

Request for Proposal (RFP)
For
Selection of SMS Aggregator for Implementation of
SMS and Co-Related Services



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

RFP REF NO: DIT/BPR & BTD/OA/0128/2020-21 Date: 30/04/2020

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 and without any cost or compensation therefor.

This document is prepared by UCO Bank for Selection of SMS Aggregator for implementation of SMS and Co-related Services. It should not be reused or copied or used either partially or fully in any form.

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 service provider'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.

CONTENTS

Bid Control Sheet	8
PART-I	9
1. Introductions	9
2. Overview or Objectives	9
3. Eligibility Criteria	9
PART-II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS	13
1. Invitation for Bids	14
2. Due Diligence	14
3. Tender Document and Fee	14
4. Earnest Money Deposit	15
5. Rejection Of The Bid	16
6. Pre-Bid Meeting	16
7. Modification And Withdrawal Of Bids	17
8. Information Provided	17
9. Clarification of Offer	17
10. Late Bids	18
11. Issue Of Corrigendum	18
12. For Respondent Only	18
13. Disclaimer	18
14. Selection Process	18
15. MSME	18
16. Costs Borne By Respondents	19
17. No Legal Relationship	19
18. Cancellation Of Tender Process	20
19. Corrupt And Fraudulent Practices	20
20. Non-Transferrable Offer	20
21. Address Of Communication	20

22.	Period Of Bid Validity _____	21
23.	No Commitment To Accept Lowest Or Any Bid _____	21
24.	Other Terms And Conditions _____	21
25.	Errors And Omissions _____	22
26.	Acceptance Of Terms _____	22
27.	RFP Response _____	22
28.	RFP Response Validity Period _____	23
29.	Notification _____	23
30.	Erasures Or Alterations _____	23
31.	Clarifications On And Amendments To RFP Document _____	23
32.	Language Of Bids _____	23
33.	Authorized Signatory _____	23
34.	Submission Of Offer – Three Bid System _____	24
35.	Adoption Of Integrity Pact _____	27
36.	Independent External Monitor(s) _____	28
	PART-III Bid Opening & Evaluation Criteria _____	30
1.	Stages Of Evaluation _____	30
2.	Evaluation Methodology _____	30
3.	Eligibility Evaluation _____	30
4.	Technical & Functional Evaluation _____	30
5.	Commercial Evaluation _____	31
6.	Reverse Auction: _____	32
7.	Normalization of bids: _____	32
8.	Shortlisting _____	33
	PART-IV Scope of Work _____	35
	Part-V _____	49
1.	Order Details _____	49
2.	Schedule Of Implementation _____	49

3.	Acceptance Tests	49
4.	Uptime	49
5.	Audit By Third Party	50
6.	Preliminary Scrutiny	50
7.	Single Point Of Contact	50
8.	Performance Bank Guarantee	50
9.	Taxes	51
10.	Confidentiality And Secrecy	52
11.	Award Of Contract	53
12.	Price Validity	53
13.	Terms of Payment	53
14.	Paying Authority	54
15.	Price	55
16.	Cancellation Of Order & Realization Of Penalty/Compensation	55
17.	Notices	56
18.	Compliance With Laws	56
19.	Penalty	57
20.	Liquidated Damages	59
21.	Force Majeure	60
22.	Contract Period	60
23.	Completeness Of The Project	61
24.	Indemnity	61
25.	Publicity	62
26.	Privacy And Security Safeguards	62
27.	Guarantees	62
28.	Resolution of Disputes	62
29.	Exit Option And Contract Re-Negotiation	63
30.	Termination	65

31. Termination For Convenience	66
32. Termination For Insolvency	66
33. Termination For Default	66
34. Consequences Of Termination	66
35. Dispute Resolution Mechanism	67
36. Signing Of Contract	68
37. Technical Inspection And Performance Evaluation	69
38. Verification	69
39. Compliance With Applicable Laws Of India	69
40. Order Cancellation	70
41. Pre-Bid Queries / Clarifications	71
42. Introduction & Disclaimer	72
43. Fidelity & Secrecy	72
44. Authorise Signatory	72
45. Independent Service Provider:	72
46. UAT (User Acceptance Test)	73
47. Limitation Of Liability	74
Annexure – I	75
Annexure – II	77
Annexure – III	79
Annexure – IV	81
Annexure –V	84
Annexure – VI	85
Annexure – VII	86
Annexure – VIII	87
Annexure – IX	88
Annexure –X	89
Annexure – XI	90

