

REQUEST FOR PROPOSAL

FOR SMS SERVICES

RFP Ref. No: NABFINS/007/2024-25

NABFINS LIMITED, Bengaluru



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GENERAL INFORMATION

NABFINS Limited Invites proposals from Service providers/Suppliers/Bidders for SMS Service. The contract will be for 3 years. The Detailed Scope of work is mentioned in Annexure I

DISCLAIMER:

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of NABFINS Limited (Company), is subject to the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender document is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advices / clarifications.

The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Company with the selected Bidder.

The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Bid stage.

The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

The issue of this Tender does not imply that the Company is bound to select a Bidder and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by the Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding process.



NOTIFICATION

Sealed bids are invited from the vendors/suppliers/service providers for SMS Service. Information relating to the RFP can be viewed and the bid documents can be downloaded from our website www.nabfins.org. The sealed bids should reach the undersigned on or before 16th Oct, 2024 till 3:00 PM


26/11/24
Chief Information Officer



SCHEDULE:

1	Bid Document Availability	Bid document can be downloaded from Company's website www.nabfins.org from 10.00 am on 26 th Sept, 2024 till 03.00 pm on 16 th Oct, 2024
2	Pre bid meeting	09 th Oct, 2024 at 11:00 AM
3	Last date for submission of Tender	16 th Oct, 2024 till 3:00 PM
5	Date and time of opening of Tender	Opening of Technical bid –16 th Oct, 2024 at 03:00 PM. Opening of Financial bid – will be communicated to Bidders who qualify the technical bid.
6	Address for Communication and submission of Tender	Chief Information Officer NABFINS Limited, 3072, 14 th cross, Banashankari , K R Road, Bengaluru – 560 070
7	Name and telephone number of the contact person	Ms. Adeeshaya D Mob: +91 8848663637 e-mail: adeeshaya.d@nabfins.org Mr. Nikesh Venugopal, Mob: +91 8861233112 e-mail: nikesh.v@nabfins.org
8	Earnest Money Deposit	EMD shall be accepted by way of bank deposit only . EMD amount of ₹10,000/- (Rupees Ten Thousand only) shall be deposited by the way of remittance to NABFINS Limited account (details mentioned below). The UTR of the transaction and screenshot should be indicated in the technical bid document. *All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.



		<p>Bank Account details:</p> <p>Acct no.: 32635856611</p> <p>IFSC Code: SBIN0003286</p> <p>Branch: SBI Jayanagar II Block branch</p> <p>The EMD of unsuccessful bidders will be returned without any interest whatsoever within 30 days of awarding of the contract.</p> <p>The EMD of the successful bidder shall be retained as performance security. The same shall be returned without any interest whatsoever within 30 working days from the date of executing the contract for 3 years.</p> <p>*Tender without EMD shall be rejected.</p>
9	Scope of Work	Annexure I
10	Documents to be submitted	<p>Tender documents shall be submitted in two cover bid modes</p> <p>Envelop 'A' Technical Bid: (Need to write "Technical Bid" on the envelop)</p> <ul style="list-style-type: none"> a) Technical bid as per Annexure II b) Acceptance Certificate as per Annexure III c) Organizational Profile of the Vendor/Bidder as per Annexure IV d) Bidders Financial profile & Eligibility Criteria as per Annexure V with Chartered Accountant (CA) certificate. e) Undertaking by the Authorized Signatory of the Vendor/Bidder as per Annexure VI f) Integrity pact as per Annexure VII g) Checklist Annexure VIII <p>Envelop 'B' Financial Bid: (Need to write "Financial Bid" on the envelop)</p> <ul style="list-style-type: none"> h) Financial bids as per Annexure IX <p>"Technical bid" and "Financial bid", both the Envelopes are to be sealed and need to be placed in Master Envelope. Master envelop also has to be sealed. Bidder should write "RFP Ref. No: NABFINS/007/2024-25 for SMS" on the Master envelope</p>



		Note: If any of the envelop found unsealed, bid will be rejected.
11	Validity of price quotation	The price quoted shall be valid for a period of 90 days from the last date of opening of financial bid. NABFINS LIMITED may execute contract with the selected vendor for SMS service for 3 years. The cost quoted by the vendor remains same during the contract period. Multiple purchase orders will be placed to the selected vendor for the supply of SMS during the contract period.



