least three Banks/ financial institutions of which one should be Public Sector Bank.(Document as per format 6 of Section-VI to be submitted)
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. Copies of currently valid Agreements OR Certificates with the telecom operators with which it has direct connectivity.(document to be submitted in this regard).
7. The bidder should have deployed DLT platform in atleast 1 telecom operator in the country. (Documentary proof to be submitted).
8. The Bidder should have Business Continuity Plan (BCP) in place. 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. (Document to be submitted)
9. The DC & DR setup of the bidder must be located in India. (Declaration to be submitted)
10. The Bidder should not have been blacklisted by the Government/ Government agency/ Banks / Financial Institutions in India / Telecom Regulator in India during last 3 years from the date of bid submission.
11. The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. Re-sellers are not permitted to bid for this tender.
12. The bidder should have a valid registration with TRAI as a telemarketer and provided solution should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND. It will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of bank.
13. The bidders should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party. The Bidders should be the legal owner of any software /package for the services being provided to the Bank.

14. The bidder should not be involved in any litigation, which threatens solvency of the company (As per Annexure).
15. The bidders should have capabilities to send SMS to all GSM / CDMA network including 2G, 3G, 4G, 5G handsets and any other upcoming network technology and to all telecom operators operating in India and abroad. The bidders should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Resellers of SMS Gateway Services are not eligible to participate in the RFP. The bidder to submit declaration in this regard.

Middleware Solution:

16. The Bidder should have successfully implemented robust middleware solution for integrating with Client applications. The middleware should have successfully processed atleast 2 Crore SMS from a single Client per day.
17. The solution should be scalable to meet the requirements of the bank for the next 3 years without any additional expenses.
18. Application(s) software, installation thereof, patch managements, maintenance of application(s) software should be done by the bidder without any additional cost to the bank.
19. The selected bidder shall provide the software for this Middleware setup at Bank's DC and DR.

NOTE:

1. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
2. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
3. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. All Annexures must be on the letter head of the Bidder, except those which are to be provided by Service Provider/CA/third party. All documents, addressed to the Bank, should be submitted in Original.(No Photocopies will be acceptable).
7. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
8. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

SECTION V

Annexure-1

TECHNICAL SPECIFICATIONS

Sub: Request for Proposal (RFP) - SMS Gateway Services for Indian Bank

Ref :Indian Bank RFP No: CO:DBD:1715/R1:2022-23 dated 03.09.2022

**With reference to the above, we give below the Technical Compliance details.
All the requirements are mandatory.**

1. SMS Services

S.NO	Specifications	Complied (OR) Not Complied
1.	All SMS messages are expected to be delivered to the handset of the mobile subscriber rather than telecom towers as per time mentioned in clause 5 of Scope of Contract.	
2.	The solution offered should have capabilities to send SMS to all 3G/4G/5G and other handsets with compatible system and on all telecom operators available in India and internationally at any point of time.	
3.	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, Airtel, Vodafone, Jio etc.) and international mobile subscribers as well.	
4.	Availability of Pull & USSD services and delivery of alerts to be made on 24*7*365 basis.	
5.	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. For Unicode messages, 1 SMS unit is 70 characters.	
6.	Bidder should support multipart SMS in English as well as vernacular language. If delivery of any part of SMS is failed, the delivery of whole SMS should be marked as failed and DLR to be accordingly sent to the Bank.	
7.	The bidder should have the facility of online filtering of the DND numbers on real time basis.	
8.	Delivery report of SMS must come from the customers mobile handset rather than telecom towers and submitted to the Bank in real time	

	through https API service.	
9.	Prevention of SMS flooding (same SMS content sent multiple times to customers) on customer's mobile number.	
10.	The bidder should be able to distinguish between domestic and international mobile number without making any changes at Bank's end.	
11.	The bidder should have proper test infrastructure with capability of end to end testing of all integration with Bank applications without any additional cost to the Bank.	
12.	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.	
13.	OTP should be encrypted during the transmission	
14.	Facility should be there to send encrypted SMS texts from bank to vendor server and vendor must be able to decrypt the SMS text and send to customer.	
15.	The bidders have to route all the messages sent by the bank as Transactional Messages without necessitating the scrubbing against customer preference register (NCPR) introduced by TRAI unless specified otherwise.	
16.	16-digit alpha characters sender Ids should be supported for domestic transactional and informative SMSes and 6 digit numeric sender Ids for promotional SMSs.	
17.	Delivery of SMS alerts should be ensured to all National/International locations without any exception.	

