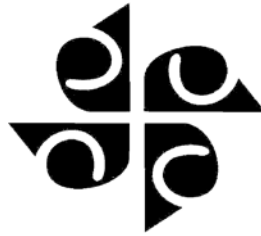


Request for Proposal (RFP)

For Selection of

SMS SOLUTION PROVIDER

**The Akola Janata Commercial Co-operative Bank
Ltd., Akola
(Multistate Scheduled Bank)**



**Head Office,
“Janvaibhav”,
Old Cotton Market,
Akola – 444001**

RFP Reference No. : AJCCB/IT/2018-19/CBS-SMS2

Date : 28.05.2018

The information provided by the bidders in response to this Request For Proposal (RFP) will become the property of The Akola Janata Commercial Co-operative Bank Ltd., Akola and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and such amendments will be binding upon the Bidders. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever. This document is prepared by The Akola Janata Commercial Co-operative Bank Ltd., Akola for Selection SMS Solution Provider for CBS. It should not be reused or copied or used either partially or fully in any form.

1. Invitation for tender offers

The Akola Janata Commercial Co-operative Bank Limited, Akola. invites sealed tender offers (technical and commercial offer) from eligible, reputed SMS Solution Providers for supply, installation & commissioning SMS Solution integrated with Bank's Core Banking Solution provided by Infracsoft Technologies Ltd.,

A complete set of tender document may be downloaded from our website www.akolajanatabank.com.

The details are given below:

Tender Reference	AJCCB/IT/2018-19/CBS-SMS2
Date of commencement of issue of RFP document	28.05.2018
Tender Fees (Non Refundable)	Rs.1,180/- (incl GST)
Last Date and Time for receipts of commercial offers	06.06.2018 upto 5.00 P. M.
Address of Communication	Chief Executive Officer The Akola Janata Commercial Co-operative Bank Limited, Akola. " Janvaibhav" Old Cotton Market, P. B. No. 90, Akola 444001
Email address	cbs.ajccb@gmail.com
Contact Telephone Numbers	0724-2430012, 2430639, 2430241
Bids to be given to	Chief Executive Officer, The Akola Janata Commercial Co-operative Bank Limited, Akola.

No separate intimation for opening of tenders will be sent to the bidders.

Technical Specifications, Terms and Conditions, the formats and pro-forma for submitting the tender offer are described in this tender document and its Annexure.

Chief Executive Officer
The Akola Janata Commercial Co-operative Bank Limited, Akola.

2. About The Akola Janata Commercial Co-operative Bank Ltd., Akola

The Akola Janata Commercial Co-op. Bank Ltd., Akola, established as a Multi State Schedule Co-operative Bank having 40 Branches, 4 Extension Counters and Head office spread across Maharashtra and Madhya Pradesh..

Bank has approx. deposit of Rs.1385 Crores and Advances of Rs.796 Crores and has recently implemented Core Banking Solution across branches.

3. Bank's Requirements

Banks Head Office situated at Akola and has built Data Center at HO. Objective of this RFP is to purchase SMS Solution for sending OTP, Transactional & Promotional SMS along in Push mode.

(a) Items

1. Six digit ID
2. SMS Push services
3. Ten digit dedicated Long code – Virtual Mobile Number
4. Integration with CBS software through API for automated messaging system
5. OTP SMS
6. Transactional SMS
7. Promotional SMS

(b) Requirement of Mobility

Bank requires a platform that is flexible, scalable and cost-effective so that it can mobile-enable a few business processes already running at the back-end in the shortest possible time. The communication platform should create possibilities of sending in automated, manual and scheduled, SMS from an internet-enabled computer system to a mobile phone in the field. In addition, authorized people with mobile phones should be able to send information to back-end systems via SMS.

4. Benefits envisaged for using SMS as a medium of communication

a) Cost-effectiveness

As a communications medium, SMS has to be the most cost-effective way of communicating to any mobile audience. There should be a manual &/or automated process to send SMS to a large groups of recipients.

b) Immediacy

An SMS should be delivered within one second. Because messages are pushed to the handset by delivering through network's SMSC and does not rely on the recipient retrieving it from a server.

c) Automation

As we want to integrate SMS with CBS database environments, automating SMS is necessary. The solution should allow for generic protocol integration such as e-mail, XML, SMPP, XML and windows application systems to its Servers.

d) Reliability

Since SMS was launched, it has excelled as an acceptable communications medium. With the increase in acceptance of SMS delivery, solution provider is expected to commit achieving 100% reliability. Extreme reliability is required for delivery of time-sensitive messages to recipients.

e) Message Reporting

SMS should be saved on The Akola Janata Commercial Co-op Bank Ltd. existing IT infrastructure, and should also be logged with a full message report by the solution provider servers. Bank should be able to search messages based on date, content, destination number and product or ID employed.

