

RFP Reference No.072020

REQUEST FOR PROPOSAL (RFP)
For Selection of SMS Aggregator for Delivery of Domestic & International SMS



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

Bank of Maharashtra
Head Office, 'Lokmangal'
1501, Shivaji Nagar
Pune - 411005

Website: <https://www.bankofmaharashtra.in>

Cost of RFP Document: Rs. 25,000/-



RFP 072020

Table of Contents

INVITATION FOR TENDER OFFERS-----	6
1. INTRODUCTION -----	7
IMPORTANT DATES-----	7
IMPORTANT CLARIFICATIONS / ABBREVIATIONS -----	8
1.1. Introduction -----	9
1.2. Bidder Obligation to Inform Itself-----	9
1.3. Evaluation of Offers -----	9
1.4. Errors and Omissions -----	9
1.5. Acceptance of Terms-----	10
2. RFP RESPONSE TERMS -----	11
2.1. RFP Response Submission -----	11
2.2. Application Money -----	11
2.3. RFP Validity Period -----	12
2.4. Appointment Period -----	12
2.5. Communication on the RFP-----	12
2.6. Notification -----	12
2.7. Disqualification -----	13
2.8. Language -----	13
2.9. Formats of Bids -----	13
2.10. Timeframe -----	13
2.11. RFP Response Submission Details-----	13
2.12. Format for Technical Proposal -----	15
2.13. Masked Commercial -----	17
2.14. Earnest Money Deposit -----	17
2.15. Performance Bank Guarantee (PBG) -----	18
2.16. Format for Commercial Proposal-----	18
2.17. Reverse Auction -----	18



RFP 072020

2.18. Intellectual Property Rights-----	18
3. TERMS OF REFERENCE-----	20
3.1. Objective -----	20
3.2. Scope of work-----	20
3.3. Infrastructure -----	25
3.4. Compliance with IS / Cyber Security Policy -----	25
3.5. Terms of Execution of Work -----	25
4. EVALUATION PROCESS-----	26
4.1. Opening of Technical Proposal-----	26
4.2. Preliminary / Eligibility Scrutiny-----	26
4.3. Technical Proposal Evaluation Criteria -----	26
4.4. Commercial Proposal Evaluation Criteria-----	26
4.5. Order Splitting -----	26
5. TERMS & CONDITIONS -----	28
5.1. General Terms -----	28
5.2. Rules for Responding to this RFP-----	28
5.3. Price Bids -----	29
5.4. Others -----	29
5.5. Payment Terms -----	32
5.6. Contract Validity & Service Continuity -----	33
6. SERVICE LEVELS -----	34
6.1. General-----	34
6.2. Project Timelines-----	34
6.3. Liquidated Damages -----	34
6.4. Penalty -----	34
6.5. Services -----	37
6.6. Customization and Upgrades-----	37
7. GENERAL TERMS & CONDITIONS-----	38



RFP 072020

7.1	Dispute Resolution	38
7.2	Governing Laws	38
7.3	Notices and other Communication	38
7.4	Force Majeure	39
7.5	Assignment	39
7.6	Waiver	39
7.7	Confidentiality	39
7.8	Termination	43
7.9	Effect of Termination	44
7.10	Publicity	44
7.11	Solicitation of Employees	44
7.12	Inspection of Records	44
7.13	Compliance with Laws	45
7.14	IT ACT	45
7.15	Aadhar ACT 2016	46
7.16	Indemnity	46
7.17	Corrupt and Fraudulent Practices	47
7.18	Violation of Terms	47
7.19	Authorized Signatory	47
7.20	Non-Disclosure Agreement	48
7.21	Right to Reject Proposals	48
7.22	Limitation of Liability	49
7.23	DISCLAIMER	49
	Annexure 1 - Technical Proposal Covering Letter	51
	Annexure 2 - Letter of Authorization for submission of the proposal	52
	Annexure 3 - Eligibility Criteria	53
	Annexure 4 - Details of Bidder	55
	Annexure 5 - Details of Supply / Work Order	56



RFP 072020

Annexure 6 - Commercial Bid Format (On Letter Head of Bidder) -----	57
Annexure 7 - Format for Pre - Bid Queries -----	58
Annexure 8 - Conformity Letter -----	59
Annexure 9 - Proforma for BG -----	60
Annexure 10 - Compliance Agreement -----	62
Annexure 11 - Non-Disclosure Agreement -----	63
Annexure 12 - Pre Contract Integrity Pact -----	66
Annexure 13 - GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E- PROCUREMENT AUCTION -----	71
Annexure 14 - FORMAT OF CONFORMITY LETTER WITH DEVIATIONS / SUGGESTIONS -----	75
Annexure 15 - SELF DECLARATION -----	76
Annexure 16 - Technical and Functional Specifications -----	77
Annexure 17 - Undertaking of Information Security -----	79



RFP 072020

INVITATION FOR TENDER OFFERS

Bank of Maharashtra intends to invite sealed tender offers (Technical bid and Commercial bid) from eligible bidders for Selection of SMS Aggregator for Delivery of Domestic & International SMS in accordance with the scope set out in the tender document for a period of 5 years.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of **Rs.25,000/- (Rs. Twenty Five Thousand Only)** which is **inclusive of GST** by Demand draft / Bankers Cheque / NEFT in favour of Bank of Maharashtra, payable at Pune.

The copy of RFP document may be obtained from below mentioned address on all working days in person.

**The Deputy General Manager,
Information Technology,
Bank of Maharashtra, Head Office,
“Lokmangal” 3rd Floor,
1501, Shivajinagar, Pune - 411 005**

The RFP document may also be downloaded from Bank's website <https://www.bankofmaharashtra.in>

The bidder downloading the RFP document from Bank's website must pay the cost of the RFP document in a separate cover, at the time of submission of the bids. In case the bidder wants to attend the Pre-Bid Meeting, the cost of RFP document has to be paid at the time of Pre-Bid Meeting.

The Bidders are expected to examine all instructions, forms, terms & conditions, Bank of Maharashtra project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

All RFP offers must accompany Earnest Money Deposit (EMD) as specified in this RFP document. The cover containing EMD amount should be handed over in a separate cover to the department.

RFP offers will be opened in the presence of the bidder's representatives who choose to attend the opening of RFP on the specified date, time and place.

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.

Technical Specifications, Terms and Conditions and various formats for submitting the RFP offer are described in the RFP document and its Annexure.

General Manager
Information Technology
Place - Pune
RFP 072020



RFP 072020

1. INTRODUCTION

IMPORTANT DATES

RFP Reference Number	072020
Cost of RFP document	Rs 25,000/-*# (inclusive of Taxes)
Earnest Money Deposit (EMD) amount	Rs 25,00,000 (Rs. Twenty Five Lakh only)
Date of commencement of sale of RFP document	10-06-2020
Last Date of Sale of RFP Document	02-07-2020 up to 14.00 hours
Queries to be mailed by	18-06-2020 up to 17.00 hours
Pre-Bid meeting**	22-06-2020 at 11.30 Hrs
Date and time for Bid Submission (Soft copy and hard copy)	02-07-2020 upto 14.00 Hrs
Date of Opening of Eligibility Bid and Technical Bids	02-07-2020 at 15.30 Hrs
Place of opening of RFP Offers	Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune - 411005
Address for Communication	Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune - 411005
Contact Telephone/ Fax Numbers	020 - 27335330, 27335344, 27335342
Email address	debottam.ghosh@mahabank.co.in nilesh.potdar@mahabank.co.in saiikat.das@mahabank.co.in
Website	https://www.bankofmaharashtra.in

*Tender copy price & EMD is compulsory to participate in bid process

Exemption for Price for Tender Copy & EMD for Eligible Bidders as mentioned under Application Money clause

** Only the authorized representatives of the bidder (maximum 2 persons) who have either purchased the RFP document or are exempted from tender fee will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. In case the bidders download the document from website of the Bank, the cost of tender document should be paid along with the Bid response.