INSTRUCTIONS WITH REGARD TO SUBMISSION OF TENDER

1. BIDDER QUALIFICATIONS

Offers are invited only from those Vendors/Bidders/Service providers who fulfil the following eligibility criteria:

- a) The product offered should comply with the specifications indicated in detailed specifications as per **annexure I**. The bidder should submit supporting documents along with the Technical Offer.
- b) The bidding company should have experience of at least 5 years in providing SMS gateway services.
- c) The bidder should be registered as a company in India as per Company Act 1956/2013.
- d) The bidder should be registered telemarketer as per TRAI guidelines.
- e) Bidder should have direct tie-up / arrangements with minimum three telecom service provider / operators for within India services.
- f) The bidder should have contract (valid/ongoing) with at least 3 companies for the SMS service.
- g) The Vendor/Bidder/Service provider should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder/Service provider should be submitted as a part of Technical Offer (Annexure III).
- h) The vendor/bidder/Service provider should be a profit making entity for each of the past 3 (three) years and its Annual Turnover during each of the last 3 years should not be less than Rs. 25 lakhs. This should be individual Company's turn over and net profit and not that of group of companies. Certificate issued by company's Chartered Accountant stating the profit and turnover for past 3 years should be provided as part of Technical offer.
- i) The Vendor/Bidder/Service provider should mandatorily furnish pre-contract integrity pact, as per Annexure VII. The Vendor/Bidder has to submit the same duly signed on a non-judicial stamp paper of Rs.200/- at the time of submission of the Tender document.
- j) to deliver the messages to the SMS Centres (SMSCs) directly. **The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP.**



- k) The bidder shall comply with the extant / latest regulations/guidelines issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI or any other statutory body.

2. EARNEST MONEY DEPOSIT (EMD):

The Vendor/Bidder shall furnish an EMD for an amount of Rs. 10,000/- (Rupees Ten Thousand only) by the way of Bank Transfer to NABFINS LIMITED, Bangalore at the following bank account:

Account No: 32635856611
IFSC Code: SBIN0003286
Branch: SBI Jayanagar II Block branch

The EMD should form part of the Technical Bid Document submitted by the Vendor/Bidder. Failure to comply with this condition viz., Bid Security of Rs. 10,000/- (Rupees Ten Thousand only) shall result in summary rejection of the Quotation/Bid.

The EMD shall be forfeited if

- 1) The Vendor/Bidder withdraws his offer during the period of validity of the bid.
- 2) The Vendor/Bidder does not fulfil the contract obligations.

AGREEMENT:

The issue of Purchase Order by NABFINS LIMITED shall be construed as a binding contract. NABFINS LIMITED will be executing a contract (SLA and NDA) with the selected vendor/bidder/service provider for 3 years for SMS service.

CONFIDENTIALITY:

The details of the proposed purchase shall be treated as confidential information between NABFINS LIMITED and Vendor/Bidder/Service provider. Any such information shall not be passed on in part or in full to any third party without NABFINS LIMITED's prior written approval.

The Bidder/Vendor/Service Provider shall ensure that complete confidentiality is maintained by them and all their personnel, with regard to all information relating to NABFINS LIMITED. Unless required under law, Bidder/Vendor/Service provider assures NABFINS LIMITED that neither Bidder/Vendor/Service provider nor any of their personnel shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to NABFINS LIMITED.



ORDER CANCELLATION:

NABFINS LIMITED reserves its right to cancel the entire/unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions: -

- a) Delay in delivery of the ordered service, etc., beyond three weeks from the date of acceptance/receipt of the work order/Purchase Order (except with written permission from NABFINS LIMITED).
- b) Any other appropriate reason incidental to clause (a) above.

