

Request for Proposal (RFP)
For
Installation of Toll Free Service Number



Head Office
General Administration Department
1 A, Russel Street Kolkata – 700 071

RFP REF NO: UCO/GAD/212/2015-16 Dated: 28/04/2015

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank reserves its right to accept or reject in part or full any or all bids without assigning any reason and without any cost or compensation therefor. Further it should also be specifically noted that any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidders.

This document is prepared by UCO Bank for its requirement of installation of toll free numbers for its help desk and call centre

Disclaimer

While the document has been prepared in good faith, no representation or warranty , express or implied, is or will be made, and no responsibility or liability will be accepted by UCO BANK or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO BANK, but an invitation for bidder's responses. No contractual obligation on behalf of UCO BANK, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO BANK and the Bidder.

Table Of Contents

1. INTRODUCTION	6
2. OBJECTIVE	6
3. TENDER DOCUMENT AND FEE	6
4. EARNEST MONEY DEPOSIT	7
5. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT	7
6. SUBMISSION OF OFFER – TWO BID SYSTEM	8
7. ELIGIBILITY CRITERIA FOR THE BIDDER	9
8. BROAD SCOPE OF THE WORK	10
9. SCHEDULE OF IMPLEMENTATION	11
10. ACCEPTANCE TESTS	12
11. UPTIME	12
12. AUDIT BY THIRD PARTY	12
13. SECURITY DEPOSIT & RENTAL	12
14. MINIMUM GUARANTEE OF BILLING	13
15. PAYMENT OF SERVICE CHARGES, IF ANY	13
16. PAYMENT TERMS	13
17. PAYING AUTHORITY	14
18. PRICE	14
19. PERFORMANCE GUARANTEE	14
20. ERASURES OR ALTERATIONS	15
21. LANGUAGE OF BID	15
22. BID OPENING AND EVALUATION CRITERIA	15
23. CLARIFICATION OF OFFERS	16
24. SELECTION PROCESS	16
25. CONTRACT PERIOD	16
26. AWARD OF CONTRACT	17
27. SERVICE LEVEL AGREEMENT (SLA)	17
28. INDEMNITY	17
29. ORDER CANCELLATION (TERMINATION)	17
30. TERMINATION OF SERVICE LEVEL AGREEMENT/CONTRACT	18
31. CONSEQUENCES OF TERMINATION	18

32. LIQUIDATED DAMAGES _____	18
33. ACCEPTANCE TESTS _____	18
34. PENALTY _____	19
35. DISPUTE RESOLUTION MECHANISM _____	19
36. JURISDICTION _____	20
37. NOTICES _____	20
38. AUTHORIZED SIGNATORY _____	20
39. CANCELLATION OF TENDER PROCESS _____	21
40. PUBLICITY _____	21
41. FORCE MAJEURE _____	21
42. CONFIDENTIALITY _____	21
43. NON-TRANSFERABLE OFFER _____	22
44. PERIOD OF VALIDITY OF BID _____	22
45. ADDRESS OF COMMUNICATION _____	22
46. PRELIMINARY SCRUTINY _____	22
47. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID / REVERSE AUCTION PRICE _____	22
48. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID _____	23
49. FORMAT FOR COMMERCIAL OFFER _____	23
50. SIGNING OF THE BID _____	23
51. COSTS OF PREPARATION & SUBMISSION OF BID _____	23
52. CONFIDENTIALITY OF THE BID DOCUMENT _____	24
53. OWNERSHIP AND RETENTION OF DOCUMENTS _____	24
ANNEXURE –I _____	25
ANNEXURE-II _____	26-28
ANNEXURE-III _____	29
ANNEXURE –IV _____	30
ANNEXURE-V _____	31-32
ANNEXURE-VI _____	323
ANNEXURE-VII _____	34-35
ANNEXURE-VIII _____	36-38
ANNEXURE - IX _____	39-47

CONTROL SHEET TABLE

1.	Tender Reference	UCO/GAD/ 212/2015-16 Dated: 28/04/2015
2.	Cost of Tender Document	Rs. 5,000/- (Rupees Five Thousand only)
3.	Date of issue of RFP	29/04/2015
4.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lacs Only, in the form of Bank Guarantee favoring UCO Bank)
5.	Date of commencement of sale of tender document	30/04/2015
6.	Pre-Bid queries	On or before 15/05/2015
	Pre-Bid Meeting	15/05/2015 at 3:00 PM at 'Conference Hall' UCO Bank, Head Office 10, Brabourne Road, Kolkata – 700 071
7.	Last Date and Time for receipt of tender bids	25/05/2015 at 3:00 PM
8.	Opening of Eligibility and Functional and Technical bids	25/05/2015 at 4:00 PM
9.	Opening of Commercial Bid	Date of Commercial Opening will be intimated separately to the technically qualified bidders.
10.	Address of Communication	UCO BANK, Head Office General Administration Department 1 A Russel Street, Park Street, Kolkata-700 071.
11.	Email- ID	hogad.calcutta@ucobank.co.in
12.	Contact Telephone / Fax Numbers	Tel : 033-22264859 Fax : 033-22266459
13.	Bids to be submitted	Tender box placed at: UCO BANK, Head Office General Administration Department 1 A Russel Street, Park Street, Kolkata-700 071.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at **4.00 P.M.**

1. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its General Administration Department at 1A, Russel Street Kolkata - 700071, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle(Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System. The Bank also provides many innovative products and delivery channels like e-Banking, SMS /Mobile Banking, Online Share Trading etc, to its customers.

2. OBJECTIVE

UCO Bank desires to install top-class Toll Free Service connections with 24x7x365 availability. The Bank proposes to install a robust, reliable and feature-rich solution to deliver outgoing and incoming telephone calls to its customers on real time basis and also send promotional voice and alerts. Against the above backdrop UCO Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field providing Toll Free Services to offer complete solution as per the technical/ functional specification given in this RFP document.

3. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

UCO Bank, Head Office
1A, Russel Street,
Park Street, Kolkata – 700071
Phone no: 033-22264859
Fax no: 033-22266459
Mobile: +919477267431
E-Mail: hogad.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information, the bid will be rejected summarily by The Bank.

4. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Installation of Toll Free Service Connection	Rs. 5,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them after selection of successful bidder without any interest thereon. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

5. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' 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) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

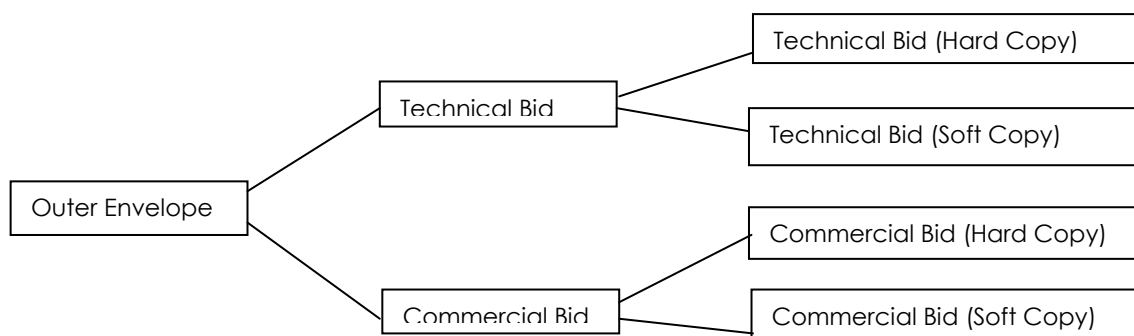
6. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids duly sealed and superscribed as “Technical bid” and “Commercial bid” respectively should be put in a single sealed outer cover duly sealed and super-scribed “**Bid for Implementation of Toll Free Service Number – (Main Copy)**” as per bid details given in the RFP. Similarly Bidders shall also submit a copy of the total bid in a separate single sealed outer cover duly sealed and super-scribed “**Bid for Implementation of Toll Free Service Number – (Duplicate Copy)**” as per the below mentioned diagram and as per bid details given in the RFP

The bids (Main copy along with soft copy) shall be dropped/submitted at UCO Bank’s address given in Bid Detail- Control Sheet Table, on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the System Integrator or Bidder.

All envelopes must be superscribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



The Technical Offer should be complete in all respects and contain all information asked for in the exact format (Hard Copy) of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

7. ELIGIBILITY CRITERIA FOR THE BIDDER

Only those Bidders, who fulfill the following criteria, are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	(Proof of documents must be submitted)
1	The Bidder should be a registered as company in India under the Companies Act, 1956.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer should have minimum net worth of Rs. 100 crores and should have registered annual turnover of Rs 1000 Crores per year during last 3 financial years i.e. 2011-2012, 2012-2013 and 2013-2014.	Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e 2011-2012, 2012-2013 and 2013-2014 should be submitted.
3	Bidder should be a profit making company i.e. Profit after tax for at least any one of the last 3 financial years (2011-12, 2012-13, 2013-14).	Copy of the audited Balance Sheet showing profit of the company should be submitted.
4	Bidder submitting the offer should have provided Toll Free Service Number in at least one scheduled commercial bank in India during the last three years. The solution offered should be currently running successfully as of RFP submission date.	Copy of relevant purchase orders or experience certificate from the related Bank to be submitted with the contact details of the person signing the Purchase Order. The Bidder is also required to submit recent reference letter from the Bank where Toll Free Service Number are being provided by the bidder company.
5	The service provider should have existing POIs (Point of Interconnect) with other service providers in various telecom circles to enable smooth flow of calls between any number (of any service provider) and from any part of the country and Bank's helpline/call center TFS number. For that purpose, the bidder should have necessary tie-up/arrangements with other service providers prior to the date of RFP.	Copies of Agreements / Certification with the telecom operators with which it has have necessary tie-up/arrangements prior to the date of RFP. Undertaking to be provided by bidder to renew agreements/ tie-up arrangements up to the validity of Bank's contract period.
6	Bidder should have a capability to handle at least 200 Real Time calls per second.	Reference Letter from the respective Banks with Invoices raised mentioning the volume of Real Time calls. Bidder to submit latest (previous month's) invoice paid by respective scheduled Commercial Banks. Invoices raised by the bidder other than commercial Banks would not be considered.

7	The Bidder should be able to allocate a minimum output of 200 calls/sec to UCO Bank	Undertaking to be provided for at least minimum throughput of 200 calls/sec to Bank.
8	The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery / handling of calls and should be a registered with TRAI for providing service as per RBI guidelines.	An Undertaking to this effect to be submitted on Company Letter Head. Copy of the valid certificate of TRAI to be enclosed.
9	The bidder should have a support/representative office in Kolkata to provide onsite support immediately on call.	Bidder has to submit Address and contact Details of service centers.
10	Bidder should not have been debarred/black-listed by the Government / Government Agency / Banks / Financial Institutions in India.	Self-declaration this effect must be submitted in company letter head.

Note: - In this tender process, either the Indian agent on behalf of Principal Solution Owner or Principal Solution Owner itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal solution owner, the same agent shall not submit a bid on behalf of another Principal solution owner in the same tender for the same item or product.

8. BROAD SCOPE OF THE WORK

8.1 The Bank desires to procure top-class Toll Free Service Number with 24x7x365 availability for its 'Help Desk' and 'Call Center(s)'. The Platform provided by the bidder must include following features:

Reliability and Timeliness:

- The Platform must support transmission of large scale calls to multiple users in multiple networks such as Landline & Mobile network (GSM, CDMA) etc.
- The Platform must give commitment to service levels with guaranteed delivery of calls.

Secured & Trusted Environment:

- The equipments at the bidders end must be part of a network operator secured infrastructure and must offer trusted call service.

Uniform Application Access:

- A single uniform access number is necessary across multiple network operators.

Best-in Class Application Platform:

- Seamless integration with any system so as to enable a smooth and secure flow of information.

8.2 The scope of the services is to be provided for the period of three years from the date of signing of the contract.

8.3 Bidder should provide a network based solution having a facility of configuration of short or long codes in the network as per Bank's requirement.

