

REQUEST FOR PROPOSAL
For
Vendor Empanelment for SMS Service Provider



SHCIL Services Limited

RFP REFERENCE NUMBER: SSL/SMS/2022-23/001

DATE: 03rd June, 2022

FOR

Vendor Empanelment for SMS, RCS and WhatsApp Services

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of SHCIL Services Limited (SSL) is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by SHCIL Services Limited to any party other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP 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 RFP and where necessary obtain independent advice. SHCIL Services Limited makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. SHCIL Services Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

**Signature of Vendor Representative Duly authorized to sign
for and on behalf of the company**

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1) Bid details and Important Dates

Name of Organization	SHCIL Services Limited
RFP Reference No.	SSL/SMS/2022-23/001
Requirement	Vendor Empanelment for SMS, RCS and WhatsApp Services
Date of issue of RFP document (Website / Advertisement)	03/06/2022
Last date for submission of bid documents	24/06/2022 on or before (05.00 PM)
Date and time of Pre-Bid Meeting	15/06/2022 4.00 PM
Contact Person and Email Id with Contact Numbers	Mr. Rajiv Somaiya (+919220939220) rajiv.somaiya@shcilservices.com Mr. Kishor Sardar (+91983324455) kishor.sardar@shcilservices.com Mr. Mayur Patil (+917718805014) Mayur.patil@shcilservices.com
Address for submission of bid	SHCIL Services Ltd. SHCIL House, Plot No-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai- 400710

2) Objective of RFP:

SHCIL Services Limited (SSL) invites proposals from interested firms for selection of vendor empanelment for SMS, RCS and WhatsApp Services.

3) Scope of Work/Due Diligence:

The bidder is expected to examine all instruction Forms, Terms, Conditions and Specifications in this RFP. The bid shall be deemed to have been made after careful study and examination of this RFP with full understanding of its implications. The bids should be precise, complete with all details required as per this RFP documents. Failure to furnish all or any information required by this RFP or non submission of Bid not as per RFP requirements will be at the bidder's risk and may result in the rejection of the bid. The decision of SSL in this regard will be final, conclusive and binding.

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4) Eligibility/ Technical Criteria

Sr.No	Clause	Document(s) to be submitted by vendors (Bidders)
1	The Vendor (Bidder) should have office in Mumbai/ Thane/ Navi Mumbai	Certificate of Incorporation
2	The Vendor (Bidder) should have executed at least (3) three orders of Bulk SMS services value not less than Rs. 1 Crore per year in the last three years.	A self Declaration by the bidder mentioning customer name and contact details.
3	The Vendor (Bidder) should have at least 3 clients preferably from financial / NBFC / broking sectors	List of Customer Name ,Address, Contact person, Telephone Nos, Email address
4	Acceptance of all the Terms and conditions with Service level Agreement	A self declaration by the bidders of this RFP
5	Integration with Broking relating application software mainly LD back office , TCS BanCs etc.	A self declaration by the bidders of this RFP

5) Clarifications regarding RFP Document:

Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, gap(s) or discrepancy in the RFP Document, they should forthwith refer the matter to SHCIL Services Limited for necessary clarifications.

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- Any clarification required for queries on this RFP should be obtained via Telephone /email.
- SHCIL Services Limited shall not be responsible for any external agency delays.
- SHCIL Services Limited reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, SHCIL Services Limited may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- All bidders who have received this RFP document shall be notified of the amendment by phone or e-mail or website and all such amendment(s) shall be binding on them.
- SHCIL Services Limited reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on SHCIL Services Limited.
- SHCIL Services Limited reserves the right to amend / modify/ alter / cancel / postpone / pre-pone the RFP without assigning any reasons.

6) BID PREPARATION AND SUBMISSION:

Bidder should submit an envelope containing ONE sealed envelope:

(1) Eligibility Criteria/Technical

- 1) **Technical Bid envelope**
 - The Bidder will submit Technical Bid in sealed and stamped envelope by mentioning "Technical Bid" on the envelope.
 - The Bidder should quote only in the format given
 - There should not be any hidden /Conditional cost in the Bids and in the

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- events of their presence in the Bid; the Bid is liable to be rejected.
- No indication pertaining to price or commercial Terms should be made on the envelopes. If any price indications are made, then the Bids may be rejected.
- No open ended /conditional bid shall be entertained and is liable for rejection.
- The Bidder will submit their support locations with escalation matrix.