IMPORTANT CLARIFICATIONS / ABBREVIATIONS

The following terms are used in the document interchangeably to mean -

- Bank or BOM means ' Bank of Maharashtra'
- RFP means the Request for Proposal
- Bidder / Respondent - signifies those who purchase this tender document and submit response to it
- Solution provider and Bank shall be collectively referred to as 'Parties'
- BG - Bank Guarantee
- CBS - Core Banking Solutions
- CDMA - Code Division Multiple Access
- DC - Data Center
- DR Site - Disaster Recovery Site
- EMD - Earnest Money Deposit
- GSM - Global System for Mobile
- NDA - Non-Disclosure Agreement
- OTP - One Time Password
- P & L - Profit and Loss
- PBG - Performance Bank Guarantee
- PO - Purchase Order
- SLA - Service Level Agreement
- SMS - Short Message Service
- SMPP - Short Message Peer to Peer
- TCO - Total Cost of Ownership
- TRAI - Telecom Regulatory Authority of India
- XML - Extensible Mark up Language



RFP 072020

1.1. Introduction

Bank of Maharashtra is a nationalized Bank serving the nation for over 85 years. The Bank has over 1832 branches and various Zonal / Corporate offices across the length and breadth of the country. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office. The Head Office of the Bank is at Lokmangal, 1501, Shivajinagar, Pune - 411005.

Bank of Maharashtra intends to invite sealed tender offers (Technical bid and Commercial bid) from eligible bidders for **Selection of SMS Aggregator for Delivery of Domestic & International SMS** in accordance with the scope set out in the tender document for a period of 5 years.

Detail functional and technical requirements for Selection of SMS Aggregator for Delivery of Domestic & International SMS has been given in this document under TERMS OF REFERENCE section of this RFP.

1.2. Bidder Obligation to Inform Itself

The Bidder must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.3. Evaluation of Offers

Each Bidder acknowledges and accepts that Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organization, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Bidder. The Bidder acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

1.4. Errors and Omissions

It is understood , acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work , the Bank shall not be held liable for any errors or omissions in any part of the Bid Document. While the Bank has used considerable effort to ensure an accurate representation of information in the Bid Document, the information contained in the Bid Document is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Bank, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract. If a Bidder finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Bidder shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum / corrigendum to Proponents at any time prior to the Bid closing. Addenda / corrigenda issued during the RFP period shall be construed as part of RFP.



RFP 072020

The Bank will assume no responsibility for oral instructions or changes.

1.5. Acceptance of Terms

A Bidder will, by responding to Bank RFP, be deemed to have accepted the terms as specified in this RFP document.



RFP 072020

2. RFP RESPONSE TERMS

2.1. RFP Response Submission

RFP Response may be received no later than 02-07-2020 at 14:00 Hours. Any bid received after specified date and time of the receipt of bids as mentioned above, will not be accepted by the Bank.

One paper copy and one (1) electronic copy (Power Point or Microsoft Word and Excel, on CD) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to "Bank - RFP Evaluation Team" - **RFP for Selection of SMS Aggregator for Delivery of Domestic & International SMS for Bank of Maharashtra at -**

Bank's address

The Deputy General Manager,
Information Technology,
Head Office,
Bank of Maharashtra,
1501, Lokmangal, Shivajinagar
Pune - 411005

Submission will be valid if -

- Copies of the RFP are submitted in physical form before the aforementioned closing time and
- All the submissions - separate sealed envelope for Eligibility & Technical Proposal, another sealed envelope for Commercial Proposal and EMD must be sealed in one single sealed envelope or sachet and submitted.
- Demand draft / Bank Guarantee for Earnest Money Deposit (EMD) is submitted in a separate envelope.

Only One Submission Permitted - Only one submission of response to RFP by each Bidder will be permitted. The RFP application shall be accepted by the Bank only in the original, and the same shall not be accepted if the required details are filed in photocopy of the RFP document or sent through facsimile.

2.2. Application Money

Bidder has to submit Demand draft / Bankers Cheque / NEFT for Rs. 25,000/- (Rupees Twenty Five Thousand only) issued by any scheduled commercial bank in India, in favour of the 'Bank of Maharashtra', payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is non-refundable. Bidders must have to purchase tender document to participate in pre-bid meeting. Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on mentioned date and time at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response.

RFP 072020

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.

2.3. RFP Validity Period

RFPs will remain valid and open for evaluation according to their terms for a period of at least 180 days from the time the RFP submission process closes on the deadline for lodgment of RFPs.

2.4. Appointment Period

Post the evaluation process, the selected Bidders will be appointed for a period of 5 years during which the Bank may, at its discretion, issue a work order with the Empanelled Bidder/s for providing the services of SMS Aggregator for Delivery of Domestic & International SMS.

2.5. Communication on the RFP

Bidders are required to address all communication / clarifications / queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. Any changes to the RFP will be communicated as an Addendum to the RFP and will be published on the Bank's website under the Tenders section. However, the Bank will not respond to any communication initiated by the Bidder(s) beyond the dates provided in the section "IMPORTANT DATES".

The Bank may in its absolute discretion seek any additional information / clarification from any Bidders on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Bidder(s) Response to the RFP.

Bidders should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Bidder(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Bidder(s).

The Bank may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to clarify any response. The Bank is not bound to reply the queries not pertaining to this document. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all Bidders.

2.6. Notification

Bank will notify the Bidders in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Bidder's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.



RFP 072020

2.7. Disqualification

Any form of canvassing / lobbying / influence /query regarding short listing, status etc will be a disqualification.

2.8. Language

The RFP Response prepared by the Bidder as well as all correspondence and documents relating to the RFP exchanged by the Bidder with the Bank and supporting documents and printed literature shall be in English language only.

2.9. Formats of Bids

The Bidders should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the organizations with which the Bidders have rendered their services for execution of similar projects.

2.10. Timeframe

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice / intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Bidders during the process. The time schedule will be strictly followed. Interested Bidders are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.11. RFP Response Submission Details

The Technical Bid and Commercial Bid must be submitted at the same time in sealed envelopes, giving full particulars, at the Bank's address given below, on or before the scheduled date given in this document. All envelopes should be securely sealed and stamped.

Important - The eligibility credentials, financial reports & other necessary documents shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound manner on the address given as under -

Bank's address

The Deputy General Manager
Bank of Maharashtra
Information Technology Department,
"Lokmangal", 1501, Shivajinagar, Pune – 411005

Following two officers have been authorized to accept the tender documents -

- a) Shri. Debottam Ghosh, Sr. Manager - Head Office Pune
Mail ID - Debottam.ghosh@mahabank.co.in
- b) Shri. Nilesh Potdar, Manager - Head Office Pune
Mail ID - Nilesh.potdar@mahabank.co.in



RFP 072020

All the envelopes must be super-scribed with the following information -

- Type of Offer (Technical / Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.

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.

ENVELOPE - I (Technical bid along with Softcopy) -

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 this document. 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. A photo copy of Original Commercial offer with prices duly MASKED be submitted along with the Technical bid. A soft copy of TECHNICAL BID (in Microsoft Powerpoint / Word / Excel) should be submitted along with Physical copy of TECHNICAL BID in the form of CD / DVD.

Bank reserves the right to reject any bid submitted without masked commercial / Soft Copy of bids.

Any Technical Bid containing any type of pricing details related to this RFP will be rejected outright.