8.4 The brief description of Toll Free Service Number that Bank is planning to avail is as under:

- Toll free service number should have incoming and outgoing call facility and Call routing i.e. to divert/forward the incoming calls to the intended recipients or Regional call centers.
- Integration of the calls with various business applications.
- The selected vendor will be required to ensure that Toll Free Service Number offered are in conformity with TRAI / RBI / Govt. of India guidelines issued from time to time.

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

8.6 The above scope shall also be applicable for bank sponsored RRBs and other institutions as per GOI/DFS/RBI guidelines. Selected bidder would be required to provide services to Bank sponsored RRBs and other institutions as per GOI/DFS/RBI guidelines, at the same cost. However, the payment to the selected vendor would be made by respective organizations using the services.

8.7 The total volume of calls estimated on help desk plus call center TFS numbers is about **5,00,000 to 10,00,000 calls per month**. With the opening of new call centers, this volume may further go up. However, the above volume of calls is only estimate as per present projections and Bank does not guarantee this volume of business. The actual volume may vary as per business requirements.

8.8 The bidder shall be responsible for delivery of real time calls on 24*7*365 basis as per the requirement of Bank.

9. SCHEDULE OF IMPLEMENTATION

The selected bidder has to provide the Toll Free Service Number as per the 'Broad Scope of Work' mentioned herein above **within three weeks** from the date of award of contract / Letter of Intent / Purchase Order.

10. ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

11. UPTIME

The bidder shall guarantee an uptime of 99.5% on monthly basis which shall be calculated as accessibility to the calls for all the services that are availed by the Bank. The 'Uptime' is equal to total contracted hours in a quarter less Downtime. Selected bidder is expected to submit this report within a week after expiry of every calendar quarter. Delays, if any, on account of procurement of spares will not be exempted while reckoning the uptime SLA. The request for support shall have to be attended by the vendor even if the request is made over telephone/ SMS or by e-mail/fax by the respective sites, within 2 hours.

The 'Downtime' is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration' is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime of 99.5% on monthly basis, Bank shall impose penalty. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP.

Bank may recover such amount of liquidated damages from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

12. AUDIT BY THIRD PARTY

Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.

13. SECURITY DEPOSIT & RENTAL:

Bank can make the payment of reasonable amount towards **one time security deposit**. However, in that situation, the service provider would allow rebate/give discount in usage charges with the amount equivalent of gross 'one time security deposit' **every month** during the entire tenure of services rendered by the selected bidder.

For Example, Bank makes the payment of Rs. 1,00,000/- towards one time security deposit to the selected bidder. Following illustration would clarify the above aspect. However, payment of applicable taxes viz. Service tax, VAT (sales tax - if applicable) etc. shall be extra.

SN	Particulars	Month-1	Month-2	Month-3
1	Total usages charges calculated on the basis of total calls (Incoming plus outgoing calls) i.e total call multiplied by rate per call.	4,00,000	4,50,000	5,00,000
2	Less (Discount) equivalent of 'One time Security Deposit'	1,00,000	1,00,000	1,00,000
3	Net amount payable by the Bank	*3,00,000	*3,50,000	*4,00,000

*Plus applicable taxes.

No amount towards rental & other charges shall be applicable / payable by the bank.

14. MINIMUM GUARANTEE OF BILLING:

Bank will undertakes to make the payment of **Rs.3,00,000/- per month (minimum)** towards billing of help desk and call centre toll free numbers OR the actual bills raised by the service provider, whichever is higher.

15. PAYMENT OF SERVICE CHARGES (IF ANY) :

Except the call charges, at the agreed rate and applicable taxes, Bank would not make any other payment viz. Cost of Hardware/Software, Connecting Lines, Maintenance, Cost of Engineers/Manpower, Installation Charges i.e. Creation/ Deletion /Modification of any Toll Free Service connection etc.

16. PAYMENT TERMS

- 16.1 One (single) bill will be raised by the service provider company for all help desk and call centre toll free numbers installed at Kolkata and other cities in India.
- 16.2 Payment for the Services will be made to the service provider company on monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents.
- 16.3 Bank shall reimburse the rate per call multiplied by actual no. of calls during the month.
- 16.4 The Bank will pay the applicable taxes (including Service tax) ruling at the time of period of services rendered and the resultant billing.
- 16.5 Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo moto.

- 16.6 Billing shall start from the date of effective link in "Ready for Use" position after obtaining a certificate of satisfactory commissioning/acceptance from the Bank.
- 16.7 Bank shall make the payment on receipt of hard copy and soft copy (in CD/DVD) of the Bill every month delivered to its Head Office at 1A Russel Street, Kolkata -700 071.
- 16.8 No late payment charges shall be applicable / payable.

17. PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, General Administration Department, Head Office, 1 A Russel Street, Kolkata 700 071.

18. PRICE

- 18.1 Bidders to quote per call charges at a uniform rate applicable for STD calls as well as local call (Both). Per call different rates for STD calls and local calls will not be acceptable.**
- 18.2 For pricing, call duration shall be taken as 60 seconds (1 minute) per call.**
- 18.3 Prices quoted by the bidder in the price bid shall be valid during the entire contract period.
- 18.4 Prices payable to the bidder as quoted by the bidder in the price bid shall be fixed and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- 18.5 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. service tax, sales tax/VATetc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

19. PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value of Rs. 5,00,000/- as per the format (Annexure-VII). The Performance Guarantee should be valid for a period of 39 months (36Months Guarantee Period +3 Months Claim Period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in implementing and providing the services as per the agreed terms & conditions.

20. ERASURES OR ALTERATIONS

The Bid should not contain any alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

21. LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be **in English language only**.

22. BID OPENING AND EVALUATION CRITERIA

The Bank will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

TECHNICAL & FUNCTIONAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation as mentioned in ANNEXURE – II, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids of the technically qualified bidders would be opened and evaluated.
- b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.
- d) Technical bid evaluation methodology that UCO Bank would adopt is given below:
 - The requirements are given in Annexure –II.
 - UCO BANK may, at its discretion may alter/waiver any condition, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.
 - The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexure-II.

- The Response should be as per the table below.

