

**RFP 032016**

**Request for Proposal (RFP)**

**FOR**

**Providing SMS Gateway Services**



**Bank of Maharashtra  
Central Office, 'LOKMANGAL'  
1501, ShivajiNagar  
Pune – 411 005**

**Cost of the Tender Document: Rs. 10,000/-**



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**Terms used**

Bank	Bank of Maharashtra
Bidder/ Service Provider/ System Integrator	An eligible entity submitting a Proposal/Bid in response to this RFP
Supplier/ Contractor/ Vendor	Selected Bidder/System Integrator under this RFP
Bank/ Purchaser/ Bank of Maharashtra	Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation – <i>Bank Of Maharashtra</i>
Proposal/ Bid	The Bidder's written reply or submission in response to this RFP
RFP	The request for proposal (this document) in its entirety, inclusive of any addendum that may be issued by the Bank
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.



### **Invitation for Tender offers**

The bidders desirous of taking up the project for providing above service to Bank of Maharashtra are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the SMS services adhering to Bank's requirement outlined in this RFP.

The response to the present tender is to be submitted by way of two stage bidding process. The (1) Technical bid (2) Commercial bid with the relevant information/ documents/ acceptance of all terms and conditions strictly as described in this RFP will have to be submitted.

A complete set of tender documents may be purchased by eligible bidder/s on payment of a non-refundable fee of Rs.10,000/- (Rs.Ten Thousand only) by demand draft / bankers cheque in favour of Bank of Maharashtra and payable at Pune.



**Important Dates & Information regarding Bid Collection and Submission:**

Tender Reference number	032016
Price of Tender Copy	10,000/-
Date of commencement of sale of tender document	22/06/2016
Last Date of sale of tender document	14/07/2016 up to 14.00 hours
Queries to be mailed by e-mail address: <a href="mailto:satish.phatak@mahabank.co.in">satish.phatak@mahabank.co.in</a> <a href="mailto:dwarkanath.pawar@mahabank.co.in">dwarkanath.pawar@mahabank.co.in</a> <a href="mailto:tejas.kedari@mahabank.co.in">tejas.kedari@mahabank.co.in</a>	30/06/2016 up to 17.00 hours
Pre-Bid meeting with Bidders	04/07/2016 at 15.30 hours
Last Date and Time for receipts of tender offers	14/07/2016 up to 14.00 hours
Time and Date of Opening of technical bids	14/07/2016 at 16.30 hours
Place of Opening tender offers	Bank of Maharashtra Information Technology Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address for Communication	As above
EMD	Rs.10,00,000/-
Contact Telephone Numbers	Phone : 020 – 25614308 020 -- 25614381

All tender offers must accompany Earnest Money Deposit (EMD) as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should not be mixed with Technical Bid. It should be in separate cover.

Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Functional and Technical Specifications, Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and Annexures.

General Manager  
Information Technology



## **Introduction**

Bank of Maharashtra is a public sector bank with a standing of 83 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has 1800 plus branches all over India. In the state of Maharashtra itself it has 1000 plus branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, corporate, agriculturists and importers & exporters.

The bank has fine tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like Demat, lockers and merchant banking etc.

### **1. Purpose of RFP**

Bank of Maharashtra proposes to engage a service provider for transmitting SMSes generated by 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".

The RFP consists of four parts:

1. Instructions to Bidders
2. Functional & Technical specifications
3. Terms and Conditions
4. Bid formats, Price schedules and other Annexures

### **2. Scope of the Project**

To sustain the future growth of coverage area of BANK's operation across the globe and to provide the SMS services to its customers, 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 Bank as per the technical/ functional specification given in the RFP which includes inter alia the following:

1. The SMS Services should cover the facility like Push Service and Pull SMS using short code/long code with/without Virtual Mobile Number.





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2. The bidder shall be responsible for providing 24\*7\*365 days after-sales support/ service for the complaints relating to the SMS Services.
3. Compliance to send Promotional SMS as desired by Bank to customers / non-customers of the Bank after scrubbing of DND numbers at the same rate at Transactional SMS.

