

Request for Proposal (RFP)
For
Implementation of SMS Services



Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: UCO/DIT/06/2015-16 Date: 01/04/2015

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 also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its requirement for Implementation of SMS Services.

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.

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CONTROL SHEET TABLE

| | | |
|-----|--|--|
| 1. | Tender Reference | UCO/DIT/ 06 /2015-16 |
| 2. | Cost of Tender Document | Rs. 20,000/- (Rupees Twenty Thousand only) |
| 3. | Date of issue of RFP | 01/04/2015 |
| 4. | Earnest Money Deposit (EMD) | Rs. 20,00,000/- (Rupees Twenty Lacs Only, in the form of Bank Guarantee favoring UCO Bank) |
| 5. | Date of commencement of sale of tender document | 01/04/2015 |
| 6. | Pre-Bid queries | On or before 11/04/2015 |
| | Pre-Bid Meeting | 16/04/2015 at 11:30 AM at "Conference Room", 5 th Floor, DIT, 3&4 DD Block, Salt Lake, Kolkata-700064 |
| 7. | Last Date and Time for receipt of tender bids | 30/04/2015 at 4:00 PM |
| 8. | Opening of Eligibility and Functional and Technical bids | 30/04/2015 at 4:30 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-2, Department of Information Technology, 7th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064. |
| 11. | Email- ID | hocbs.calcutta@ucobank.co.in |
| 12. | Contact Telephone / Fax Numbers | Tel : 033-44559758 / 45 Fax : 033-23345013 |
| 13. | Bids to be submitted | Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064. |

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 4:30 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 Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 2900 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 procure top-class SMS services with 24x7 availability. The Bank proposes to procure a robust, reliable and feature-rich solution to deliver outgoing and incoming Messages to its customer's mobile phone on real time basis and also send promotional messages 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 SMS Services to offer complete solution for sending outgoing Domestic, International SMS and incoming SMS using secure authentication system 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 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

UCO Bank, Head Office-2
3 & 4 DD Block, 5th Floor
Sector-I, Salt Lake
Kolkata – 700064
Phone no: 033-44559758 / 44559745
Fax no: 033-23345013
E-Mail: hocbs.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 20,000/- (Rupees Twenty 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 |
|--|-----------------|
| Implementation of SMS Services | Rs. 20,00,000/- |

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. 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, atleast 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.