Annexure – XII	91
Annexure – XIII	92
Annexure- XIV	93
Annexure – XV	94
Annexure-XVI	102
Annexure – XVII	108
Annexure – XVIII	112
Annexure – XIX	119
Annexure – XX	120
Annexure – XXI	123
Annexure –XXII	126
Annexure –XXIII	129
Annexure –XXIV	138
Annexure –XXV	140
Annexure –XXVI	142

Bid Control Sheet

Tender Reference	DIT/BPR&BTD/OA/0128/2020-21 dated 30/04/2020
Cost of Tender Document	Rs.25,000/- (Rupees Twenty Five Thousand Only)
Date of issue of RFP	30/04/2020
Earnest Money Deposit (EMD)	Rs.40,00,000/- (Forty Lakhs Only)
Date of commencement of sale of tender document	30/04/2020
Pre-Bid queries submission Date	On or before 22/05/2020 up to 04:00 PM
Pre- Bid Meeting Date & Time	27/05/2020 at 04:30 PM
Last Date and Time for receipt of tender bids	12/06/2020 at 4:00 PM
Opening of Eligibility and Technical bids	12/06/2020 at 4:30 PM
Opening of Indicative Commercial Bid and e-reverse auction	Will be informed subsequently to eligible & technically qualified bidders.
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.
Email address	hodit.proc@ucobank.co.in
Contact Telephone	Tel :033-44559775 / 70
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 **04:30 PM**. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

PART-I

1. Introductions

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, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3000+ branches. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank has already initiated the process of implementation of Finacle 10.X and selected bidders is required to integrate the proposed solution with Finacle 10.X in near future without additional burden to the Bank.

2. Overview or Objectives

UCO Bank desires to implement SMS services with 24x7 availability and other correlated services as a part of customer service. 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, alerts, E-mails, notifications etc. 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 , incoming SMS, E-mail, Notifications etc. using secure authentication system as per the technical/ functional specification given in this RFP document.

3. Eligibility Criteria

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

Sl. No.	Clause	Documents required
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.

2.	<p>The bidder should be telecom operator/ telemarketer (must have valid registration with TRAI) or an entity having tie-up with at least two telecom operator directly and have completed 3 years of experience in operations in India.</p> <p>Re-sellers or outsourcing of services is not allowed to bidder for this tender and the bidders should not resell/ outsource the operation/services to any other vendor.</p>	<p>Valid Documents supporting their eligibility criteria like certificate of Commencement of Business, authorized undertaking of the Telecom operator in case of tie-up, Telemarketer certificate, International Tie-Up agreement copy/undertaking for international tie-up along with supporting documents.</p> <p>Self declaration in letterhead of the bidder's company that the bidder is not a reseller and will not use any reseller to provide any services to the Bank in future, is to be submitted.</p>
3	<p>The Bidder should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).</p> <p>This must be the individual Company's turnover and not that of any group of Companies. Not inclusive of the turnover of associate companies.</p>	<p>Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.</p>
4	<p>Bidder must have registered net profit i.e. Profit after tax for the Financial years i.e. 2016-2017, 2017-2018 and 2018-19.</p>	
5	<p>Bidder submitting the offer should have provided SMS and EMail Services in at least one scheduled commercial bank in India during the last three years. The solution offered should be currently running successfully as on RFP submission date.</p>	<p>Copy of relevant purchase orders along with experience certificate from the related Bank with the contact details of the person signing the Purchase Order.</p> <p>The bidder is also required to submit recent reference letter from the Bank where SMS and E-mail services are being provided by the bidder company.</p>

6	<p>Bidder should have direct tie up / arrangements with minimum two telecom service providers / operators for services in India and international operation.</p> <p>The bidder should have International Roaming facility for both domestic and international customers.</p>	<p>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.</p>
7	<p>Bidder should have a capability to handle following SMS, Email & IVR capabilities in a scheduled commercial bank in India.</p> <p>a. At least 50 lakhs Real Time SMS alerts per day for banking transactions.</p> <p>b. Pushing a minimum of 10 crore messages on an average per month since last 1 year.</p> <p>c. 50 lakh e-mail messages on an average per month since last 6 months.</p> <p>d. 1 lakh IVR/outbound voice calls on an average per month since last 6 months</p>	<p>Certificate from Scheduled commercial Banks mentioning experience in mentioned areas along with latest Invoices (At least 2 months with masked price).</p>
8	<p>The bidder should be able to allocate a minimum throughput of:-</p> <ul style="list-style-type: none"> • 2000 SMS /sec. • 1000 Emails/sec • 500-700 IVR voice calls/second 	<p>1. Certificates to this effect from the telecom operator[s] should be submitted with whom bidder has the tie-up to deliver SMS Alerts.</p> <p>2. In support of this criteria Undertaking to be provided clarifying total capability and number of clients with whom capability is shared.</p>
9	<p>The bidder should have minimum 100 PRIs from telecom operators for calling capability.</p>	<p>Bidder must submit purchase order.</p>
10	<p>Delivery of SMS alerts and e-mails should be ensured to all National/International locations without any exception within the stipulated timeframe.</p>	<p>An Undertaking to this effect to be submitted on company letter head</p>

