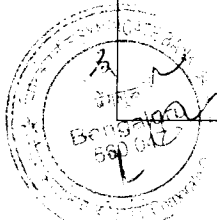


Sub: Request For Proposal (RFP) for Procuring Solution for SMS Gateway Services for incoming and outgoing messages with three years Contract Period.

Tender Document Details:

Tender Reference Number and Date	RFP 287/CO: DIT/Proc-SMS dated 10/01/2019
Last date for seeking Pre-bid clarifications/queries through email @ ditprocure@syndicatebank.co.in	18/01/2019
Date for Pre bid meeting	21/01/2019 at 15:00hours
Last Date & Time for submission of Bids in Online Mode	05/02/2019 upto 16.00hours (Physical Submission of Bids will not be accepted)
Documents to be submitted physically by Bidders (Offline Mode)	<ol style="list-style-type: none"> 1. Earnest Money Deposit/Bid Security 2. RFP Cost 3. Annexure-B Bid Form 4. Printout of Acknowledgement issued by e-tendering system after successful submission of Bid Documents in Online Mode. 5. Integrity Pact (Duly Signed) <p>Note: Companies registered as Micro/Small Units under MSME/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2</p>
Last Date & Time for submission of Physical Documents (Offline Mode)	07/02/2019 up to 16.00hours
Date of opening of Bids (Online) &(Off-line)	07/02/2019at 16.30 hours
Earnest Money Deposit/Bid Security	₹75.00 Lakh in the form of Bank Guarantee valid for 6 months from the last date of submission of Bids (Mode of submission: Offline).
RFP Cost	Non-refundable ₹29,500/- (₹25,000/- + GST @18% i.e. ₹4,500/-) in the form of DD along with GSTIN. (Mode of submission: Offline).
Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s e Procurement Technologies Ltd. through Website https://syndicatebank.abcprocure.com.</p> <p>Following activities will be conducted online through above website: a) Submission of Bid for Eligibility Criteria and for</p>



	<p>compliance to Technical Specifications</p> <p>b) Bid Evaluation for Eligibility Criteria and Technical Specifications</p> <p>c) Clarifications, if any, sought by bank</p> <p>d) Online Sealed Bid (Only for Technically responsive bidders)</p> <p>e) Online Reverse Auction (Only for Technically responsive bidders)</p> <p>Representatives of Bidders will be given required training for e-Procurement process by our Service Provider, M/s e Procurement Technologies Ltd. (abc Procure).</p>
Documents to be uploaded online	<p>The documents to be uploaded as part of online bid submission, are as follows :</p> <ol style="list-style-type: none"> Eligibility Criteria, along with all supporting documents required. All annexure as per RFP on Company's letter head with authorizing person's signature and company seal on all pages. All supporting documents and product literature in support of Technical specifications. Relevant brochures Technical Specifications/Proposal as per Annexure-I. <p>Any other information sought by the Bank with relevant to this RFP.</p>

[Please note: The above mentioned dates are tentative dates and the Bidder acknowledges that he cannot hold Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.]

This RFP document is available at our Bank's website, www.syndicatebank.in and can be downloaded from the website. Clarifications, Modifications and date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.

Issued by:

Chief Information Officer
 Department of Information Technology,
 Corporate Office,
 2nd Floor, Commercial Complex, National Games Village,
 Koramangala, Bengaluru – 560 047.

Contact Info:

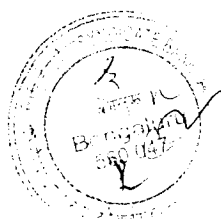
Tel: 080-25705785
 Fax: 25705800, 25705790
 eMail-Id: ditprocure@syndicatebank.co.in

Check list to Bidders:

Bidder should submit following documents as part of Technical Bid:

Sl. No	Particulars	Remarks
1.	Cost of Bid	Offline
2.	Bid Security (as per Annexure D)	Offline
3.	Eligibility Criteria (Point No. 1 to 16)	Online
4.	Annexure A (Other Important Terms and Conditions)	Online
5.	Annexure B (Bid Form)	Offline
6.	Annexure C (Undertaking letter for Authenticity)	Online
7.	Annexure E (OEM / Solution Provider Authorization Form)	Online
8.	Annexure F (Bidder's Authorisation Form to their employee)	Online
9.	Power of Attorney / Board Resolution – for the person who signed Annexure F, To be uploaded in Annexure F Section.	Online
10.	Annexure G (Terms & Conditions Compliance table)	Online
11.	Annexure H (Service Support Form)	Online
12.	Annexure I (Technical Specification Compliance Table and Brochure, if any)	Online
13.	Annexure J (Turnover, P&L- Financial Statements / Reports & Experience)	Online
14.	Annexure K-1 (Compliance to Online Sealed Bid & Reverse Auction Process)	Online
15.	Annexure L - Performance BG	Only by successful bidder after receiving PO
16.	Annexure M - Escalation Matrix	Online
17.	Annexure N – Conformity Letter	Online
18.	Annexure P- (Non-Disclosure Agreement) (On ₹ 200/- Stamp Paper)	Only by successful bidder after receiving PO
19.	Annexure Q Details Of Hardware And Software / Operating Systems	Online
20.	Annexure S – Satisfactory letter	Online
21.	Annexure T – Integrity Pact	Offline
22.	Annexure U- Technical Compliance Statement	Online

All documents meant for physical submissions (offline documents) should be properly filed to facilitate easy handling. (Spiral binding must be avoided).



To,

All Eligible Bidders.**Request for Proposal (RFP) for Procuring Solution for SMS Gateway Services for incoming and outgoing messages with three years Contract Period.**

We request you to submit your proposal for the above mentioned requirements as per the specifications detailed in **Technical Specifications (Annexure-I) and Scope of Work.**

1) Brief introduction about the Existing Setup:

Syndicate Bank (Bank) is a premier Indian Public Sector Bank having a network of more than 4000 Branches / Offices across the country. All the Branches of the Bank have been covered in Enterprise Wide Network of Core Banking Solution (CBS) of the Bank. The Data Centre of the Bank is located in Navi Mumbai and Disaster Recovery Centre in Bangalore.

The Bank desires to replace the present solution for SMS Gateway Services with a top class solution for SMS gateway services with 24x7x365 availability. The bank proposes to procure a robust, reliable and feature-rich solution to deliver outgoing and receive incoming SMS to/from customers' mobile phones on real time basis and also send promotional messages and transactional alerts. Approximately, 7crore messages are being sent as transactional messages every month.

Bank also intends to obtain web (Internet) based utility for sending SMS in bulk by various Offices to its various officials conveying various informal /official communications every day. The Bulk SMS that are sent are mostly informal official communication and are meant for various functionaries of the Bank viz., Executives of the Bank, Branch Managers, Marketing Officers, other Branch Officials etc. The contents of the SMS would generally convey some business statistics, a reminder or a simple greetings message etc. The Bank sends approximately 1crore SMS per month.

To meet the above requirement, Bank is looking for a web (Internet) based utility for sending SMS to user Mobiles as per the Specifications furnished in this document.

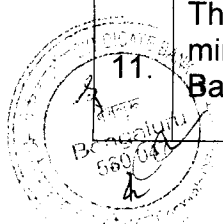
The Bidder shall undertake the project as per the Scope of Work and Technical Specifications provided in this document. The Bidders have to furnish the details of the Hardware and Operating System required for implementing the project as per Annexure – Q. Both Hardware and Software will be provided by the Bidder at their own cost.

2) Eligibility Criteria:

The bidders are required to comply with all the below stated criteria:

Sl. No.	Details	Supporting Documents to be submitted
1.	Bidder should be a registered company and should be present in India for last 03 years.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company)

Sl. No.	Details	Supporting Documents to be submitted
2.	The Bidder / Bidder's parent company should have earned Net profit in at least two out three of preceding Financial Years and Operating profit in the other Financial Year as per the audited Financial Statements and should have a positive Net Worth of at least ₹36.00 Crore .	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-J (I).
3.	The Bidder/ Bidder's parent company should have an average turnover of at least ₹72.00Crore or above during the immediate last three Financial Years.	Audited Financial Statements or audited report form chartered accountant. Turn over details are to be mentioned in Annexure-J (I).
4.	The bidder should be a registered with TRAI for telemarketing as per RBI guidelines.	Certificate of TRAI
5.	The Bidder should confirm that the software solution offered should be capable of integrating with Core Banking Solution running in the Bank viz. Flexcube from M/s Oracle Financial Services Software Ltd and other Applications of Bank. The vendor is required to provide the interface of their software with Bank's Core Banking Solution and other Applications.	Self-declaration letter
6.	The bidder should have capability of maintaining the SMS sent data logs for at least 1 year	Self-declaration letter
7.	The Bidder should have implemented a similar solution in at least one bank/financial institution in India during the last two years. The solution offered should be currently running successfully as on the date of this RFP.	Xerox copies of Purchase orders from FIs / Banks for having implemented the SMS facility or a certificate from such clients
8.	Bidder should have a capability to handle at least 50lacs Real Time SMS alerts per day for banking transactions of Banks.	Satisfactory documentary proof is to be submitted
9.	The Bidder should have direct connectivity with at least 5 major operators such as Airtel, Jio, BSNL, MTNL, Aircel, Tata, Idea, Vodafone etc.	Copies of certification/agreements with the operators with which it has direct connectivity
10.	The Bidder should also have arrangements with minimum of one overseas mobile operator for international operation for pushing SMS messages to our Non Resident customers.	Copies of certification/agreement with overseas mobile operators / service providers
11.	The Bidder should be able to allocate a minimum throughput 500 SMS/sec to Bank.	1. Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie up to deliver SMS Alerts.



Sl. No.	Details	Supporting Documents to be submitted
		2. Undertaking to be provided for atleast minimum throughput of 500 SMS/sec to bankfor delivery of SMS.
12.	The Bidder should have Own Service support centre at Bangalore/Mumbai.	Service Centre details with postal address, contact person name, email, phone/Mobile numbers etc.
13.	The Bidder should have provision for assigning long code for the Bank	Self-declaration letter
14.	The Bidder's Data Centre and DR Site should comply with all RBI/Government guidelines issued from time to time in respect of Data security and compliance.	Self-declaration letter
15.	The Bidder and OEM should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years and the said disability should not be in force.	Undertaking letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory
16.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of Syndicate Bank.	Self-declaration letter

The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria may result in outright rejection of the bidder's proposal. The Bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which, the Bid Proposal will not be considered for further evaluation.