ENVELOPE - II (Commercial bid) -

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photo 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 specifications mentioned in the RFP either with the technical or commercial bids submitted.

These 2 envelopes containing the Technical bid 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.

ENVELOPE - III (Original EMD BG / Demand draft) -

Bidders are required to submit along with the offer a Demand Draft / BG drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the date of the tender) for an amount of Rs 25 Lakhs (Rupees Twenty Five Lakhs only) towards Earnest Money Deposit (EMD).



RFP 072020

Pre Bid Queries -

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 RFP. The queries of all the bidders should reach us in writing or over e-mail on or before the date and time as mentioned above. The queries shall be submitted in forms given under Annexure-7.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

Only the authorized representatives of the bidder (maximum 2 persons) who have either purchased the RFP document or are exempted from tender fee will be allowed to attend the Pre-Bid Meeting along with authorization letter issued by respective company.

Bank will hold Pre-Bid meeting on below mentioned address -

**Bank of Maharashtra,
1501, 'Lokmangal'
Shivajinagar,
Pune - 411 005**

IMPORTANT POINTS TO BE NOTED

- The sealed bid envelopes should be delivered to the RFP Coordinator/s at the postal address mentioned in the RFP. The Bank has nominated the RFP coordinator/s to manage the bid process on behalf of the Bank.
- All the queries and communication must be addressed to the RFP Coordinator/s from the Bank.
- All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- All letters must be addressed to the RFP Coordinator/s.
- Only one submission of the RFP response by each Bidder will be permitted. In case there are multiple submissions by the same Bidder, the first submission will be treated as final by the Bank for the purpose of evaluation of responses. All responses would be deemed to be irrevocable offers / proposals from the Bidder and may if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder.
- Unsigned responses would be treated as incomplete and are liable to be rejected.

2.12. Format for Technical Proposal

The Technical bid must be made in an organized, structured and neat manner. Brochures / leaflets etc should not be submitted in loose form. This can be divided into three parts - the first part should contain the documents supporting the eligibility of the bidder 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 if any.

RFP 072020

The suggested format for submission of Technical bid is as follows -

1. Index
2. Covering letter. This should be as per Annexure-1
3. Details of the bidder, as per Annexure-4
4. Compliance of eligibility criteria along with support documents as per Annexure-3
5. Details of Past installation / Service contract records , as per Annexure-5
6. Conformity letter as per Annexure-8
7. Non-Disclosure Agreement as per Annexure-11
8. Pre-Contract Integrity Pact as per Annexure-12
9. Compliance Agreement as per Annexure-10
10. 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-9
11. Undertaking of Information Security as per Annexure-17

The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.

12. Technical bid with Specifications as given in Annexure-18, complete with all the columns filled in.
13. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
a)	Support Personnel		
b)	Technical Inspection & Performance Evaluation		
c)	Performance Bank Guarantee		
d)	Payment Terms		
e)	Delivery		
f)	Completeness of Installation		
g)	Termination		
h)	Governing Laws		
i)	Confidentiality		
j)	Order cancellation		
k)	Liquidated Damages		
l)	Penalty		
m)	Failure		
n)	Indemnity		
o)	Publicity		



RFP 072020

p)	Guarantees		
q)	Force Majeure		
r)	Resolution of Disputes		
s)	Non-Disclosure Agreement		
t)	Adoption of Integrity Pact		

Note - The response to the terms & conditions will be verified based on above table.

All documentary evidence wherever required to be submitted be properly arranged.

Copy of the Commercial Bid duly masking the price column be submitted along with Technical Bid.

14. Bidder's Financial Details (audited balance sheets, annual reports etc) and other supporting documents, as asked in the tender document
15. All documentary evidence wherever required to be submitted be properly arranged.
16. Copy of the Commercial Bid duly masking the price column.

2.13. Masked Commercial

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 and the bid may be disqualified if this is not submitted along with technical bid.

2.14. Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft / BG drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the date of the tender) for an amount of Rs 25 Lakhs (Rupees Twenty Five Lakhs only) towards Earnest Money Deposit (EMD). Offers made without EMD will be rejected. Bank will not pay any interest on the EMD. 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. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. The format of BG is enclosed as Annexure-9.

Unsuccessful Bidders who have not been selected - The EMD will be returned by the Bank within 4 weeks from closure of the selection process. No interest shall be paid on the EMD under any circumstances.

Forfeiture of EMD in the event of Withdrawal by the Selected Bidder - In case the Selected Bidder withdraws from the contract / discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Bidders.

RFP 072020

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 10% (Ten 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.

2.16. Format for Commercial Proposal

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 Bill of Materials (as per Annexure-6). This must contain all price information, including necessary details.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the fields mentioned in table Bill of Material (as per Annexure-6) and also fill up the TCO for L1.

2.17. Reverse Auction

Bidders are requested to submit Commercial bids as mentioned in Commercial Bid Proforma. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process is given in Annexure-13 for reference.

2.18. Intellectual Property Rights

All Intellectual Property Rights in the deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the deliverables or work product do not qualify as works made for hire, the bidder hereby assigns to Bank, all rights, title and interest in and to the deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals - The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software



RFP 072020

or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

3. TERMS OF REFERENCE

3.1. Objective

Selection of SMS Aggregator for Delivery of Domestic & International SMS for a period of 5 Years

Providing services of SMS Aggregator for Delivery of Domestic & International SMS to the customers of Bank of Maharashtra.

Providing Bulk email & WhatsApp message services.

3.2. Scope of work

The Bank is looking for two vendors to undertake the various activities as specified in the tender document. The Bank reserves the right to distribute the load among these two vendors in appropriate proportion as deemed necessary.

To provide the SMS alert services to Bank customers (Domestic and International) and to sustain the future growth of coverage area of Bank. 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 the Bank as per the technical / functional specification given in the RFP which includes inter alia the following.

The scope of work includes the following but is not limited to -

3.2.1 The SMS Services should cover the facilities like Push Service and Pull SMSs using short and long code. Our present and predicted future volume of SMSs is as under -

SMS Category	Delivery Time	Present Volume (Approx)	Expected Volume during 5th Year
OTP SMSs	Within 30 Sec	5 Lakh Per Day	15 Lakh Per Day
Transactional SMSs	Within 60 Sec	35 Lakh Per Day	100 Lakh Per Day
International SMSs	Within 60 Sec	0.10 Lakh Per Day	0.50 Lakh Per Day

*This volume is only indicative as per present projections and Bank does not guarantee these volumes of business.

3.2.2 The bidder should have capabilities to send SMS to all GSM / CDMA network including 2G, 3G, 4G and 5G handsets and to all telecom operators operating in India and abroad. The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSs directly. The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP.

3.2.3 For International SMS Delivery bidder should have direct connectivity with at least 2 International telecom service providers as on date of submission of RFP.

3.2.4 The Bidder should have DR capability to send alerts from different seismic zones for ensuring business continuity. Bidder to provide address of locations from where SMS

RFP 072020

alerts can be sent. Full address proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.