2. Middleware

S.NO	Specifications	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 Channels like Net banking, Mobile banking, UPI,	

	ATM Channel, Middleware, CBS ,other applications/channels deployed by the bank from time to time. The integration cost, wherever applicable will be borne by the bidder.	
2.	The bidder has to provide the solution which is capable of integrating with Bank's Core Banking Solution / middleware running in the Bank. Any new integrations/ up-gradations during the contract period, if required has to be done by the vendor without any additional cost to the Bank. The changes recommended by regulatory authorities from time to time should be incorporated by the bidder without any additional cost to the bank	
3.	The solution should have facility to interface with Bank's systems and should have the below facilities • Picking SMS from bank system – Bank will give access to the SMS data generated at Bank's end and the application has to pick the SMSs and update the DLR back to the system. • Pushing of SMS to middleware – There should be provisions in the middleware system by which bank application can push the messages to middleware DB through direct DB connection and API. • The solution should be able to support distribution of SMS traffic to different vendors based on the ratio decided by the bank, if required. Bank solely reserves the right to decide the distribution ratio.	
4.	The hardware specification/ sizing will be provided by the bidder for achieving throughput of at least 2500 TPS. The necessary hardware & OS will be provided by the Bank. The selected bidder shall supply, commission and install software system at DC & DR site which are approved by the Bank and shall integrate the Middleware with SMS Gateways (both L1 & other bidders) and with all the existing and future Applications (including future upgrades) of the Bank at their own cost. This also to include fail over application in active/passive mode in Data Centre & Disaster Recovery Centre of the Bank. The proposed solution shall provide all the necessary software and Enterprise wide licenses without any cost to the Bank. It should be capable enough to handle the Bank's entire SMS traffic and scalable to meet bank's future requirements	
5.	Proposed middleware solution should work on latest Oracle database.	
6.	The solution should be capable to blacklist/purge list of invalid / DND Mobile Numbers, if required.	

7.	The solution offered should integrate with applications at primary (DC) and DR site of the Bank, including test setup	
8.	The delivery report should be updated in bank's middleware in real time and timestamp of bidder's server should be in sync with Bank's middleware server.	
9.	Bank may push only SMS text to the bidder (not the template ID). Bidder's solution should be capable of matching the text with the templates, that are uploaded on DLT by bank, and accordingly derive template ID and forward the same to the operator.	
10.	In case of multiple similar templates registered on DLT portal, solution should make the best match and forward the same to operator. In case SMS fails due to wrong match, penalty will be imposed as per SLA.	
11.	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.	
12.	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the Bank with multiple accounts for receiving SMS from the Bank. This should be primary channel of communication.	
13.	The bidder should be able to integrate the HTTPS API service of the Bank for submitting delivery reports (of each submitted SMS) to the SMS Gateway of the Bank.	
14.	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm as per security guidelines defined by the Bank, and recommended by regulatory authority/auditor, and upcoming protocols in future	
15.	The bidders system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in the URL.	
16.	The Bidder should be able to allocate a minimum throughput 2500 SMS/sec to the Bank.	
17.	Sender ID allotted should be unique for our Bank and the same should not be used by other entity/Banks	
18.	Solution should be capable to encrypt the messages end-to-end. The Solution should also be able to provide the decrypted content on request from the competent authorities.	

19.	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.	
20.	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.	
21.	<p>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:</p> <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. 	
22.	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.	
23.	Should be able to accommodate integration changes like integration with Social Networking sites like Twitter, Facebook, Instagram, WhatsApp etc. and any other Banks social media platform, WhatsApp (Android, iOD & Windows) functionality and should have authorized tieup/license with OEM.	
24.	Bidder(s) should be sending messages in multi lingual/region wise all the regional language. Bidder(s) shall provide solution with an Option to select choice of Vernacular Languages to existing as well New customers for receiving messages vide all mediums (SMS, Voice message, Emails, App/Web Notification, WhatsApp, etc). Customer will receive messages in selected Choice of Vernacular language,	