RIGHT TO ACCEPT OR REJECT THE BID

NABFINS LIMITED shall reserve the right to accept/ reject and cancel the bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/ issue of acceptance letter/ sale order/ delivery order/ deposit of the full sale value by the bidder, without assigning any reason therefor and the value of such material, if paid for, shall be refundable. NABFINS LIMITED shall not be responsible for damage/ loss to bidders on account of such withdrawal at any stage from the sale.

FORCE MAJEURE

No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 21 days after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABFINS determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the bidder, then NABFINS may terminate this Agreement effective immediately upon delivery of notice of termination to the bidder

3. BID PRICE:

- a) The prices should be quoted in Indian Rupees only.
- b) All duties, taxes and other levies payable by the vendor shall be included in the total price. The cost of insurance, packing, forwarding, if any, shall be borne by the bidder
- c) NABFINS may issue single purchase order or multiple purchase orders as and when required, during the contract period.
- d) Corrections, if any, shall be made by crossing out, initialling, and re-writing.



- e) The rates quoted by the bidder shall be valid for 90 days from the last date of opening financial bid and the Purchase Order issued during the contract period will be supplied at the same rate.
- f) Each bidder shall submit only one bid. If more than one bid is submitted, all the bids submitted by the bidder shall be rejected.
- g) Price bids shall be signed by the person authorized by the Vendor/Bidder.

4. AWARD OF CONTRACT:

The purchaser will award the contract to the bidder

- a) Whose quotation has been determined to be complying to all the terms and conditions laid down for submission of the RFP,
- b) The products meet the specifications mentioned in Annexure I and
- c) The price quoted is the lowest among the bidders.
- d) Notwithstanding the above, the purchaser reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

5. RIGHT TO ACCEPTANCE:

The Company does not bind itself to accept the lowest bid and reserves the right of accepting the whole or any part of the RFP or portion of the quantity offered, wherever applicable, and the bidder shall supply the same at the rate quoted.

The bidder, whose bid is accepted, will be notified for the award of contract by the purchaser prior to expiry of the quotation validity period (90 days from the opening of financial bid). The terms of the accepted offer shall be incorporated in the purchase order.

6. DELIVERY:

The selected vendor shall start the service offered within 3 weeks from the date of purchase order / work order.

7. TERMS OF PAYMENT:

Payment shall be made by the Company

1. After crediting/adding the quantity of SMS as per the work order / purchase order issued.
2. Within 15 working days from the date of invoice.

The successful bidder may give the details of bank and Account into which the payments are to be made.



8. DELIVERY OF BID:


Both technical bid and financial bid to be placed in envelope. The Envelope must be super scribed with "RFP Ref. No: NABFINS/007/2024-25 for SMS" along with Tender reference number.

The sealed Tender should be addressed to:

**Chief Information Officer
NABFINS Limited
3072, 14th cross, K R Road
Bengaluru - 560 070**

Bids in sealed covers should reach the above address latest by 05th Oct, 2024 at 03:00 PM. Bid submitted after the specified time shall not be considered and no intimation will be sent in this regard.

The Company reserves the Right to reject any bid which fails to comply with the above instructions. All bids should be sent by Post or through messenger, to drop the bid in the sealed Tender box placed at NABFINS LIMITED Head Office, Bangalore. It is the responsibility of the bidder to see that his bid/offer is delivered by the specified time at the above address. All further communication should be addressed to the officer named above and by title only.


26/9/24 Sd/-
Chief Information Officer



Annexure I
SCOPE OF WORK

The successful bidder has to provide below mentioned services to NABFINS LIMITED without interruption and with best technology available.