The solution should provide the following features:

1. The bidder should integrate their SMS gateway with our all the applications i.e. Existing and upcoming in future.
2. Need to provide the SMPP and/or HTTPS-API with/ without XML support to the Bank with multiple accounts for sending messages. This should be the primary channel for communication.
3. The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm.
4. Aggregators should have tie up/ arrangements with multiple service providers for outbound messages. The bidder should deliver messages to the subscribers of all major service providers like BSNL, Reliance, Tata Indicom, Vodafone, Airtel, Idea etc., directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers.
5. The bidder should have the facility of online filtering of the DND numbers.
6. The message should be delivered to correct mobile Number.
7. The bidder should offer a configurable retry mechanism for messages that cannot be delivered immediately.
8. The SMS services should be scalable to meet the requirements of the Bank for the next 3 years from the date of placing the Purchase Order.
9. The bidder will be required to create the necessary setup at their end to carry out the tests. BANK server(s), if required, will connect to the bidder's server(s) and carry out the functionality tests on live environment.



10. The bidder should be able to comply with "The Telecom Commercial Communications Customer Preference Regulations 2010" issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI.
11. The bidder has to route all messages sent by the Bank as "Transaction Messages" without necessitating the scrubbing against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.
12. The bidder should provide http/https/XML routing services to connect to our applications for sending or receiving messages from our application.
13. The bidder's services should support GSM and CDMA mobiles and support even low end mobile handsets.
14. The bidder should be able to send long messages (SMS messages of length more than 160 characters).
15. Bidder should provide acknowledgement for delivery of each SMS message for both National & International Messages separately.
16. The bidder should have a ticketing mechanism for logging and tracking all the complaints raised by the Bank.
17. The bidder should provide a Tracking Mechanism to track the Push/Pull messages flowing through the SMS Gateway.
18. All SMS messages are to be delivered to the SMSC within 10 seconds of receipt of the message at bidder's server and expected to be delivered to the mobile subscriber within 30 seconds.
19. The bidder should provide the archives of all the messages sent to their gateway with the delivery status in a E-Mail/CD/ DVD on monthly basis.



20. The bidder should provide suitable means such as website/ portal/tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields:

- a. Mobile number/ MSISDN
- b. Message text
- c. Message Category
- d. Bearer (GSM/CDMA)
- e. Operator
- f. Circle
- g. National/International
- h. Sender Name/ID
- i. Date/time of SMS received at the gateway.
- j. Date/time of SMS send to the operator.
- k. Date/time of SMS delivered to the end subscriber.
- l. Status of the SMS
- m. Status description

21. 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

22. Bidder should clearly mention Hardware and software required, if any, on the Bank side. Bidder should arrange for all the hardware and software required at Bidders end.



## **PART I Instructions to bidders**

### **1. Two Bid System Tender**

#### **Technical BID**

The Technical Bid should be submitted in a **sealed envelope** by giving full particulars at the Bank's address given under point 6 of Part I given hereunder, on or before the date given in the schedule of important dates.

**The envelope must be super-scribed with the following information:**

- Type of Offer - Technical
- Tender Reference Number
- Due Date
- Name of Bidder
- Name of the Authorized Person with contact details

**All Formats and Annexures should be stamped and signed on all the pages by an authorized official of the bidder's company.**

**The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.**

The Technical bid should be complete in all respects and contain all information asked for, **except prices**. The TECHNICAL BID should include all items asked for in **ANNEXURE-2 "Details of The Bidder"**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. Format of technical bid is given in **RFP point 1 of PART IV**.

A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid. Bank reserves the right to reject any bid submitted without masked commercial.

#### **Commercial BID**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the



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specifications mentioned in the RFP either with the technical or commercial bids submitted.

These envelopes containing the Technical bids, EMD BG/Demand draft and Commercial bid should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

The envelope will have to be handed over within stipulated time to any of the following officials who will provide an acknowledgement for receipt of the envelopes.

1. Shri satish Phatak , Senior Manager - IT
2. Shri Dwarkanath Pawar , Senior Manager-IT
3. Shri Tejas Kedari , Deputy Manager-IT
4. Shri.Abhishek Sharma , Deputy manager-IT

## 2. Eligibility Criteria

The bidders, who fulfill all the qualifications mentioned in “eligibility criteria” of the tender, will only be eligible for further process i.e. technical evaluation.

### 2.1 Eligibility of the Bidder

1. The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having minimum net sales turnover of Rs.1.00 crores per year in the last three financial years i.e 2013-2014, 2014-2015 and 2015-2016. This must be the individual Company’s turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
2. The Bidder Company should have made profits( before tax) in the last three financial years i.e 2013-2014, 2014-2015 and 2015-2016. A copy of last three financial years’ relevant audited balance sheets should be submitted with the offer. If the audit of 2015-16 is not yet completed then the provisional balance sheet for the year 2015-2016 should be submitted duly signed by Chartered Accountant & CEO/CFO of the bidder company.
3. The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.
4. Bidder should have tie up/arrangements with multiple telecom providers for domestic numbers, minimum one service provider for all countries.
5. The Bidder should have a DR set up and/or BCP in place.