	including the option to change the choice of language. The languages to be supported may increase in future.	
25.	The bidders solution should be compatible with all supported versions of Operating Systems and data bases.	
26.	The solution should be able to adapt to the current/future changes in technology used by the bank. For example the encryption/decryption techniques.	
27.	The solution should be able to adapt to the current/future changes in technology used by the bank. For example the encryption/decryption techniques.	
28.	The solution should be deployed at the Data Centre (DC) and Disaster Recovery (DR) sites of the Bank including test setup with failover setup in active/passive mode. The bidder should be able to support without additional cost in case of any change in location of DC / DR for any business purposes.	
29.	All the SMS data is to be stored in India only in encrypted format with access to identified users only i.e, Bidder should have proper access control mechanism for access of SMS or related data. Same should be clearly mentioned in the System Audit Report to be submitted annually by the Bidder/Vendor.	
30.	If any of the bidder is providing cloud based solution, it must be ensured, and the bidder must confirm that the data resides in India, in terms of RBI/Government policies/guidelines from time time.	

3) DLT Regulations

S.NO	Specifications	Complied (OR) Not Complied
1.	Bank may not do the DLT template mapping, but will be providing the list of registered templates on regular basis. Bank may push only SMS text to the bidder (not the template ID). Bidders solution should be capable of matching the text with the templates, that are uploaded on DLT, and accordingly derive template ID and forward the same to the operator.	
2.	In case of multiple similar templates registered on DLT portal, solution should make the best match and forward the same to operator. In case SMS fails due to wrong match, penalty will	

	be imposed as per SLA	
3.	The bidder should have a valid registration with TRAI as a telemarketer and provided solution should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND. It will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of Bank	
4.	Bidder should have deployed DLT platform in atleast 1 telecom operators in the country	

4) Dashboard/Portals

S.NO	Specifications	Complied (OR) Not Complied
1.	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, number of push, pull, promotional messages sent and delivered with proper classification of reasons for delivery failure and should be able to generate other reports as desired by the Bank.	
2.	The DashBoard/Website/Portal provided by bidder should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Template-ID wise, aggregated reports per category.	
3.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank.	
4.	Bidders should provide the "Complaint Lodge Management Portal" from where Bank can raise the issue and can get the automated ticket id. The resolution of the ticket id should be within 30 minutes.	
5.	Bidder should provide suitable means such as website / portal for generation of MIS reports and also for showing the current status of	

	messages on real time.	
6.	The Dashboard should have user management facilities and different level accesses.	
7.	The Dashboard should have the capability to mask certain information when accessed by certain class of users.	
8.	The Dashboard should provide entire logs from the day of inception at any point of time.	

5) VMN

S.NO	Specifications	Complied (OR) Not Complied
1.	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.	
2.	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.	
3.	The bidder shall provide VMN number for the services or with an option of utilizing the existing VMN number available/provided by the Bank. The VMN number provided by bidder should be taken in the name of Bank	
4.	The Virtual Mobile Number provided to the Bank and activated will become the property of the Bank. In case of expiry of the contract or termination of the contract due to any reason, the bidder has to surrender these Virtual Mobile Numbers to the Bank	
5.	The bidder is responsible to take up with the operators where ever it is required by the Bank to ensure that the service is working as	

	expected irrespective of the operators / country etc.	
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6) On-site Support

S.NO	Specifications	Complied (OR) Not Complied
1.	<p>Bidder must provide on-site support on 24x7 basis at banks site on daily basis. Bidder staff must be experienced, possess adequate technical knowledge and must be well trained to ensure smooth operations and effectively handle queries raised by Bank / customer / employees etc.</p> <p>Escalation must be in place for unresolved issues.</p>	