7) Submission of the Bid:

- The Technical should be submitted in non-window envelope. The envelope should be submitted in a sealed cover, super scribed with the RFP reference number, due date, name of Bidder, etc. Technical Bid should be complete in all respects and contain all information asked for.
- The offer should be valid for the period of 90 days from the date of submission of Bid.
- The Vendor (Bidder) shall fulfill all statutory requirements as prescribed by law an all Regulatory notices. The Vendor (Bidder) shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify SSL against all such liabilities, which are likely to arise out of the agency's failures to fulfill such statutory obligations.
- The Vendor (Bidder) shall be solely responsible either for any injury, damage, accident to the workman employed by the vendor (Bidder) or for any loss or damage to the equipment/property in areas of work as result of negligence/carelessness of its deployed resources.
- No request for any further extension of the above deadline shall be entertained. Delayed and /or incomplete Bid shall not be considered.
- All employees engaged by the Vendor (Bidder) shall be comprehensively insured for accidents and injuries by the vendors (Bidder) at his cost.

8) Evaluation of Bid:

SHCIL Services Limited will evaluate the bids submitted by the bidders under this RFP. It is SHCIL Services Limited discretion to decide at the relevant point of time. The Technical /eligibility bid submitted by the vendor (bidder) will be evaluated as per the Eligibility criteria set forth in the RFP. The vendor (bidder) needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Non-fulfillment of any of the mentioned criteria may result in outright rejection of the bidder's proposal. The decision of SHCIL Services Limited would be final and binding on all the bidders.

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SHCIL Services Limited may accept or reject an offer without assigning any reason thereof. The bidder is required to comply with the requirements mentioned in the RFP. Non-compliance of this RFP may lead to disqualification of a bidder, which would be at the discretion of SHCIL Services Limited.

9) Rejection of Bid

SHCIL Services Limited reserves the right to reject the Bid if,

- The Bid is incomplete as per the RFP requirements
- Any condition stated by the Bidder is not acceptable to SHCIL Services Limited.
- If the RFP and any of the terms and conditions stipulated in this document are not accepted by the Bidder.
- Required information is not submitted as per the format given.
- Any information submitted by the Bidder is found to be untrue / fake / false.
- The Bidder does not provide, within the time specified by SHCIL Services Limited the supplementary information / clarification sought by SHCIL Services Limited for evaluation of the Bid.
- SHCIL Services Limited shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. SHCIL Services Limited may abort the entire process at any stage, thereby without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for its action.
- Proposals received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.
- SHCIL Services Limited reserves the right to modify or terminate this RFP at any time prior to the execution of a definitive contract. SHCIL Services Limited may also reject any and all bids without providing reason or justification for such rejection or to not award a contract as a result of this RFP.

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SHCIL Services Limited shall be under no obligation to accept the lowest or any other offer received in response to this RFP. SHCIL Services Limited further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a vendor. When SHCIL Services Limited makes any such rejection, SHCIL Services Limited will not be bound to give any reason and/or justification in this regard to the vendor.

10) Period of Service:

Vendor Empanelment for SMS Services period will be for three years.

11) Terms and Conditions:-

- i) The vendor should provide the tracking of SMS through User login Id & Password
- ii) The vendor should provide immediate SMS delivery facility / SMS on priority facility of Transactional / Promotional to the high net worth clients.
- iii) The vendor will be reconsidered if the services are found unsatisfactory or not up to the mark. However, the second best bidder for availing SMS facility will also be considered.

12) Language of RFP

The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SSL and supporting documents and printed literature shall be in English.

13) General Instructions

13.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to SSL for necessary clarifications and / or confirmation.

13.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, , furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, the SSL's response to Pre-bid queries and Corrigendum's, if any.