- SMS aggregator for SMS and OTP
- 24 X 7 technical support
- The Enterprise Messaging Solution should provide Bulk SMS Services for PUSH SMS using APIs.
- The APIs shall be configured to PUSH SMS from multiple applications which is used by NABFINS LIMITED. (Eg: Core application, HRMS, Intranet, and mobile app etc)
- All communication between NABFINS's applications and the SMS solution must be encrypted.
- The selected vendor need to ensure that SMS services offered are compliant with Distributed Ledger Technology (DLT) regulations issued by TRAI in 2018 and the amendments which have been and are issued subsequently.
- The service provider should be registered telemarketer as per TRAI regulations.
- The selected vendor should provide necessary the support to NABFINS in DLT portal such as DLT SMS template and Header configuration.
- The service provider should have 24 X 7 support team for SMS service related issues.
- The bidder should have capabilities to send SMS to all GSM and CDMA network including 2G/3G/4G/5G and future technology handsets on all telecom operators available in India without any exception.
- The selected bidder shall provide NABFINS the report of delivery of messages along with delivery time and delivery status and other parameters.
- The selected vendor need to ensure 99.9% uptime of the solution.
- The selected bidders should provide API which supports Windows and Linux server operating system.
- The selected vendor should provide API which can connect to the all Databases including but not limited to Oracle, MySQL, MSSQL etc.
- The selected vendor should integrate their message gateway with the applications which are used by NABFINS in coordination with the application vendor/in-house teams.
- All the hardware, networks, and other equipment's required at selected vendors end has to be arranged by the vendor along with necessary cabling and commissioning. No additional cost will be paid by the NABFINS in this regard.
- The vendor should provide user interface for administering the SMS system and also for sending messages by users directly using the interface provided. The user interface should preferably be browser based, compatible with all prominent browsers viz. Google Chrome, MS Edge and Firefox etc.



- The vendor should Provide complete details on administration and user functionality of the SMS user module. There must be facility to create administrator's user ids. If needed, more than one administrator user ids to be created.
- Solution should be able to handle a multiuser architecture with Role Based Access in console.
- The solution should have facility for both PUSH and PULL Service for SMS.
- The solution should have web based facility to Create, Store and Retrieve predefined DLT message template.
- The solution should support messages in English and Regional Languages.
- The solution should have the facility of online filtering of the DND numbers.
- The selected bidder should provide Dedicated Virtual Mobile numbers or Long Codes to NABFINS on need basis.
- Virtual Mobile number or long code provided by the selected vendor will be the property of NABFINS, even after the contract period.
- The vendor should provide Dedicated Short Code to NABFINS on need basis.
- The solution should provide the facility to send messages using the API/SMS Client using long and short code numbers.
- The Virtual Mobile number provided should be network service provider agnostic implying that using the number it should be possible to send messages to any network service provider.
- The solution should provide verifiable message delivery status with date and time stamp. Non delivery information should be available with reasons.
- Message delivery should be in compliance with TRAI regulation / guidelines and other statute in force. Penalty for any violation shall be borne by the bidder only.

ESTIMATED REQUIREMENT:

Year	Estimated Quantity
2024 – 25	8 lakhs
2025 – 26	20 lakhs
2026 - 27	25 lakhs

NOTE: Above mentioned numbers are based on approximate estimation. The actual numbers of SMS requirement may differ.

TYPE OF SMS REQUIRED:

OTP	This type of SMS is High Priority OTP SMS for application login, password reset, mobile number verification etc..
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Transactional SMS	This type of SMS will automatically be sent to customers, employees, agencies on defined instance from applications which is used by NABFINS. For examples: During disbursement, in the event of approval pending from a user etc..
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Note: Both the above mentioned types of SMS should be sent on priority (15 seconds)

AUDIT:

- NABFINS will be performing VAPT & IS audit annually or as per the regulatory guidelines. The closure of the observations mentioned the audit report will be the responsibility of selected vendor.
- After the closure of the issues observed in VAPT/IS audit, the vendor has to submit the evidence for the same.