Response	Description
Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. N.
- Bidder should comply with all the requirements given in Annexure-II. Non compliance to any of the requirement in Annexure-II may attract rejection of the proposal.

COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and qualify in technical evaluation, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. The contract will be awarded only to the successful bidder after final evaluation of commercial bid (will be referred to as L1). **L1 bidder shall be determined based on the 'Total Amount' indicated in Annexure-IV.**

23. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers / bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.

24. SELECTION PROCESS

Technically qualified bidder with the lowest quote based on Total cost of ownership (TCO) as quoted in Annexure-IV, will be considered as the L1 bidder.

25. CONTRACT PERIOD

The Period of contract is initially for **Three Years period** which may be further extended for a further period of one to three years on the satisfactory performance of the Bidder at the sole discretion of the Bank. The period of Three years shall be reckoned from the date of execution of Service Level Agreement. The performance of the selected bidder shall be reviewed from time to time and the bank reserves the right to terminate the contract at its sole discretion by giving two months notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection. However Bank reserves the right to extend the contract for a further period of one to three years with the same terms & conditions, except the rate of per call charges which will be at mutually negotiated cost.

After selection of the vendor, Bank will issue Letter of Intent (LOI) and thereafter vendor has to submit performance Bank guarantee and execute service level agreement with the Bank and thereafter Bank will issue Purchase Order for implementation of Toll Free Service Number.

26. AWARD OF CONTRACT

The contract shall be awarded to and the order shall be placed with selected L1 Bidder based on the price quoted by the bidder in Annexure-IV. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. **Conditional or qualified acceptance shall be rejected.** The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

27. SERVICE LEVEL AGREEMENT (SLA)

The selected bidder is required to execute a 'Comprehensive Service Level Agreement' (SLA) containing the terms and conditions as per Annexure IX.

28. INDEMNITY

The selected bidder is also required to execute a 'Deed of Indemnity' as per Annexure-VIII, along with Service Level Agreement (SLA).

29. ORDER CANCELLATION (TERMINATION)

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- f) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

- g) UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

30. TERMINATION OF SERVICE LEVEL AGREEMENT/CONTRACT

Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 90 days to the service provider without assigning any reason and without cost or compensation therefor.

31. CONSEQUENCES OF TERMINATION

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- d. Bank on its sole discretion, shall invoke the performance guarantee furnished for performance of contract in the event of breach of terms and conditions of the SLA or RFP by the service provider, without prejudice to its rights and conditions available under the Law for the time being in force.

32. LIQUIDATED DAMAGES

For any delay in implementation of the services beyond four weeks, Liquidated Damages at a rate of Rs. 1000/- per day for the period of delay will be charged from the amount payable.

33. ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

34. PENALTY

If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover penalty as mentioned under:

➤ **Penalty for Defect in Services.**

The extent of penalty for fall in availability (uptime as detailed at point no. 11 above) will be as under:

Level of availability calculated on quarterly basis	Penalty Amount
> 99.5% to 100%	No penalty would be deducted
> 97.9% to < 99.5%	1% of current month usages charges payable to the selected bidder.
> 95.9% to < 97.9%	2% of current month usages charges payable to the selected bidder.
> 93.9% to < 95.9%	3% of current month usages charges payable to the selected bidder.
> 91.9% to < 93.9%	4% of current month usages charges payable to the selected bidder.
< 91.9%	5% of current month usages charges payable to the selected bidder.

Both the above penalty for uptime (as described in point no.11 and above) and the Liquidated Damages (as described in point no. 29) are independent of each other and are applicable separately and concurrently. LD & Penalty (Both) are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

35. DISPUTE RESOLUTION MECHANISM

The selected Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Head (GAD) of UCO BANK/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of

the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

36. JURISDICTION

All the dispute(s) / difference(s) arising out of the SLA or RFP shall be subject to the jurisdiction of Courts of Law at Kolkata only and shall be governed by the Law in force in India.

37. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than, on expiry of seven days from the date of posting.

38. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by UCO BANK.

39. CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

40. PUBLICITY

Any publicity by the selected bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The selected Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.

41. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or UCO BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
3. Terrorist attack, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

42. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the stickiest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.

- Conflict of interest: The selected Bidder shall disclose to UCO BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

43. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

44. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

45. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in control sheet.

46. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion may alter/waiver any condition, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

47. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID / REVERSE AUCTION PRICE

UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

48. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- i. Index
 - ii. Covering letter (Annexure – I)
 - iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
 - iv. Technical & Functional Offer with Specifications (ANNEXURE – II & ANNEXURE III)
 - v. General Details of the bidder (ANNEXURE – IV)
 - vi. Letter confirming bid is signed by authorized signatory.
 - vii. Valid Bank Draft / Bank Guarantee as EMD.
 - viii. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
 - ix. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
 - x. Copy of this RFP duly signed by the authorized signatory.
- All Claims made by the bidder will have to be backed by documentary evidence.

49. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in ANNEXURE –IV. The short listed bidder has to keep the finalized price valid for a period of three years from the date of the purchase order. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo moto.

50. SIGNING OF THE BID

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

51. COSTS OF PREPARATION & SUBMISSION OF BID

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

52. CONFIDENTIALITY OF THE BID DOCUMENT

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

53. OWNERSHIP AND RETENTION OF DOCUMENTS

- 50.1 UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- 50.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.
- 50.3 The selected bidder shall not, without the prior written consent of UCO BANK/ Purchaser store, copy, distribute or retain any such Documents.
- 50.4 The selected bidder shall preserve all documents provided by or originating from UCO BANK / Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

Encl: ANNEXURES: I, II, III, IV, V, VI, VII, VIII and IX.

(Tender Offer Forwarding Letter)

Tender Reference No.:_____

Date: XX. XX. 2015

**The Deputy General Manager
UCO Bank,
General Administration Department ,
Head Office**

1 A, Russel Street

Kolkata – 700 071

Dear Sir,

**Sub: Your RFP for “Installation of Toll Free Services Number” RFP Ref. No. UCO/GAD/XX/2015-16
Dated XX/04/2015**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for End To End Management for Installation of Toll Free Services Numbers mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to *Supply & Install* of as per your purchase orders.