6. The bidding company should have experience in providing SMS gateway services for the last three years.
7. The bidder should have provided SMS gateway services to a minimum of five organizations of which at least three entities should be Banks/Financial Institutions.
8. The bidder should be currently pushing more than 1 Crore SMS per month for at least one of their customers.
9. The bidder should handle User Data Header (UDH) based communication i.e. the bidder should be able to support Port based SMS Services.
10. The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP.

### 3. Non-transferable Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

### 4. Soft Copy of Tender document

The soft copy of the tender document will be made available on the bank's website. However Bank of Maharashtra shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.10,000/- (Rs. Ten Thousand Only) by way of demand draft or bankers' cheque drawn in favour of Bank of Maharashtra and payable at Pune. **The bidders participating in the pre-bid meeting shall purchase the Tender Document before attending the pre-bid meeting.**

### 5. Offer validity Period

The offer shall hold good for a period of 180 days from the date of opening of the Commercial bid.



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## 6. Address of Communication

Offers shall be addressed to the office and address given below:

Bank's address
Deputy General Manager Information Technology Bank of Maharashtra Central Office, "Lokmangal", 1501, Shivajinagar Pune – 411005

## 7. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid meeting on the date and time as indicated in the schedule of important dates given in this RFP. The queries of the bidders should reach by e-mail in excel format on or before the stipulated date and address mentioned in this RFP. It may be noted that no queries of any bidder shall be received or entertained after the Pre-Bid meeting. The clarifications given in the Pre-Bid meeting will be made available on the Bank's Website.

The queries on points / clauses in the RFP document are to be mailed / submitted in specific format only as per following format.

### Queries Related to RFP

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BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per following format.

### General queries Related to RFP

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BIDDERS					



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NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

Queries submitted in any other format will not be entertained by the Bank.

**Only the authorized representatives, not exceeding two members, of the bidders who have purchased the RFP will be allowed to attend the Pre-Bid meeting.**

## 8. Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.

## 9. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

### a) Eligibility Criteria :

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per "eligibility criteria" mentioned in **point no. 2 of PART I of the RFP** based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

### b) Technical evaluation:

Bank of Maharashtra will scrutinize the offers and will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders who qualify in technical evaluation will only be short listed for commercial evaluation. **The format for technical evaluation is enclosed in ANNEXURE 3. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.**

### c) Commercial evaluation :

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure -7**. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into





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the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Selection of the L1 bidder will be based on the rates quoted for sending 1 (ONE) national SMS. The selected L1 bidder has to match the lowest rate received in the tendering process for the international SMS service and provide the service at that rate.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.

### **10. Masked Commercials:**

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. The bid may be disqualified if it is not submitted

### **11. Format for Commercial Bid**

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Version of Price Schedule (as per Annexure 7). This must contain all price information
4. A statement that the bidder agrees with Payment terms given in the tender.

### **12. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

### **13. No Commitment to Accept Lowest or Any Tender**

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.



#### 14. Documentation

The following information should be furnished along with the Technical bid by means of printed technical brochures.

- Specifications of all items asked along with technical specifications table.
- Version number in case of software packages. It is necessary to indicate if the software requires any particular version of the operating system for compatibility.

#### 15. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. The offer may not be evaluated by Bank of Maharashtra in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in **ANNEXURE 3**. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

#### 16. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable.

Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers

#### 17. Costs & Currency

- a. The price shall be firm and binding without any escalation whatsoever inclusive of any other charges of whatever nature, current or future but excluding the Tax payable to the Government.
- b. The prices should be in Indian Rupees.
- c. 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.

- d. The Price quoted should include all the costs involved for user licenses, features, software subscription and maintenance of the Hardware, updation and upgradation of all software during the tenure.
- e. The rates quoted by the bidder in the Commercial bid should be Net Charges for sending per SMS excluding the interconnection / termination charges payable to the SMSC. Interconnection charges, Termination charges and Service Tax will be payable extra at the prevailing rates as per Government Rules if applicable. Applicable TDS will be deducted from the payment.
- f. 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.

### 18. Fixed Price

The offer price shall be on a fixed price basis, inclusive of all taxes and levies as mentioned above. No price variation relating to increases in customs duty, excise tax, Service tax, currency exchange rate fluctuation etc. will be permitted.

### 19. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of submitting the offer during auction in their own interest, as the final selection of L1 vendor would be on the basis of TCO.