INFORMATION SECURITY:

The selected vendor shall ensure the following:

- The solution must have HTTPS (SSL)
- The solution must be enabled with TSL 1.2 or above.
- The solution must be up to date; all the patches should be updated.
- The selected vendor should not share any data without written approval of NABFINS. An NDA (Non-Disclosure Agreement) will be executed between NABFINS and the selected vendor.
- The selected vendor must ensure that there is no data leakage.
- The selected vendor has to ensure the integrity, privacy and confidentiality of data and solution which is offered to NABFINS.
- The selected vendor should have mechanism for incident reporting
- Security Features Required in Solution are inter-alia:
 1. Confidentiality of the SMS sent or received - The SMS contents shall be accessed/viewed by only the parties involved in the communication
 2. Integrity of the SMS Sent or received – The SMS or its contents shall not be tampered or subject to any modification by any third party / intruders. The system should be able to identify any such alteration and trigger alarm.

The service provider shall ensure protection against the threats including but not limited to the following:

- Man-in-the-Middle attack
- Replay attack
- SMS disclosure
- Spamming
- Denial of service attack
- Any other cyber threat applicable to the SMS services.



Penalty

Events	Penalty <i>(calculated for each instance of occurrence of the event)</i>
SMS sent after 15 Seconds and within 5 minutes	SMS and DLT cost of 1 SMS
SMS sent after 5 minutes and within 60 minutes	2 times of per SMS and DLT cost
Message sent after 60 minutes	5 times of SMS and DLT cost
If SMS is not pushed to recipient in the event of any technical fault/failure on the part of bidder/telecom operator.	5 times of SMS and DLT cost

Note: There must be a mechanism to view the report based on above events in the console.



Annexure II Technical Bid Format

Bidders need to confirm that following features are available in their solution (Yes or No).

Sl. No.	Requirement	Yes/No
1	SMS aggregator for SMS and OTP	
2	24 X 7 technical support	
3	The Enterprise Messaging Solution should provide Bulk SMS Services for PUSH SMS using APIs.	
4	The APIs shall be configured to PUSH SMS from multiple applications which is used by NABFINS LIMITED. (Eg: Core application, HRMS, Intranet, and mobile app etc)	
5	All communication between NABFINS's applications and the SMS solution must be encrypted.	
6	The selected vendor need to ensure that SMS services offered are compliant with Distributed Ledger Technology (DLT) regulations issued by TRAI in 2018 and the amendments which have been and are issued subsequently.	
7	The service provider should be registered telemarketer as per TRAI regulations.	
8	The selected vendor should provide necessary the support to NABFINS in DLT portal such as DLT SMS template and Header configuration.	
9	The service provider should have 24 X 7 support team for SMS service related issues.	
10	The bidder should have capabilities to send SMS to all GSM and CDMA network including 2G/3G/4G/5G and future technology handsets on all telecom operators available in India without any exception.	
11	The selected bidder shall provide NABFINS the report of delivery of messages along with delivery time and delivery status and other parameters.	
12	The selected vendor need to ensure 99.9% uptime of the solution.	
13	The selected bidders should provide API which supports Windows and Linux server operating system.	

14	The selected vendor should provide API which can connect to the all Databases including but not limited to Oracle, MySQL, MSSQL etc.	
15	The selected vendor should integrate their message gateway with the applications which are used by NABFINS in coordination with the application vendor/in-house teams.	
16	All the hardware, networks, and other equipment's required at selected vendors end has to be arranged by the vendor along with necessary cabling and commissioning. No additional cost will be paid by the NABFINS in this regard.	
17	The vendor should provide user interface for administering the SMS system and also for sending messages by users directly using the interface provided. The user interface should preferably be browser based, compatible with all prominent browsers viz. Google Chrome, MS Edge and Firefox etc.	
18	The vendor should Provide complete details on administration and user functionality of the SMS user module. There must be facility to create administrator's user ids. If needed, more than one administrator user ids to be created.	
19	Solution should be able to handle a multiuser architecture with Role Based Access in console.	
20	The solution should have facility for both PUSH and PULL Service for SMS.	
21	The solution should have web based facility to Create, Store and Retrieve predefined DLT message template.	
22	The solution should support messages in English and Regional Languages.	
23	The solution should have the facility of online filtering of the DND numbers.	
24	The selected bidder should provide Dedicated Virtual Mobile numbers or Long Codes to NABFINS on need basis.	
25	Virtual Mobile number or long code provided by the selected vendor will be the property of NABFINS, even after the contract period.	