In the event of our selection by the bank for End To End Management for Installation of Toll Free Services Numbers, we will submit a Performance Guarantee for a sum of Rupees Five Lac only for a period of 3(Three) years and 3 (Three) months effective from the month of execution of the Agreement in favor of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank anytime before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

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

We enclose the following Demand Drafts:

1. DD No. dated for ` XXXXXX/- (Rupees XXXXXXXXX only) as Cost of RFP Document &
2. BG No xxxxxxxxxxxxxxxx for Rs._____dated _____as EMD .

DD has been issued in favour of UCO Bank by..... Bank
..... Branch payable at Kolkata and BG has been issued in favour
of UCO Bank by..... Bank.

Dated this __ day of _____2015

Signature: _____

(In the Capacity of)_____

Duly authorized to sign the tender offer for and on behalf of

TECHNICAL SPECIFICATION

Sr. No	Feature	Compliance (Yes/No)	Offered Specification
1.	Toll Free Number should be premium number preferably beginning with 1800.		
2	It should be Free Phone Service. The phone lines used for making such calls should not be charged. All call charges should be billed against Bank's toll free number.		
3	Access of Toll Free Service should be from all over the India.		
4	The service provider should have existing POIs (Point of Interconnect) with other service providers in various telecom circles to enable smooth flow of calls between any number (of any service provider) and from any part of the country and Bank's helpline/call center TFS number.		
5	Capability: TFS should be customized offerings for high traffic numbers i.e. must be able to handle much more calls with real time access and without any degradation in service. It should work with all Landline/Mobile phones/SIM of all service providers in India. Each call should be recorded for future record purpose.		
6	Compatibility: The system must be compatible with all new technology exchanges resulting in wide coverage and better quality service. It should enable high reliability, efficiency and security together with scalability to address future needs.		
7	Each connection (PRI) should be capable of giving minimum 30 extensions (channels). Bank may increase number of PRI connections, as per the requirement. Each channel should be configured two-way for incoming and outgoing calls. The system should be capable of giving the customers an edge for efficient business communications and allowing effective management of voice traffic.		
8	The Bank may expand its call center operations by making Additional/Regional call centers. The service provider must have capability of geography based call routing i.e. to divert call from different Regions to different centers.		

Sr. No	Feature	Compliance (Yes/No)	Offered Specification
9	<p>The service provider should have capability to provide following routing types/pattern on real time basis. The company shall provide access of profile management to the Authorized Officials/Team of UCO Bank at different locations and the right to view records and do the routing configuration.</p> <ul style="list-style-type: none"> • Origin dependent routing. • Time based routing i.e. Time of the day/ day of the week / date of the year routing. • Load balancing i.e. Proportional call distribution (To balance the call load at various locations). • Conditional routing i.e. to manage peak level/volume by threshold limit. • Rerouting of number on busy, no answer and PRI failure condition. • Change of default routing number. • View and download call records of answered and unanswered calls. 		
10	<p>The bidder should have the capability to interface with any of the Bank's live applications at a future date without any cost viz. Balance Enquiry, Cheque Book Request, Live five transactions, Nearest Branch details basis Pin Code mapping, Aadhar UID, DB integration for KYC & other purposes, Forex and Gold rate confirmation etc. The Services Provider should have the capability to meet this requirement without any change in its functionality.</p>		
11	<p>The toll free service numbers allotted should be unique for our Bank and the same should not be used by other entity across the country, other than UCO Bank.</p>		
12	<p>The solution should be capable of generating detailed report in Excel/PDF and any other format specified by the Bank. The software should be capable of providing the Phone-wise, Date-wise, Product-wise, Category-wise reports, Answered and Unanswered calls, transaction based reports, Short code wise, aggregated reports per category. The Bidder to maintain the record of all calls at least for a period of one year. The Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank.</p>		

Sr. No	Feature	Compliance (Yes/No)	Offered Specification
13	The bidder should submit bill of usages on monthly basis (Hard copy) providing details of all calls landed on/initiated from TFS numbers during a month. A copy of the Bill/Invoice raised by the service provider should also be provided in a CD/ DVD on monthly basis containing all details as specified above.		
14	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank		
15	It is the responsibility of the Bidder to adhere to/ ensuring the compliance to all statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, etc and to change/ upgrade/ customize its infrastructure / solution at all levels at no extra cost to BANK.		
16	DND compliance for outgoing calls will be the responsibility of the Bidder/Service provider.		
17	Bank will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for Bank.		
18	The solution offered should be scalable to meet the requirements of the Bank for the next 3 years from the date of award of contract.		
19	The TFS service must support Reliability and timeliness, Secured & trusted environment, single entry point and uniform application access.		
20	Bidder to establish network connectivity with primary and backup links at bidder's cost. Network should adhere to the security standards suggested by bank from time to time.		
21	The bidder must have telecom infrastructure of higher standard for providing higher uptime. The uptime of the links is bidder's responsibility. The cost for procurement of networking equipments and interfacing has to borne by the bidder. The set-up cost for the bank should be ZERO.		
22	The selected bidder will have to undertake that in the situation of termination of agreement, the toll free numbers allotted to the Bank shall be the property of the bank and all these number shall be ported to the other service provider for that the bidder shall not have any objection.		

NB: 1. Bidder is expected to comply all above specifications. Non compliance of any item given above may entail rejection of the bid.

N.B. 2. Enclose copies as references (If any)

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

General Details of the Bidder**A. Profile of Bidder****Name of bidder:****1. Location**

Regd. Office:

Controlling Corporate Office:

Local Office (At Kolkata)

2. Constitution**3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2011-12	2012-13	2013-14
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to PSU organization/Banking, Financial Services & Insurance in India (BFSI) specifying the number of Banks and branches.**

Details of Experience in implementation of similar orders of TFS connections.

PSU Organization/ Banking, Financial Services & Insurance in India (BFSI)		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references**Signature of Bidder:** _____**Place:****Name:** _____**Date:****Business Address:** _____

Commercial Bid

TABLE A- Price Bid for cost of Domestic calls [At a uniform rate which would be applicable for STD Calls & Local Calls (both)]

(Amount in Rs.)