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13.3. The Bid shall be properly 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 requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

13.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

13.5. The Bid should be a complete document and should be bound as a volume. The document should be printed on both sides with page numbers and with separation for chapters appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by SSL shall be final, conclusive and binding on the Bidder.

13.6. The bid response, duly addressed to Manager, HWD & Administration Department. SSL must be accompanied by cost of Bid Document and EMD as specified and must be submitted in Drop Box on or before the due date at the address specified in the RFP Document. The bids received through courier/post/speed post will not be accepted.

13.7. The Bid forms and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by SSL shall be final, conclusive and binding on the Bidder.

13.8. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. SSL shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

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

13.10. SSL reserves the right to adjust arithmetical or other errors in the bid, in the manner in which SSL considers appropriate or deems fit. Any adjustments so made by It shall be stated to the Bidder, if SSL makes an offer to accept his bid. The final

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decision as to any error manifest or otherwise shall be at the sole discretion of SSL and shall be final, conclusive and binding on the Bidder.

13.11. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by SSL. Any decision in this regard by SSL shall be final, conclusive and binding on the Bidder.

13.12. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by SSL.

13.13. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

13.14. SSL reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring SSL to do the aforesaid.

13.15. The technical bid document to be submitted in Sealed Envelope or spiral binding with proper indexing. If the same is not followed then SSL may reject the bid.

13.16. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by SSL shall be final, conclusive and binding on the Bidder.

13.17. No Bidder shall contact the SSL on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

13.18. The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.

13.19. Any effort by a Bidder to influence SSL's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

13.20. The Bid Documents may be downloaded from our website www.shcilservices.com and submitted at the address mentioned in the Schedule of Events.

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14. SCOPE OF WORK (In Detail)

14.1. The Bidder should have handled domestic and international SMS of predicted volumes with delivery standards as per the SLA proposed

14.2. The bidder should conform to the technical specifications mentioned in this RFP.

14.3. The bidder should integrate the SMS solution with different SMS delivery points/applications of SSL.

14.4. The bidder should have capabilities to send SMS to all GSM, CDMA network including 2G, 3G, 4G, 5G, VoLTE etc. handsets and to all telecom operators operating in India and abroad without any exception.

14.5. The bidder should use their own "SMS Gateway Services" to deliver the SMS' directly. The re-sellers of SMS Gateway services are not eligible to participate in the RFP.

14.6. The Bidder should provide dedicated services for OTP and OSP SMS sent to the Bank's customer.

14.7. The bidder shall be responsible for delivery of real time SMS alerts on 24*7 basis as per the requirement of the SSL.

14.8. The bidder shall be responsible for providing support and service on 24*7 basis for resolution of complaints related to Bulk / Individual SMS Services.

14.9. The bidder to ensure that SMS message for which content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver' mobile handset.

14.10. The initial contract period will be 3 (Three) years with provision of further extension by another 2(Two) year with the same terms and conditions subject to satisfactory performance. SSL will review the performance each year. **There will be no price escalation during the contract period. However any downward revision in IUC charges, Government Levies etc. the same will be passed on to the SSL on proportionate basis. Any upward revision in government levies will be proactively informed to the SSL and will be decided by the SSL at its sole discretion.**

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14.11. The bidder should comply with the TRAI regulation during the contract period and proactively help SSL in case any action is with SSL.

14.12. Delivery of SMS alerts should be ensured to all National/International locations without any exception. An undertaking to this effect must be submitted by the bidder.

14.13. Bidder must provide a robust solution that can be integrated with the applications specified by the SSL during the contract period at no additional cost to the SSL.

14.14. The SMS Services and related systems should conform to the requirements of the amended IT Act 2000 and other laws statutes of the government.

14.15. The bidder must have its own Level III / Tier III Data Center (DC) and Disaster Recovery (DR) site located in India for providing SMS gateway services.

14.16. The Bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations within India for ensuring business continuity.

14.17. The bidder should have 24x7 support office / representative in Mumbai to provide onsite support immediately on call.

14.18. The bidder should have proper test infrastructure with capability of end to end testing of all integration with SSL applications.