26	The vendor should provide Dedicated Short Code to NABFINS on need basis.	
27	The solution should provide the facility to send messages using the API/SMS Client using long and short code numbers.	
28	The Virtual Mobile number provided should be network service provider agnostic implying that using the number it should be possible to send messages to any network service provider.	
29	The solution should provide verifiable message delivery status with date and time stamp. Non delivery information should be available with reasons.	
30	Message delivery should be in compliance with TRAI regulation / guidelines and other statute in force. Penalty for any violation shall be borne by the bidder only.	

The above furnished details are true and to the best of my/our knowledge and the mentioned services will be provided, if I/we are selected for offering SMS service to NABFINS LIMITED.

Signature of authorised person

Full Name:

Date:

Place:

Seal:

Annexure III Acceptance Certificate

1. I/ We, _____ Son / Daughter /Wife of _____ Proprietor / Director / authorized signatory of the agency / Firm, mentioned above, is competent to sign this declaration and execute this RFP document;
2. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them;
3. I do hereby certify that the rates of each items have been quoted in the Financial Bid.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of Tender at any stage.
5. I, do hereby certify that our firm has neither been blacklisted by any of the Govt. Organization / Public Sector / Pvt. Limited Company, etc. with which the firm had contracted for SMS service during the last three years nor has been penalised by such Offices/organizations for supply of poor/spurious materials etc.
6. The supply of items / services will be done as per the specification mentioned in the Tender form.

Signature of authorised person

Full Name:

Date:

Place:

Seal:

Annexure IV
Organizational Profile of the Vendor/Bidder/Service provider

1	Constitution: <i>(Tick one)</i>	Proprietary/Partnership/Private Ltd. /Public Ltd.
2	Established since: <i>(Certificate of Registration to be attached)</i>	
3	Name, Address & Mobile number for Communication:	
4	Classification: <i>(Tick one)</i>	Solution provider/ System Integrator/Hardware vendor/ Bidder/ Software Developer
5	If Joint Venture, then specify names of Partners in the Service Support Co, JV	
6	Others <i>(please specify)</i>	(Position and Designation)
7	Name(s) of Proprietor(s) / Partner(s) / Directors (s)	

8	Escalation matrices indicating contact person, telephone number, email of L1, L2, L3 support managers of the bidder.	L1 Name: Contact No: Email: L2 Name: Contact No: Email: L3 Name: Contact No: Email:
9	PAN No:	
10	GST No:	
11	Bank Account details	Name of bank: A/c. No: Branch: IFSC code:

Signature of Vendor/Bidder/Service provider

Name:

Annexure V
Bidders Financial profile & eligibility Criteria

Sl. No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Turnover of the Company- Minimum - Rs.50 Lakh during each of the last 3 Financial Years, viz. 2023-24, 2022-23, 2021-22	2023-24-Rs. _____ Lakhs 2022-23-Rs. _____ Lakhs 2021-22-Rs. _____ Lakhs	Certificate from Chartered Accountant indicating the turnover and profit year-wise.
2	Company should have earned profits in each of the last 3 Financial Years, viz. 2023-24, 2022-23, 2021-22	2023-24-Rs. _____ Lakhs 2022-23-Rs. _____ Lakhs 2021-22-Rs. _____ Lakhs	
3	Bidder should have ongoing contract of at least 3 companies for SMS service.		Copy of Contract or work order
4	The bidder should be a registered Telemarketer as per TRAI regulation.		Certified copy of registration as registered telemarketer as per TRAI guidelines has to be attached.
5	The bidding company should have experience of at least 5 years in providing SMS gateway services.		Self-declaration in company letter head