Sr. No.	Description of Services	Indicative No of calls (A)	Rate per call (Exclusive of Tax) (B)	Tax Type, Tax % and Value (C)	Rate per call (inclusive of all Taxes (D) =[B+C]	Total Cost of Ownership (TCO) for Toll Free Service Number (Inclusive of all Taxes) [E=A * D]
1.	Cost of STD + Local Calls (Domestic) : Call duration 60 second.	10,00,000				
	Total Amount :					

Number of calls mentioned above is for calculation purpose only and not be construed as guaranteed volume. Actual Number of Calls may vary as above figure is only indicative in nature.

Total Amount in Words: Rs. _____

Place:

Date:

Note:

AUTHORISED SIGNATORY

Name & Designation

- The L1 bidder would be determined based on the lowest cost quoted for Total Cost of ownership as per Table A above.
- In case of discrepancy between figures and words, the amount in words shall prevail.
- The Bank will pay the actual Service tax ruling at the time of period of services rendered and the resultant billing, however bidder to quote applicable taxes in the format given above.
- Bidder confirms that the above mentioned rates shall also be applicable to UCO Bank sponsored RRBs and other institutions as per GOI/DFS/RBI guidelines.
- No increase in costs, duties, levies, taxes, charges, etc, irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the contract.
- No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	(Proof of documents must be submitted)	Compliance (Yes/No)
1	The Bidder should be a registered as company in India under the Companies Act, 1956.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder submitting the offer should have minimum net worth of Rs. 100 crores and should have registered annual turnover of Rs 1000 Crores per year during last 3 financial years i.e. 2011-2012, 2012-2013 and 2013-2014.	Copy of the audited balance sheet and profit and loss statement of the company showing net-worth and turnover of the company for the last three years i.e 2011-2012, 2012-2013 and 2013-2014 should be submitted.	
3	Bidder should be a profit making company i.e. Profit after tax for at least any one of the last 3 financial years (2011-12, 2012-13, 2013-14).	Copy of the audited Balance Sheet showing profit of the company should be submitted.	
4	Bidder submitting the offer should have provided Toll Free Service Number in at least one scheduled commercial bank in India during the last three years. The solution offered should be currently running successfully as of RFP submission date.	Copy of relevant purchase orders or experience certificate from the related Bank to be submitted with the contact details of the person signing the Purchase Order. The Bidder is also required to submit recent reference letter from the Bank where Toll Free Service Number are being provided by the bidder company.	
5	The service provider should have existing POIs (Point of Interconnect) with other service providers in various telecom circles to enable smooth flow of calls between any number (of any service provider) and from any part of the country and Bank's helpline/call center TFS number. For that purpose, the bidder should have necessary tie-up/arrangements with other service providers prior to the date of RFP.	Copies of Agreements / Certification with the telecom operators with which it has have necessary tie-up/arrangements prior to the date of RFP. Undertaking to be provided by bidder to renew agreements/ tie-up arrangements up to the validity of Bank's contract period.	

6	Bidder should have a capability to handle at least 200 Real Time calls per second.	Reference Letter from the respective Banks with Invoices raised mentioning the volume of Real Time calls. Bidder to submit latest (previous month's) invoice paid by respective scheduled Commercial Banks. Invoices raised by the bidder other than commercial Banks would not be considered.	
7	The Bidder should be able to allocate a minimum output of 200 calls/sec to UCO Bank	Undertaking to be provided for at least minimum throughput of 200 calls / sec to Bank.	
8	The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery / handling of calls and should be a registered with TRAI for providing service as per RBI guidelines.	An Undertaking to this effect to be submitted on Company Letter Head. Copy of the valid certificate of TRAI to be enclosed.	
9	The bidder should have a support/representative office in Kolkata to provide onsite support immediately on call.	Bidder has to submit Address and contact Details of service centers.	
10	Bidder should not have been debarred/black-listed by the Government / Government Agency / Banks / Financial Institutions in India.	Self-declaration this effect must be submitted in company letter head.	

Note:

In this tender process, either the Indian agent on behalf of Principal Solution Owner or Principal Solution Owner itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal service owner, the same agent shall not submit a bid on behalf of another Principal service owner in the same tender for the same item or product.

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Format for Bid Security (EMD)

To,

UCO BANK,
General Administration Department
Head Office
1 A, Russel Street,
Park Street, Kolkata – 700071

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of Toll Free Service Number, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of Toll Free Service Number and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs. 5 lacs** (Rupees Five Lacs Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 5 lacs** (Rupees Five Lacs Only).
2. This Bank guarantee will be valid upto ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this ____ day of _____ at _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

PROFORMA FOR PERFORMANCE GUARANTEE**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and

accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

PROFORMA FOR DEED OF INDEMNITY

This Deed made on the _____ day of _____, 2015

BETWEEN

_____ a Company incorporated under the
Companies Act, 1956 having its registered office at _____
(hereinafter referred to as "the Indemnifier" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its assigns, administrators and successors) of the ONE PART;

AND

UCO Bank a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended from time to time having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "the Bank/Bank", which expression shall unless excluded by or repugnant to the context be deemed to mean and include its assigns, administrators and successors) of the OTHER PART

WHEREAS

1. The Indemnifier has
 - A. Offered to implement secured system for Toll Free Telephone Services in terms of the Service Level Agreement (SLA) dated _____ during the entire contract period of Years. The implementation of Toll Free Telephone Services by the Indemnifier is hereinafter referred to as "**Supply**".
 - B. Agreed to install and provide comprehensive maintenance for the equipments, materials used and workmanship by them in terms of the Service Level Agreement (SLA) dated _____ and respective Purchase Orders issued from time to time, if required, at the discretion of the BANK. (The installation and maintenance are herein after collectively referred to as "**Service/s**").
 - C. Represented and warranted that the aforesaid supply/services offered to the BANK do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of the BANK.
 - D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Service Level Agreement (SLA) with the BANK.

2. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of the BANK indemnifying the latter against all claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to the BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.
3. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of the BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of the BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid SLA, the Indemnifier does hereby agree and undertake that:-

- (1) The Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- (3) The Indemnifier further agrees to provide complete documentation of all equipments/accessories and other software, they are having. The Indemnifier shall also indemnify and keep indemnified the BANK against any levies/penalties/claims/demands, litigations, suits, actions, judgments in this regard.
- (4) If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Indemnifier herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity,

regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

- (6) The obligations of the Indemnifier under this Deed shall not be affected by any act, omission, matter or thing which would reduce, release the Indemnifier from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the BANK).
- (7) This indemnity shall survive the aforesaid Service Level Agreement (SLA).
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by and construed in accordance with the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10) The BANK may assign or transfer all or any part of its interest/claim herein to any other person. The Indemnifier shall not be entitled to assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the BANK.

IN WITNESS WHEREOF the parties herein have set their hands unto these presents the day, month and year above written

Witness:

1)

(Seal and Signature of indemnifier)

2)

(Seal & signature of the authorized signatory of the Bank)

Note: The said indemnity shall be affixed with the applicable stamp duty.

PROFORMA FOR SERVICE LEVEL AGREEMENT

This Agreement made at the Day of Two thousand Between UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata – 700001, India, and its General Administration Department at 1A, Russel Street Kolkata - 700071, hereinafter called “the Bank” of the “**ONE PART**” and (Name and address of the Principal Solution Owner) (hereinafter referred to as “the Service Provider” which expression shall unless excluded by or repugnant to the context be deemed to mean and includes its heirs, administrators, executors, representatives and assignees of successors in office) of the “**OTHER PART**”.

WHEREAS the Bank intends to install top-class Toll Free Service connections with 24x7x365 availability. The Bank proposes to install a robust, reliable and feature-rich solution to deliver outgoing and incoming telephone calls to its customers on real time basis and also send promotional voice and alerts. Against the above backdrop the Bank had invited Request for Proposal (RFP) from the prospective Service Providers having proven past experience and competence in the field providing Toll Free Services to offer complete solution as per the technical/ functional specification given in this RFP document and WHEREAS the Bank is desirous of appointing the Service Provider for the purpose of installing top-class Toll Free Service Connections with 24x7x365 availability.

NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows :

1. BROAD SCOPE OF THE WORK

The services to be provided by the Service Provider shall include the following features:

Reliability and Timeliness:

- The Platform must support transmission of large scale calls to multiple users in multiple networks such as Landline & Mobile network (GSM, CDMA) etc.
- The Platform must give commitment to service levels with guaranteed delivery of calls.

Secured & Trusted Environment:

- The equipments at the Service Provider's end must be part of a network operator secured infrastructure and must offer trusted call service.

Uniform Application Access:

- A single uniform access number is necessary across multiple network operators.

Best-in Class Application Platform:

- Seamless integration with any system so as to enable a smooth and secure flow of information.

The scope of the services is to be provided for the period of three years from the date of signing of the contract.

The Service Provider should provide a network based solution having a facility of configuration of short or long codes in the network as per Bank's requirement.

The brief description of Toll Free Service Number that Bank is planning to avail is as under:

- Toll free service number should have incoming and outgoing call facility and Call routing i.e. to divert/forward the incoming calls to the intended recipients or Regional call centers.
- Integration of the calls with various business applications.
- The Service Provider will be required to ensure that Toll Free Service Number offered are in conformity with TRAI / RBI / Govt. of India guidelines issued from time to time.
- It is the responsibility of the Service Provider to change/upgrade/customize the infrastructure at all levels for ensuring the compliance to statutory bodies, GOI/DFS/RBI/TRAI/IBA guidelines at no extra cost to the Bank.
- The above scope shall also be applicable for bank sponsored RRBs and other institutions as per GOI/DFS/RBI guidelines. The Service Provider would be required to provide services to Bank sponsored RRBs and other institutions as per GOI/DFS/RBI guidelines, at the same cost. However, the payment to the Service Provider would be made by respective organizations using the services.
- The total volume of calls estimated on help desk plus call center TFS numbers is about **5,00,000 to 10,00,000 calls per month**. With the opening of new call centres, this volume may further go up. However, the above volume of calls is only estimate as per present projections and Bank does not guarantee this volume of business. The actual volume may vary as per business requirements.
- The Service Provider shall be responsible for delivery of real time calls on 24*7*365 basis as per the requirement of Bank.

2. SCHEDULE OF IMPLEMENTATION:

The Service Provider has to provide the Toll Free Service Number as per the 'Broad Scope of Work' mentioned herein above **within three weeks** from the date of award of contract / Letter of Intent / Purchase Order.

3. UPTIME:

The Service Provider shall guarantee an uptime of 99.5% on monthly basis which shall be calculated as accessibility to the calls for all the services that are availed by the Bank. The ' Uptime' is equal to total contracted hours in a quarter less Downtime. The Service Provider shall submit this report within a week after expiry of every calendar quarter. Delays, if any, on account of procurement of spares will not be exempted while reckoning the uptime SLA. The request for support shall have to be attended by the Service Provider even if the request is made over telephone/ SMS or by e-mail/fax by the respective sites, within 2 hours. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime of 99.5% on monthly basis, Bank shall impose penalty. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP.

Bank may recover such amount of liquidated damages from any payment being released to the Service Provider, irrespective of the fact whether such payment is relating to this contract or otherwise.

4. CONTRACT PERIOD:

The Period of contract is initially for **Three Years period** which may be further extended for a further period of one to three years on the satisfactory performance of the Service Provider at the sole discretion of the Bank. The period of Three years shall be reckoned from the date of execution of Service Level Agreement. The performance of the Service Provider shall be reviewed from time to time and the bank reserves the right to terminate the contract at its sole discretion by giving two months notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection. However Bank reserves the right to extend the contract for a further period of one to three years with the same terms & conditions, except the rate of per call charges which will be at mutually negotiated cost.