### 20. Short-listing of Bidders

Bank of Maharashtra will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened**

### 21. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for Rs.10.00 lakhs (Rupees Ten Lakhs only) as Earnest Money Deposit (EMD) along with their offer. Offers made without EMD will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks, prior permission of



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Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is given vide Annexure 10.

## 22. Adoption of Integrity Pact:

1. 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.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure-11** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Nilmoni Bhakta</b> <b>Address - A-801, PBCL CHS</b> <b>Ltd.Plot No. 3, Sector 46 A</b> <b>Nerul, Navi Mumbai, 400706</b>	<b>Shri. Madan Lal Sharma</b> <b>Address - K-23, Jangpura</b> <b>Extention</b> <b>New Delhi</b>
<b>Email</b> - <b>nilmoni.bhakta@gmail.com</b>	<b>Email</b> - <b>ml.sharma1965@yahoo.com</b>



## **PART II TECHNICAL SPECIFICATIONS REQUIREMENTS**

Detailed technical and functional specifications of the SMS GATEWAY Services are provided in **ANNEXURE 3**



## **PART III      TERMS & CONDITIONS**

### **1. Single Point of Contact**

The bidder shall be single point of contact to provide and implement the SMS Gateway Solution in the Bank. It shall be the responsibility of the successful bidder to provide all services including technology services. The names of the parties and technology partners shall be informed to the Bank as a part of technical bid and shall obtain approval of Bank as and when there is a change.

### **2. Contract Period of 3 years:**

Subject to the compliance to the stipulations/ conditions mentioned in the RFP and purchase order, the purchase contract shall be valid up to three years from the date of signing the purchase order.

### **3. Support Personnel**

In addition to the regular support centers, the bidder should provide one contact person either own employee or through franchisee

### **4. Technical Inspection and Performance Evaluation**

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

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

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

- I. RBI or persons authorized by it shall access the records of Bank and successful bidder related to the agreement and cause inspection.
- II. Successful bidder shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- III. Successful bidder shall obtain prior approval of the bank for use of



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

## 5. Payment Terms

Bank of Maharashtra will make payment as follows:

1. Bank will not pay any advance.
2. Payment will be made on monthly basis for the SMSes submitted to SMSC.

## 6. 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 one month. The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered by the bidder during the pilot period. Time allowed for implementation shall be firm and binding. Time shall be the essence of the contract.

If the bidder fails to operationalize the project within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee.

## 7. Order Cancellation

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, for any valid reason, including but not limited to the following reasons:

1. Laxity in following security standards laid down by the Bank
2. Excessive delay in execution of orders placed by the Bank
3. Discrepancies / deviations in the agreed processes and/or products



4. Violation of terms & conditions stipulated in this RFP
5. In case the bidder does not comply with any of his obligations/ conditions undertakings under this purchase contract.
6. If the design, specifications or supplies provided by the bidder do not conforms to the SMS Services requirements/ technical specifications.
7. If the bidder defaults in implementing any of the instructions received from the Bank within the stipulation of this purchase contract
8. In case of any breach of this purchase contract by the bidder.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and / or foreclose the Bank Guarantee given by the supplier against the advance payment.

#### **8. Acceptance Tests**

At the discretion of the Bank, acceptance test will be conducted in the presence of the officials of Bank of Maharashtra and / or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. It will be the bidder / vendor's responsibility to facilitate the acceptance test. There shall not be any additional charges payable by Bank of Maharashtra for carrying out this acceptance test.

#### **9. Performance Bank Guarantee**

The selected bidder/s would be required to submit a Performance Bank Guarantee for INR 50.00 lakhs within 15 days of purchase order issue date. The Bank Guarantee should be valid for period of three years and such other extended period as the Bank may decide for due performance of the project obligations.

The Bank Guarantee should be issued by scheduled commercial bank, other than Bank of Maharashtra. A format for BG is attached as per **Annexure 10**.

The Performance Bank Guarantee is required to protect the interest of purchaser against the risk of non performance of the successful bidder in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the supplier results in imposition of Liquidated Damages then





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the purchaser reserves the right to invoke the submitted Performance Bank Guarantee.

### **10. Liquidated Damages**

If the successful bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to Rs. 10000/- per day; until actual delivery or performance and the maximum deduction is 10% of the overall contract price. Once the maximum is reached, the Bank may consider termination of the contract.

The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. Once the maximum deduction is reached, the Bank may consider termination of the Contract

### **11. Hardware (system) Failure**

Any equipment having a hardware failure on four or more occasions in a quarter shall be replaced by equivalent new equipment by the bidder and that should be informed to the Bank.