7) Reports, Alerts & Backup Logs

S.NO	Specifications	Complied (OR) Not Complied
1.	The bidder Should provide a list of mobile numbers where message delivery failed on daily basis.	
2.	The bidder should be capable of providing real time automatic delivery report/acknowledgement for last mile delivery status (on the mobile handset of the customer/end user) of each SMS Alert along with time of dispatch from bidder system and delivery onto customer mobile handset.	
3.	The bidder should have proper real time monitoring tool facility which allow identification and intimation of abnormal decline in number of SMS Alerts being received from Bank and being successfully delivered to the customers.	
4.	The bidder should have the facility to detect and intimate Bank regarding Mobile numbers which have abnormal number of alerts being dispatched and large failure rates	
5.	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.	
6.	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.	
7.	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 handset of the end user and final status of SMS alert along with status description.	
8.	The bidder should be able to provide the daily statistics with an auto generated mail to the mail-ids advised by the Bank. The daily statistics, of previous day, should contain the following fields: a. Date b. Total SMSes received c. Category of SMSes d. Total success e. Total failed/expired f. Total of delivery report not received g. Total invalid h. Total DND i. Total retry counts j. DLT failures k. Countrywise delivery status.	
9.	<p>Bidder to maintain the data with regard to SMSs sent for 3 months after the end of the contract period. The data maintained should have the following minimum fields:</p> <p>Mobile Number/MSISDN Complete Message text Message Category Bearer (GSM/3G/4G/5G) 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</p>	

	subscriber Final Status of the SMS Status description / error code and description Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank.	
10.	The bidder should provide the archives of all the messages sent to their gateway on the Bank's SFTP location on the monthly basis	
11.	The bidder has to provide the list of error code due to which delivery of SMS alerts get failed.	
12.	The selected bidder should store the backup data of the entire contract period. The selected bidder should hand over backup of data of entire contract period to the Bank and Bank on receiving the same will issue a letter to bidder to submit a confirmation letter to the Bank confirming deletion of the entire back up of data of their system. In this regard the bidder must submit a certificate of authentication for deletion of record stored as backup with them during the entire contract period.	

8) Security, Audit & Compliance

S.NO	Specifications	Complied (OR) Not Complied
1.	The SMS Services and related systems should conform to the requirements of latest IT Act and other laws statutes of the government.	
2.	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, DFS, NPCI etc. at no extra cost to the Bank.	
3.	The bidder should provide periodic security updates/patches for the hardware and software as a part of the solution without any additional cost to the Bank.	
4.	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.	

5.	DND compliance will be the responsibility of the Bidder/Service provider. Bank will not enter into any contract with any telecom carrier or service provider. The bidder shall be the single point of contact for the Bank.	
6.	Yearly independent 3 rd party security audit should be carried out and copy of observations and compliance reports to be submitted to the Bank by the selected Bidders. 3 rd party audit should be carried out by CERT-IN empaneled auditor.	
7.	Bank reserves the right to carry out audit by its Officers or Bank appointed 3 rd party auditor and selected bidders should support during the Audit	
8.	The Bank shall have the discretion to audit the successful bidders infrastructure setup and flow for verifying the authenticity of data with respect to the real-time automatic delivery reports and other related reports.	
9.	The bidder has to support for all internal and external audits, penetration testing conducted by the Bank or the competent authority. The bidder has to support to close any observations made during the audit/security tests within the timelines.	
10.	The bidder should provide clean Source Code audit certificates from Cert-in certified auditor for the solution provided at their own cost.	
11.	The Bidders should provide Information Service Security Audit Report (Half yearly/Annual) where it has been mentioned that Bidder's solution/ system is free from all above threats including any other vulnerability during the contract period without any extra cost to Bank	
12.	If any deficiency has been observed during audit of the Bidders solution on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Bidders shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the	

	deficiencies. The resolution provided by the Bidders shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.	
13.	<p>SMS Security: The SMS messaging has some extra security vulnerabilities due to its store and forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The Service Providers are required to take care of the security issues :</p> <ul style="list-style-type: none"> - Confidentiality of the SMS sent or received Only the valid communicating parties can view the SMS. - Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration. - Non-repudiation - no party can deny the receiving or transmitting the data communicating between them. 	
14.	<p>The Bidders are required to provide protection against the following threats:</p> <p>Man in Middle attack Reply attack Message disclosure Spamming Denial of service attack SMS phone crashes SMS viruses SMS Phishing Any other cyber threat applicable to the SMS</p>	

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 _____.

Dated this _____ day of _____ 2022

For and on behalf of

(With seal) _____

Signature _____

Name _____ Designation _____

Mobile No. _____

Email Address _____

DULY AUTHORIZED SIGNATORY



SECTION-VI
BID FORM AND OTHER FORMATS

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1. BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To

Indian Bank
Head Office,
Digital Banking Division
66, Rajaji Salai,
Chennai 600 001, India.

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

Ref: **CO:DBD:1715/R1:2022-23 dated 03.09.2022**

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 3% 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 2022.....