1. After selection of the Service Provider, Bank will issue Letter of Intent (LOI) and thereafter Service Provider has to submit performance Bank guarantee as per Annexure VII and upon execution of this service level agreement with the Bank, the Bank will issue Purchase Order for implementation of Toll Free Service Number.
2. UCO BANK reserves the right to cancel the contract placed on the Service Provider and recover expenditure incurred by UCO BANK under the following circumstances:-
 - a) The Service Provider commits a breach of any of the terms and conditions of the bid.

- b) The Service Provider goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the Service Provider fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) In case the Service Provider fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the Service Provider.
- f) After award of the contract, if the Service Provider does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Service Provider is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

UCO BANK reserves the right to recover any dues payable by the Service Provider from any amount outstanding to the credit of the Service Provider, including the pending bills and/or invoking the bank guarantee under this contract.

Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 90 days to the service provider without assigning any reason and without cost or compensation therefor.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Service Provider to take over the obligations of the erstwhile Service Provider in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Service Provider herein shall be obliged to provide all such assistance to the next successor Service Provider or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Bank on its sole discretion, shall invoke the performance guarantee furnished for performance of contract in the event of breach of terms and conditions of the SLA or RFP by the service provider, without prejudice to its rights and conditions available under the Law for the time being in force.

5. SECURITY DEPOSIT & RENTAL:

Bank can make the payment of reasonable amount towards **one time security deposit**. However, in that situation, the service provider would allow rebate/give discount in usage charges with the amount equivalent of gross 'one time security deposit' **every month** during the entire tenure of services rendered by the Service Provider.

6. MINIMUM GUARANTEE OF BILLING:

Bank will undertake to make the payment of **Rs.3,00,000/- per month (minimum)** towards billing of help desk and call centre toll free numbers OR the actual bills raised by the service provider, whichever is higher.

7. PAYMENT OF SERVICE CHARGES (IF ANY) :

Except the call charges, at the agreed rate and applicable taxes, Bank would not make any other payment viz. Cost of Hardware/Software, Connecting Lines, Maintenance, Cost of Engineers/Manpower, Installation Charges i.e. Creation/Deletion /Modification of any Toll Free Service connection etc.

8. PAYMENT TERMS:

- a. One (single) bill will be raised by the service provider company for all help desk and call centre toll free numbers installed at Kolkata and other cities in India.
- b. Payment for the Services will be made to the service provider company on monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents.
- c. Bank shall reimburse the rate per call multiplied by actual no. of calls during the month.
- d. The Bank will pay the applicable taxes (including Service tax) ruling at the time of period of services rendered and the resultant billing.
- e. Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo moto.
- f. Billing shall start from the date of effective link in "Ready for Use" position after obtaining a certificate of satisfactory commissioning/acceptance from the Bank.

g. Bank shall make the payment on receipt of hard copy and soft copy (in CD/DVD) of the Bill every month delivered to its Head Office at 1A Russel Street, Kolkata -700 071.

h. No late payment charges shall be applicable / payable.

8. PAYING AUTHORITY:

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, General Administration Department, Head Office, 1 A Russel Street, Kolkata 700 071.

9. PERFORMANCE GUARANTEE:

The Bank will require the Service Provider to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value of Rs. 5,00,000/- as per the format (Annexure-VII). The Performance Guarantee should be valid for a period of 39 months (36Months Guarantee Period +3 Months Claim Period). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The Service Provider shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the Service Provider fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the Service Provider without giving any notice. Bank shall invoke the performance guarantee in case the Service Provider fails to discharge their contractual obligations during the period or Bank incurs any loss due to the Service Provider's negligence in implementing and providing the services as per the agreed terms & conditions.

11. TERMINATION OF SERVICE LEVEL AGREEMENT/CONTRACT

Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 90 days to the service provider without assigning any reason and without cost or compensation therefor.

12. CONSEQUENCES OF TERMINATION

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Service Provider to take over the obligations of the erstwhile Service Provider in relation to the execution/continued execution of the scope of the Contract.

- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Service Provider herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- d. Bank on its sole discretion, shall invoke the performance guarantee furnished for performance of contract in the event of breach of terms and conditions of the SLA or RFP by the service provider, without prejudice to its rights and conditions available under the Law for the time being in force.

13. LIQUIDATED DAMAGES

For any delay in implementation of the services beyond four weeks, Liquidated Damages at a rate of Rs. 1000/- per day for the period of delay will be charged from the amount payable.

14. PENALTY

If the Service Provider fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover penalty as mentioned under:

➤ Penalty for Defect in Services.

The extent of penalty for fall in availability (uptime as detailed above) will be as under:

Level of availability calculated on quarterly basis	Penalty Amount
> 99.5% to 100%	No penalty would be deducted
> 97.9% to < 99.5%	1% of current month usages charges payable to the selected bidder.
> 95.9% to < 97.9%	2% of current month usages charges payable to the selected bidder.
> 93.9% to < 95.9%	3% of current month usages charges payable to the selected bidder.
> 91.9% to < 93.9%	4% of current month usages charges payable to the selected bidder.
< 91.9%	5% of current month usages charges payable to the selected bidder.

Both the above penalty for uptime (as described in point no.11 and above) and the Liquidated Damages (as described in point no. 29) are independent of each other and are applicable separately and concurrently. LD & Penalty (Both) are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Bank and Force Majeure. The Service Provider shall submit the proof authenticated by the Service Provider and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

15. DISPUTE RESOLUTION MECHANISM

The Service Provider and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Head (GAD) of UCO BANK/Purchaser and the Authorized Official of the Service Provider. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Service Provider shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

16. JURISDICTION

All the dispute(s) / difference(s) arising out of the SLA or RFP shall be subject to the jurisdiction of Courts of Law at Kolkata only and shall be governed by the Law in force in India.

17. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than, on expiry of seven days from the date of posting.

18. AUTHORIZED SIGNATORY

The Service Provider shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The Service Provider shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Service Provider to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The Service Provider shall provide proof of signature identification for the above purposes as required by UCO BANK.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed and delivered by UCO Bank by the hands of Shri Its

And constituted attorney in the presence of .

1.

2.

Signed and delivered by the hands of Shri Partner of

..... (Name of the Service Provider) in the presence of