- 3.2.5** Bidders should ensure that there is different Cyber Environment at DC & DR.
- 3.2.6** Delivery of SMS alerts should be ensured to all National / International locations without any exception. Undertaking to this effect to be submitted.
- 3.2.7** The bidder shall be responsible for providing 24x7x365 days after sales / helpdesk support and service for the complaints related to Bulk SMS Services.
- 3.2.8** Selected bidders have to provide easy to remember long code(s) / short code(s) as per the Banks requirement in the ratio of L1:L2::7:3, to receive incoming SMSs from customers.
- 3.2.9** Initial contract period will be for 5 years. Thereafter contract may be extended based on mutually agreed rates and terms & conditions. There should not be any price escalation during the contract period. However any downward revision in IUC charges, Government Levies etc, the same will be passed to the Bank on proportionate basis.
- 3.2.10** In case delivery of SMS alerts is not possible in any country or area within the country due to govt. restrictions or some other reason(s) presently, the names of those countries or areas should be clearly specified in technical document submitted by the bidder. In future, if delivery in the above mentioned country or area within the country due to govt. restrictions or some other reason(s) started same need to be provided to Bank without any extra agreement or charge.
- 3.2.11** The bidder should have the capability to send bulk emails to banks customers as and when requested by the bank.
- 3.2.12** The bidder should have the capability to send WhatsApp messages to banks customers.
- 3.2.13** The solution offered should provide secured encrypted connection for delivery of outgoing / incoming alerts with guaranteed delivery.
- 3.2.14** Bidder to ensure that SMS message whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.
- 3.2.15** The bidder should have proper real time monitoring tool facility which allows identification and intimation of abnormal decline in number of SMS Alerts being received from Bank and being successfully delivered to the customers. This Dashboard should be made available to the Bank.
- 3.2.16** The bidder should have the facility to detect and intimate Bank regarding Mobile numbers which have abnormal number of Alerts being dispatched and large failure rates.
- 3.2.17** The bidder should have facility to provide last mile delivery status of each alert along with time of dispatch from Bidder's system and delivery onto customer handset.



RFP 072020

- 3.2.18** The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Bank and deliver the alerts as per the priorities defined.
- 3.2.19** Check should be properly imposed to avoid duplicate / multiple SMS delivery to customers as per the requirement of the bank.
- 3.2.20** The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages and voice on call alerts that cannot be delivered immediately.
- 3.2.21** The bidder should have proper test infrastructure with capability of end to end testing of all integration with Bank applications.
- 3.2.22** For promotional SMSs / Voice on calls, solution should provide features including but not limited to below, in addition to other features specified in the RFP -
- Online Website / Portal based access
 - Menu Driven Graphical User Interface (GUI) based access
 - User ID / Password based access to website / portal
 - Facility of Admin Users to create / modify / delete /maintain users for various locations within Bank
 - Sending SMS / Voice call to one / many mobile numbers
 - Upload of Mobile Numbers through Excel and Txt formats
 - Scheduling SMS / Voice calls
 - Provision of Web-based reports for download in Excel / Txt / PDF format
 - MIS for promotional SMSs / Voice calls user ID wise, period wise, date wise, status wise (delivered, undelivered) etc for SMS / Voice call alerts sent
 - Sending Audio / Video WhatsApp messages to customers
- 3.2.23** Prevention of SMS flooding (same SMS content sent multiple times to customers) on customer's mobile number.
- 3.2.24** The bidder should be able to distinguish between Domestic and International mobile number without making any changes at Bank's end.
- 3.2.25** The Bidder has to provide the list of error codes due to which delivery of SMS alerts is failed.
- 3.2.26** Bulk SMS must support both instant and scheduled mode.
- 3.2.27** The code (long code / short code) allotted to the Bank should be easily memorable and accessible to Bank customers, both Domestic and International, through all the telecom operators across the globe on 24x7x365 basis.
- 3.2.28** Bidder's Long Code / Short Code solution should be able to handle request with or without keyword.

RFP 072020

3.2.29 Bidder should be capable of providing Missed Call service on Long Code.

3.2.30 Yearly Independent 3rd party security audit should be carried out and copy of observations to be submitted to the Bank. 3rd party audit is to be carried out by CERT-IN empaneled auditor.

3.2.31 Bank reserves the right to carry out the audit by its Officers or Bank appointed 3rd party auditor.

Product Feature

The solution should be supplied by L1 bidder and should have the following feature. Solution of L2 bidder should have capability to integrate with solution provided by L1.

3.2.32 Need to provide SMPP (Short Message Peer to Peer Protocol) 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.

3.2.33 The API should support encryption - decryption for the entire API parameters supporting DES / 3DES / AES algorithm.

3.2.34 Delivery reports need to be sent using SMPP or HTTPs - API in prescribed format as required by the Bank.

3.2.35 Dynamic (numeric as well as alphanumeric) sender IDs should be supported for domestic as well as International SMSs.

3.2.36 Sender ID allotted should be unique for our Bank and same should not be used by any other entity across the globe. Vendor need to submit the declaration for the same.

3.2.37 The messages should be delivered to correct / valid number for those it meant to be.

3.2.38 Aggregator should support SMS delivery to all International locations e.g. Middle East, UK, USA, Canada, Russia, Honk Kong, Singapore, Malaysia, Australia, Germany, France, Spain, Netherlands, Switzerland, Austria etc

3.2.39 The SMS services should be scalable to meet the requirements of the Bank for next 5 years from the date of going live, considering the similar growth year on year basis.

3.2.40 Bank need to send promotional SMS to customers. The bidder should provide Website portal for sending promotional bulk message. There should be provision to send instant message and schedule the delivery of SMS. Portal should also have Bulk uploading of SMS.

3.2.41 Bidder should provide a solution to send Voice over OTP in case of failure of OTP through SMS at No extra cost to the bank.

3.2.42 Proposed solution should have facility to send multilingual SMSs in all Indian Languages.

3.2.43 The proposed solution should have capability for filtering of duplicate message.



RFP 072020

- 3.2.44** The bidder should provide suitable means such as website / Portal / tool for the generation of MIS reports and should also have an option for showing the current status of messages.
- 3.2.45** It is expected to have 2 Bidders. The SMSs sharing will be decided as per 70:30.
- 3.2.46** L1 Bidder has to provide the consolidated MIS.
- 3.2.47** The bidder should be able to provide daily statistics with an auto generated mail to the mail id's advised by the Bank. The daily statistics and Latency Reports of previous day, should contain the following fields -
- 3.2.47.1** Date
 - 3.2.47.2** Total SMSs received (SMSs sent as split1 or split2 to be handled accordingly)
 - 3.2.47.3** Category of SMSs
 - 3.2.47.4** Total success
 - 3.2.47.5** Total failed / expired
 - 3.2.47.6** Total of delivery report not received
 - 3.2.47.7** Total invalid and DND
 - 3.2.47.8** In addition to above second report should have following minimum field
 - 3.2.47.8.1** Mobile number
 - 3.2.47.8.2** Message text
 - 3.2.47.8.3** Message Category
 - 3.2.47.8.4** Bearer (GSM/CDMA)
 - 3.2.47.8.5** Operator
 - 3.2.47.8.6** Circle
 - 3.2.47.8.7** Date/time of SMS received at the gateway
 - 3.2.47.8.8** Date/time of SMS sent to the operator
 - 3.2.47.8.9** Date/time of SMS delivered to the end subscriber
 - 3.2.47.8.10** Delivery status
- 3.2.48** It is the responsibility of the Bidder to change / upgrade / customize its infrastructure / solution at all levels for ensuring the compliance to statutory, regulatory guidelines from GOI (Government of India), RBI, NPCI and TRAI at no extra cost.
- 3.2.49** The bidder should have the facility of online filtering of the DND numbers on real time basis.
- 3.2.50** 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.
- 3.2.51** The bidder should integrate their SMS gateway with Bank's Mobile Banking, Internet Banking Applications, CBS System, ATM Switch, UPI, BHIM Aadhaar Pay , QR and other related systems in coordination with respective vendors.
- 3.2.52** Successful Bidders should provide 10 virtual mobile numbers (VMNs) in the ratio of L1:L2::7:3 to the purchaser without any cost. Virtual number once activated for the purchaser, will be property of the purchaser. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these virtual mobile numbers to the purchaser.