14.19. Bidder to maintain the data with regard to SMS sent for at least 3 months. A complete data should be shared with the SSL at a periodical interval for maintaining at the SSL's site. Bidder should retrieve and provide the required data to SSL within 6 hours of receiving request in this regard from Bank.

14.20. Bidder to maintain the data and provide the total number of SMS sent and cost spent, on single/individual customer/mobile number for any time duration sought for.

14.21. DND compliance will be the responsibility of the Bidder/Service Provider. SSL will not enter into any contract with any telecom carrier or service provider. The bidder shall be the single point of contact for the SSL.

14.22.

- Bidder should provide an online portal with the following capabilities.
- The portal should provide access to the SMS logs for a period of previous 90 days at any given point of time.
- The data attribute described above must be available in the online portal.

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- The portal should be available to the SSL users 24x7.
- The portal should have user management facility and should have different levels of access for different categories of users.
- The online portal should have capability of masking the SMS when shown to a certain set of users.
- The Portal should provide filters on dates, mobile numbers and users etc.

14.23. Bidder to comply with the technical specifications mentioned in the Criteria.

14.24. During the contract period, the regulator or government agency may inspect the bidder's SMS related infrastructure.

14.25. SSL may increase or decrease the scope of services (to avail other services) during the period of contract.

14.26. Bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short code or extended codes, which includes capturing the customer response and submitting the detailed data / summary to the SSL.

14.27. The Bidder should have solution to provide SMS in minimum 15 Regional Languages or more.

14.28. In case any of the successful bidder is different than the current SMS vendor of SSL, then the solution offered by the new bidder to run parallel to the existing system of the SSL for 2 months. The contract will be awarded to the new bidder only upon satisfactory performance of the solution.

14.29. Successful bidder has to upload SMS template on DLT portal for whitelisting and follow up with operators for its approval.

14.30. Training: The bidder shall arrange two weeks hands on training to identified personals at Mumbai. Training should be on the following areas:

- 3.30.1. Knowledge Transfer Training of the Deployed Solution Architecture and Design.
- 3.30.2. Administration & Management of each component of the proposed solution.
- 3.30.3. Basic user level troubleshooting.
- 3.30.4. The selected Bidder only has to bear the cost for lodging and boarding for the trainer/s.

14.31. Hardware Sizing as per Performance criteria requirements: Bidder has to provide hardware sizing and the Software requirement (including OS, Application/ Web / Database Server, Browsers, etc.) for their solution within 15 days from the date of receipt of purchase

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order. The hardware sizing and the software requirement should be optimal to meet the stated requirement for the entire period of the contract. The solution will be hosted on the SSL's on-premise cloud infrastructure at DC and DR. SSL shall provide the necessary hardware, operating system and oracle database. Any other software, middleware, appliance and specific hardware should be provided by the bidder. The bidder must install the solution with high availability and secure infrastructure in the SSL's DC & DR as per the industry accepted standards and best practices, and also adhere to the SSL's relevant guidelines on the IT and Information security. The bidder should ensure usage of latest licensed software and its components with proper updates/ upgrades/ patches. The bid may be rejected in case of non-submission or partial submission of the software version of the solution items. The hardware and software of the proposed solution should not be already end of sale and/or end of support, or impending end of sale and/or end of support during the contract period.

14.32. Bidder should provide the application for integration of the SMS, however the bank to decide the application to be used.

14.33. Project Completion and Management:

3.33.1. For smooth completion of project the Bidder should identify one or two of its representatives at Mumbai as a single point of contact for the SSL.

3.34.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

14.34. Service Level Expectations

- The contract will be for a period of three years and shall be extended to 2 years on discretion of the bank.
- Complete Solution (Push, Pull type SMS Alerts, RCS Service, Whatsapp Service and USSD Services) must have 99.95% uptime and should be available on 24x7x365 days basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.
- SMS Alerts should be delivered in all countries and all areas without any exception.