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email:



2. UNDERTAKING FOR NON-BLACKLISTED

The Assistant General Manager
Digital Banking Division
Indian Bank, Head Office
66, Rajaji Salai
Chennai- 600 001, India.

Dear Sir,

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

Ref: **CO:DBD:1715/R1:2022-23 dated 03.09.2022**

We M/s. _____, a company incorporated under the Companies Act, 1956 with its headquarters at, _____ do hereby certify that, we have not been blacklisted/debarred by any Government / Government agency / Banks / Financial Institutions / Telecom Regulator in India during last 3 years from the date of bid submission.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document.

Signature of Authorized Official

Name and Designation with Office Seal

Contact:

Email:

Place:

Date:



3. LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

The Assistant General Manager
Digital Banking Division
Indian Bank, Head Office
66, Rajaji Salai
Chennai- 600 001, India.

Dear Sir,

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

Ref: **CO:DBD:1715/R1:2022-23 dated 03.09.2022**

This is to certify that M/s. _____, a company incorporated under the Companies Act, 1956 with its headquarters at _____, is not involved in any litigation which threatens solvency of the company.

Date :

Place :

Signature of CA/Statutory Auditor

Name of CA/SA

Designation

Email-ID

Mobile No.

Telephone No.

Seal of the Company

Email:

Place:

Date:



4.BID SECURITY FORM

To
The Assistant General Manager
Indian Bank, Digital Banking Division,
Head Office, 66, Rajaji Salai
Chennai- 600 001, India.

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid for SMS Gateway Services and Middleware solution (*name and/or description of the goods & services*) against Bank's RFP Ref. No. CO:DBD:1715/R1:2022-23 dated 03.09.2022 (*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 Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified in the RFP; or
 - (b) does not accept the correction of errors in accordance with the RFP terms; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form/NDA; OR
 - (b) fails or refuses to furnish the performance security, in accordance with the RFP terms.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank 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 (i.e. 225 days from last date of bid submission) and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE:

1. Bidder should ensure that the 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.



5.CONTRACT FORM

THIS AGREEMENT made theday of.....2022 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:1715/R1:2022-23 dated 03.09.2022** for certain services viz., SMS Gateway Services and Middleware solution (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.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award
 - (f) the RFP including Addendum/s and corrigendum/s.
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 2 years (b)	Total SMS Cost in INR. @ C = a * b
A] SMS cost & Middleware Solution			
National SMS cost		2010 Crores	
International SMS cost		55 Lac	
Cost of Middleware Solution			
WhatsApp SMS cost		10 Lac	
A] Total			
B] Cost of on-site support (for 2 years)			
Total Cost of Ownership Total [A+B] (to be quoted in the online reverse auction)			

Note: Amount should contain 2 decimal places only.

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:.....

6.PERFORMANCE SECURITY FORM

Bank Guarantee No. Date :

To :

The Assistant General Manager
Digital Banking Division
Indian Bank, Head Office
66, Rajaji Salai
Chennai- 600 001, India.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Bank's Open Tender RFP No. CO:DBD:1715/R1:2022 dated 03.09.2022 to supply and maintain SMS Gateway Services and Middleware Solution (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.....2022.....

Signature of Authorised Official with Seal

.....

Date.....2022..

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 27 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)

CO: Digital Banking Division

Ref: CO:DBD: 1715/R1:2022-23

03.09.2022

7.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 Contract	per Actual	

Signature of Authorised Official with Seal



8. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2022 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 "Supplier" 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 intends to engage vendor for SMS Gateway Services and Middleware solution.

M/s..... Limited has been engaged in the business of supplying SMS Gateway Services and middleware solution.

The parties have entered into agreement dated _____ for supplying SMS Gateway Services and middleware solution "(herein after referred to as "purpose")" and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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 Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

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. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

11. Indemnity clause

"The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."

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

9.PART-II –Commercial Bid
(to be submitted after online reverse auction)

The Assistant General Manager
Indian Bank, HO: (Digital Banking Division)
66, Rajaji Salai
Chennai 600 001.

Dear Sir,

Sub: **SMS services for Indian Bank**

Ref: **CO:DBD:1715/R1:2022-23 dated 03.09.2022**

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 2 years (b)	Total SMS Cost in INR. @ C = a * b
A] Cost of SMS & Middleware Solution			
National SMS cost		2010 Crores	
International SMS cost		55 Lac	
Cost of Middleware solution			
WhatsApp SMS cost		10 Lac	
A] Total :			
B] Cost of on-site support (for 2 years)			
Total Cost of Ownership Total [A+B] (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. Note: Amount should contain 2 decimal places only.