3) Integrity Pact:

- The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- The bidder shall submit signed integrity pact as per Annexure-T. Those bids which are not containing the above are liable for rejection.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Integrity Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusions from future business dealings.
- The Integrity Pact Agreement submitted by the bidder during the Bid Submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee /AMC if contracted whichever is later

- Integrity Pact, in respect of a particular contract would be operative stage of invitation of Bids till the final completion of the contract .Any violation of the same would entail disqualification of the bidders and exclusions from future business dealings.
- Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact Details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Dr. K Saleem Ali Email:saleemali53@gmail.com	Shri. Anand Deep Email:anand.deep117@gmail.com
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4) Broad Scope of Work:

Syndicate Bank desires to provide top-class SMS Banking services & SMS Alerts with 24x7x365 availability.

- Messaging platform should be able to handle volume of 10 crore transactional SMS/Email monthly.
- Platform should also be able to handle other applications SMS volume of around 2 Crores monthly.
- Bulk SMS volume of around 0.5 Crores monthly in addition to promotional messages as and when required by bank.
- Bidder should scale-up/upgrade the system (Hardware / Software) to handle increased volume not limiting but upto 12 crores transactional SMS at their cost.

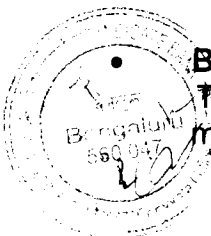
The messaging Platform provided by the bidder must include following features:

- **Reliability and timeliness:**
The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks such as GSM, CDMA etc. The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information. The messaging Platform must give commitment to service levels with guaranteed delivery times with necessary reports to track message delivery.
- **Secured & trusted environment:**
The equipments at the bidders end must be part of a network operator secured infrastructure and must offer trusted message environment
- **Uniform application access:**
A single uniform access number is necessary across multiple network operators and multiple countries.
- **Best-in class application platform:**
Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel

The messaging Platform must offer following four categories of SMS Services:

- **Broadcast**

This category of service must allow the Bank to send informational or promotional messages to all or a group of customers/officials. Some examples are change in



the Interest rate, change in policy affecting customer, launch of new scheme etc, for customers and quick business statistics, reminders, etc., to internal officials.

- **Schedule**

This category of service must allow the Bank to send the message to its customers on a pre-defined schedule basis. Some examples are daily account balance, monthly delivery of account statements etc.

- **Events**

This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are all credits, all debits, Balances below specified limit, Term deposit maturity, loan EMI due date, payment receipt etc.

- **Interactive Services**

This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time. Some examples are Balance inquiry, Mini Statement etc.

The services are to be provided for a period of **three years** from the date of acceptance of the implemented solution by the Bank. However, the contract will be reviewed at the end of every year for continuance of the services and contract may be extended for another three years.

Bidder should provide a network based solution having a facility of configuration of long codes in the network.

The brief description of SMS/Email services that Bank is planning to avail is as under:

- Process, send and receive multi-lingual SMS to fulfil any need related to CBS transactions using predefined rules including push, pull and USSD based SMS alert services.
- Process and send SMS using long codes and missed call banking
- Sending OTP to customer mobile numbers.
- Sending eMails in addition to SMS for certain messages if the eMail id is provided in addition to the mobile numbers.
- Integration of the SMS gateway with various business applications such as CBS, Internet Banking, Mobile Banking, HRMS System, ATM Switch and schemes like DBTL, Rupay Card, PMJJY etc for sending SMS and Integrate with Indian CBS Operations and Overseas CBS Operations and Internet Banking.
- Send SMS in bulk using a web (Internet) based utility for use by various Offices of the Bank to its various officials conveying various informal /official communications every day. System should support uploading of data through Line Sequential Text/ Excel files
- The selected vendor will be required to ensure that SMS services offered are in conformity with TRAI guidelines issued from time to time.
- Sending SMS in response to Missed Call (e.g. for balance enquiry, mini statement etc).
- Sending emails for Financial/Non-financial Transactional alerts, OTP alerts, new user creation/ forgot reset password credentials, promotional/awareness emails and email alerts from any other application.

It is the responsibility of the Bidder to change / upgrade / customize the infrastructure at all levels for ensuring the compliance to statutory bodies, GOI/DFS/RBI/TRAI/IBA and VISA guidelines at no extra cost to the Bank.

5) The time schedule for Delivery, Implementation and Commissioning:

The entire solution for SMS Gateway Services has to be implemented within 6 weeks from the date of acceptance of Purchase Order. Entire application software, other necessary software components and suitable hardware (scalable servers for high availability and performance) has to be provided by the Bidder.

For any delay, over and above time lines from the date of acceptance of Purchase Order, LD @ 0.5% per week subject to a maximum of 10% contract value with applicable GST on LD amount will be levied and recovered from the final payment due. GST applicable to LD amount shall also be recovered.

However, if there is a delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Syndicate Bank at respective locations. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

As per Law, GST will be charged @18% on LD charges and the same will be recovered from the Bidder.

User Acceptance Testing: Once the solution is provided by bidder, Bank will perform the User Acceptance Testing (UAT) on an environment equivalent to Production and will accept the solution on successful UAT completion.

6) Uptime:

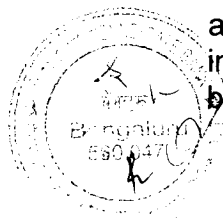
Since installation of the proposed product would be a critical solution for our customer services and the Bank expects the product will have a uptime of 99.99% on monthly basis and availability for branches and controlling offices to use the system since critical SMS'es and eMails will be sent to banks customers and for internal communication. The bidder should ensure that any major issue or problem reported should be resolved at the earliest so that there is no operational issue faced by the bank. Any degradation from the agreed uptime shall invite penalties as detailed in the RFP. Uptime will be measured according to Application availability.

If the critical/high priority issues leading to failure in usability of the Product reported is not resolved within 1 day of reporting the same the Bank shall have full right to levy penalty @ Rs. 5,000/- (Rupees Five Thousand Only) per day, subject to a maximum of 10% of the contract value.

7) Penalties/Liquidated Damages:

Penalty for defect and downtime in SMS/email Services:

The Bank expects 100% delivery of outgoing and incoming messages. Payment will be made only for the messages for which proof of acknowledgement is given. In addition, if the percentage of delivery is below 99% during the month for which invoice is submitted the penalty (calculated on quarterly basis) will be charged as below:



- 99% to 100%-- 0% of the amount payable
- 97.00 to 98.99 -- 5% of the amount payable
- 95.00 to 96.99 -- 10% of the amount payable
- 93.00 to 94.99 -- 15% of the amount payable
- 91% to 92.99 %-- 25% of the amount payable
- Less than 91.0% – 40% of the amount payable

While calculating delivery percentage, the following delivery failure cases will be excluded:

Inbox Full, International Roaming, Mobile Number blacklisted, Mobile switched off, Out of range, Invalid mobile number

Penalty for delay in transmission of messages/emails

If the percentage of messages delivered during the month for which invoice is submitted is less than 99% of total messages generated, penalty will be charged as below:

For transactional/OTP messages – messages not delivered within 60 seconds

- 99% to 100%-- 0% of the amount payable
- 97.00 to 98.99 -- 5% of the amount payable
- 95.00 to 96.99 -- 10% of the amount payable
- 93.00 to 94.99 -- 15% of the amount payable
- 91% to 92.99 %-- 25% of the amount payable
- Less than 91.0% – 40% of the amount payable

For bulk messages/emails – messages/emails not delivered within 30 minutes

- Delivered within 30 minutes – No penalty
- Delivered between 30 and 45 minutes – 50% of the cost of messages delivered with delay
- Delivered beyond 45 minutes – 100% of the cost of messages delivered with delay

Both the above Penalty/Liquidated Damages are independent of each other and are applicable separately and concurrently. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment. No payment will be made for the messages not delivered. However for OTP type and high priority messages should be delivered instantaneously.

As per Law, GST will be charged on Penalties/Liquidated Damages charges and the same will be recovered from the Bidder at prevailing GST rates during the time of levy.

8) Payment terms :

Within Thirty (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 Syndicate Bank, for

10% (ten percent) of the contract value valid for 42 months from the date of issue of BG as per Annexure- L.

- i. No payment shall be made to the successful bidder until Performance BG is submitted.
- ii. If PBG is not submitted by the successful bidder as per PO terms, Bid Security shall be invoked by giving notice to the Bidder.
- iii. Liquidated Damages at the rate of 12% per annum with applicable GST rates of the PBG amount shall be levied for the delayed period in submitting PBG.

All the systems shall be properly maintained irrespective of Non-claiming/ Non-renewal of maintenance charges by the Bidder in time.

Failure of the Selected Bidder to comply with the requirement of executing Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

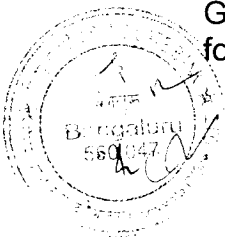
The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The scope of work is divided in different areas and the payment would be linked to delivery by the successful Bidder and acceptance by the Bank of each area as explained below:

All payments will be released from our office within 30 days of claim on submission of all relevant documents and proofs. The payments will be released through NEFT/ RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

One-time setup charges (if any):

- i) First instalment of **Forty (40) %** of the one-time charges for the SMS Gateway Services project along with 100% shall be paid **on receipt of solution (product)** and upon submission of the following documents:
 - a) Bidder's original Invoice (with Certified Xerox copy) showing Contract No, Software/Solution description, Quantity, Unit price, Amount claimed, Total Amount etc;
 - b) Delivery of Solution for SMS Gateway Services and Delivery Note signed by consignee or acknowledgement of receipt of Solution from the consignee with Name, Designation, BIC No., Mobile No, with Seal.
 - c) Manufacturer's/Bidder's Warranty Certificate. if any
 - e) Delivery of Software Licenses (Paper), if any, at CO: DIT, Bangalore.
- ii) Second instalment of **Forty (40) %** of the of the one-time charges for the SMS Gateway Services project shall be released **after UAT** and upon submission of the following documents:



- a) Certified Xerox copy of the Bidder's Invoice showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.;
 - b) Letter issued by Bank for completion of UAT.
- iii) Final instalment of **Twenty (20) %** of the of the one-time charges for the SMS Gateway Services project shall be released **on completion of Final Acceptance & after three (03) months of live sign off**. The vendor shall submit the following documents:
- a) Certified Xerox copy of the Bidder's Invoice showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.;
 - b) Letter issued by Bank for completion of Final Acceptance and final sign-off.