### **12. Indemnity**

The successful bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software / network equipment etc. supplied by him. The successful bidder shall also indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any fraudulent or negligent acts or omissions of or misrepresentation by the Business Correspondents.

The successful bidder shall abide by and follow all provisions of labour laws and other legal rules and formalities of respective locations / state in appointment and conducting of the Business Correspondents.

### **13. Publicity**

Any publicity by the bidder in which the name of Bank of Maharashtra is used, shall be done only with the explicit written permission of the Bank.



#### **14. Guarantees**

Bidder should guarantee that the systems delivered to Bank of Maharashtra are in good working condition. In case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

#### **15. Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Bank of Maharashtra and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.

#### **16. Resolution of Disputes**

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.



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All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of Maharashtra and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.

### 17. Audit

The Bank has the discretion to conduct audit of entire functioning of the SMS Gateway Solution at a periodicity solely decided by the Bank. The audit will be conducted by either Bank officials or any firm / individual appointed by the Bank for the purpose. The bidder is expected to cooperate, coordinate the conduct and compliance of the audit and its observations. .

### 18. Penalty for downtime

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:

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

Sr No.	Availability	Charges on monthly basis
1	<99.5% upto 98%	5% of the monthly bill of the respective month
2	<98% upto 97%	10% of the monthly bill of the respective month
3	For each percentage point drop below 97%	(10% + one percentage point ) 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.

2. OTP and alerts are critical messages and hence 100% of these messages should be delivered to the customer within 10 seconds. If the percentage of messages delivered within 10 seconds during the month for which the invoice submitted is less than 100%, the penalty will be charged as below:



Sr No.	Availability	Charges on monthly basis
1	99.9 to 99.5	5% of invoice value
2	99.5 to 98.5	10% of invoice value
3	98.5 to 97.5	15% of invoice value
4	Less than 97.5	25% of invoice value

3. 98% of the non critical messages should be delivered to the customer within 100 seconds. If the percentage of messages delivered within 100 seconds during the month for which the invoice submitted is less than 98%, the penalty will be charged as below:

Sr No.	Availability	Charges on monthly basis
1	98 to 97	5% of invoice value
2	97 to 95	10% of invoice value
3	Less than 95	25% of invoice value

For the clause (i), (ii) and (iii) as detailed above, the successful bidder whenever submitting the invoice to the bank have to specify the % of SMS messages successfully delivered in both critical and non critical category as well as the uptime of availability of services. The total penalty applicable is the total of penalties applicable vide clause (i), (ii) and (iii) as detailed above. Any penalty as applicable should be adjusted with the monthly payments which are to be incorporated in the invoice without fail.

## 19. Non Disclosure Agreement

The Vendor shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Vendor protects its own confidential and proprietary information. The vendor shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project; Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Vendor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to



parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the vendor in any future tendering process of the Bank.

## 20 Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - a. Failure of the successful SI to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
  - b. Delay in providing the Solution with complete readiness;
  - c. Serious discrepancy in functionality of any service, which has an impact on the Bank's equipment in production environment;
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder shall continue to provide the facilities to the Bank at the site.
5. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder shall perform a reverse transition mechanism to the Bank or its selected bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of bidders Bank will nominate a Bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.
6. The reverse transition services to be provided by the bidder shall include the following:
  - a. The bidder shall continue the services as it is, till the complete solution by another bidder is accepted by the Bank
  - b. The bidder shall ensure that there is no expiry of licenses for any servers, storage and solution as a whole
7. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and



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maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

**8. Warranties:**

- a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
  - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
  - c. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
  - d. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
9. The cost for reverse transition if any shall be part of the commercial offer.
10. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exit of the parties.
11. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
12. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
13. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of transition to another solution.

**21 Termination**

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.



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2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.

## 22 Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
4. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
6. Continuing the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.

## 23 Service Level Agreement

The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP & Purchase Order.