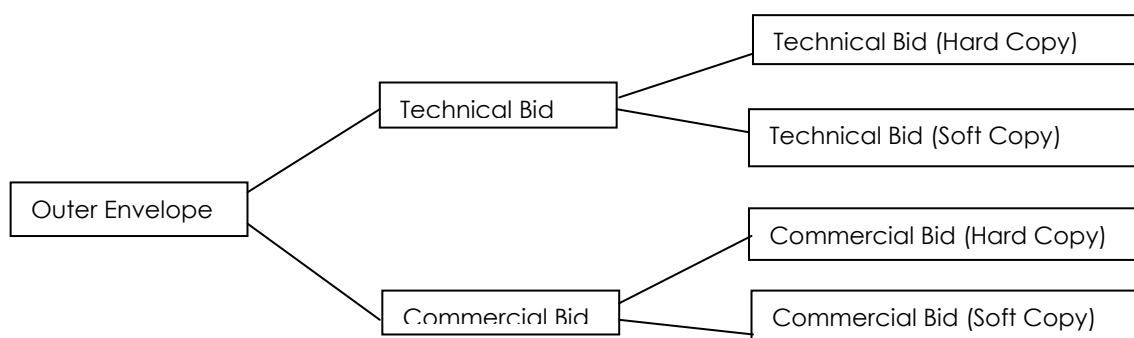
6. SUBMISSION OF OFFER – TWO BID SYSTEM

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 SMS Services – (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 SMS Services – (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. 2 crores and should have registered annual turnover of Rs 5 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 SMS Services 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 SMS services are being provided by the bidder company. |
| 5 | Bidder should have direct tie up / arrangements with minimum two telecom service providers / operators for within India services and minimum one for International operation. | Copies of Agreements / Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of Bank's contract period. |
| 6 | Bidder should have a capability to handle at least 20 Lacs Real Time SMS alerts per day for banking transactions of commercial Banks operating in India. | Reference Letter from the respective Banks with Invoices raised mentioning the volume of Real Time SMS Alerts. 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 throughput 500 SMS/sec to UCO Bank | 1. Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie up to deliver SMS Alerts. 2. Undertaking to be provided for atleast minimum throughput of 500 SMS/sec to Bank for delivery of SMS |
| 8 | Delivery of SMS alerts should be ensured to all National/International locations without any exception. | An Undertaking to this effect to be submitted on company letter head |
| 9 | The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS and should be a registered with TRAI for telemarketing 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. |
| 10 | 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. |
| 11 | 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 OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

8. BROAD SCOPE OF THE WORK

8.1 The Bank desires to provide top-class SMS services with 24x7 availability. The messaging Platform provided by the bidder must include following features:

Reliability and Timeliness:

- The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks such as GSM, CDMA etc.
- The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information.
- The messaging Platform must give commitment to service levels with guaranteed delivery times.

Secured & Trusted Environment:

- The equipments at the bidders end must be part of a network operator secured infrastructure and must offer trusted message environment

Uniform Application Access:

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

Best-in Class Application Platform:

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

8.2 The messaging Platform must offer following five categories of SMS services

Broadcast

- This category of service must allow the Bank to send Transactional, informational or promotional messages to all the customers. Some examples are change in the Interest rate, change in policy affecting customer, and launch of new scheme etc.

Schedule

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

Events

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

Interactive Services

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

- **Missed Call based Services**

In this category, customers will give a missed call on a pre-defined number which in turn would be forwarded to Bank using URL / HTTP connection (request) and thereafter in response Bank would send intended SMS with Mobile No. to be sent to customer who has requested the service. Some examples are missed call based Balance Inquiry, Mini Statement etc.

- 8.3 The scope of the services is to be provided for the period of three years from the date of signing of the contract.
- 8.4 Bidder should provide a network based solution having a facility of configuration of short or long codes in the network, Mobile Numbers as per Bank's requirement.
- 8.5 The brief description of SMS services that Bank is planning to avail is as under:
- Process and send SMS to fulfill any need related to SMS transactions using predefined rules including push and pull services.
 - Send, Process and Receive multi-lingual SMS to fulfill any need related to SMS transactions using predefined rules.
 - Forward the incoming emails to the intended recipients in the form of SMS messages.
 - Sending e-Mails in addition to SMS for certain messages if the eMail id is provided in addition to the mobile numbers.
 - Managing the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation e.g. verification of new users by sending passwords as SMS to users mobile number.
 - Integration of the SMS gateway with various business applications. Initially it is expected that the bidder should integrate their application with Internet & SMS Banking application of M/s Infosys (BankAway).
 - The selected vendor will be required to ensure that SMS services offered are in conformity with TRAI / RBI / Govt. of India guidelines issued from time to time.
- 8.6 It is the responsibility of the Bidder to change/upgrade/customize the infrastructure at all levels for ensuring the compliance to statutory bodies, GOI/DFS/RBI/TRAI/IBA and VISA guidelines at no extra cost to the Bank.
- 8.7 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.

8.8 The Push SMS will be in the following categories:

| SMS Category | Description | Delivery Time | Current Volume of Txn (Minimum) | #Estimated Volume of Txn for Year 2016 | #Estimated Volume of Txn for Year 2017 |
|---------------------|---|--------------------------|--|---|---|
| Priority A | High Priority Alerts | Within 10 Seconds | 5,00,000 (Per Day) | 8,00,000 (Per Day) | 10,00,000 (Per Day) |
| Priority B | Transactional/Batch SMSes in real time | Within 30 Seconds | 10 Lacs (per day) | 30 Lacs (per day) | 50 Lacs (per day) |
| Priority C | Promotional SMSes | Within 50 Seconds | 40 Lacs (per day) | 60 Lacs (per day) | 80 Lacs (per day) |

The above volume of transactions are only estimates as per present projections and Bank does not guarantee this volume of business. The actual volume may vary as per business requirements.

8.9 The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and abroad without any exception.

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

8.11 The Bulk SMS Services should cover the facility like Push Service and Pull SMS using long code/short code/Virtual Mobile Number (VMN) as per Bank's requirement during the entire contract period.