Monthly charges:

- Payment for the Services will be made on monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents.
- Bank will pay the rate per SMS/Email x actual no. of SMS/Email sent during the month after deducting Penalty.
- Payment will be made for outgoing SMS/Email as under:
 - (Net unit price quoted by bidder) x No. of SMS/Email sent in the month (subject to Penalty clause)
 - As per Press Release No.35/2013 and TCCP (Eleventh Amendment) Regulations by TRAI, provision has been made to exempt Government agencies from transactional SMS charges.
- For Promotional SMS, the charges fixed by TRAI for promotional messages should be taken into account..
- Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties, inter-connect charges or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank *suo moto*.

9) NON-DISCLOSURE INFORMATION:

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in Annexure- P.

10) WARRANTY:

The entire solution for SMS Gateway services solution shall carry a Free Comprehensive, Onsite Warranty for a period of three years from date of live sign off. The Bidder should support for a minimum period of 3 years. The Bidder warrants that the SMS Gateway services solution supplied under the Contract shall have no defect arising from design, materials or workmanship and should have at least three years licensed life support with the Bidder. This Warranty shall remain valid for a minimum period of 36 (Thirty-six) months after the solution, has been delivered, and installed, accepted and final sign off at the final destination indicated in the Contract.

11) Service Level Agreements (SLAs):

Within sixty (60) days of receipt of the Purchase Order, the Selected Bidder shall sign and date the SLA designed by the Bank and return it to the Bank. The SLA will include the terms/conditions as in RFP. The Bidder however may submit the SLA Form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

SUPPORT SERVICES:

The Bidder should have service support centres at Mumbai and Bangalore and service support should be available for 24*7 basis. Technical support should be available and provided incase of any issues/requirements. They should agree to provide support at any other centre in future if Bank so decides.

12) Regulatory Compliance:

The bidder has to adhere to all the norms/guidelines issued by TRAI or any other regulatory authority from time to time and comply with the same within the stipulated time frame.

The Bidder shall follow the rules and procedures in providing the above services as per the guidelines of TRAI/DOT/BSNL/MTNL. The Bank will not be responsible for any breach on your part in this regard or for any other legal or other claims/charges that may arise due to the breach of such guidelines.

Any other rules from regulator / government in vogue to be adhered and complied with.

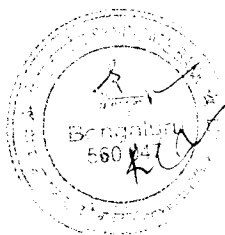
13) Authorization to Bid:

The proposal/ Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the company or organization sign the Bid. The designated personnel should be authorized by a senior official of the organization having authority to do so. The same person or a different person should be authorized, **who should have digital certificate with encryption feature (Class 3 Type) issued in company name** and should have authority to quote bid amount in on-line-seal bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc. to be provided.

The Xerox copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per Annexure-F

14) Bid Security and Cost of RFP:**14.1 Bid Security:**

- i. The Bidder shall furnish, as part of its Bid, a Bid Security for an amount of **₹75,00,000/- (Rupees Seventy Five Lakh Only)** in the form of a Bank Guarantee (BG) issued by a Scheduled Commercial Bank in India other than Syndicate Bank in the format enclosed (Annexure-D), to be valid for a period of



six months from the last date for submission of Bid Document, along with the Bid Documents.

- ii. The Selected Bidder's Bid Security will be discharged upon the Bidder's furnishing the Performance Security in the form of Bank Guarantee for 10% (ten percent) of the contract value, valid for **42 months** from the date of issue as per Annexure- L. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible upon bidder's request, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- iii. The bid security may be forfeited:
 - (a) If a Bidder withdraws its Bid during the period of Bid validity; or
 - (b) If a Bidder fails to participate and quote price in Online Sealed bids or
 - (c) Fails to login and quote in Reverse Auction Process (Bidder need to place their quote even if it is higher than the one already quoted/floor price. However quotes higher than floor price or previously quoted price will be rejected by the system & not displayed. But will be available in logs as an evidence of participation), or

In case of a successful Bidder, if the Bidder fails:

- (a) To accept Purchase Contract/ Purchase Order,
- (b) To furnish Performance Security valid for 66 months within the stipulated time, or
- (c) To supply the goods/services within the stipulated period. Or
- (d) Fails to comply with terms of RFP or Purchase Contract.

14.2 Cost of RFP:

A complete set of Bid documents may be purchased/submitted by any of the eligible bidders from this office upon payment of a non-refundable fee of ₹29,500/- (₹25,000/- + GST @18% i.e. ₹4,500/-) (Rupees Twenty Nine Thousand Five Hundred Only), in the form of a Demand Draft/Banker's Cheque in favor of Syndicate Bank payable at Bangalore. The same is available in our Bank's website, www.syndicatebank.in & portal website <https://syndicatebank.abcprocure.com> and can be downloaded from the website. In case the Bid document is downloaded from the website, the price of Bid document will have to be paid by handing over a non-refundable Demand Draft/Banker's Cheque for ₹29,500/- in favor of Syndicate Bank payable at Bangalore at the time of submission of the Bid. The GSTIN of the bidder is to be mentioned in the covering letter for Cost of Bid. The amount will not be refunded under any circumstances including cancellation of RFP or procurement process at any stage.

Bid Security & Cost of bid documents will be exempted for companies registered as Micro/Small Units under MSME/NSIC, subject to evidencing the fact that guidelines are applicable to Public Sector Banks and submitting documentary proof.

15) Response to RFP:

The bidder shall submit the offer for the full schedule of requirements. All responses should be in English language. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by Syndicate Bank, form part of the final contract between Syndicate

Bank and the selected Bidder. All envelopes should be securely sealed and stamped. The authorized signatories of the bidder should signature on all pages of the proposal.

Technical offer shall be submitted online as detailed above. All Bid Documents are to be uploaded properly and all pages of the Technical Bid should bear the company's seal and signature/s of the authorized person/s on all pages.

Envelopes containing the documents for physical submission must be super-scribed with the following information:

- RFP reference number, Name of bidder, Contact Person, Contact Address, E-mail address and Phone number.

16) Proposal Format:

i. Submission of Bids through e-Tendering Portal:-

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

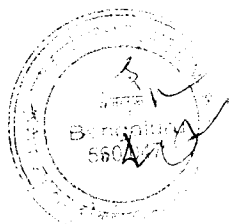
- a. Eligibility Criteria, along with all supporting documents required.
- b. All annexure as per RFP on Company's letter head with authorizing person's signature and company seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- e. Manufacturers' Authorization Form as per Annexure-E, if applicable.
- f. Technical Specifications/Proposal as per Annexure-I.
- g. Any other information sought by the Bank with relevant to this RFP

The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure/ Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

The Bid Document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered. Bidder's proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP. Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

ii. Rules for Web Portal Access:-

- a) Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.



- b) E-Tendering will be conducted on a specific web portal website (<https://syndicatebank.abcprocure.com>) meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
- c) Bidders will participate in E-Tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- d) In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
- e) In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
- f) However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- g) Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
- h) On account of this, the time for the E-Tendering cannot be extended and Bank is not responsible for such eventualities.
- i) Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- j) Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids upto the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- k) However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

iii. Information for Online Participation:-

- a) Bidders who wish to participate in online tenders will have to register with the website (<https://syndicatebank.abcprocure.com>) through the "New user Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.
- b) FACILITIES PROVIDED TO REGISTERED BIDDERS/ BIDDERS BY THE SERVICE PROVIDER M/S e-Procurement Technologies Ltd:

The following facilities shall be provided to the registered bidders/Bidders for participating in the e-tendering process.
 - I. Training to the Bidder for participating in the bids through e-tendering Website.
 - II. Registration with the e-tendering website.
- c) Bidders who wish to participate in this tender need to procure Digital Signature Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. In case bidders need any clarification regarding online participation, they can contact:

M/s e Procurement Technologies Ltd.

Address:

No.10/2, Narendra Plaza, Universal Business Centre,
Victoria Road, Bangalore – 560 047

Phone No : 080 - 4031176

Fax : 080 - 4031 6201

Ahmedabad HO Address:

A-201, Wall Street – 2, Ellisbridge,
Ahmedabad – 380 006

Phone:

079 40016815 / 40270566 / 68136822 / 40270502

Fax: 079 40016876

Mobile: +91 98799 96111

- d) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical available in respective tender only.
- e) Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents.
- f) After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

iv. Submission of Physical Documents:-

In addition to submitting/uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the RFP Reference number, due date, Name of the Bidder, etc.

- a) Earnest Money Deposit/Bid Security
- b) RFP Cost
- c) Annexure B- Bid Form
- d) Printout of Acknowledgement issued by e-tendering system after successful submission of Bid Documents in Online Mode.
- e) Integrity Pact (Duly Signed)

In case the above documents are not submitted on or before the due date mentioned in Bid Schedule, the bid will be rejected even if the copies of documents are uploaded in the Bank's e-tendering service provider website.

v. Other information:-

The bidder is not required to submit the Price Bid, as Bank will be conducting the Reverse-auction from the technically responsive Bidders. Bidders are requested to go through '**Rules for Reverse Auction**' as detailed in Annexure-K.