11	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 registered with TRAI for telemarketing as per RBI guidelines.	An Undertaking to this effect to be submitted on Company Letter Head mentioning exact name of the certificate and declaring that the certificate is valid for next 2 years. If not so, the bidder has to give undertaking that they will make arrangement for extension of validity for the same before expiry. Copy of the valid certificate of TRAI to be enclosed.
12	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.
13	The bidder should have the capability to hold a database size of minimum 10 crore subscribers.	Self-Declaration certificate to be submitted.
14	The solution should be able to support all regional languages as per the 8th Scheduled Language of Indian Constitution and amendment thereof.	Undertaking to be submitted in this regard.
15	The bidder should have ISO 9000 certification and a valid ISO 27001 series certification for information Security management or an equivalent recognized certification as on bid submission date, with validity for at least one year from that date.	A copy of Valid certificate should be submitted along with the Technical offer.
16	The bidder should have a. Their own "SMS and e-mail Gateway Services" to deliver the messages and e-mails to the SMSCs directly. b. The bidder should have their own infrastructure to send bulk-promotional mails/SMSs with their own application c. Its own Level II / Tier II DC and DR located in two different seismic zones	Undertaking to be submitted. Self-certificate /Declaration with addresses and details of bidder's DC,

	in two different geographical locations in India for providing SMS gateway services for ensuring business continuity.	DR location should be submitted along with the Technical Offer.
--	---	---

Note:-

In this tendering process, either the telemarketer or the Telecom Operator (both from India) can bid but both cannot bid simultaneously. If a telemarketer submits bid on behalf of the Principal Telecom Operator, the same telemarketer shall not submit a bid on behalf of another Principal Telecom Operator in the same tender for the same service.

The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

PART-II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced selected bidders having proven capabilities of providing SMS Services with 24X7X365 availability and correlated services for customer service. 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, alerts, E-mails, notifications etc. 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 and correlated services like E-mail, Notifications, IVR, App and Web push notification etc. to offer complete solution for sending outgoing Domestic, International SMS, incoming SMS, E-mail, Notifications etc. using secure authentication system as per the technical/ functional specification given in this RFP document.

The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank.

The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

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.25,000/- (Rupees Twenty Five Thousand Only)** as Tender document Cost.

A complete set of tender documents can also be downloaded from Bank's website www.ucobank.com. The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of UCO Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the

bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 th floor ,3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph- 033- 4455 9775/9770

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned here under:

Particulars of Job to be undertaken	EMD
RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services	₹ 40,00,000/- (Rupees Forty Lakhs Only)

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 without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). 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:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- 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. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. 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 either at the time of or before the execution of Service Level Agreement (SLA).

5. Rejection Of The Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- h. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XV.

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.proc@ucobank.co.in.

It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

7. Modification And Withdrawal Of Bids

- a. Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.
- b. No bidder/sub-contractor shall be allowed to withdraw the bid after the deadline for submission of bids.
- c. The bidder/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

8. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. Clarification of Offer

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 and 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.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

11. Issue Of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

13. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

14. Selection Process

Technically qualified bidder with the lowest quote based on TCO as quoted in reverse auction for their product will be considered as the L1 bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

15. MSME

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission

(NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC/DIPP registered documents for exemption will not be considered.

- ii. To qualify for EMD & Tender Fee / Cost exemption, Concerns recognized by Department of Industrial Policy & Promotion (DIPP) and MSME registered firms should necessarily enclose a valid copy of registration certificate/relevant certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

16. Costs Borne By Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

17. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

18. Cancellation Of Tender Process

- a. 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 bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

19. Corrupt And Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20. Non-Transferrable 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.

21. Address Of Communication

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

22. Period Of Bid Validity

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.

23. No Commitment To Accept Lowest Or Any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

24. Other Terms And Conditions

- a. Cost of preparation and submission of bid document:** 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.
- b.** The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c.** The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or

justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.

- d.** Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- e.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f.** 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.

25. Errors And Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

26. Acceptance Of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

27. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

28. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

29. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

30. 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 initialled / authenticated by the person/(s) signing the Bid.

31. 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.

32. Language Of Bids

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.