6	The bidder should be registered as a company in India as per Company Act 1956/2013.		Copy of Certificate of Registration
7	Bidder should have direct tie-up / arrangements with minimum three telecom service provider / operators for within India services.		Authorisation certificate from each service provider.
8	The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMS Centres (SMSCs) directly.		Self-declaration in company letter head
9	The bidder shall comply with the extant / latest regulations/guidelines issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI or any other statutory body.		Self-declaration in company letter head

Signature of Vendor/Bidder
Name:

Annexure VI

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

NABFINS LIMITED,
#3072, 14th Cross, K. R. Road,
Banashankari 2nd Stage,
Bengaluru – 560 070,
Karnataka, India

We hereby confirm and declare that we, M/s -----, is not
blacklisted/ De-registered/ debarred by any Government department/ Public Sector
Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the
works/ Supply/Services.

For -----

Authorised Signatory

Date:

Annexure VII

(To be printed on Rs. 200/- stamp paper)

INTEGRITY PACT

Between

NABFINS LIMITED

hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which

- he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary's, contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission of NABARD. 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.

The Independent External Monitor appointed for NABFINS LIMITED is
Shri Jagdeep Kumar Ghai, PTA & FS(Retd),
Flat 1032, A Wing, Vanashree Society
Sector 58 A&B, Palm Beach Road,
Nerul, Navi Mumbai, Pin 400 706
Email Id: jkghai@gmail.com
Mobile: 9869422244

- (2) The Monitor is not subject to instructions by the representatives of the parties and Performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the

information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge / determined by the Chairman of NABARD.

Section 10 - Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal)

(For & on behalf of the
Bidder/Contractor)
(Office seal)

(Office seal)

Place:

Date:

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure VIII
CHECKLIST TO BE ATTACHED WITH THE TENDER

Sl. No.	Documents	Yes/No
1	Technical Bid (Annexure II)	
2	Acceptance Certificate (Annexure III)	
3	Organisation profile (Annexure IV)	
4	Bidder's financial profile & Eligibility Criteria (Annexure V)	
5	Declaration on Blacklisting / Non-debarment (Annexure VI)	
6	Integrity Pact (Annexure VII)	
7	Checklist (Annexure VIII)	
8	Financial bid (Annexure IX)	
9	Technical Bid (Annexure II)	
10	Certificate from Chartered Accountant indicating the turnover and profit year-wise	
11	Copy of ongoing contract / Purchase order with 3 companies for SMS service.	
12	Certified copy of registration as registered telemarketer as per TRAI guidelines has to be attached.	
13	Self-declaration for 5 years' experience in providing SMS gateway in (on company letter head)	
14	Copy of company registration certificate	
15	Self-declaration on letter head for direct tie-up / arrangements with 3 nos. of telecom service provider / operators for within India services.	
16	Self-declaration on letter head for using own "SMS Gateway Services" to deliver the messages to the SMS Centres (SMSCs) directly.	
17	Self-declaration on letter head for complying with the extant / latest regulations/guidelines issued by TRAI. and Also the bidder should be able to comply with all future changes effected by TRAI or any other statutory body.	

Important Notice: If any of the above documents are not submitted, the bid will be summarily rejected.

Annexure IX
Financial Bid Format
Tender Ref. No: NABFINS/007/2024-25

Name of Vendor / Bidder:

Sl. No.	Product	Unit cost (Rs.) Excluding tax
A	B	C
1	Cost per SMS including DLT charges Details of product if any:	
2	Cost per OTP SMS including DLT charges	
3	One time cost if any Details need to be furnished	
	GST @ 18%	
	Total cost including tax	
Total cost in words inclusive of tax:		

I/we have understood & agree to the terms and conditions of contract as mentioned in RFP:
(Ref: NABFINS/007/2024-25)

Date: _____

Place: _____

Stamp & Signature of Bidder