8.12 Bank has implemented Missed Call based services for customers to know their account balance, mini statement, features of Home Loan, Car Loan. These missed call based services are based on call forwarding using http connection and in turn SMS is sent to customer on their registered. The selected vendor will be responsible to continue to provide missed call based services uninterrupted as per existing practices.

8.13 The selected vendor should provide Dashboard for complete SMS services. The vendor should provide a web based solution with which other user departments of the Bank can push the SMS to the customers and the report on the dashboard should reflect the same.

8.14 Bank may utilize the services of the selected vendor for sending bulk email to customers using Bank's mail domain. In Email campaign facility, bulk email will be sent to the customers using web based interface. However, the sender email address will be of ucobank.co.in domain. The email campaign solution should have the following facilities:

- Dashboard containing summary report on current & previous email campaign.

- Email address checking
- Report Panel
- Email address list Manager Panel
- Email template Manager Panel
- Get complete campaign summary report for delivery, failure, open, link click, unsubscribe mails.
- Large public IP pool having inbuilt mechanism to shuffle IPs
- Real-time monitoring of sender reputation. This monitoring produces immediate notification of delivery issues and the ability to stop and adjust delivery.

9. SCHEDULE OF IMPLEMENTATION

The selected bidder has to provide the SMS Services as per the 'Broad Scope of Work' mentioned herein above within three weeks from the date of award of contract / Letter of Intent.

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 SMS gateway for all the services that are availed by the Bank. The ' Uptime' is equal to total contracted hours in a quarter less Downtime. 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.

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. PAYMENT TERMS

- 13.1 Payment for the Services will be made on monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents.
- 13.2 Bank shall reimburse the rate per SMS x actual no. of SMS sent during the month.
- 13.3 Bank shall reimburse the rate per email X actual no. of email sent during the month.

- 13.4 The Bank will pay the Service tax ruling at the time of period of services rendered and the resultant billing.
- 13.5 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.

14. PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, BPR & BTD, Head Office-II, Kolkata.

15. PRICE

- 15.1 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.
- 15.2 Prices quoted by the bidder in the price bid shall be valid during the entire contract period.
- 15.3 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. 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.

16. 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 equivalent to 10% of the total cost of ownership as per the commercial format. The Performance Guarantee should be valid for a period of 39 (36Months +3 Months Claim Period) months. 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 carrying out the project implementation as per the agreed terms & conditions.

17. ERASURES OR ALTERATIONS

The Bid should contain no 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.

18. 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.

19. 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, 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.

20. 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.

21. SELECTION PROCESS

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure-IV, will be considered as the L1 bidder.

22. CONTRACT PERIOD

The Period of contract is initially for **Three Years period** which may be further extended for a further period of one year on the satisfactory performance of the Bidder at the sole discretion of the Bank. The performance of the selected bidder shall be reviewed every quarter 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 year with the same terms & conditions 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 SMS Services.

23. 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.

24. 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) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f) 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.
- g) 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.
- h) 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.

25. 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.

26. LIQUIDATED DAMAGES

For any delay in implementation of the services beyond four weeks, Liquidated Damages at a rate of 5% per month for the period of delay will be charged from the amount payable

27. 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.

28. 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 is 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% | 5% of amount payable |
| > 95.9% to < 97.9% | 10% of amount payable |
| > 93.9% to < 95.9% | 15% of amount payable |
| > 91.9% to < 93.9% | 20% of amount payable |
| < 91.9% | 50% of amount payable |

➤ **Penalty for Delay in transmission of messages / email**

If the percentage of messages delivered during the month for which invoice is submitted is less than 99.5% of total messages generated the penalty will be charged as below:

| %of messages delivered within stipulated time (30 or 60 seconds) | Penalty Amount |
|--|----------------|
|--|----------------|

| | |
|--------------------|------------------------------|
| > 99.5% to 100% | No penalty would be deducted |
| > 97.9% to < 99.5% | 5% of amount payable |
| > 95.9% to < 97.9% | 10% of amount payable |
| > 93.9% to < 95.9% | 15% of amount payable |
| > 91.9% to < 93.9% | 20% of amount payable |
| < 91.9% | 50% of amount payable |

Both the above Liquidated Damages are independent of each other and are applicable separately and concurrently. LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment

29. 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 (IT) 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. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. 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.

30. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest 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.

37. 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.

38. 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.

39. ADDRESS OF COMMUNICATION

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

40. 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, 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.

41. 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.

42. 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. Copy of Manufacturer's Authorization letter (if applicable) (ANNEXURE – V)
- vii. Letter confirming bid is signed by authorized signatory.
- viii. Valid Bank Draft / Bank Guarantee as EMD.
- ix. Valid Bank Draft as Bid price if tender document is downloaded from Bank's

website.

x. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.

xi. Copy of this RFP duly signed by the authorized signatory.

All Claims made by the bidder will have to be backed by documentary evidence.

43. 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 one year 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.

44. 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.

45. 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.

46. 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.

47. OWNERSHIP AND RETENTION OF DOCUMENTS

47.1 UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.

47.2 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.

47.3 The selected bidder shall not, without the prior written consent of UCO BANK/ Purchaser store, copy, distribute or retain any such Documents.

47.4 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 and VIII.

(Tender Offer Forwarding Letter)

Tender Reference No.: _____

Date: XX. XX. 2015

The Deputy General Manager (IT, BPR & BTD)
UCO Bank,
Department of Information Technology (DIT),
Head Office – II, 5th Floor, 3 & 4 DD Block,
Sector -1, Salt Lake City, Kolkata -700064

Dear Sir,

**Sub: Your RFP for “Implementation of SMS Services” RFP Ref. No. UCO/DIT/06/2015-16
Dated 01/04/2015**

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 Implementation of SMS Services 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* of as per your purchase orders.

In the event of our selection by the bank for End To End Management for Implementation of SMS Services, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost 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 XXXXXXXX only) as Cost of RFP Document &
2. BG No xxxxxxxxxxxxxxxx for Rs. _____ dated _____ as EMD .

Both DDs are issued in favour of UCO Bank by..... Bank
..... Branch payable at Kolkata.

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) |
|---------------|--|----------------------------|
| 1. | The messaging Platform provided by the bidder must have direct access to the SS7. | |
| 2 | The solution offered should provide Push and Pull based SMS alert services to the bank. | |
| 3 | The bidder should have the capability to interface with any of the Bank's live applications at a future date without any cost. The SMS Services should have the capability to meet this requirement without any change in its functionality | |
| 4 | Sender ID allotted should be unique for our Bank and the same should not be used by other entity across the globe, other than Bank. | |
| 5 | The bidder should have the facility of online filtering of the DND numbers on real time basis | |
| 6 | The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Bank and deliver the alerts as per the priorities defined. | |
| 7 | Check should be properly imposed to avoid duplicate/multiple SMS delivery to customers | |
| 8 | The solution offered should be a Multilingual messaging solution supporting all Indian languages | |
| 9 | 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 Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, Short code wise, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description. | |
| 10 | Bidder to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields: Mobile Number/MSISDN Complete Message text Message Category Bearer (GSM/CDMA) Operator Circle National/International Sender Name/ID Date/time of SMS received at the gateway Date/time of SMS send to the operator Date/time of SMS delivered to the end subscriber Final Status of the SMS Status description Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank. | |
| 11 | The bidder should provide all the messages sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above | |

| | | |
|----|---|--|
| 12 | The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank | |
| 13 | It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to BANK | |
| 14 | DND compliance will be the responsibility of the Bidder/Service provider | |
| 15 | 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 | |
| 16 | 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 | |
| 17 | For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the RFP: ➤ Online Website/Portal based access. ➤ Menu Driven Graphical User Interface (GUI) based access User ID/ Password based access to website/portal. ➤ Facility of Admin Users to create/modify/delete/maintain users for various locations within Bank. ➤ Sending SMS to one/many mobile numbers ➤ Upload of Mobile Numbers through Excel and Txt formats. Scheduling SMS ➤ Provision of Web-based reports for download in Excel/Txt/PDF format ➤ MIS for promotional SMSes user ID wise, period wise, status wise | |
| 18 | The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, no of failed messages (with reasons for failure), invalid mobile numbers, No of push, pull, promotional messages sent. | |
| 19 | The messaging platform must support Reliability and timeliness, Secured & trusted environment, single entry point and uniform application access | |
| 20 | The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events, Interactive SMS | |
| 21 | The messaging platform must be able to send e-mail which can be in the form of Broadcast, Scheduled, Events ,Interactive SMS | |
| 22 | The messaging platform must support Email to SMS service wherein incoming emails are send to intended recipient in | |