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to ditprocure@syndicatebank.co.in on or before **18/01/2019** strictly as per Annexure –J format. Pre-bid meeting will be conducted on **21/01/2019** at **03.00 PM** DIT premises.



The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website www.syndicatebank.in & portal website: <https://syndicatebank.abcprocure.com> and will form part of this RFP. Bidders are requested to take note of the same.

The Last date & time for submitting the Bid proposals online at our portal website: <https://syndicatebank.abcprocure.com> along with required supporting documents is **05/02/2019 by 16.00** hours. Any Bids received after the due date and time will not be accepted. Physical Submission of Bids will not be accepted.

The Last date & time for submitting the physical documents by bidders after successful submission of their bid proposal at our e-Tendering portal is **07/02/2019 upto 16.00 hours to Sri Rakesh Kumar Hardaha, Chief Manager(IT) or Sri Sravan Kumar K, Senior Manager(IT)**, Corporate Office-DIT, II Floor, Commercial Complex, National Games Village, Koramangala, Bengaluru 560 047.

17) Evaluation of Bids:

The Bank will evaluate the bid submitted by the bidders under this RFP. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

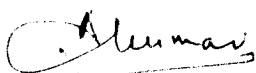
The physical documents submitted in offline by bidders will be opened for Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of Syndicate bank would be final and binding on all the bidders to this document. Syndicate Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in Annexure-I of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores. Technically responsive bidders will be finalised after evaluation of Eligibility Criteria and Technical specification.

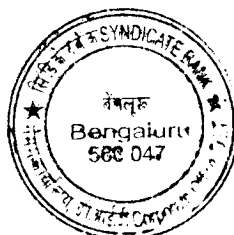
The Bids technically qualified will be informed for participating in Reverse Auction process. After Reverse Auction process, lowest Quoted Bidder will be declared as L1.

Note: Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason.

Yours faithfully



(Atul Kumar)
Chief Information Officer



ANNEXURE-A
OTHER IMPORTANT TERMS AND CONDITIONS

1 MANUFACTURERS AUTHORISATION FORM:

In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or Authorized distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main Bidder/s should be enclosed along with the Technical Bid. Proposals received without the authorization letter/s will summarily be rejected.

2 INSPECTIONS AND TESTS:

- i. The Bank shall have the right to inspect and test the goods to confirm their conformity to the Technical specifications at the premises of the Bidder or at the site of Installation. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspectors.
- ii. The Bank or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- iii. The inspections and test may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- iv. Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Bank.

3 BIDDER'S OBLIGATIONS:

- i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- ii. The Bidder's representative & local office at Bangalore will be the contact point for the Bank and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- iii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank.

4 TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of contract, by giving 30 days written notice of default sent to the Bidder and if the Bidder fails to cure the default within the notice period, may terminate this Contract in whole or in part:

- i. If the Bidder fails to upgrade any or all of the Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
- ii. If the bidder fails to perform any other obligation(s) under the Contract.



- iii. If the bidder is not providing after sales and maintenance services and the calls are not attended for three or more occasions the Bank is at liberty to terminate the contract by giving 30 days' notice.
- iv. Delay in Implementation of the Project beyond the specified periods.
- v. Non satisfactory performance of the Project during implementation.
- vi. Failure to upgrade the project as per the requirements of the Bank.
- vii. Serious discrepancies noted in the implementation of the project.
- viii. Breaches in the terms and conditions of the Order.
- ix. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the above conditions:

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

5 EFFECT OF TERMINATION

- i. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- iii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide warranty services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- iv. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- v. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

6 INDEMNITY:

- i. The selected 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 law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.

- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

7 LIABILITY OF THE SELECTED BIDDER:

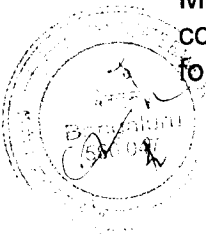
- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- iii. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

8 NEGLIGENCE:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

9 FORCE MAJEURE:

- i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to 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 nature or of



- public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank 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.
 - iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
 - iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

10 CHANGES TO RFP

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion upto the date of submission of bids.

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

Bidder 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.

- i. Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is 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. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- ii. Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Bidder for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- iii. Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. Pricing – It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

11 INFORMATION OWNERSHIP

All information processed, stored, or transmitted by bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the bidder does not acquire implicit access rights to the information or rights to redistribute the information. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately

12 PUBLICITY

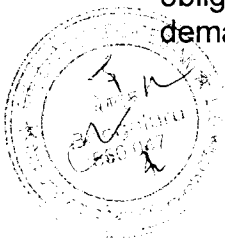
Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

13 INSPECTION OF RECORDS

All bidder's records with respect to any matters covered by this RFP shall be made available to the Bank or its designees 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 data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the 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.

14 COMPLIANCE WITH LAWS

- i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all 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 tender 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.
- ii. Compliance in obtaining approvals/permissions/licenses: The 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, 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 Bidder.



15 RESOLUTION OF DISPUTES

- i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.
- ii. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Bangalore, India only.

16 ASSIGNMENT

Bank may assign the hardware, software and other equipments (including electrical and civil) provided therein by the bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors or 3rd party, at its sole option, upon the occurrence of the following: (i) bidder refuses to perform; (ii) bidder is unable to perform; (iii) termination of the contract with the bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the bidder. In the event of bidder hiring a sub-contractor /3rd party, the bidder shall ensure that the said subcontractors or 3rd party shall agree to provide such services to the Bank at no less favorable terms than that provided by the bidder and shall include appropriate wordings to this effect in the agreement entered into by the bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the bidder to perform or termination/expiry of the contract

17 OWNERSHIP, GRANT AND DELIVERY

- i. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.
- ii. The bank reserves the right to use the excess capacity equipments supplied by the bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural bank at no additional cost other than the prices mentioned in the commercial bid. The bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and other equipments. Further the bidder also agrees that such use will not infringe or violate any license or other requirements.

18 PRIVACY & SECURITY SAFEGUARDS

The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair,

replaced, or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location.

19 GUARANTEES

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware, related software and other equipments must be supplied with their original and complete printed documentation

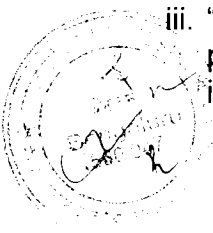
Bidders should provide reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).

20 CONTRACT RE-NEGOTIATION

- i. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- ii. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the bidder's offer does not match such lower price. Notwithstanding the foregoing, the bidder shall continue to have the same obligations as contained in this RFP except in relation to such equipment procured from third-party suppliers.
- iii. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

21 CORRUPT AND FRAUDULENT PRACTICES

- i. As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- ii. "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
- iii. "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 bidders (prior to or after offer submission)



designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- iv. The Bank reserves the right to reject a proposal for award if it determines that the 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, 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.

22 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 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 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.

23 Liability for Losses:

The successful bidder shall be liable for the losses incurred by the bank for not meeting the security standards or desired security aspects of the ICT resources.

24 VIOLATION OF TERMS

The Bank clarifies that 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 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.

25 NON-DISCLOSURE INFORMATION:

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in Annexure – P.

26 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. BANK

reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

27 SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

28 COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

29 CONFIDENTIALITY OF THE BID DOCUMENT

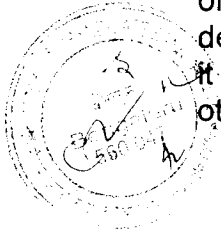
The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

30 DISCLAIMER:

This RFP is not an offer by Syndicate Bank, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorized officers of Syndicate Bank with the Bidder.

31 OTHER TERMS AND CONDITIONS:

- i. The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank and the Bank will not be liable to pay any interest on such payments withheld by the Bank.
- ii. The Bank reserves the right to get the facilities of the service provider audited by RBI/Bank approved agency either before awarding the contract or during the contract period.
- iii. Selected Bidder or its authorized agents or its employees shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work, the Selected Bidder need to provide prerequisites at the time of bid submission.
- iv. Selected Bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for



- any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- v. Selected Bidder shall strictly comply with the provision of safety codes relevant for the completion of all deliverables documented in this RFP.
 - vi. No extra claim shall be entertained on account of all the redo of work on account of Selected Bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Bidder.
 - vii. Information Provided: The Request for Proposal (RFP) document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
 - viii. Costs Borne by Respondents: All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.
 - ix. Recipient Obligation to Inform Itself: The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
 - x. In case the solution offered or any part thereof are imported, the price quoted in the Bid by the Bidder will be firm & final and any fluctuation in foreign exchange rates shall not have any bearing on the price quoted in the Bid. The prices quoted should be in Indian Rupees only.

**ANNEXURE-B
BID FORM**

Ref No.....

Place:.....

Date:.....2019

Chief Information Officer
SyndicateBank, Corporate Office, Department of Information Technology,
II Floor, Commercial Complex,
National Games Village, Koramangala,
BANGALORE-560 047

Dear Sir,

Having examined the 'Request for Proposal RFP No: RFP 287/CO: DIT/Proc-SMS dated 10/01/2019, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, commission and maintenance of the solution mentioned in the schedule of requirements in conformity with the said RFP at the prices to be offered in the commercial bid and is made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Goods in accordance with the Delivery Schedule specified.

If our Bid is accepted, we will obtain the Guarantee from a Bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for total contract period from the date of acceptance of Purchase order.

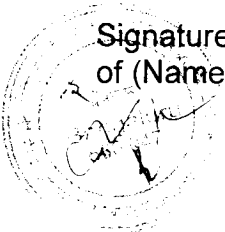
We further confirm that,
Until the Purchase Order is accepted, this Bid, together with your written acceptance thereof & your Notification of Award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity
(If none, state none)

We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this..... Day of 2019

Signature) (In the capacity of) duly authorized to sign Bid for & on behalf
of (Name & Address of the Bidder)



ANNEXURE-D
BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its Bid dated ____ 2019 for _____ hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that We _____ having our Registered Office at _____ (hereinafter called "the Bank") are bound to Syndicate Bank, Corporate Office, Department of Information Technology, Koramangala, National Games Village Bangalore (hereinafter called "the Bank") in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____ 2019.