## **PART IV BID FORMATS, PRICE SCHEDULES AND OTHER ANNEXURES**

### **1. Technical bid**

The Technical bid must be made in an organized, structured and neat manner. Brochures / leaflets etc. should not be submitted in loose form. This should be divided into **three parts** – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP , the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

**The technical Bid should be submitted in the following format only:**

### **2. Part 1: Eligibility Compliance**

- i. Index
- ii. Covering letter. This should be as per **ANNEXURE 1**.
- iii. Details of the bidder, as per **ANNEXURE 2**.
- iv. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
- v. Compliance of eligibility criteria along with support documents as per point no. 2 of PART I of the RFP.
- vi. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.) as per **ANNEXURE 10**.
- vii. Details of Past installation, as per **ANNEXURE 4**.
- viii. Details of support centers as per **ANNEXURE 5**

(The eligibility criteria will be verified based on the compliance table in **Annexure 9** duly filled by the bidder along with the supporting documents)

### **3. Part 2: Technical Compliance**

A copy of the technical proposal should be submitted with all the pages properly numbered and with proper table of contents at the beginning of the document for reference. The technical proposal should be filed / bound in such a way that the sections of the proposal could be removed and separated easily. The technical proposal should contain the following:

- i. Table of Contents
- ii. Technical bid with Specifications as given in **ANNEXURE 3**, complete with all the columns filled in.
- iii. Delivery and Implementation schedule.





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- iv. Masked Price Bid (without prices). It should be the exact replica of price bid masking the actual price quoted as per annexure 7.

**4. Part 3: Other Supporting Information**

- i. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
- ii. Any other supporting documents.



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**ANNEXURE 1 – TENDER OFFER COVER LETTER**

Date: \_\_\_\_\_ 2016

Tender Reference No.: \_\_\_\_\_

To:  
General Manager,  
Information Technology,  
Bank of Maharashtra  
Information Technology Department  
Central Office, Lokmangal,  
1501, Shivajinagar, Pune – 411 005

Dear Sir,

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide SMS Gateway services in conformity with the said tender documents and specifications.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence Providing SMS Gateway Services within \_\_\_\_\_ (Number) days as specified in the Contract the date of receipt of your Notification of Award / Letter of Intent.

If our tender offer is accepted and we are selected, we will obtain the guarantee of a bank for Rs. 50 Lacs for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature: \_\_\_\_\_

(In the Capacity of :) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of





## ANNEXURE 3- FORMAT FOR TECHNICAL EVALUATION

### 1) TECHNICAL SPECIFICATIONS

Sr.No	Specification	Complied / Not Complied
1	The bidder should integrate their SMS gateway with our mobile application in coordination with our mobile application service providers.	
2	Need to provide the SMPP and/or HTTPS-API with/ without XML support to the Bank with multiple accounts for sending messages. This should be the primary channel for communication.	
3	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm.	
4	Aggregators should have tie up/ arrangements with multiple service providers for outbound messages. The bidder should deliver messages to the subscribers of all major service providers like BSNL, Reliance, Tata Indicom, Vodafone, Airtel, Idea etc., directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers	
5	The bidder should have the facility of online filtering of the DND numbers.	
6	The message should be delivered to correct mobile Number.	
7	The bidder should offer a configurable retry mechanism for messages that cannot be delivered immediately.	
8	The SMS services should be scalable to meet the requirements of the Bank for the next 3 years from the date of placing the Purchase Order.	
9	The bidder will be required to create the necessary setup at their end to carry out the tests. BANK server(s), if required, will connect to the bidder's server(s) and carry out the functionality tests on live environment.	
10	The bidder should be able to comply with "The Telecom Commercial Communications Customer Preference Regulations 2010" issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI.	
11	The bidder has to route all messages sent by the Bank as "Transaction Messages" without necessitating the scrubbing	



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	against National Customer Preference Register (NCPR) introduced by TRAI unless specified otherwise.	
12	The bidder should provide http/https/XML routing services to connect to our applications for sending or receiving messages from our application.	
13	The bidder's services should support GSM and CDMA mobiles and support even low end mobile handsets	
14	The bidder should be able to send long messages (SMS messages of length more than 160 characters).	
15	Bidder should provide acknowledgement for delivery of each SMS message for both National & International Messages separately	
16	The bidder should have a ticketing mechanism for logging and tracking all the complaints raised by the Bank	
17	The bidder should provide a Tracking Mechanism to track the Push/Pull messages flowing through the SMS Gateway.	
18	All SMS messages are to be delivered to the SMSC within 10 seconds of receipt of the message at bidder's server and expected to be delivered to the mobile subscriber within 30 seconds.	
19	The bidder should provide the archives of all the messages sent to their gateway with the delivery status in a CD/ DVD on monthly basis.	
20	The bidder should provide suitable means such as website/portal/tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields: Mobile number/ MSISDN, Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National/International, Sender Name/ID, Date/time of SMS received at the gateway, Date/time of SMS send to the operator, Date/time of SMS delivered to the end subscriber, Status of the SMS, Status description	
21	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: Date, Total SMSes received, Category of SMSes, Total success, Total failed/expired, Total of delivery report not received, Total invalid, Total DND	
22	Bidder should clearly mention Hardware and software required, if any, on the Bank side. Bidder should arrange for	