Through XML API, The Akola Janata Comm. Co-op Bank should be able to do:

- Offer high quality service to both its internal & external employees
- Reduce cost of ownership
- Get instant information, anytime, anywhere
- Send important data to mobile work force
- Remain in touch with stake holders at remote locations

5. Proposed requirement for SMS Services

Sender ID of 6 characters required - **AKLJCB**

(A)SMS Push

(i) XML API

XML SMS service should be designed to let end user send across SMS messages using XML interface. The API should support custom UDH, flash messages, message scheduling and various other advance features. The API should specially be designed to let user send custom UDH while sending messages.

GSM network should support GSM character set. Other than this, the solution provider should support XML API sending messages in Unicode using UTF-16 and UTF-8 format.

Should support Unicode messaging set of 70 characters SMS.

Binary messaging should support 140 characters including UDH.

If a message is sent whose length is longer than permitted characters limit, it should be broken into multiple messages. XML API should incorporate function to send bulk messages to multiple users throughout single XML session.

Should provide the SMS Service on a continual basis (24X7).

(ii) Bulk SMS Services (Push)

The push component is responsible for connecting to Short Message Service Center (SMSC), submit SMSes and receive the delivery status for the same. Different departments can send Bulks SMS to their customers by connecting the following interfaces

- a) Web Interface
- b) API

- c) HTTP
- d) SMPP

Users should be able to push following types of messages (but not limited) from the Web Interface.

- Short SMS
- Long SMS
- Unicode SMS
- Long Unicode SMS

(iii) Key features of HTTP should cover :

- Bulk Individual SMS (Different messages to different people at a single click)
- Existing DATA from any source can be copied and pasted into the application.
- Long SMS
- Creation of groups
- Personalized SMS
- Password Protection
- Live report as provided by operator.

(iv) User Management and MIS

Solution provider should have its own server which will be given access to the authorized person of Bank. The authorized person will have control over all SMS traffic in terms of creating, editing and controlling the user accounts besides budgeting and allocating SMS credits. The solution provider should provide the Master Account to the Bank for creation of sub accounts for different groups. The authorized person should be able to view log of all messages that pass through the server. The MIS should be available to view the message text, time stamp, 'from' field and 'destination' number for any specific User id or time duration. All MIS reports should be downloadable in .CSV format that can be read in MS Excel.

6. Quality of Service

Solution provider should provide a high quality of service. Its Servers should have in-built redundancy and fail-over mechanism. The Server should be connected to various mobile operators globally. **The SMS delivery efficiency should be 99.99%.**

7. Confidentiality

Solution provider shall have to undertake that it shall not disclose, divulge or reveal any information, including the mobile number and the text of SMS sent, that it may have gained or otherwise acquired from The Akola Janata Commercial Co-op Bank Ltd. by virtue of or as a result of the implementation of the aforementioned SMS services and shall ensure that the same is kept secret and confidential at all times.

8. Technical Support

Solution provider would provide technical support on all working days over the phone and email. For the same, The Akola Janata Commercial Co-op Bank Ltd. would be provided with a contact number and a contact mail id at which the authorized person can get in touch in case of any problems with regard to the service of sending/receiving SMS.

Transaction Gateway has to be open for 24 hours and 99.9 % uptime is required.

System should provide real time counters and downtime report, real time message delivery supporting multiple connectivity per service provider, connecting through universally accepted protocols: HTTP / HTTPS / SMPP3.4 / CIMD2.0, supporting secured platform with HTTPS/SSH/SFTP password authentication and audit trail.

Bank should have option to route SMS via multiple vendors – for the Bank to control routing from a single panel. The architecture should support integration with MS SQL database.

High throughput / TPS should be available on SMS. Solution provider should have setup of multiple data centers and internet backbone connects. There should be dedicated environment with automated failover for increased uptime and security.

Solution provider will have to sign SLA with Bank. Solution provider will have to undertake the successful UAT of API with OmniEnterprise CBS software from Infracore Technologies Ltd and undertake delivery of SMS with **99.99% efficiency**.

The pull component has to be configurable and should be easily integrated with Core Banking Software of our Bank.