| | | |
|----|--|--|
| | form of SMS messages. | |
| 23 | The messaging platform must support the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation. | |
| 24 | The messaging Platform must support integration of the SMS gateway with various business applications. Initially it is expected that the bidder should integrate their application with CBS, Internet & SMS Banking application of M/s Infosys. | |
| 25 | Bulk SMS must support comprehensive range of application interfaces like SMPP Interface,(S)FTP interface, Web/Simple Interface, Upload interface, Group Message Interface, http Interface | |
| 26 | Bulk SMS must support both instant mode and scheduled mode | |
| 27 | The messaging platform must support defining multiple SMS to be pushed for categories of users | |
| 28 | The messaging platform must support interactive workflow so that the customer should be able to send the response back to the system | |
| 29 | The messaging platform must support web based interface to see the reports. Following criteria may be used to generate the report: 1) Specific Time period Report 2) Mobile No. wise report 3) Summary report (Count for the time period) 4) Detailed report 5) Level wise report | |
| 30 | The messaging platform must support a comprehensive reporting portal to facilitate cross check the delivery time & other details by bank officials in case of customer queries regarding particular alert on a particular date. | |
| 31 | The message platform must support Sender_id mask. (Sender ID may be a defined alpha-numeric string, which is visible on the phone as send id. This may be any string defined by the Bank) | |
| 32 | All SMS messages are to be delivered to the mobile subscriber within 30 to 60 seconds (depending on criticality of the application) of receipt of the message at bidder's server with acknowledgement for delivery of each SMS message. | |
| 33 | Bidder should submit flat file on daily /weekly/ monthly/ quarterly/semiannually/annually basis containing SMS generated for each customer and SMS charges thereof for each transaction. | |
| 34 | The bidder should deliver messages to subscribers of all mobile service providers. | |
| 35 | The messaging platform must adhere to all guidelines prescribed by RBI/GOI/DFS regarding SMS services. | |
| 36 | The messaging platform must adhere to all the extent | |

| | | |
|----|--|--|
| | guidelines prescribed by TRAI regarding SMS Banking. | |
| 37 | <p>Bidder to establish network connectivity with primary and backup links at bidder's cost</p> <ol style="list-style-type: none"> Between Bidder's Data Centre(s) and Bank's Data Centre(s) . Network should adhere to the security standards suggested by bank from time to time (e.g. would be able to support IPSEC, 3-DES encryption etc). The uptime of the links is bidders responsibility The cost for procurement of networking equipments and interfacing has to borne by the bidder. | |
| 38 | Bank has implemented Missed Call based services for customers to know their account balance, mini statement, features of Home Loan, Car Loan. These missed call based services are based on call forwarding using http connection and in turn SMS is sent to customer on their registered. The selected vendor will be responsible to continue to provide missed call based services uninterrupted as per existing practices. | |
| 39 | <p>Bank may utilize the services of the selected vendor for sending bulk email to customers using Bank's mail domain. In Email campaign facility, bulk email will be sent to the customers using web based interface. However, the sender email address will be of ucobank.co.in domain. The email campaign solution should have the following facilities:</p> <ul style="list-style-type: none"> ➤ Dashboard containing summary report on current & previous email campaign. ➤ Email address checking ➤ Report Panel ➤ Email address list Manager Panel ➤ Email template Manager Panel ➤ Get complete campaign summary report for delivery, failure, open, link click, unsubscribe mails. ➤ Large public IP pool having inbuilt mechanism to shuffle IPs ➤ Real-time monitoring of sender reputation. This monitoring produces immediate notification of delivery issues and the ability to stop and adjust delivery. | |

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

Regd. Office:

Controlling Office:

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 organisation/BFSI in India specifying the number of Banks and branches**

Details of Experience in implementation of similar orders like managing Payment Gateway

| PSU Organisation/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

(Amount in Rs.)