The Conditions of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder fails to participate in Online Sealed bids to quote initial price and fails to login and quote in Reverse Auction Process (Bidder need to place their quote even if it is higher than the one already quoted/floor price. However quotes higher than floor price or previously quoted price will be rejected by the system & not displayed. But will be available in logs as an evidence of participation),
- 3 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid; or
 - c) Fails to supply the goods within the stipulated period. or
 - d) Fails to accept the purchase order or
 - e) Fails to comply with any terms and conditions of RFP or Purchase Order.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or more conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including ----- 2019, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

ANNEXURE -E
SOLUTION PROVIDER'S AUTHORISATION FORM

No.

Dated: / /2019

Chief Information Officer
SyndicateBank, Corporate Office,
Department of Information Technology,
II Floor, Commercial Complex
National Games Village, Koramangala,
BANGALORE-560047

Dear Sir,

Sub: RFP No: RFP 287/CO: DIT/Proc-SMS dated 10/01/2019

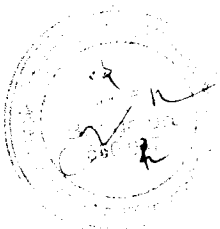
We Who are established and reputable solution provider of etc. having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full onsite guarantee, onsite warranty support as per Clauses of Contract for the goods and services offered for supply by the above organization against this RFP and we will provide service support for three years to the Bidder.

Yours faithfully,

(NAME)
(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.*



ANNEXURE-F
LETTER OF AUTHORISATION TO BID

No.

Dated: / /2019

Chief Information Officer
SyndicateBank, Corporate Office, Department of Information Technology,
II Floor, Commercial Complex,
National Games Village, Koramangala,
Bengaluru-560047

Dear Sir,

This has reference to your above RFP for **Solution for SMS Gateway Services for incoming and outgoing messages with three years Contract Period** Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide RFP No: RFP 287/CO: DIT/Proc-SMS dated 10/01/2019 on _____ on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number	Certifying Agency	Valid up to

ANNEXURE-H
SERVICE SUPPORT FORM

However, Bidder's representative and local office at Bangalore will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both.

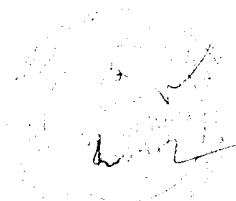
Service Support Details	Contact person, Designation, Mobile No.	Address
Bangalore Office details. (For single point of contact from Corporate Office for any issues on delivery, service support etc.)		
Mumbai Office Details		

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. for after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

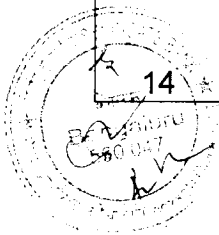
Company Seal

Signature of the Bidder



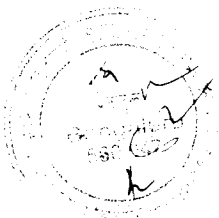
ANNEXURE-I
Technical Specifications

Sl. No.	Particulars	Complied (Yes/No)	Remarks
1	The solution should have the facility to prioritise the outgoing messages so that it is possible to send certain critical messages immediately.(OTP)		
2	messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled Events ,Interactive SMS		
3	The bidder should have the facility of online filtering of the DND numbers. Feature of Blacklisting/Purging of Lists of Invalid Numbers/ DND numbers.		
4	Tie-up between aggregators and multiple service providers should be available for outbound messages		
5	The solution must offer a retry as well as re-routing mechanism (for messages that cannot be delivered immediately) and a job scheduling mechanism		
6	There should be a facility to send International SMS and these messages to be delivered on time.		
7	The bidder should have their own SMS Gateway infrastructures like Servers, Communication links, Software/Applications etc for messaging related activity.		
8	The bidder should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if port is provided in URL		
9	The bidder needs to bring in the necessary hardware (compute, storage and OS) and application software for his application, which interfaces with Bank's CBS and other systems and also with vendor's SMS Gateway. (Oracle database will be provided by the Bank)		
10	The solution should use latest version of Oracle 12c and above as database or should be portable to Oracle.		
11	The bidder will be required to create the necessary setup (Hardware, Software, etc) to carry out the tests in UAT and live environment.		
12	It is the responsibility of the Bidder to change/upgrade/customize the infrastructure from time to time for ensuring the compliance to statutory, RBI, TRAI and IBA guidelines at no extra cost to the Banks Bidder to provide undertaking		
13	A client application / database of the SMS aggregator should be setup at Bank DC, Mumbai and DR, Bangalore respectively, configuration of which should be strong enough to handle the volumes given by Bank		
14	Solution should support multiple Aggregators, if one of the aggregator system is down then the application should be able connect automatically (without manual intervention) to another aggregator seamlessly.		



15	Load Balancer appliance solution (with physical box level High Availability) should be provided.		
16	If the Bank desires, connectivity with the bidder's infrastructure will have to be provided through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and line from each service provider should be capable of handling the entire load.		
17	Capability to integrate with any of the Bank's applications at a future date. The Bulk SMS Services should have the capability to meet this requirement without any change in its functionality.		
18	The Service Provider should support smooth migration from the existing SMS applications / User Accounts. The service provider should support porting of existing SMS API / long code / short code / virtual mobile number / miss call number codes of Bank including recurring cost associated with these activities		
19	The solution should support multiple protocols like HTTPS, SMPP, JMS, AMQP, MQTT, REST, Web Sockets, etc		
20	The bidder should integrate their SMS gateway with our Internet Banking Applications, CBS System, ATM Switch, HRMS System and other related systems in coordination with respective vendors. The system should be scalable to handle more applications as and when added.		
21	Bidder should have the API for sending SMS which can be consumed by different applications to send an SMS.		
22	The solution should be able to integrate with other applications like Rupay Card, DBTL, PMJJY for sending SMS alerts. Integrate with Indian CBS Operations and Overseas CBS Operations and Internet Banking.		
23	Web based User Interface for creation and maintenance of the web services		
24	SMS Application should have the facility to pick alerts from different databases/tables and send it to mobile number and/or email present in Database.		
25	All outgoing transactional messages (SMS) are to be delivered to the mobile subscriber within 30 seconds of generation of message (i.e. there is no network congestion and mobile is within network). This time may be up to 1 minute in exceptional cases like network congestion or mobile is not within network.		
26	If in any case delivery period is beyond the above specified period (30 second), the bidder has to submit the valid reason for such delay.		
27	All outgoing promotional messages are to be delivered to the mobile subscriber within 30 minutes of receipt of the message at bidder's server.		

28	All incoming messages (SMS) should be delivered to Bank's Internet Banking or other relevant systems within 5 seconds of receipt of the message at bidder's server.		
29	Bidder should provide acknowledgement for delivery of each SMS message and should submit reports providing the time of receipt of SMS at their server, time of delivery to mobile subscriber concerned for each message. There should be a system in place to monitor the same		
30	Middleware should contain the table having SMS Alert Generation Timestamp, Picked Time, Delivery Status and Time. This should be updated on real-time basis.		
31	Bidder should have the capability to send emails.		
32	Bidder should have the API for sending Emails. Which can be consumed by different applications to send an email.		
33	Ability to deliver the Missed Call Banking facility – When a customer calls the Toll Free Number / Landline Number / Virtual Mobile Number, the call should get cut after one ring and after checking for authenticity, (Sample Flow: customer missed call -> call is cut -> SMS vendor sends a request to banks system in a particular format -> gets response bank system -> sends back the data as SMS to customer) a message should go to the number. Such as giving balance and last 3 transactions in the Primary Account No. Bidder should be able to provide the toll free / landline / VMN. But the number will be owned by Bank (if necessary we will provide the no/SIM already existing). Bidder to provide integration		
34	The Bank will check the time taken in delivery of messages Whenever any abnormal delivery period is observed, the bank may require justification for the same. If proper justification is not provided, the Bank may consider these messages as undelivered and apply penalty as for undelivered messages. The bidder accepts the same.		
35	The bidder should provide facility to download delivery status of at least previous two months.		
36	The bidders should provide the monitoring facility for the bulk SMS facility for each user office/department/section.		
37	The bidder should provide front end tool to monitor and check delivery of SMS and emails.		



38	<p>For generation of MIS reports and for showing the current status of the messages, the bidder should provide suitable tools/portal/website. The MIS report should have the following minimum fields:</p> <ul style="list-style-type: none"> a. Sender Name/ID b. Message text c. Mobile number d. Message Category (Transactional/Promotional) e. Bearer (CDMA/ GSM) f. Operator g. Circle h. National i. Bearer (GSM/CDMA) j. Details of message received at the gateway (Date and time). k. Details of the message send to the operator(Date and time). l. Details of the message delivered to the end subscriber (Date and time). m. Status of message send. n. Description of the status <p>Service provider will facilitate MIS portal for SMS sent, VMN & Miss call facility. The MIS report should be customizable as per Bank's requirement. (Timeline wise report, template wise reports, interface wise report, sender id wise report etc.).</p>		
39	<p>There should be sync between the Bank's server and the bidder's server and the delivery report should reach the banks server in real time.</p>		
40	<p>The bidder should provide the archives of all the messages sent to their gateway on the Bank's SFTP location/ Tape drive.</p>		
41	<p>Delivery report should reach to Bank's middleware in real time and timestamp of bidder's server should in sync with Bank's middleware's server.</p>		
42	<p>There should be a portal to check the status of Email delivery. This portal should have real time status. If not delivered it should have the proper reason for non-delivery.</p>		
43	<p>There should be a portal to Block/ Unblock the email id for sending an email alerts.</p>		
44	<p>Bidder is required to provide protection against the following threats:</p> <ul style="list-style-type: none"> a. Man-in-middle Attack b. Reply Attack c. Message Disclosure d. Spamming e. Denial of Service Attack f. SMS Phone Crashes g. SMS Viruses h. SMS Phishing 		