The application integration server of solution provider should have key features like :

- Hosted High End Quad Core Servers .
- Built to handle High volume PUSH requirements
- Supports both short and long sms
- Runs on all Windows Platforms

All data maintained in the system will be the exclusive property of our Bank. Solution provider will not be allowed to reuse or sale the data for marketing purpose or any other related work. NDA will have to be signed at the time of ordering.

INSTRUCTION TO BIDDERS

1. Techno-Commercial Offer

The techno-commercial offer should be submitted in sealed envelope at the Bank's address given below on or before the schedule given above.

Chief Executive Officer
The Akola Janata Commercial Co-op. Bank Ltd.
"Janvaibhav",
Old Cotton Market, Akola.
Akola- 444001 (M.S.)
E-Mail: cbs.ajccb@gmail.com

The envelope must be super scribed with the following information –

- Tender Number
- Due Date
- Name of Bidder

- Name of the Authorized Person
- E-mail ID of the authorized person to contact.
- Mobile Number
- Correspondence Address

All schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.

Offers received after the date and time specified for receiving the offers are liable for rejection.

2. Qualification Criteria

Reputed vendors, who have experience in executing SMS Solutions for Core Banking System preferably of co-operative banks only need to apply:-

- The Bidder submitting the offers should be a GST registered firm having an Average Annual Turnover of Rs.25 Lakh in last three consecutive financial years.
- The Company/Firm should have made Net Profits in at least two financial years in last 3 Years.
- The vendor should be doing business for at least three years in the same field.
- Bidder should be an Authorized Service Provider for the solutions offered.
- The Bidder should be providing successful services to at least two banks of our size.
- Bidders must submit a Tender specific Manufacturer Authorization Form (MAF) that they have been authorized to quote and provide services on behalf of the manufacturers.

3. Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the vendors. These terms and conditions will also form a part of the purchase order, to be issued to the successful vendor(s) on the outcome of the tender process. If there is any deviation must be mentioned in Annexure F.

4. Schedule of Requirements

Sn.	Description of Services	Unit
1.	One Time Charges	
a)	Integration with Infracore Technologies OmniEnterprises CBS & License Fee	One
b)	Six Digit Sender ID Charges	One
2.	Slab Based Recurring Charges – Transactional	
a)	5 Lakh Priority Messages	Per SMS
b)	10 Lakh Priority Messages	Per SMS
c)	25 Lakh Priority Messages	Per SMS
d)	50 Lakh Priority Messages	Per SMS

e)	Greater than 50 Lakh Priority Messages	Per SMS
3.	Slab Based Recurring Charges – Promotional	
a)	1 Lakh Messages	Per SMS
b)	2 Lakh Messages	Per SMS
c)	5 Lakh Messages	Per SMS

It may be noted that the requirements given in this tender is indicative only and the Bank reserves the right to accept or reject any quotation and also to alter any or all the terms and conditions without assigning any reason thereof.

5. Offer validity Period

The offer should hold good for a period of 60 days from the closing date of the tender.

6. Address For Communication

Offers should be addressed to the following officer at the address given below:

Chief Executive Officer
The Akola Janata Commercial Co-op. Bank Ltd.,
“Janvaibhav”, Old Cotton Market,
Akola, Maharashtra.
Akola- 444001 (M.S.)
E-Mail: cbs.ajccb@gmail.com

7. Proposal Ownership

The proposal and all supporting documentation submitted by the vendor shall become the property of the Bank.

8. Clarification of Offers

In order to facilitate scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarifications on the offer made by them. The request for such clarifications and the vendor response shall necessarily be through e-mail or in writing.

9. No Commitment to Accept Lowest

The Akola Janata Commercial Co-op. Bank Ltd., is under no obligation to accept the lowest Offer received in response to this tender and reserves the right to split the order or reject any or all the offers including incomplete offers without assigning any reason whatsoever. The Akola Janata Commercial Co-op. Bank Ltd., reserves the right to make any changes in the terms and conditions of the RFP. The Bank will not be obliged to meet and have discussions with any vendor and / or to entertain any representations.

11. Format for Offer

The suggested format for submission of offer is as follows:

- (1) Covering letter. This should be as per Annexure A.

- (2) Details of the vendor, as per Annexure B.
- (3) Details of past installation, as per Annexure C.
- (4) Commercial Schedule of Requirements as per Annexure D.
- (5) Tender Specific Manufacturer's Authorization Form as per Annexure E.
- (6) Terms and Conditions Compliance as per Annexure F.