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Schedule1
Covering Letter for Proposal submission
(To be submitted on Company Letter head)

Date:

To:
SHCIL Services Limited.
SHCIL House Plot No-51 TTC Industrial Area
MIDC Mahape Navi MUMBAI- Pin-400710

Dear Sir,

Sub: RFP for Procurement of SMS Service

We, the undersigned are duly authorized to represent and act on behalf of _____
(Bidder Name) in terms of the enclosed Board resolution.
Having reviewed and fully understood all information provided in the RFP Document
dated ___/___/___) issued by SHCIL Services Limited, we
_____ **(Bidder Name)** are hereby submitting our Bid.

Our Bid is unconditional, valid and open for acceptance by SHCIL Services Limited up
until 180 days from the last date of submission of the RFP.

We undertake that we shall make available to SHCIL Services Limited any additional
information clarification it may find necessary or require to supplement or authenticate
the Bid.

We hereby agree, undertake and declare as under:

- In the event that SHCIL Services Limited discovers anything
contrary to our above declarations, it is empowered to forthwith
disqualify us and our Bid.
- We undertake that in case there is any change in facts or
circumstances during the Bidding process, and we are being
disqualified in terms of the RFP, we shall intimate SHCIL Services
Limited of the same immediately.
- We further declare that we have not been declared ineligible for corrupt
or fraudulent practices in any bidding process in the past five years.
- We confirm that SHCIL Services Limited and its authorized
representatives are hereby authorized to conduct any inquiry or

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investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our advisors and clients regarding any financial and technical aspects.

- We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SHCIL Services Limited in connection with the selection of the Bidder or in connection with the Bidding process, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.
- We understand that:
 - All information submitted under this Bid shall remain binding upon us.
 - SHCIL Services Limited may in their absolute discretion reject or accept any Bid or cancel the Bidding Process.
 - SHCIL Services Limited has the right to reject our Bid without assigning any reason
 - SHCIL Services Limited is not bound to accept any Bid that it may receive pursuant to the RFP.
 - We acknowledge that SHCIL Services Limited will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.
 - We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by SHCIL Services Limited from time to time at its sole discretion.
 - This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Mumbai, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.

We confirm that we are complying with all requisite regulatory guidelines.

Name of the Bidder
Signature of the Authorized Person
Date

Name of the Authorized Person :-

Company rubber stamp/seal

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Schedule 2
Details of the Bidder / Vendor Profile
(To be submitted on Company Letter head)

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

Vendor Profile

Sr.No.	Parameters	Details furnished by the bidder		Details of proof submitted
1.	Name of the firm/Company			
2.	Year of establishment			
3.	Names of the Partners/Directors			
	Addresses			
	Head Office			
4.	Contact person			
	a) Name			
	b) Telephone number			
	c) E-mail ID.			
5.	Financial parameters of vendor			
	Business Results	Turn over	Profit	
	Previous Year FY (Y1)			
	Y1 minus 1			
	Y1 minus 2			
	(Only company figures need to be mentioned. Not to include group figures)	(Mention the above amount in INR only)		

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6.	Details of the similar assignments executed by the bidder (vendor)		
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Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate SHCIL Services Limited to verify the correctness of the information.

Place:

Date:

Signature of authorized official, designation and stamp

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Schedule 3

Compliance Statement
(To be submitted on Company Letter head)

Subject: RFP for Procurement of SMS Services

Ref: RFP No. SSL/SMS/2022-2023/0001

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by SHCIL Services Limited We also agree that SHCIL Services Limited reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Item / Clause of the RFP	Compliance (yes/ no)	Remarks/Deviations (if any)
Objective of the RFP		
Scope of Work		
Eligibility / Technical Criteria		
Clarification to RFP Document		
Bid Preparation & Submission		
Right to alter RFP		
Payment Terms		
Compliance Requirements		
All other General Terms & Conditions in the RFP		
Annexures in the RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal
Name & Designation

Signature of Vendor Representative Duly authorized to sign
for and on behalf of the company

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Annexure 1

INTEGRITY PACT FORMAT

(TO BE SIGNED AND SUBMITTED ONLY BY THE SUCCESSFUL BIDDER ON PLAIN PAPER)

(_____ **Name of the Department / Office**) Tender
No. _____ **for** _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on ____ day of ____ 2022, between, on one hand, SHCIL Services Limited , a company incorporated under Companies Act, 1956, with its Registered Office at SHCIL HOUSE , P-51 , T. T. C Industrial Area , MIDC , Mahape , Navi Mumbai – 400710 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____