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	all the hardware and software required at Bidders end.	
23	The SMS Services and related systems should conform to the requirements of the amended IT Act 2000 and other laws statutes of the government.	
24	The Bidder is already engaged in providing SMS Services and shall demonstrate the solution being offered for sending error free, time bound messages,	
25	The Bidder agrees to enter into a contract with BANK for performing all the obligations arising out of acceptance of all the terms and conditions even before the award of the tender/ Purchase Order.	
26	All the prices, technical specifications and other terms and conditions of the offer including the commercial quote proposed by the Bidder shall be valid for a minimum period of 36 months.	
27	It is agreed that the Bank reserves the right to negotiate the prices with the selected Bidder. It is also agreed that in the event of downward reduction in the international or national market prices of SMS Services, the Bank reserves the right to negotiate price with the Bidder even before the expiry of 36 months period.	
28	Scope of the SMS Services and terms of delivery Outgoing / Incoming messages to/ from customers as detailed in the RFP document are agreed upon.	
29	The Bidder should provide a web-based solution capable of generating detailed report in Excel/Pdf and any other format specified by the Bank. The software should be capable of providing the Product-wise, Date-wise, Category-wise reports, transaction based reports, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator and the actual delivery to the end user.	
30	Undertaking will be given in writing about readiness to Integrate with BANK within 15 days from the date of issue of letter from the Bank on pilot basis for a period of one month. The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered during the pilot period.	
31	Compliance to execute NDA and Performance Bank Guarantee as provided in the RFP. The Bank reserves the right to amend any clause given in the format at its discretion before executing the above documents by the authorised signatories.	
32	Compliance to send Promotional SMS as desired by Bank to customers / non-customers of the Bank after	



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	scrubbing of DND numbers at the rate for sending one Transactional SMS.	
33	Enclosed - details of Business Continuity Plan.	
34	Enclosed - List of Domestic Operators.	
35	Enclosed - List of International Operators/ Aggregators and their respective countries.	



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**Annexure 4 - Details of Track Record (Past Installations)**

Name of the Public/ Private Sector Banks where similar system is implemented by the bidder.

(Separate sheets may be enclosed for different client(s))

Copy of related purchase order to be enclosed.

**Name of the Vendor** \_\_\_\_\_

Name of Implementation / Client	
Details of successful installation of systems:	
Bank's Contact details: Name Designation Mobile number Email	
SMS services provided for _ years	
Volume of SMS : National messages per day	Incoming Outgoing Total
Volume of SMS: International messages per day	Incoming Outgoing Total
Time taken for Implementation	

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Bank reserves right to visit the clients mentioned above.





**Annexure 5 - Details of Service Centers**

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers
1						
2						
3						



## ANNEXURE 6: ESTIMATES

### Assumptions for SMSes in Estimates:

Sr No	Particulars	Quantity for 1 year	Projected Quantity after 3 years
1	No of Outgoing SMS - National		
2	No of Outgoing SMS – Inter National		
3	No of Incoming SMS – National		
4	No of Incoming SMS – Inter National		



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**ANNEXURE 7: COMMERCIAL FORMAT**

**Schedule I – Charges for sending Transactional Messages**

Sr. No.	Item	Qty	Rate
1	Charges for sending National SMS	1	(Amount in Paise)
2	Charges for sending Inter National SMS	1	(Amount in Paise)

Rate per SMS to be quoted excluding Service Tax/Cess, the interconnection / termination charges payable to the SMSC.

(Interconnection charges, Termination charges and Service Tax will be payable extra at the prevailing rates as per Government Rules if applicable. Applicable TDS will be deducted from the payment)



**ANNEXURE 8: PROFORMA OF LETTER FOR COMPLYING WITH TERMS & CONDITIONS OF TENDER**

Proforma of letter to be given by all the vendors participating in the RFP for “Providing SMS Gateway Solution” on their official letter-head.