45	The API should support the encryption decryption for the entire API parameters supporting DES/ 3DES/ AES and upcoming algorithm in future.		
46	SMS Security: The SMS messaging has some extra security vulnerabilities due to its store-and forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The SP is required to take care of the security issues: a. Confidentiality of the SMS sent or received - Only the valid communicating parties can view the SMS b. Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration. c. Non-repudiation - no party can deny the receiving or transmitting the data communicating between them.		
47	The SMS messages should be encrypted at the sender end and decrypted at the receiver end. The solution should support 168 bit to 256 bit encryption. The solution should take care of the security gap by addressing the inherent limitations of message security. The solution should be secured and should take care of the following security vulnerability that is SMS spoofing, SMS Viruses, SMS Phishing, DOS Attacks and spamming, including Man in the middle attack		
48	Bidder should be able to comply with VA, VAPT and IS/RBI Audit requirement		
49	Bidder's SMS Gateway should support Virtual Mobile Number (VMN) for incoming messages. (SMS reply option)		
50	Ability to deliver one long code (Virtual Mobile Number) for incoming messages		
51	The bidder should support virtual mobile number (for incoming SMS) of at least any one of the Major Service Providers-like Airtel, Vodafone, Reliance, BSNL/MTNL etc.		
52	Virtual Numbers once activated for the Bank will be property of the Bank. 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 Bank. Virtual Number should be taken in the name of the Bank.		
53	The bidder should specify the Choice of SMS Pull Service – Long Code / Virtual Mobile Number		
54	Bidder should have the facility to integrate with all existing Keywords used by bank for Pull SMS & other Services.		
55	Bidder should have the facility to Add new Keywords as and when required by Bank		

56	Bidder should be able to handle existing volume of 10 crore SMS/Email monthly and should be able to handle incremental counts in addition to any other Application's SMS/Emails		
57	The solution must provide Zero Data loss in any circumstances		
58	The bidder's system should be able to handle messages sent in Hex format.		
59	The bidder will be required to carry out the live testing in case of Customers issue of non-delivery of sms		
60	In SMS Solution there should be a facility to add footnote in SMS as and when given by the bank such as updating Aadhaar or Wishing New Year in every SMS for a certain period of time		
61	Multilingual messaging solution (all Indian languages).		
62	The Bulk SMS Services and related systems should conform to the requirements of the IT Act 2000 and its subsequent amendments.		
63	Bidder should have the onsite support in Bangalore and Mumbai in case of any issues.		
64	Sending SMS/Email to one/many Mobile Numbers/Email IDs.		
65	The utility should be Menu Driven.		
66	Accessing the utility with user-ids/passwords.		
67	Facility of Admin Utility to maintain Users.		
68	The Admin User should be able to draw reports for any other user.		
69	The contents of the messages may exceed 160 characters and hence utility should have the feature of delivering such messages as a single message		
70	Maintaining Address Books/Groups for Mobile Numbers/Email including Import/Export of Address books.		
71	Generation of period wise (maximum of last 6 months) Reports on SMS/Email sent including various status wise like Delivered, Undelivered, If undelivered reason thereof etc.		
72	Bulk upload of SMS/Email from Excel file.		
73	Exporting reports to Excel.		
74	Scheduling SMS/Email		
75	The vendor should provide monthly backup of all SMS/Email sent by various users.		
76	Help desk facility to be provided by the Service Provider.		
77	The utility should deliver the SMS/Email to all Office Mobiles/Emails of the officials of the Bank even though the Mobiles might have been registered in NDNC. For such Mobiles, if required Bank will provide a Declaration for forceful delivery.		
78	The vendor will try to deliver the SMS/Email within a time frame of 15 minutes on best effort basis.		

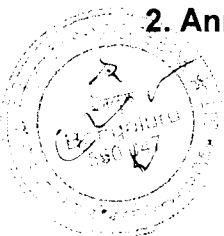
79	The Bank should be able to send SMS/Email to around 50 lakh mobile phones of different service providers in a single stroke without any manual intervention. The bidder should provide the required software interface for typing the messages to be sent and should also inform as to how the entire process of transmission will be internally handled by the vendor.		
80	The Bank should be able to send SMS/Email to different groups created based on requirement. The Bank will provide/create the groups as per requirement.		
81	The bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same and the same to be provided to the Bank as and when required or along with monthly invoices raised.		
82	The bidder should be able to send SMS messages to all the Mobile Phone service providers (both GSM and CDMA) across the country.		
83	Run SMS and email campaigns on behalf of the bank (e.g. Message to all bank customers etc)		
84	Front end options to monitor SMS/Email bulk delivery and message/email status		
85	Credit limits should be maintained through Admin Portal		
86	Provide Internet based utility for sending SMS in bulk by various offices of the Bank to its various officials conveying various informal /official communications every day. The number of such messages will be approximately 1crore or above per month		
87	The bidder should provide facility for free format SMS through file upload of mobile numbers in text format.		
88	Bidder should ensure smooth migration of all existing Bulk SMS Accounts with existing Sender IDs		
89	Bidder Should provide portal to create new SMS/Email users and Reset password option.		
90	Bidder should ensure creation of new Sender IDs as and when required by bank		

Note:

For Technical Specifications, The Bidder shall be awarded full marks one (1) for a line item if it is Fully Compliant (FC) - No Customization is required, half marks (1/2) for a line item if it is Partially Compliant (PC) - customization is required and no marks for a line item if it is, Non Compliant (NC) - Feature cannot be made available in the product.

1. Score calculation is as follows:

Total Score = (Total marks obtained* 100)/Maximum Marks (No. of line items in the requirements of Annexure I)

2. Annexure I must have minimum scoring of 75 as per above formula.

ANNEXURE –J**1. TURNOVER AND P&L DETAILS:****(Bidders have to submit Xerox copies of Audited Balance Sheet / P&L).**

(Amount in ₹.)

F Y	Turnover	Net-worth	Profit and Loss

2. Experience details:**(Submit Xerox copies of POs as support documents).**

Details of solution provided to meet eligibility criteria:

Srl. No.	PO No. and date	Order placed by Organisation	Qty.	Cumulative Total

3. Clarifications/Amendments required on this RFP Terms and Conditions:**(It is to be submitted in word document in the following format)****(It is to be submitted to submit their clarification/queries in word document in the following format)**

Sl.No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments
01.			
02.			
03.			
04.			

(No need to submit these clarifications at the time of bid submission. If submitted, it will be ignored)

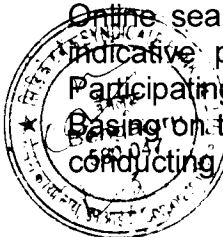
ANNEXURE - K
RULES FOR REVERSE AUCTION

Sl.No.	Particulars	Details
1.	Buyer Name	Syndicate Bank Corporate Office: DIT NGV Shopping Complex II Floor, NationalGamesVillage Koramangala Bangalore – 560047
2.	Auction to be conducted by Service Provider	Name: M/s e-Procurement Technologies Ltd. <u>Bangalore local Address:</u> No.10/2, Narendraplaza, Universal Business Centre, Victoria Road, Bangalore – 560 047 Contact Persons : Mr.RobinKennedy - 09845484101 Fax : 080 - 4031 6201 Email : robin@abcprocure.com Mr.ParinDesai - 09374519754 <u>Ahmedabad HO Address:</u> A-201, Wall Street – 2, Ellisbridge, Ahmedabad – 380 006 Phone: 079 40016815 / 40270566 / 68136822 / 40270502 Fax: 079 40016876 Mobile: +91 98799 96111
3.	Website address for Online Sealed Bid/ Reverse Auction Date of Auction	https://syndicatebank.abcprocure.com Auction Date : Will be Intimated Online Initial Sealed Bid Time: Online Reverse Auction Time: (With extension as applicable)
4.	Documents attached	Rules and Terms & Conditions of Reverse Auction : Compliance Statement (Annexure K-1) Price Bid Confirmation (Annexure K-2)

Online Sealed Bid:

Bank desires to make use of e-procurement process for procurement of computer related items etc. at its Corporate/Regional Offices

Online sealed bid is to be conducted from the technically responsive bidders to get the indicative price to the Bank during the online sealed as per price schedule of RFP. Participating bidders should have a valid digital certificate to participate in online sealed bid. Based on the quotes and also market enquiries on the products, start price will be fixed for conducting the Reverse Auction. Decremental value and its multiples are also fixed.

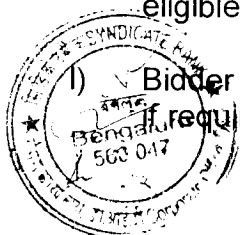


Online Reverse Auction

Reverse Auction event will be carried out among the Technically Responsive Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

PROCESS OF REVERSE AUCTION :

- a) Bank had engaged the services of Service Provider through RFP process for conducting Online Reverse Auction on behalf of the Bank.
- b) The Bank had issued a Purchase Order on the Service Provider, clearly detailing the roles and responsibilities of the Service Provider who hosts the web portal and conducts the Online sealed Bid and Reverse Auction.
- c) For the proposed reverse auction, technically responsive bidders having a valid digital certificate alone shall be eligible to participate.
- d) Details like event date and time, start price, bid decrement, extensions etc., will be communicated to the participating Bidder.
- e) For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each eligible Bidder for this purpose, if required.
- f) The Service Provider will provide all necessary training and assistance where ever required before commencement of online bidding (sealed bid/reverse auction) on Internet. Service Provider / auctioneer are responsible for conducting training to all technically responsive bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard for any clarifications.
- g) Wherever it is considered necessary and asked by the Bidders or as decided by the service provider or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- h) Each Bidder shall participate in the training/ mock reverse auction at his / their own cost.
- i) Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.
- j) Reverse auction will be conducted on schedule date & time and the same shall be communicated in advance.
- k) Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse auction. Without this the Bidder will not be eligible to participate in the event.



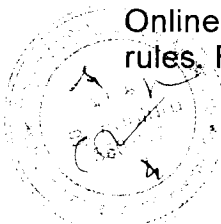
- l) Bidder is required to give their indicative price to the Bank during the online sealed bid, if required by the Bank. Timings of the online sealed bid will be intimated by the Bank

in advance.