RFP 072020

3.2.53 SMS Solution should be ready to be integrated with WhatsApp (Android, iOS & Windows OS) functionality and should have authorized tie up / license with OEM.

3.2.54 L1 / L2 bidder should have provision to split the traffic and deliver the messages to their respective SMS gateway.

3.2.55 The Bidder should have Business Continuity Plan (BCP) in place.

3.3. Infrastructure

The successful Bidder should have required infrastructure (Hardware, Operating System etc) for hosting the required solution. The Application / Tool will be hosted at Bidder's premise.

The successful Bidder has to suggest Hardware requirements to meet the future needs if the Bank requests to host the Application / Tool at Bank's premise.

If the successful Bidder requests to set up a dedicated link between Bank's infrastructures to his premise then the expenses for setting up the link will be borne by the Bidder.

The successful Bidder must install the Application / Tool with high availability & secure infrastructure as per industry accepted security standards and best practices.

3.4. Compliance with IS / Cyber Security Policy

The Bidder shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the selected Bidders. Some of the key areas are as under -

- 3.4.1** Responsibilities for data and application privacy and confidentiality
- 3.4.2** Responsibilities on system and software access control and administration
- 3.4.3** Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 3.4.4** Physical Security of the facilities
- 3.4.5** Physical and logical separation from other customers of the Vendor
- 3.4.6** Incident response and reporting procedures
- 3.4.7** Password Policy of the Bank
- 3.4.8** Data Encryption / Protection requirements of the Bank
- 3.4.9** In general, confidentiality, integrity and availability must be ensured

3.5. Terms of Execution of Work

3.5.1 Time period for integration and implementation should be within 6 weeks from the date of purchase order.

3.5.2 Time allowed for implementation shall be firm and binding.

3.5.3 The Bidder should provide the Methodology for Project Implementation.

4. EVALUATION PROCESS

4.1. Opening of Technical Proposal

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Technical Bid opening on behalf of the company.

4.2. Preliminary / Eligibility Scrutiny

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per “Eligibility Criteria” mentioned in Annexure-3 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. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

4.3. Technical Proposal Evaluation Criteria

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP. The bidders who qualify in technical evaluation will only be short listed for commercial evaluation.

4.4. Commercial Proposal Evaluation Criteria

Only those vendors who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. **Bank reserves the right of selection of Vendors either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure-13 for reference.**

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in commercial offer as mentioned in Annexure-6.

Total TCO = Providing services of SMS Aggregator for Delivery of Domestic & International SMS in accordance with the scope set out in the tender document for a period of 5 years.

Bank also reserves the right of selection of Vendor either by Opening of Commercial Bids of bidders (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Vendor through On Line Reverse Auction.

4.5. Order Splitting

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order tentatively in the ratio of 70:30 between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2). However, the Purchase Order



RFP 072020

for L2 will only be at the rate offered by L1. If L2 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled and the offer will be extended to L3 Bidder & so on.

Bank reserves the right to decide on the splitting of order. The bidder may quote the best competitive price in the commercial bid as Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price. The contract shall be split between L1 & L2 vendor in the ratio 70:30. However, the Bank will also be at complete liberty and reserves the full right to change this proportion in case of performance related or any other such issues by the selected bidder/s.



5. TERMS & CONDITIONS

5.1. General Terms

The Bank expects the Bidders to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidder.

The Bank expects that the Bidders appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

5.2. Rules for Responding to this RFP

All responses received after the due date / time as mentioned in this RFP would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Bidders to this RFP shall be binding on such Bidders for a period of 180 days after opening of the responses.

All RFP responses would be deemed to be irrevocable offers / proposals from the Bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidder. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn / modified after the last date for submission of the responses unless specifically permitted by the Bank.

The Bidder may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the responses, the Selected Bidder agree that Bank will consider hard copy as final and it will be binding on the Selected Bidder. The Bank in this case may also reject the offer outright.

The Selected Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Bidder shall be fully responsible for deviations to the terms & conditions etc as proposed in the RFP.

All Bidders are expected to provide the Commercial bid amount in Indian Rupees for the TCO excluding GST in the format given in Annexure-6. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc except the agreed



RFP 072020

charges and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the Selected Bidder's payments. The Bidders shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

5.3. Price Bids

Only those vendors who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure-13 for reference.

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the Bill of Material.

5.4. Others

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason.

Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a response to the RFP, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Selected Bidder, and a different Bidder may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums, if any which will be notified on the Bank's corporate website <https://www.bankofmaharashtra.in> thereafter are final and binding on the Bidders. In the event that the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly accepted by the Bank in writing.

The selected Bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the Bidder then that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank.

The Bidder represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance



RFP 072020

with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.

The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc as mentioned in this RFP.

The Bank and the Bidders covenants and represents to the other Party the following -

1. It is duly incorporated, valid existing and in good standing under as per the laws of the state in which such Party is incorporated.
2. It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party -

1. Will not violate or contravene any provision of its documents of incorporation
2. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound
3. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever
4. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein

RFP 072020

or in a schedule hereto, having a direct impact on the transactions contemplated hereunder. The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and would not return the proposal documents to the Bidders.

The Bank will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc on proposals or proposed contract or for any work performed in connection therewith.

To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Deputy General Manager - Information Technology of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final.

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Bidders about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on the Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP coordinator mentioned in this RFP, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank.

Preliminary Scrutiny - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed assignment.

RFP 072020

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 information of the equipment 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. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Fixed price - The Commercial Bid shall contain the Commercial Bid which shall be on a fixed fee basis including all types of charges / costs except GST.

Right to Alter Scope - The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add / modify / delete one or more units from the list of items specified as part of the requirements for the purpose of the RFP.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

5.5. Payment Terms

Payment as quoted in the bid process and accepted by Bank shall be made as per the below terms -

1. Bank will enter into a 5 year agreement with successful bidders for providing the services of SMS Aggregator for Delivery of Domestic & International SMS.
2. Within 30 days of the receipt of Purchase Order from Bank, the successful bidder shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Maharashtra, for 10% (Ten 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 the agreement.
3. No advance payment / mobilization advance shall be payable to vendor for providing the services of SMS Aggregator for Delivery of Domestic & International SMS.
4. Penalty, If any, will be recovered from the monthly payment
5. Payments will be released on a monthly basis, after the end of each month from the start of Onsite Support and upon submission of the following documents -
 - a. Copy of the Original Invoice
 - b. Confirmation letter for satisfactory performance from the concerned group for making the payment
 - c. Downtime Report



RFP 072020

The payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank in each of the modules. If any of the items / activities as mentioned in the price bid are not taken up by the Bank during the course of the assignment, the Bank shall not pay the professional fees quoted by the Bidder in the price bid against such activity.

5.6. Contract Validity & Service Continuity

The contract shall be valid for a period of 5 years. The bank intends to avail the services of SMS Aggregator for Delivery of Domestic & International SMS in the contract period.

After the completion of initial period of 5 (Five) years, the contract may be extended / renewed for a period of 2 years on the same terms and conditions as mentioned herein.

Bidder recognizes that all services as mentioned in this RFP document are vital to Bank and Bidder agrees to provide continued services rendered by bidder or its partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank.

The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the vendor agrees to provide services as mentioned in this RFP document till the Bank makes alternate arrangement.

6. SERVICE LEVELS

6.1. General

The Bidders shall abide to the Service Level Agreements mentioned in the RFP as below -

The selected Bidders will assume total responsibility for providing the services of SMS Aggregator for Delivery of Domestic & International SMS in accordance with the scope set out in the tender document for a period of 5 years.

The selected Bidder will accomplish preventive maintenance activities / software, firmware upgrades on Quarterly basis and breakdown maintenance to ensure that all hardware function without defect or interruption.