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:

10. INTEGRITY PACT

INTEGRITY PACT (To be submitted on Non - Judicial Stamp Paper)

INTEGRITY PACT Between Indian Bank hereinafter referred to as "The Bank" and M/s Hereinafter referred to as "The Bidder/Contractor"

(RFP Ref No CO:DBD:1715/R1:2022-23 dated 03.09.2022)

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for SMS Gateway Services and Middleware solution. 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:

- 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.
- 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.
- 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 if 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 process or the execution of the contract or 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 process or 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - 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 Section 2, 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 Section 3, the Bank is entitled to demand and recover the damages.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, 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 Bidder 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) /Sub contractor(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) accept 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 arise 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.

Section 9 – 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.

Section 10 – 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.

Section 11 – Other provisions

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. 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.
3. 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.
4. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
5. 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 aton

(For & On behalf of the Bank)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) -----

Witness 2:

(Name & Address) -----

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) -----

Witness 2:

(Name & Address) -----

11.DECLARATION FOR MSE BENEFITS

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,

Assistant General Manager
Digital Banking Division
Indian Bank, Head Office
66, Rajaji Salai,
Chennai- 600 001, India.

Sub: Request for SMS Gateway Services and Middleware Solution.

Ref: Your RFP No. CO:DBD:1715/R1:2022-23 dated 03.09.2022

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO:DBD:1715/R1:2022-23 dated 03.09.2022 floated for SMS Gateway Services and Middleware Solution. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption from submission of Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/Purchase Order/Contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

**12.DECLARATION ON PROCUREMENT FROM A BIDDER OF A
COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/
CERTIFICATE ON ITS LETTER HEAD)**

To,

Date

Assistant General Manager
Digital banking Division
Indian Bank, Head Office
66, Rajaji Salai
Chennai- 600 001, India.

Dear Sir,

Sub: Request for Proposal for SMS Gateway Services and Middleware Solution.

Ref: Your RFP No. CO:DBD:1715/R1:2022-23 dated 03.09.2022

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << name of the bidder>> & << name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

13. FORMAT FOR PRE-BID QUERIES

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested

Note : To be submitted in DOC or EXCEL format only.

14. 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 1956.	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.100 crores for the last three audited balance sheets of the bidder (2019-20, 2020-21 & 2021-22).	CA Certificate & the Audited Balance Sheet and Profit & Loss Statement for financial years 2019-20, 2020-21 & 2021-22 are to be submitted as documentary evidence.
4	Net Worth of the Bidder should be positive for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average Net Worth should be more than Rs.25 Crores. Net Worth should have not been eroded by more than 30% in the last three	
5	Power of Attorney and Copy of Board resolution to prove authorized signatory of bidder	Board resolution in favour of Authorized person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value)
6	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.
7	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 6 of Section VI.

8	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.
9	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.
10	The Bidder should have support setup with 2 hours of response time.	Declaration to be submitted by Bidder on their company letter head
11	Bidder should have a capability to handle at least 2 crore 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.
12	The Bidder should be able to allocate a minimum throughput 2500 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 2500 SMS/sec to the Bank for delivery of SMS.
13	Bidder should not have been black listed at any time by the Government / Government agency / Banks / Financial Institutions in India / Telecom Regulator in the last 3 years.	Self Declaration as per format 2 of Section VI should be attached for non-black listing.
14	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
15	The bidder should not be involved in any litigation, which threatens solvency of the company	Undertaking to this effect to be submitted.

16	Delivery of SMS alerts should be ensured to all National /International locations without any exception.	Undertaking to this effect to be submitted.
17	The bidder should be able to support all regional languages.	Undertaking to this effect to be submitted.
18	The Bidder should have successfully implemented robust middleware solution for integrating with Client applications. The middleware should have successfully processed atleast 2 Crore SMS from a single Client per day	A copy of the proof should be submitted in this regard.
19	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be attached as per format 1 of Section VI.
20	Integrity Pact	As per format 10 of Section VI.
21	Technical Compliance	Compliance to be given as per Annexure – I.