- m) Start price and decremented value for conducting the Reverse Auction will be notified by the Bank.
- n) All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom the login ID and password were assigned by the Service Provider / auctioneer.
- o) Any bid once made through registered Login ID & password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP/ for which reverse auction was conducted at the bid price offered during the Reverse Auction.
- p) Every successive bid by the Bidder being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.
- q) The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.
- r) The time limit for online Reverse Auction is half an hour to two hours excluding further extensions. Bank can fix 5 to 10 further extensions/unlimited extensions at 10 minutes each depending upon the size of the project.
- s) Reverse auction may be conducted either on entire line items as per the price schedule of RFP or on single total evaluated cost. At the end of reverse auction event, the lowest Bidder value will be known on the network and have to submit the detailed price schedule as per RFP.
- t) The lowest Bidder has to fax the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 24 hours of auction without fail.
- u) Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- v) The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- w) The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- x) Bank's decision on award of Contract shall be final and binding on all the Bidders.

Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of business rules. Following are the 'Rules and Terms & Conditions' of Online Reverse Auction.



1. Definition :

“Bank” means Syndicate Bank

“Service Provider” means the third party agency / company who have been selected by the Bank for conducting online sealed bid/Reverse Auction through RFP process.

“Bidder” means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.

“L1” means Bidder who is quotes lowest during the online reverse auction.

2. Eligibility of Bidders to participate in Online sealed bid/Reverse Auction:

- 2.1. Bidders who are technically responsive in terms of the relative Terms & Conditions (Eligibility criteria/Technical specifications) of the RFP and accept the Business Rules of Reversion Auction and submit the undertaking as per the prescribed format in ANNEXURE-K-1 can only participate in Reverse Auction related to the procurement for which RFP is floated.
- 2.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid Digital Certificate.
- 2.4. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
 - 2.4.1. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure K-1 (Compliance Statement)
 - 2.4.2. Agreement between Service Provider and Bidder, if any. This format will be given by the service provider prior to announcement of Reverse Auction.

3. Training:

- 3.1. The Service Provider shall impart training on the Reverse Auction to representatives of all technically responsive bidders as provided by CO:DIT for participation in Reverse Auction.
- 3.2. All rules & procedure related to Reverse Auction will be explained during the training.
- 3.3. The Bank/Service Provider may also conduct a “Mock Reverse Auction” to familiarise the Bidder/s with Reverse Auction process.

- 3.4. Date, Time, Venue etc of training will be advised at appropriate time by the service provider.
- 3.5. Technically responsive bidder / his authorized representative have to attend the training, if required to the participating bidders, as per the schedule and at the specified venue at his / Bidder's own cost.
- 3.6. No request from the Bidders for change in training schedule and/or venue will be entertained.
- 3.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- 3.8. Any Bidder not participating in the training process, will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

- 4.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible and technically responsive Bidders at least one or two days prior to the Reverse Auction Date.
- 4.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.
- 4.3. Reverse Auction initial period will normally be for one hour.
 - i. If further extensions are there after the initial reverse auction period and If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
 - ii. If further extensions are not there, auction shall get closed automatically within the specified initial period.
- 4.4. The initial time period of Reverse Auction and Maximum number of its extensions and its time, decremental value and details of multiples of decremental value are subject to change and will be advised to technically responsive bidders before the start of the Reverse Auction event.
- 4.5. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price OR scrap the reverse auction process OR proceed with conventional mode of tendering.

5. Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

6. **Price Schedule:** The Bidder, during the 'Reverse-auction', shall quote the Prices as per the following format:



SMS Gateway Service with a contract period of 3 Years:

(Amount in ₹)

A. One Time Setup Charges:

S. No.	Particular	Total Amount
1.	One Time Setup/Implementation Cost.	

B. Normal Transactional Messages/Email

S. No.	Particular	Net Unit Price (a)	No of Messages per month (for evaluation) (b)	Cost per annum (c) = (a)*(b)*12	Total Amount (for 3 Year) (d)=(c)*3
1	Outgoing domestic messages (From SMS Banking CBS System, ATM switch and other related systems, USSD).		6,50,00,000		
2	Outgoing International messages (From SMS Banking CBS System, ATM switch and other related systems, USSD).		50,00,000		
3	Bulk SMS		1,00,00,000		
4	Incoming Messages for SMS Banking (SMS Pull) (The cost is for both receiving the message from the customer and sending the reply message to the customer)		1,00,000		
5	Missed Call Banking (The cost is for both receiving the call from the customer and sending the reply message to the customer)		1,00,000		
6	Email (from CBS System, ATM switch and other related systems)		50,00,000		
	Total of B				
	Grand Total (A+B) – TCO				

NOTES:

- I. The above quotes are exclusive of taxes.
- II. The quantity mentioned above is indicative and for evaluation purpose only. Payment will be made on actual quantity.
- III. All applicable taxes are payable extra at actuals.
- IV. The final quotes during reverse auction should be valid for Contract period from the date of acceptance of purchase order by the L1 Bidder.
- V. All the technically responsive bidders should participate and quote for all items during the Online Sealed Bid.
- VI. Bank may conduct Reverse Auction for the Grand Total.
- VII. L1 Bidder has to submit detailed breakup of the quotes as per price schedule, in addition to Annexure-K-2.
- VIII. L1 status is determined based on 'GRAND TOTAL' (Total Cost of ownership).
- IX. Bank at its sole discretion can Extend Time of Reverse Auction.
- X. When one of the technical responsive bidders places a valid bid i.e. quotes less than or equal to the floor price, other bidders need to place their quotes even if it is higher than the one already quoted/floor price. Such bid however will be rejected by the system & not displayed. But will be available in logs as an evidence of participation.

7. Start Price:

- 7.1 Bidder needs to give their indicative price to the Bank during the ONLINE SEALED BID. Timings of the Online sealed bid will be intimated by the Bank in advance.
- 7.2 Bank shall determine the Start Price for Reverse Auction
 - a. On its own and / or
 - b. Bank may determine the start price on the basis of the lowest quote of indicative commercial bids received during ONLINE SEALED BID, or
 - c. on the basis of market enquiries about the rates at that time
- 7.3. Bank may conduct the Reverse Auction on a single amount i.e., grand totals of all items including AMC as per price schedule of RFP. The Lowest Evaluated bidder have to submit the detailed price schedule as per RFP.

8. Decremental Bid Value:

- 8.1. The bid decrement value and whether decremental value is in multiples- Yes or No option, will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price as per Banks requirement.
- 8.2. Bidder is required to quote their bid price only at a specified decremented value.
- 8.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.
- 8.4. Bid decrement value shall be rounded off to nearest 100s or 1000s etc

9. Web Portal and Access:

- 9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- 9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 9.4. In the event of failure of Systems/Connectivity at the Bidders end (due to any reason whatsoever it may be)
 - 9.4.1. It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed bid price online so that the service provider will upload that price online on behalf of the Bidder.
 - 9.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed.
 - 9.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.
 - 9.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
- 9.5. In order to ward-off such contingent situation
 - 9.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - 9.5.2. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
 - 9.5.3. Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - 9.5.4. On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
 - 9.5.5. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to web portal site of Reverse Auction Irrespective of the cause.
- 9.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.

9.7. Neither Bank nor Service Provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, internet problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. **(Bank will not entertain any correspondence in this regard)**. Bidder should make alternate arrangements in place of such eventualities.

10. TRANSPARENCY IN BIDS:

All participating 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 them at any point of time during the auction time.

11. MASKING OF NAMES:

11.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction :

- i) Start (Opening) Price
- ii) Leading / Lowest Bid Price in Auction (only total price)
- iii) Last Bid Price placed by the respective Bidder.

11.2. Names of Bidder/s shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.

11.3. After completion of Reverse Auction, the Service Provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of all the participating bidders with his / their original names.

12. Finalisation of the Successful Bidder:

12.1. At the end of Reverse Auction event Service Provider will provide all necessary details of the bid prices and reports of Reverse Auction to the Bank.

12.2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will declare the L1 Bidder, if there is no further techno-commercial evaluation . Bank's decision on award of Contract shall be final and binding on all the Bidders.

12.3. L1 Bidder or all bidders (in case of further techno-commercial evaluation) have to fax the duly signed filled-in prescribed format (ANNEXURE-K-2) as provided to Bank within 24 hours of Reverse Auction without fail. The Original signed ANNEXURE-K-2 should reach the Bank within 48 hours of Reverse Auction without fail along with detailed price schedule as per RFP.

12.4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.

12.5. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

12.6. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated, Bank may call for sealed Commercial Bids from all the Technically responsive Bidders and the commercial bids shall be opened as per Bank's standard practice.

13. Bidder's Obligation:

13.1. Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at



any point of time. If any such practice comes to the notice, Bank shall disqualify the Bidder / bidders concerned from the reverse auction process.

13.2. Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

14. Change in Rules and Terms & Conditions of Reverse Auction:

14.1. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.

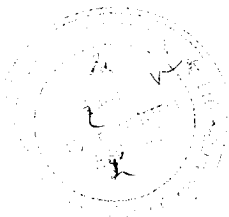
14.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & conditions of Reverse Auction at any point of time.

14.3. Modifications of Rules and Terms & conditions of Reverse Auction will be made available on website immediately.

14.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

15. Errors and Omissions

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



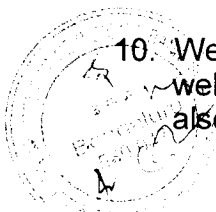
ANNEXURE - K - 1
COMPLIANCE STATEMENT FOR ONLINE SEALED BID & REVERSE AUCTION
(To be submitted in Company's letter head by all the Bidders participating in online sealed bid & Reverse Auction)

Date:

To
Chief Information Officer
Syndicate Bank, Corporate Office
Department of Information Technology
2nd Floor - NGV Shopping Complex
Koramangala, Bangalore – 560 047

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Syndicate Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in online sealed bid and Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC at our end, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us, on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
8. We also confirm that we have a valid digital certificate with encryption feature (class 3 type) issued by a valid Certifying Authority.
9. We shall fax the duly filled in, detailed signed Price schedule as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.