The selected vendor will also provide software / firmware upgrades during the period without any additional cost to the Bank.

Penalty charges will be subjected to a maximum of 10% of the total contract value.

The amount of penalty will be recovered from the Bidder from payments due to them. In case, no payments are due, the selected Bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the selected bidder.

6.2. Project Timelines

The Bidder is expected to adhere to the following broad timelines -

The bidder will within a period of 4 weeks from the date of the Purchase Order obtain approval of the regarding applications, arrange for testing, complete all infrastructural requirements and begin acceptance testing.

6.3. Liquidated Damages

If there is a delay by the bidder in the delivery of any or all goods or performance of services, the Bank shall, without prejudice to its other remedies under the rate contract deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay until actual delivery of the complete order at each location subject to maximum of 10% of cost of System. Bank of Maharashtra reserves the right to cancel the order and return the partially delivered equipment, if any, at the cost of the bidder in case delivery are not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor/supplier from this contract.

6.4. Penalty

6.4.1.

The selected Bidder will validate mobile numbers and will not send SMS for invalid numbers. No payments will be made to SMS on Invalid numbers. 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 -

RFP 072020

- 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

- OTP and alerts are critical messages and hence 100% of these messages should be delivered to the customer within 30 seconds. If the percentage of messages delivered within 30 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

- 98% of the Non critical messages should be delivered to the customers within 60 seconds. If the percentage of messages delivered within 60 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



RFP 072020

For the clause 1, 2 & 3 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 1, 2 and 3 as detailed above. Any penalty as applicable should be adjusted with the monthly payments which are to be incorporated in the invoice without fail.

6.4.2. Bank will not release any payment for below mentioned cases -

- SMS is not delivered due to any technical fault/failure on the part of the bidder
- OTPs delivered to mobile handset after 30 sec
- Transactional SMSs delivered to mobile handset after 5 minutes
- Information SMSs / Voice / WhatsApp messages delivered to mobile handset after 1 hour
- Promotional SMSs Voice / WhatsApp messages delivered to mobile handset after 2 hours (excluding the block period defined as per TRAI guidelines)
- SMSs Failed / Undelivered / Delivery Report not received (following delivery failure cases will be excluded - Inbox full, International Roaming, Mobile Number blacklisted, Mobile Switched Off, Out of range, Invalid Mobile Number)

6.4.3. In calculation of the delivery percentage, following delivery failure cases will be excluded

- Inbox full
- International Roaming
- Mobile Number blacklisted
- Mobile Switched Off
- Mobile Out of range
- Invalid Mobile Number

6.4.4. Penalty for non-delivery of SMS

Any penalty that bank has to pay on account of ombudsman , TRAI or Customer complaints cases for non-delivery of SMS related services offered by the bidder, Bidder has to reimburse the full penalty with expenditure if any.

6.4.5. Penalty for False Delivery Reports

Bank expects the delivery reports with 100% accuracy. Report may be verified based on feedback received from customers and random cross verification. Bank will impose penalty of Rs.1000/- (Plus GST) per instance for false delivery reports subject to a maximum of Rs.2,00,000/- (Plus GST) per month.

6.4.6. Bank may recover such amount of penalty from any payment being released to the bidder

RFP 072020

6.4.7. Bank / RBI / Regulatory authority may inspect infrastructure of successful bidder during the contract period

6.4.8. Penalty for Audit Non Compliance

Particulars	Details	Penalty
VA / PT	The selected Bidder shall obtain the security compliance for VA (Vulnerability Assessment) scanning / PT (Penetration Testing) conducted by the Bank within 1 day for High Risks , 2 days for Medium Risks & 4 days for Low Risks observations. No vulnerability shall remain unresolved for more than 1 day after notification from the Bank	For vulnerabilities open for more than 1 day , the penalty will be Rs 5000 per day

6.5. Services

During providing the services of SMS Aggregator for Delivery of Domestic & International SMS

The Bidder must provide an escalation matrix for support issues. The Bidder shall provide escalation matrix in terms of the local timings for call logging and Approximate Response Times.

The Vendor should provide mobile numbers of at least 2 Support Persons who can act as support partners to any issues. These personnel should provide on-site / field support activities.

The Support Persons should have sufficient knowledge of SMS Gateway Services.

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The Bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him / them, irrespective of whether these have been approved , reviewed or otherwise , accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

6.6. Customization and Upgrades

The Bidders should have customization capabilities as per Bank's requirements.

7. GENERAL TERMS & CONDITIONS

7.1 Dispute Resolution

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.

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.

The Language of Arbitration shall be English.

7.2 Governing Laws

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

7.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile / fax transmission (with hard copy to follow for email / fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile / email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

7.4 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.

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.

7.5 Assignment

The selected Bidder agrees that the firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc, this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

7.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

7.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

RFP 072020

7.7.1 “Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that -

- Relates to the Disclosing Party; and
- Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or Consultant.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the selected Bidder.

7.7.2 “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

7.7.3 Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. 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.

7.7.4 Nothing contained in this clause shall limit selected Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected Bidder shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

RFP 072020

7.7.5 The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party -

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisors, agents or employees, who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisors, agents or employees, is in accordance with the terms and conditions and requirements of this RFP; or
- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

7.7.6 In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall -

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisors, agents or employees, who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisors, agents or employees, so involved to protect the Confidential Information and materials in the manner prescribed in this document
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof

7.7.7 The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party

- Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisors, as the case may be, which is in the Receiving Party's possession or under its custody and control;
- To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisors to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

RFP 072020

- So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control;
- To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with; and
- The rights in and to the data / information residing at the Bank's premises, including at the Disaster Recovery Site even in the event of disputes shall at all times solely vest with the Bank.

7.7.8 This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which -

- was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- is furnished by others to the receiving party without restriction of disclosure;
- is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- was independently developed by the Receiving Party without the help of the Confidential Information.

7.7.9 On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, the selected Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.

7.7.10 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

RFP 072020

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.

7.7.11 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

7.7.12 Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.

7.7.13 The confidentiality obligations shall survive the expiry or termination of the agreement between the selected Bidder and the Bank.

To ensure the above confidentiality clauses, the qualified Bidders will need to submit a Non-Disclosure Agreement (NDA) within a period of one week of receiving the RFP document, non-submission of which shall make them ineligible for the evaluation process.

7.8 Termination

7.8.1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving 3 months prior written notice to the bidder.

7.8.2 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.

7.8.3 The bidder shall have right to terminate only in the event of winding up of the Bank.



RFP 072020

7.8.4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement.

7.9 Effect of Termination

- The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
- Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of 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.
- Termination shall not absolve the liability of 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.

7.10 Publicity

Any publicity by the selected Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

7.11 Solicitation of Employees

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly -

- recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

7.12 Inspection of Records

All selected Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and / or Reserve Bank of India and / or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant

RFP 072020

data. The said records are subject to examination. The Bank's auditors would execute confidentiality agreement with the selected Bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

7.13 Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws that are directly / indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives /agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

7.14 IT ACT

The Bidder must ensure that the proposed products / services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank 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 under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the

RFP 072020

hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

7.15 Aadhar ACT 2016

The Successful bidder must comply to Aadhar Act 2016 and the subsequent amendments as applicable to the products / services.

7.16 Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees / agents / persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

The Successful Bidder shall keep the Bank fully indemnified and making good against any loss, direct or indirect, which may subsequently turn into reputational loss to Bank.

Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from -

RFP 072020

- Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;
- Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act.
- the breach by the Bidder of any of its obligations under Confidentiality,
- Non-compliance of Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of Bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by Bidder.
- Act or omission in performance of service.
- Loss of data due to Bidder provided facility.