TABLE A- Price Bid for cost of Domestic / International (transactional / promotional) SMSes

| Sr. No. | Description of Services | Indicative No of SMS (A) | Rate per SMS (Exclusive of Tax) (B) | Tax Type, Tax % and Value (C) | Rate per SMS (inclusive of all Taxes (D) =[B+C] | Total Cost of Ownership (TCO) for SMS services (Inclusive of all Taxes) [E=A * D] |
|---------|---|--------------------------|-------------------------------------|-------------------------------|---|---|
| 1. | Cost of SMS for transactional / promotional message Domestic | 100,00,00,000 | | | | |
| 2. | Cost of SMS for transactional / promotional message International | 20,00,000 | | | | |
| | Total Amount | 100,20,00,000 | | | | |

Total Amount in Words:

TABLE B: Optional Item:

| Sr. No. | Description of Services | Indicative No of Email (A) | Rate per Email (Exclusive of Tax) (B) | Tax Type, Tax % and Value (C) | Rate per Email (inclusive of all Taxes (D) =[B+C] | Total Cost of Ownership (TCO) for Bulk Email services (Inclusive of all Taxes) [E=A * D] |
|---------|-------------------------|----------------------------|---------------------------------------|-------------------------------|---|--|
| 1. | Cost of Bulk Email | 20,00,000 | | | | |
| | Total Amount | | | | | |

Total Amount in Words:

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

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.
- The cost quoted in Table – B for cost of Bulk email is optional item, Bank may avail services of the selected vendor for the said services during the entire contract period.

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. 2 Crores and should have registered annual turnover of Rs. 5 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 SMS Services 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 SMS services are being provided by the bidder company. | |
| 5 | Bidder should have direct tie up / arrangements with minimum two telecom service providers / operators for within India services and minimum one for International operation. | Copies of Agreements / Certification with the telecom operators with which it has direct connectivity. Undertaking to be provided by bidder to renew agreement up to the validity of Bank's | |

| | | | |
|----|--|---|--|
| | | contract period. | |
| 6 | Bidder should have a capability to handle at least 20 Lacs Real Time SMS alerts per day for banking transactions of commercial Banks operating in India. | Reference Letter from the respective Banks with Invoices raised mentioning the volume of Real Time SMS Alerts. 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 throughput 500 SMS/sec to UCO Bank | 1. Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie up to deliver SMS Alerts. 2. Undertaking to be provided for atleast minimum throughput of 500 SMS/sec to Bank for delivery of SMS | |
| 8 | Delivery of SMS alerts should be ensured to all National/International locations without any exception. | An Undertaking to this effect to be submitted on company letter head | |
| 9 | The Bidder submitting the offer should have obtained all the necessary licenses from/registered with TRAI for delivery of both Transactional & Promotional SMS and should be a registered with TRAI for telemarketing 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. | |
| 10 | 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. | |
| 11 | 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 OEM, the same agent shall not submit a bid on behalf of another Principal OEM 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,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake, Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Implementation of SMS Services, 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 SMS Services 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. 20 lacs** (Rupees Twenty 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 Twenty 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. 20 lacs** (Rupees Twenty 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 of Indemnity executed at _____ on the _____ day of _____ by M/s _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

(1) The Obligor has

- A. Offered to implement Secured System for Implementation of SMS Services in the Agreement / Contract dated _____ during the period of such contract from the date of acceptance of the purchase orders issued by the Bank. The Implementation of SMS Services by the obligor is herein after referred to as **"Supply"**.
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the contract period if required at the discretion of UCO BANK. (The installation, maintenance and support are herein after collectively referred to as **"Service/s"**).
- C. Represented and warranted that the aforesaid supply/services offered to UCO 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 UCO BANK.
- D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract / Agreement with UCO BANK.

(2) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any 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 UCO BANK

as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

- (3) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO 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 UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO 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, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor 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, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified UCO 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 Obligor 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 Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).

(7) This indemnity shall survive the aforesaid Agreement.

(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 Obligor 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 Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO BANK may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of

_____)

by the hand of _____)
_____, the authorized official of the Obligor)

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