



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

## Corrigendum RFP 072020

 <p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक</p>	<p>Information Technology Department प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5- Head Office: LOKMANGAL, 1501, SHIVAJINAGAR, PUNE-5 टेलीफोन/TELE-020 : 25614327 ई/मेल-e-mail : gmit@mahabank.co.in</p>	 <p>भारत की जनगणना CENSUS OF INDIA 2021 जनगणना से जन कल्याण</p> 
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24-06-2020

### CORRIGENDUM

Please refer to our RFP notice published on **10<sup>th</sup> June 2020** inviting bids for **“Selection of SMS Aggregator for Delivery of Domestic & International SMS” (RFP No 072020)**

Following amendments to the RFP document are made with immediate effect -

Due to present lockdown situation arising out of outbreak of COVID-19, the Bid submission mode has been changed to online mode. Meanwhile Bidders shall make arrangements to deliver the physical copies to the Bank.

The bid submission will be through E-Procurement Technologies Ltd (URL - <https://eauction.auctiontiger.net/EPROC/>). Bidder manual is also available on the same site. Alternatively, the bidder may also access the link through the Bank's corporate website under tender section.

The contact details for any queries related to Profile approval / Tender information / online bid submission are as under -

Contact Numbers - +91-9081000427, 9904407997 (Prefer these due to Work from Home)

Sr No	Name	Contact Number	E-mail ID
1	Imtiyaz Tajani	079 – 6813 6831	imtiyaz@eptl.in
2	Ekta Maharaj	079 – 6813 6852	ekta.m@eptl.in
3	Salina Motani	079 – 6813 6843	salina.motani@eptl.in
4	Sujith Nair	079 – 6813 6857	sujith@eptl.in
5	Deepak Narekar	079 – 6813 6863	deepak@eptl.in
6	Jainam Belani	079 – 6813 6820	jainam@eptl.in
7	Devang Patel	079 – 6813 6859	devang@eptl.in
8	Riddhi Panchal	635-491-9566	riddhi.panchal@auctiontiger.net



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### Scope of Work

Bidders should have capability to split the traffic between Vendors.

### Annexure 11 - Non-Disclosure Agreement

( On stamp paper of relevant value )

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_\_ 2020

BY AND BETWEEN

Bank of Maharashtra , a body corporate constituted under Banking Companies ( Acquisition and transfer of undertakings ) Act 1970 , having its Head Office at 1501, Lokmangal ,Shivaji Nagar , Pune - 411005 , ( hereinafter referred to as “ The Purchase / Bank ” which expression shall unless it be repugnant to the subject thereof , include its successors and assigns ) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the System Integrator) (hereinafter called “the System Integrator/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Service Provider and Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS, Bank called for the bids for engagement of Service provider for Selection of SMS Aggregator for Delivery of Domestic & International SMS. M/s \_\_\_\_\_after going through the Bid Documents and being interested to act as Service Provider and provide the services of SMS Aggregator for Delivery of Domestic & International SMS has submitted its Bid.

WHEREAS, the Service Provider is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Service Provider in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows -



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- 1) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 2) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 3) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- 4) Treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement.

However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by Banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which -

- 1) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
- 2) is the public domain
  - i. is received from a third party not subject to the obligation of confidentiality with respect to such information
  - ii. is released from confidentiality with the prior written consent of the other party

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the



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other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

**Governing Law** - The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

**Indemnity** - The System Integrator / Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd	For and on behalf of Bank of Maharashtra
( )	( )
(Designation)	( Designation)



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### Annexure 12 - Pre Contract Integrity Pact

(to be submitted on stamp paper of Rs.500)

#### INTEGRITY PACT

Between  
Bank of Maharashtra hereinafter referred to as "The Principal",  
and  
..... hereinafter referred to as "The Bidder/ Contractor"

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

#### **Section 1 - Commitments of the Principal**

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



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### Section 2 - Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
3. 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.





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The term relative for this purpose , would be as defined in section 6 of the Companies Act 1956 / Section 2 (77) of the Companies Act 2013.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the RFP.

### Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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

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

### Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Designated Authority, Bank of Maharashtra.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Designated Authority, Bank of Maharashtra and recuse himself / herself from that case.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Designated Authority, Bank of Maharashtra within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.





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

### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

### Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Pune.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

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

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)



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Witness 1

(Name & Address)

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Witness 2

(Name & Address)

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### **2.15 Performance Bank Guarantee ( PBG )**

Within 30 days of the receipt of Purchase Order from Bank, the successful Bidders shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Maharashtra, for 3% (Three percent) of the TCO for contract period of 5 years. The PBG should be valid for valid for 66 months from the date of commencement of agreement.



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### Annexure 6 - Commercial Bid Format ( Revised )

Sr No	Description (SMS / Voice / WhatsApp Messages is to be delivered with time specified as per SLA)	Unit Cost (Cost per SMS in Rupees) (a)	Number of SMS per month (Bank's estimated volume) (b)	Cost for Contract of 5 Years in Rupees (c) = a x b x 12 x 5 (excluding taxes)
1	Charges for Domestic OTPs		3,00,00,000	0
2	Charges for Domestic financial transactional SMSs		10,00,00,000	0
3	Charges for Domestic & informational / Promotional SMSs		5,00,00,000	0
4	Charges for International SMSs (OTP, Financial Transactions, Promotional)		5,00,000	0
5	Charges for Bulk email services (100 KB)		5,00,000	0
6	Charges for Missed Calls on VMN Nos		3,00,000	0
7	Response Push for the VMN Nos		2,50,000	0
8	Rental charges for every VMN Number		6	0
	<b>Total Cost of Ownership ( TCO )</b>			
	<b>TCO in words</b>			



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### Optional Services

Sr No	Description (SMS / Voice / WhatsApp Messages is to be delivered with time specified as per SLA)	Unit Cost (Cost per SMS in Rupees) (a)	Number of SMS per month (Bank's estimated volume) (b)	Cost for Contract of 5 Years in Rupees (c) = a x b x 12 x 5 (excluding taxes)
1	Charges for WhatsApp Container Hosting		1	0
2	Charges for Domestic WhatsApp messages compatible with Android, iOS & Windows OS		5,00,000	0
3	Charges for International WhatsApp messages compatible with Android, iOS & Windows OS		1,000	0
4	Charges for Domestic Voice over OTP (for 30 Seconds pulse)		50,00,000	0
5	Charges for International voice over OTP (for 60 seconds pulse)		1,000	0

Note -

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for 5 years.
2. In case of any discrepancy, TCO quoted in words will be considered.
3. The price quoted should be inclusive of Cost of deliverables, Enterprise License, installation, customization, maintenance and support of mentioned Software in this RFP as per Bank's requirement.
4. Payment will be made on monthly basis as per the mentioned Payment Terms.
5. Bank will not consider any conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation / conditions are mentioned in the commercial bid.



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6. Vendor need to provide the software without any extra cost and do integration/migration with Bank's existing Infrastructure / software.
7. All the prices are mandatory to be quoted else bid is liable to be rejected.
8. Number of SMS mentioned above is indicative only and may increase or decrease as per the actual requirement of the Bank. Number of SMS mentioned is only for calculation of TCO.

sd/-

**General Manager  
Information Technology**