7.17 Corrupt and Fraudulent Practices

As per the Government directives, it is required that selected Bidders / Suppliers / Respondents observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy -

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Consultant (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.18 Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

7.19 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected

RFP 072020

Bidders shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary / Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements / contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

7.20 Non-Disclosure Agreement

The Bidder 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 Bidder protects its own confidential and proprietary information. The Bidder 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 Bidder 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 bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access.

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per Annexure 11.

7.21 Right to Reject Proposals

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if -

- It is not in conformity with the instructions mentioned in the RFP document
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD)
- It is not properly or duly signed
- It is received through email / fax
- It is received after expiry of the due date and time
- It is incomplete including non - furnishing the required documents
- It is evasive or contains incorrect information
- It is submitted anywhere other than the place mentioned in the RFP
- There is canvassing of any kind

RFP 072020

7.22 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

- "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgment or mistake of a person.
- "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP.

Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

7.23 DISCLAIMER

This Request For Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a bidder for Selection of **SMS Aggregator for Delivery of Domestic & International SMS** in accordance with the scope set out in the tender document for a period of 5 years. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (Whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information



RFP 072020

(whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, Respondents, representatives, agents, or advisors.



RFP 072020

Annexure 1 - Technical Proposal Covering Letter

[Location, Date]

REF:

To,

The General Manager
Information Technology,
Bank of Maharashtra
"Lokmangal",
1501, Shivajinagar
Pune, Maharashtra, India

Dear Sir,

We, the undersigned, offer to provide the services to Bank of Maharashtra in accordance with your Invitation for RFP Ref No _____ dated DD/MM/YYYY.

We are hereby submitting our response to your RFP invitation with all the desired information and documents.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials] -
Name and Title of Signatory -
Name of Firm -
Address -



RFP 072020

Annexure 2 - Letter of Authorization for submission of the proposal

<ON LETTERHEAD OF THE BIDDING COMPANY>

To,
The General Manager
Information Technology,
Bank of Maharashtra,
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

<Bidder's representative Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company in dealing with RFP of reference <RFP No. & Date> _____. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorized Signatory

<Company Name>

Seal

RFP 072020

Annexure 3 - Eligibility Criteria

To qualify for submission of the bid, each bidder must meet all of the following pre-qualification criteria in their Technical Bid so as to get eligible for technical evaluation. Please note that either the Indian agent on behalf of the principal or principal itself can bid but both cannot bid simultaneously for the same item / product in the tender.

If an agent submits bid on behalf of the principal, the same agent shall not submit a bid on behalf of another principal in the tender for the same item / product.

Following shall be the Eligibility Criteria for this RFP -

Sr No	Eligibility criteria	Support Documents required to be submitted by bidder
1	The Bidder submitting the offers should be a Government Organization / PSU / Private / Public Limited / Partnership / Proprietorship / other firms under Indian laws and shall be in existence for the last 3 years on the date of RFP	Certificate of incorporation
2	Bidder should have average minimum turnover of Rs. 50 Crore each during last three financial years (2016-17, 2017-18 & 2018-19). This must be the individual company turnover and not that of any group of companies.	Copy of CA certified Audited Balance sheet for each of the financial years
3	The Bidder should be a profitable company or should have positive net worth of Rs 10 Crore in at least two of the last three financial years (2016-17, 2017-18, 2018-19)	CA certified copy of Audited balance sheet containing Profit and Loss statement for each Financial years should be submitted
4	Bidder should have been offering SMS Aggregation services in at least two PSB / Scheduled Commercial Bank in India at the time of issuance of the RFP and should have been in the SMS Aggregation business in India for last 3 years on date of issue of RFP	Relevant Purchase Order copies / satisfactory performance certificate from the client is to be submitted
5	The Bidder should have valid registration as a SMS Telemarketer with TRAI	Registration Certificate with TRAI is be submitted
6	Bidder should have direct connectivity / tie up / arrangement with minimum 3 Domestic telecom service providers for delivering message to Domestic Numbers (even when they are on International Roaming) & with minimum 2 international service provider for delivering message to International Numbers	List of Aggregators / Telecom Operators and the countries each of them is connected with is required to be submitted and copy of relevant documentary proof should be submitted



RFP 072020

7	Bidder should have a capability to handle at least 100 Lakh Real Time SMS alerts per day for Banking Transactions	Purchase Order / Performance certificate is required to be submitted
8	Bidder should be an ISO 9001 / 27001 certified company	Please submit copy of ISO Certificate
9	The bidder / members of the Consortium should not have been blacklisted by any Government Organization / Banks, Self-declaration to that effect should be submitted along with the Technical Bid	Undertaking on Company's letterhead as per Annexure H to be submitted by the bidder
10	The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure 12	Annexure 12



RFP 072020

Annexure 4 - Details of Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr No	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone / Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2016-17 2017-18 2018-19	
9.	Profit / Net worth of the company (not of group) 2016-17 2017-18 2018-19	
10.	Goods And Services Tax Number	
11.	Income Tax Number	
12.	Whether direct service provider or authorized service providers / agent	
13.	Name and Address of Service provider in case of authorized service provider	
14.	Brief Description of facilities for sending SMS, inspection, testing, Support and quality assurance	
15.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc)	
16.	ISO 9000 / 9001 / 27001 certification	



RFP 072020

Annexure 5 - Details of Supply / Work Order

Sr No	Name of the Client	Purchase Order / Indent Number & Date	Location / s	Amount	Details of Order (Supply with details e.g. No of SMS , no. of branches etc)

RFP 072020

Annexure 6 - Commercial Bid Format (On Letter Head of Bidder)

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	
2	Charges for Domestic financial transactional SMSs		10,00,00,000	
3	Charges for Domestic & informational / promotional SMSs		5,00,00,000	
4	Charges for International SMSs (OTP, Financial Transactions, promotional)		5,00,000	
5	Charges for WhatsApp messages		5,00,000	
6	Charges for Bulk email services		5,00,000	
	Total Cost of Ownership (TCO)			
	TCO in words			

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
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



RFP 072020

Annexure 7 - Format for Pre - Bid Queries

A) Queries Related to RFP

RFP 072020		Selection of SMS Aggregator for Delivery of Domestic & International SMS			
BIDDERS NAME					
Sr No	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP 072020	Selection of SMS Aggregator for Delivery of Domestic & International SMS	
BIDDERS NAME		
Sr No	General Query related to RFP	Comment / Suggestions



RFP 072020

Annexure 8 - Conformity Letter

(If applicable)

(Proforma of letter to be given by all the bidders participating in Selection of SMS Aggregator for Delivery of Domestic & International SMS)

Date - _____

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

Dear Sir,

Sub - RFP for Selection of SMS Aggregator for Delivery of Domestic & International SMS

Further to our proposal dated _____, 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, provided however that only the list of deviations furnished by us in Annexure 14 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, 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,

Authorized Signatory Designation
Corporate name



RFP 072020

Annexure 9 - Proforma for BG

<On letter head of promising Bank & stamped in accordance with the stamp Act>

Guarantee for Payment of Earnest Money / Security Deposit

Bank Guarantee No

Date

Period of Bank Guarantee - Valid up to

Amount of Bank Guarantee - 10% of Total Cost of Ownership

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

THIS DEED OF GUARANTEE made at thisday 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.