_____ (with complete address and contact details) represented by Shri _____ (i.e. Vendors / Bidders hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal /Owner has appointed Independent External Monitors (IEM) to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

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WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities and Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

I. Commitment of the Principal / Buyer

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

a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.

b) The Principal/Owner will, during the Tender Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender Process, provide to all Bidder(s) / Counter Party (is) the same information and will not provide to any Bidder(s)/Counter Party(ies) confidential / additional information through which the Bidder(s)/Counter Party(ies) could obtain an advantage in relation to the Tender Process or the Contract execution.

c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past been of biased nature.

2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / SHCIL Services Limited will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in

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particular commit itself to the following. Counter Party (is) / Bidders commits himself to observe these principles during participation in the Tender Process and during the Contract execution.

2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / SHCIL Services Limited or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / SHCIL Services Limited for forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Principal / SHCIL Services Limited

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.

5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.

6. The Bidder / Counter Party has to further confirm and declare to the Principal / Stock Holding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / SHCIL Services Limited or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of SHCIL Services Limited /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

8. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.

9. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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10. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / SHCIL Services Limited as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also undertake to exercise due and adequate care lest any such information is divulged.

11. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

12. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.

13. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / SHCIL Services Limited or alternatively, if any relative of an official / employee of Principal / SHCIL Services Limited has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender.

14. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.

15. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / SHCIL Services Limited

16. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender Process.

17. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / SHCIL Services Limited is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / SHCIL Services Limited Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / SHCIL Services Limited

2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / SHCIL Services Limited's absolute right to resort to and impose such exclusion.

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3. Apart from the above, the Principal / SHCIL Services Limited may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / SHCIL Services Limited

4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ SHCIL Services Limited may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach Without prejudice to any rights that may be available to the Principal / SHCIL Services Limited / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / SHCIL Services Limited / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. **Criminal Liability:** If the Principal / Owner / SHCIL Services Limited obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / SHCIL Services Limited has substantive suspicion in this regard, the Principal / SHCIL Services Limited / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

V. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

1. The Bidder(s) / Contractor(s) / Counter Party (is) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.

2. The Principal / SHCIL Services Limited / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.

3. The Principal / SHCIL Services Limited / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / SHCIL Services Limited and the Bidder/Counter Parties, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

VI Independent External Monitor (IEM)

1. The Principal / Owner / SHCIL Services Limited has appointed competent and credible Independent External Monitor (s) (IEM) 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 Integrity Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, SHCIL Services Limited Ltd.

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3. The Bidder(s)/Contractor(s) / Counter Party(is) accepts that the IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal / SHCIL Services Limited / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender Documentation / papers / Files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (is) with confidentiality.

4. In case of tenders having value of 5 crore or more, the Principal / SHCIL Services Limited / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /SHCIL Services Limited and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The IEM will submit a written report to the CEO&MD, SHCIL Services Limited . Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / SHCIL Services Limited and should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CEO&MD, SHCIL Services Limited Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD,SHCIL Services Limited has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.

8. The word 'IEM' would include both singular and plural.

VII. Duration of the Integrity Pact (IP) This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD & CEO SHCIL Services Limited

VIII. Legal and Prior Rights All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

Signature of Vendor Representative Duly authorized to sign
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IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

(For and on behalf of Principal / Owner / SHCIL Services Limited

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

1. _____ (Signature, name and address)
2. _____ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

Covering Letter on SHCIL Services Limited Letterhead
(Annexure- I of Integrity Pact)

Ref: RFP No. SSL/SMS/2022-2023/001

Dated : June 03 , 2022

To,

Sub: Tender no. _____ For _____

Dear Sir,

Declaration

SSL (SHCIL Services Limited)hereby declares that SHCIL Services Limited has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tender / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SHCIL Services Limited

Yours faithfully,

For and on behalf of SHCIL Services Limited

(Authorized Signatory)

Signature of Vendor Representative Duly authorized to sign
for and on behalf of the company