- 11. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
- 12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of our back out or inability to supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 13. We confirm having nominated our authorised representative Mr./Ms. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the Company.
- 14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
- 15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the online sealed bid/Reverse Auction.
- 16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name -
 Company / Organization -
 Designation within Company / Organization -
 Address of Company / Organization -

Name of Authorised Representative
 (Participating in Reverse Auction) : Mr. /Ms. _____
 Designation of the Authorised Representative : _____

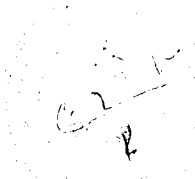
Signature of Authorised Representative : _____

Verified the signatures of Authorised Representative by

and Signature of the Authorised Signatory

Name :
 Company seal:

Date: _____



Annexure- K - 2
Price Bid Confirmation

(To be submitted in Company's letter head by the L1 Bidder)

Date:

Chief Information Officer

Syndicate Bank , Corporate Office, Department of Information Technology
2nd Floor - NGV Shopping Complex, Koramangala, Bengaluru – 560 047

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction, held on _____ in
respect of RFP Ref. No. _____ Dated _____ for procurement of _____

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under -

Rs. (in figure): _____

Rs. (in words): _____

We confirm that:-

We enclose herewith the detailed break-up of above price as per Bill of Material/ detailed price schedule of RFP. We undertake to submit the Original Price Schedule duly signed with detailed break-up of above bid price as per price schedule of RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case, Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future RFPs of Bank.

We are bound to supply the items as per RFP requirement at the above final bid price of Reverse Auction.

We note that in case of back out or not supplying as per the above rates quoted by us during the reverse auction, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future RFPs of Bank

Signature and Name of the Authorised Signatory:

Designation in Company :

Name of the Company :

Address of Company :

Email:

Mobile:

Fax No:

Company Seal



ANNEXURE-L
Performance Bank Guarantee Form

To

Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor N G V Commercial Complex
Koramangala, Bangalore 560 047

WHEREAS (_____) has undertaken in pursuance of the contract no. _____ dated _____ to, inter-alia, supply of _____ as per the contract document (herein after called "The Contract"), dated _____

AND whereas it has been stipulated by you in the said contract that _____ shall furnish you with a performance bank guarantee by a recognized bank for the sum of ` _____ specified therein as security for compliance with the _____ performance obligations in accordance with the contract.

AND whereas we have agreed to give you the guarantee on behalf of _____

THEREFORE, we hereby affirm that we as guarantors are responsible to you, on behalf of _____, up to a total of ` _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the contract and without cavil or argument, any sum or sums within the limit of ` _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to ` _____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Bangalore on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

ANNEXURE-M
Escalation Matrix

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

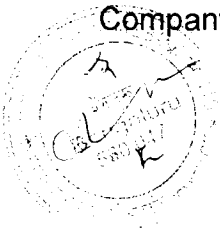
Any change in designation, substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation:

Company Seal:



ANNEXURE -N
Conformity Letter

Proforma of letter to be given by all the bidders participating in RFP No. RFP 287/CO: DIT/Proc-SMS dated 10/01/2019 on their official letterheads

To
Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor, N G V Commercial Complex
Koramangala, Bangalore 560 047

Dear Sir,

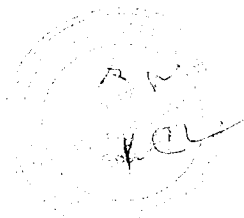
Sub: Ref. no: RFP 287/CO: DIT/Proc-SMS dated 10/01/2019

Further to our proposal dated _____, in response to the Request for Proposal (hereinafter referred to as "RFP") issued by Syndicate 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 RFP and the related addendums and other documents including the changes made to the original tender documents issued by Syndicate Bank, provided however that only the list of deviations furnished by us in 'Annexure J. Clarifications required for this RFP Terms and Conditions' of the main RFP document which are expressly accepted by Syndicate Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Syndicate 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 Syndicate Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name



ANNEXURE-O***PARTICULARS OF BIDDER / SOLUTION PROVIDER***

Sl. No	Particulars	Details
A	Bidder's Profile	
1	Name of the Firm/Company	
2	Constitution	
3	Date of Establishment/Incorporation/ commencement of business	
4	Address	
	Registered Office Corporate Office	
5	Telephone No	
	Mobile No	
	FAX No	
	E-mail Address	
	Website	
6	Addresses of other Offices:	
	1.	
	2.	
	3.	
	4.	

Signature of the Authorised Signatory with date & seal
(Full name and Designation of authorised signatory)



ANNEXURE-P
NON-DISCLOSURE AGREEMENT

This Agreement (the "**Agreement**") is entered into on this ____ day of _____ by and between;

Syndicate Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Manipal and a Corporate Office at Bangalore represented by herein (hereinafter called **Disclosing Party or the "Bank"**),

And with _____ and address at _____ the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank ;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

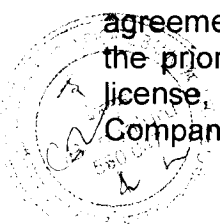
2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank.



All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a * (* duration of the Original Agreement plus 10 years) (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of

computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

8. Notice of Breach.

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (*state*), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable,



such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-(Bank) Signature: Name: Title: (Authorized Signatory) Witness: Signature: Name: Address:	SIGNED for and on behalf of :-(Company) Signature: Name: Title: (Authorized Signatory) Witness: Signature: Name: Address:
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ANNEXURE-Q
(DETAILS OF HARDWARE AND SOFTWARE / OPERATING SYSTEMS)

All Bidders are requested to specify the **Hardware Sizing** to meet the requirements as per RFP offered by the Bidder

Sl. No.	Description	Qty.	Complete configuration / details
01.	Hardware Specifications (Please specify Server configuration)		
02.	Software/Operating System Details		
03.	Any other, please specify.		



ANNEXURE-R
LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY'S LETTER HEAD

To
Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor, N G V Commercial Complex
Koramangala, Bangalore 560 047

Sir,
We refer to our bid for your RFP 287/CO: DIT/Proc-SMS dated 10/01/2019 for implementation of SMS Gateway services.

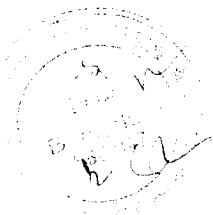
We, _____ (Company) hereby undertake to indemnify Syndicate Bank (Bank) for any cost, loss, or consequences resulting from any loss or damage that the Bank may sustain on account of any violation of patents, IPR, trademark etc., by the Company in respect of equipments, components, software, etc. supplied under the above referred RFP. Further the Company shall fully indemnify the Bank against all losses claims, penalties, proceedings, costs, expenses, damages and for the consequences resulting thereto incurred/sustained as a result of any material breach by the Company.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:



ANNEXURE –S

Format of Certificate, Bidder has implemented solution as per eligibility criteria (on organization's letter head)

To
Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor N G V Commercial Complex
Koramangala, Bangalore 560 047

Dear Sir,

Sub: Supply, Installation and Maintenance of Solution by M/s

We hereby confirm that M/s..... has supplied, installed and maintaining Solution of(make),(model),..... (Capacity) between Jan 2015 and Dec 2018 and(number) are functioning satisfactorily as on date.

Place:

Date:

Bank's seal and signature
of Authorised Signatory.



ANNEXURE-T
INTEGRITY PACT

Syndicate Bank hereinafter referred to as "The Principal" and _____ hereinafter referred to as "The Bidder"

Preamble

The Principal intends to award under laid down organizational procedures, contract against enquiry no for the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relations with its Bidder (s) and/or Bidder(s).

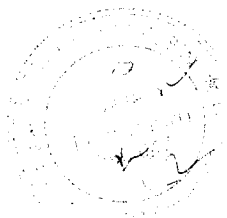
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-I- 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, seek 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 Bidders (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)/ Bidder(s)

1. The Bidder(s)/Bidder(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.



- b) The Bidder(s)/ Bidder (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)/ Bidder (s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Bidder(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)/ Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Bidder(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/ Bidder (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/ Bidder (s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.
 3. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

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

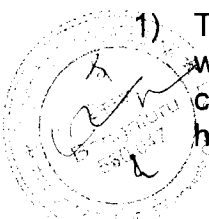
If the Bidder(s)/ Bidder (s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Bidder(s) from the tender process and take appropriate action.

Section 4-Compensation for Damages

1. If the Principal has disqualified the Bidder(s)/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 Bidder 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 transgression occurred in the last 3 years with any other Company in India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.



- 2) If the Bidder/Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken.

Section 6- Equal treatment of all Bidders/Bidders

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidders.
2. The Principal will disqualify from the tender process all bidders/Bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Bidder, and Subcontractor or of an employee or a representative or an associate of a Bidder, Bidder 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 of Syndicate Bank.

Section 8- Independent external monitor/ monitors.

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Bidders as confidential. He reports to the MD, Syndicate Bank.
3. The Bidder(s)/Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Bidder(s)/Subcontractor(s) as confidential.
4. 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 Bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the 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.
6. The Monitor will submit a written report to the MD/CEO, Syndicate Bank within 8 weeks from the date of reference or intimation to him by the Principal and,

should the occasion arise, submit proposals for correcting problematic situations.

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

Section 9- Pact Duration

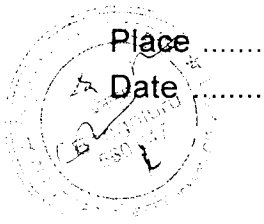
This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD/CEO, Syndicate Bank.

Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the principal, i.e., Bengaluru.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

Signed for and on behalf of the <u>Principal</u> Signature: Name: Title: (Authorized Signatory) <u>Witness:</u> Signature: Name: Address:	Signed for and on behalf of Bidder/ Bidder) Signature: Name: Title: (Authorized Signatory) <u>Witness:</u> Signature: Name: Address:
--	--

Place
 Date



ANNEXURE – U

Technical Compliance Statement

DECLARATION

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document.

We certify that the solution offered by us for this project conforms to the Scope of Work and technical specifications as stipulated in the RFP for Implementation of SMS Gateway Solution.

Signature of the Authorised Signatory with date & seal
(Full name and Designation of authorized signatory)

----END OF DOCUMENT---