12. Erasures or Alterations

The Offers containing erasures or alterations may not be considered. There should be no handwritten material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" will not be acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and hence unacceptable.

13. Negotiation

It is absolutely essential for the vendors to quote the lowest price at the time of making the offer in their own interest, Bank reserve the right to enter into any price negotiations.

14. Amendment to RFP Contents

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment. Amendment will be notified in writing or by e-mail to all the prospective bidders.

Bank reserves the right to scrap the tender at any stage without assigning any reason.

TERMS & CONDITIONS OF THE TENDER

1. Payment Terms

The Akola Janata Commercial Co-op. Bank Ltd will make payment as follows:

- One Time Charges – Will be paid immediately upon integration with CBS
- Recurring Charges – Will be paid in slabs after delivery of SMS and raising of invoice
- Bank will raise purchase order for deliveries of SMS to be effected for a specific period of time in various slabs

2. Delivery and Installation

The Vendor shall be responsible for delivery and installation of solution ordered at HO and for making them fully operational at no additional charge within **15 days** from the date of order.

3. Reference Checks

Vendors are required to provide a minimum of Two-reference site in Maharashtra. All the details of reference sites requested for in Annexure C should be provided along with the names and contact details of persons who will be available for discussions. The Bank, at its option, will contact these reference sites to obtain information on the solution and implementation.

4. Completeness of Installation

The vendor has to install the software in the Bank's system in co-ordination with Bank and CBS Application Software vendor of bank – Infracore Technologies Ltd., The installation will be deemed as incomplete if any component of is not delivered or is delivered but not installed and/or not operational or not integrated with CBS not acceptable or to The Akola Janata Commercial Co-op. Bank Ltd after acceptance testing/examination.

5. Order Cancellation

The Akola Janata Commercial Co-op. Bank Ltd reserves its right to cancel the order in the event of one or more of the following situations:

Delay in delivery and installation beyond 30 days from the date of respective work order.

6. Inter-working of SMS Solution and Software

The vendor must integrate hardware, CBS and software components supplied by him to make the system integrated and functional. The vendor will give support to locate the nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. At the discretion of The Akola Janata Commercial Co-op. Bank Ltd, acceptance test will be conducted by the vendor at the site in the presence of the officials and persons authorized by The Akola Janata Commercial Co-op. Bank Ltd and/or its nominated consultants.

7. Software API, Drivers, Manuals & Training

The API will have to be supplied by the vendor along with training for the same.

8. Installation / Reinstallation

Vendor should undertake any installation and/or reinstallation that is required to be done for operating system and/or configuration for the Bill of material supplied without any cost thereof to The Akola Janata Commercial Co-op. Bank Ltd.

9. Indemnity

a) Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the hardware, software or deliverables at all points of time. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any

statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

b) Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

c) Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided software and since the Bidder would be managing the services, the Bidder should be responsible for loss/compromise or damage to Bank's data.

d) The bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the bidder with Laws / Governmental Requirements
- IP infringement under any laws including Copyrights Act 1957 & IT Act 2000, IT Act 2008 or any amendments applicable at the time of incidence.
- Negligence and misconduct of the Bidder, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.
- Loss of data due to any of the reasons mentioned above

Indemnity would be limited to the damages as awarded by arbitrator / court for direct claim and shall exclude indirect, consequential and incidental damages provided that the claims against users and service providers of the Bank and also claim by and against customers would be considered as "direct" claim.

e) In the event that the Bank is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Bidder on its own expense, will undertake to defend the Bank and shall also settle all/any claims arising out of it.

f) It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.

g) On its part, the Bank will relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.

h) The Bidder must undertake to indemnify that all the Software delivered is free of defects. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. All the software must be licensed and original.

10. Confidentiality

"Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:

(a) relates to the Disclosing Party; and

(b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

(c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

(d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

(e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

(f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus five years.

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

(h) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party: Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of Core Banking Project.

The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or Unless otherwise agreed herein, use any such Confidential Information and materials for its own

benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

(i) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

(ii) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;

(iii) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

(iv) Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

The restrictions in the preceding clause shall not apply to:

Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

11. Work to be done according to the Law

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

12. Force Majeure Clause:

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of The Akola Janata Commercial Co-operative Bank Limited, Akola in fires, floods and freight embargoes. If a Force Majeure situation arises, the Vendor shall promptly notify The Akola Janata Commercial Co-operative Bank Limited, Akola in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by The Akola Janata Commercial Co-operative Bank Limited, Akola in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, The Akola Janata Commercial Co-operative Bank Limited, Akola and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem.