1. Whereas the Beneficiary had invited tenders for vide tender No XXXXXX dated _____ for **Selection of SMS Aggregator for Delivery of Domestic & International SMS**
2. 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 25 Lakh (Rs. Twenty Five Lakh 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 6 months from the date of issue.
3. M/s _____ hereinafter referred to as the said 'Contractors' have given their offer for providing the services of **SMS Aggregator for Delivery of Domestic & International SMS** 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.
4. 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. 25 Lakh (Rupees Twenty Five Lakh 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 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



RFP 072020

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 -

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____)
- b. This Bank Guarantee shall be valid up to _____ and
- c. The Bank _____ on or before _____ (date of expiry of the Guarantee)
- d. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Clause 28 of the Indian Contract Act, 1872. In other words, the Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963. Commission of the claim period also be charged to the customer.

Or

If a Bank Guarantee is issued with a claim period of less than one year on top of the Guarantee period, then such guarantee will NOT have the benefit of Exception 3 of the Clause 28 of the Indian Contract Act, 1872. In other words, the Bank issuing such guarantee could stand exposed to period of limitation under the limitation Act, 1963, which period is 30 years when the Government is the guarantee beneficiary and 3 years when any other party is the guarantee beneficiary.

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

Signed, sealed and delivered by Mr
For and on behalf of the Guarantor Do so and
to affix the seal of the Bank, in the presence of



RFP 072020

Annexure 10 - Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of RFP XXXXXX

- 1) We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document No XXXXXX for selection of SMS Aggregator for Delivery of Domestic & International SMS
- 2) 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.
- 3) We agree that we are deemed to have accepted the all rules on participation at the bid. 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.
- 4) We agree not to divulge either our bids or those of other suppliers to any other external party.
- 5) Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
- 6) 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.
- 7) BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
- 8) 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.
- 9) Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
- 10) BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
- 11) Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
- 12) We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
- 13) Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
- 14) If successful, We are agreed to provide uninterrupted service for next 5 years

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

Name -
Designation -
Organization -

Stamp -
Date -
Signature -
Place -



RFP 072020

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 company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and 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 -

- 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.

RFP 072020

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 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.



RFP 072020

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)



RFP 072020

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 forThe 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.

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

RFP 072020

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) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(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.

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.

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

RFP 072020

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.
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.



RFP 072020

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)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness 1
(Name & Address)

Witness 2
(Name & Address)

Annexure 13 - GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction -

Bank of Maharashtra intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

1) Rules for E Procurement Auction (Reverse Auction) -

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand / accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

- i. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following , duly signed by the Competent Authority who signs the offer documents in response to the RFP -
 1. Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
 2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
 3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint / grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. DATE/ TIME FOR TRAINING:

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. DATE/ TIME OF REVERSE AUCTION:

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be



RFP 072020

obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. CONDUCT OF REVERSE AUCTION:

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.

h. PROXY BID:

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

i. TRANSPARENCY IN BIDS:

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

j. MASKING OF NAMES:

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

k. START PRICE:

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE-7 OF RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of ANNEXURE-7 OF RFP. This total value is taken as the start price of the bidding process.

l. DECREMENTAL BID VALUE

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
- ii. The bid decrement value shall be in multiples of Rs. 1,00,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of ANNEXURE 7 OF RFP proportionately by the system.

m. REVERSE AUCTION PROCESS:

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per ANNEXURE-7 OF RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not

RFP 072020

available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. EXPENDITURE ON REVERSE AUCTION:

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

o. CHANGES IN BUSINESS RULES:

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. OTHER INSTRUCTIONS:

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. ERRORS AND OMISSIONS:

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

2) Terms and conditions of Reverse Auction -

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in ANNEXURE-6 OF RFP to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.



RFP 072020

- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 072020 are only eligible to participate in Reverse Auction Process.
- l. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



RFP 072020

Annexure 14 - FORMAT OF CONFORMITY LETTER WITH DEVIATIONS / SUGGESTIONS

(If applicable)

(Proforma of letter to be given by all the bidders participating in the Tender Process)

Date

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

Dear Sir,

Sub: RFP for Selection of SMS Aggregator for Delivery of Domestic & International SMS.

Further to our proposal dated _____, 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, provided however that only the list of deviations furnished by us in Annexure 14 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, 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.

Details of Deviations -

Yours faithfully,

Authorized Signatory Designation

Corporate name



RFP 072020

Annexure 15 - SELF DECLARATION

Date _____

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

In response to the RFP No _____ dtd _____ as owner/ partner/
Director of _____ I/ we hereby
declare that our agency _____

1. is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
2. has never been blacklisted / barred / disqualified by any regulatory / statutory body.

We are aware that if any of the above mentioned information is found to be incorrect, the contract if awarded, will be terminated.

Name of the Bidder _____

Signature _____

Seal of the Company _____

RFP 072020

Annexure 16 - Technical and Functional Specifications

Sr No	Particulars	Compliance (Yes / No)
1	Provide SMPP and/or HTTPS-API with/without XML support to the Bank with multiple accounts for sending messages	
2	The API should support encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm	
3	Delivery reports need to be sent using SMPP or HTTPs-API in prescribed format as required by the Bank	
4	Ability to send and receive National / International Push and Pull messages to & from national / International GSM, CDMA as well as 2G/3G/4G/5G mobile handsets	
5	Features like monitoring of total SMS sent/ received within a day/ week/ month, time delay (if any) in sending the SMS no failed SMS, invalid mobile numbers, no of push and pull SMS sent	
6	Bank should be able to generate detailed report in Excel/ Pdf and any other format specified. The Bank should be able to generate 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	
7	The SMS services should be scalable to meet the requirements of the Bank for the next 5 years from the date of placing the Purchase Order. Considering the similar growth on year on year basis	
8	Dynamic (numeric as well as alphanumeric) sender IDs should be supported for domestic as well as International SMSs	
9	Bidder to arrange an acceptance test for Bank to check for trouble - free operation before go-live	
10	Sender ID allotted should be unique for our Bank and It should not be used by any other entity across the globe. Vendor need to submit the declaration for the same	
11	Selected bidders have to provide 10 easy to remember long code(s) / short code in the ratio of L1:L2::7:3, to receive incoming SMSs from customers	
12	Bidder should have solution to send voice over OTP. Voice over OTP need to be send in case of failure of OTP through SMS	
13	Proposed solution should have facility to send multilingual SMS in all Indian languages	



RFP 072020

Sr No	Particulars	Compliance (Yes / No)
14	The proposed solution should have capability for filtering of duplicate message	
15	The bidder should provide suitable means such as website/ Portal/ tool for the generation of MIS reports and should also have an option for showing the current status of messages	
16	Bank need to send promotional SMS to all customers. The bidder should provide Website portal for sending promotional bulk message. There should be provision to send instant message and schedule the delivery of SMS. Portal should also have Bulk uploading of SMS	
17	SMS Solution should be ready to be integrated with WhatsApp (Android, iOS & Windows OS) functionality with authorized tie up/license with OEM	
18	Aggregator should support SMS delivery to all International locations e.g. Middle East, UK, USA, Canada, Russia, Honk Kong, Singapore, Malaysia, Australia, Germany, France, Spain, Netherlands, Switzerland, Austria etc	
19	The bidder should have the facility of online filtering of the DND numbers on real time basis	
20	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	

We hereby confirm that solution proposed by us is meeting all the Technical and functional requirement of the Bank as mentioned in the RFP.

Signature & Seal of company

Date

Place



RFP 072020

Annexure 17 - Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To

The Deputy General Manager
Information Technology,
Bank of Maharashtra,
Lokmangal, 1501,
Shivajinagar,
Pune

Sir ,

Sub - Selection of SMS Aggregator for Delivery of Domestic & International SMS

We hereby undertake that the proposed RFP “ **Selection of SMS Aggregator for Delivery of Domestic & International SMS** ” solution to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions / modifications done)

Yours faithfully,

Authorized Signatory

Name

Designation

Bidder's Corporate Name Address

Email and Phone