To  
General Manager,  
Information Technology,  
Bank of Maharashtra  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Sir,

Sub: RFP032016- “Providing SMS gateway Services”

Further to our proposal dated XXXXXXXX, in response to the tender Document (hereinafter referred to as “TENDER DOCUMENT”) issued by Bank of Maharashtra (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank which shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory  
Designation  
Vendor’s corporate name



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**ANNEXURE 9: CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

**Eligibility Criteria Compliance for RFP 032016 – Providing SMS gateway Services .**

Sr.No	Eligibility Criteria Clause No (as per RFP)	Short Description of Eligibility Criteria	Complied Yes/No	Remarks
1	2.1 (1)	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having minimum net sales turnover of Rs.1.00 crores per year in the last three financial years i.e 2013-2014, 2014-2015 and 2015-2016. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.		
2	2.1 (2)	The Bidder Company should have made profits (Before Tax) in the last three financial years i.e 2013-2014, 2014-2015 and 2015-2016. A copy of last three financial years' relevant audited balance sheets should be submitted with the offer. If the audit of 2015-16 is not yet completed then the provisional balance sheet for the year 2015-2016 should be submitted duly signed by Chartered Accountant & CEO/CFO of the bidder company.		
3	2.1 (3)	The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.		
4	2.1 (4)	Bidder should have tie up/arrangements with multiple telecom providers for domestic numbers, minimum one service provider for all countries.		
5	2.1 (5)	The Bidder should have a DR set up and/or BCP in place.		



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6	2.1 (6)	The bidding company should have experience in providing SMS gateway services for the last three years.		
7	2.1 (7)	The bidder should have provided SMS gateway services to a minimum of five organizations of which at least three entities should be Banks/Financial Institutions.		
8	2.1 (8)	The bidder should be currently pushing more than 1 Crore SMS per month for at least one of their customers.		
9	2.1 (9)	The bidder should handle User Data Header (UDH) based communication i.e. the bidder should be able to support Port based SMS Services.		
10	2.1 (10)	The bidder should have a support office/ representative to provide onsite support immediately on call.		
11	2.1 (11)	The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP.		



## ANNEXURE 10: PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY

### Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid upto:

Amount of Bank Guarantee: Rs.

To,  
Bank of Maharashtra,  
Information Technology Department,  
1501, Lokmangal, Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at ..... this .....day of ..... between Bank of ..... a banking company having its office at ..... hereinafter referred to as 'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal' , 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

- a) Whereas the Beneficiary had invited tenders for the Providing SMS Gateway Services vide tender No ..... dated .....
- b) One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 10 lakhs (Rs. Ten lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 180 days from the date of issue.
- c) M/s ..... hereinafter referred to as the said 'Contractors' have given their offer for providing SMS gateway Services to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
- d) At the request of the said M/s..... the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 10 Lac (Rupees Ten lac only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be



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irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto

.....

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- d) The liability of the Bank under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_. (Rupees \_\_\_\_\_).
- e) This Bank Guarantee shall be valid up to \_\_\_\_\_.
- f) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr./Ms.....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank,

in the presence of .....





## **FORMAT A - COMPLIANCE AGREEMENT**

We communicate our unconditional acceptance to the following terms and conditions of for participating RFP 032016.

We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 032016 for providing SMS Gateway Services held by Bank of Maharashtra.

We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank of Maharashtra.

1. We agree that we are deemed to have accepted the auction rules on participation at the bid event. Bank of Maharashtra will make every effort to make the bid process transparent. However, the award decision by Bank of Maharashtra would be final and binding on us.
2. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP 032016.
3. We agree not to divulge either our bids or those of other suppliers to any other external party.
4. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank of Maharashtra, bid process, bid technology, bid documentation and bid details. Bank of Maharashtra Tender documents remain the property of Bank of Maharashtra and all suppliers are required to return these documents to Bank of Maharashtra upon request.
5. Bank of Maharashtra's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
6. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
7. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at Bank of Maharashtra's discretion.
8. Bank of Maharashtra has the right to decide to extend, reschedule, cancel or re-open the auction.
9. Please note that Bank of Maharashtra may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
10. We have read the Bank of Maharashtra technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.



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11. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature:**



**ANNEXURE 11: PRE CONTRACT INTEGRITY PACT**

(to be executed on RS 500 Stamp Paper)  
PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2016, between on one hand, Bank of Maharashtra through \_\_\_\_\_ authorized official \_\_\_\_\_ Shri. \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:



- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
  - 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
  - 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.



- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4. Previous Transgression
- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. Earnest Money (Security Deposit)
- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1. Bank Draft or Pay Order in Favor of Bank of Maharashtra IT Department
- 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.



- 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.
6. Sanctions for Violations:
- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-
- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.



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- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

**7. Fail Clause:**

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**8. Independent Monitors:**

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.





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- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of an provisions of this Pact or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

**11. Other Legal Actions:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings



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12. Validity:

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_