13. Breach of Contract:

If the vendor commit a breach of any terms and conditions of the contract then The Akola Janata Commercial Co-op. Bank Ltd shall have option to terminate the contract by giving 15 days prior written notice to the vendor and in that event the The Akola Janata Commercial Co-op. Bank Ltd will be entitled to complete the remaining work at the risks and cost of the vendor and the vendor will be liable to make good the losses that the The Akola Janata Commercial Co-op. Bank Ltd may suffer / will be incurred on that account. And if during the notice period the breach is remedied by the vendor to the satisfaction of The Akola Janata Commercial Co-op. Bank Ltd or condoned by the The Akola Janata Commercial Co-op. Bank Ltd the contract shall remain in force.

14. Assignment of Contract

The Contract or any part thereof shall not be assigned or sublet without permission of the The Akola Janata Commercial Co-op. Bank Ltd.

15. Resolution of Dispute

a) It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result. In case this attempt fails, arbitration process will be followed as per Indian Laws and the resulting award will be binding for all concerned.

b) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on both the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Akola.

- c) The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d) The venue of the Arbitration shall be in Akola only.

16. Governing Law & Jurisdiction

All disputes under the Jurisdiction will be of the Courts in **AKOLA, Maharashtra only.**

Annexure A - Tender Offer Cover Letter

Date: _____ 2018
Tender Reference No.: _____

To:

Chief Executive Officer,
The Akola Janata Commercial Co-op. Bank Ltd

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and install _____ (Description of Services) in conformity with the said tender documents in accordance with the Schedule of Prices attached in the commercial offer and made part of this tender.

If our tender offer is accepted, we undertake to commence delivery within _____ (Number) days and to complete delivery, installation and commissioning of all the services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

We agree to abide by this tender offer till 60 days from the closing date of tender and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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

Dated this _____ day of _____ 2018

Signature & Seal : _____

Designation : _____

Authorized to sign the tender

Annexure B – Vendor’s Details

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

Sr. No	Item	Details
1	Name of Company	
2	Mailing Address	
3	Telephone and Fax numbers	
4	Constitution of the Company	
5	Name and designation of the person authorized to make commitments to the “The Akola Janata Commercial Co-operative Bank Ltd.”	
6	Email Address	
7	Year of commencement of Business	
8	Turn over of the company (not of group) for the year 2015-2016 2016-2017 2017-2018	
9	Profit of the company (not of group) for the year 2015-2016 2016-2017 2017-2018	
10	GSTIN	
11	PAN	

Signature & Seal of the Vendor

Annexure C - Details of Past Installations

Name of the Vendor _____

Name of the Client	Details of Services	Contact person <ul style="list-style-type: none">• Name• Tel. No.• Fax No.• Address

Signature & Seal of the Vendor

ANNEXURE D : Commercials Schedule of Requirements for Automated / Bulk Push SMS

Sn.	Description of Services	Unit	Price in INR
1.	One Time Charges		
a)	Integration with Infracsoft Technologies OmniEnterprises CBS & License Fee	One	
b)	Six Digit Sender ID Charges	One	
2.	Slab Based Recurring Charges – Transactional		
a)	5 Lakh Priority Messages	Per SMS	
b)	10 Lakh Priority Messages	Per SMS	
c)	25 Lakh Priority Messages	Per SMS	
d)	50 Lakh Priority Messages	Per SMS	
e)	Greater than 50 Lakh Priority Messages	Per SMS	
3.	Slab Based Recurring Charges – Promotional		
a)	1 Lakh Messages	Per SMS	
b)	2 Lakh Messages	Per SMS	
c)	5 Lakh Messages	Per SMS	

Signature & Seal of the Vendor

Annexure E – Manufacturer’s Authorization Form (MAF)

Tender No. _____ dated _____

To,
Chief Executive Officer,
The Akola Janata Commercial Co-op. Bank Limited.,
Akola

Dear Sir,

Tender Reference No. _____

We _____ hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and support as per terms and conditions of the tender and the contract for the services offered against this invitation for tender offer by the above firm.

Yours faithfully,

(Name)
For and on behalf of M/s _____
(Name of manufactures)

Note: This letter of authority should be on the letterhead of the principal solution providing concern and should be signed by a competent person of the solution provider.

Annexure F – Terms & Conditions Compliance

Name of the Vendor _____

SrNo	Tender Condition Description	Deviation if Any

Signature & Seal of the Vendor

*****End of RFP*****