33. Authorized Signatory

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 person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution

of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

34. Submission Of Offer – Three Bid System

UCO Bank will follow Three Bid System i.e. Separate **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Masked Bill of Materials and **Commercial Bid** – containing Indicative Price Information along with the soft copies (preferably in non-optical storage) duly sealed and super-scribed as – RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services (Eligibility Bid), – RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services (Technical Bid) and – RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services (Indicative Commercial Bid) as per the format prescribed in Annexure – XXI respectively should be put in a single sealed outer cover duly sealed and super-scribed as – RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Indicative Commercial Bid) of the eligible & technically qualified bidders will be opened. After Opening of indicative commercial a date will be informed to qualified bidders to participate in Reverse auction where bidders will participate in reverse auction and Lowest Bidder (L1) will be selected based on the Total Amount quoted during reverse auction. The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

All envelopes must be super-scribed with the following information:

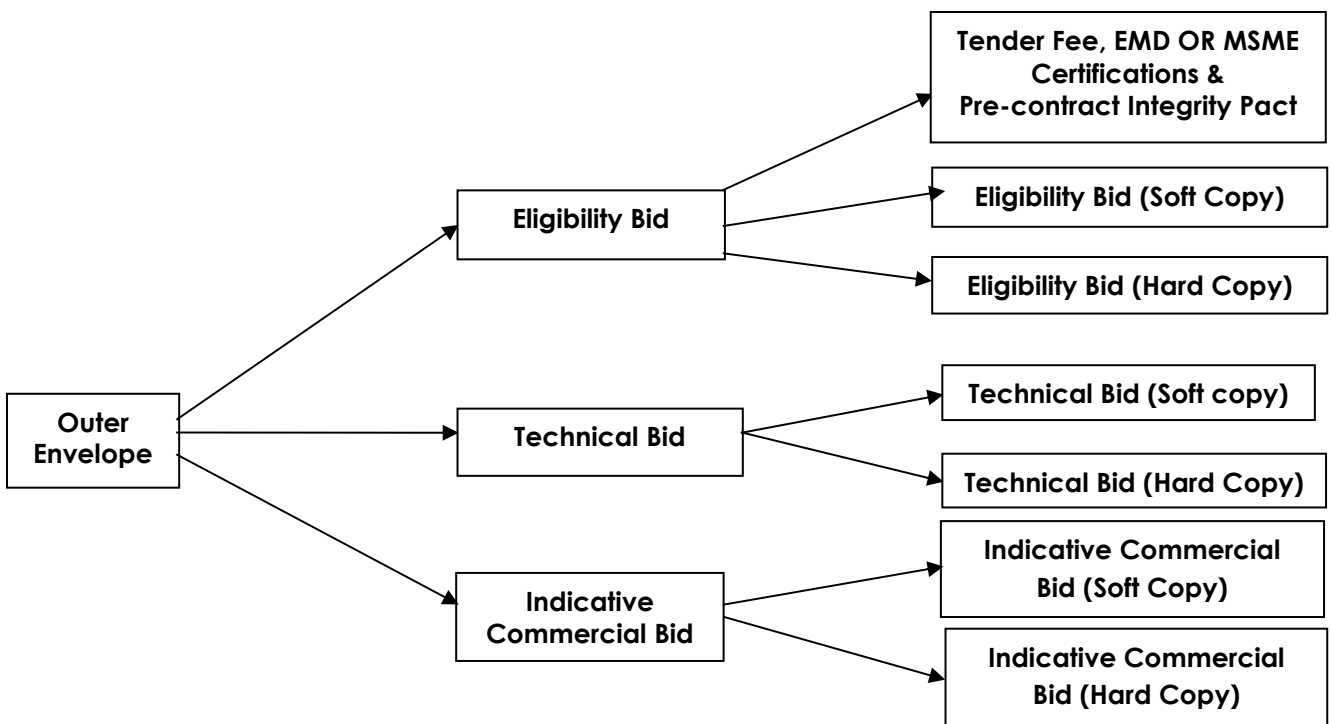
- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical

specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the following diagram.



Bidder to ensure that Soft copy of the bids submitted, should contain each and every document submitted in the original bid documents.

The Indicative Commercial Offer (Hard Copy) should contain all relevant price information as per Annexure – XXI.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

Note:

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. The commercial offer (Hard Copy) should contain all relevant price information.
- iii. All pages and documents in individual bids should be numbered as page no. (Current Page. No) of page. no - (Total Page No) and should contain tender reference no. and Bank's Name.
- iv. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- v. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- vi. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- vii. 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.
- viii. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- ix. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- x. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

35. Adoption Of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
 - i. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure – XV for strict compliance.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP)

should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

36. Independent External Monitor(s)

The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – XV. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- i. Shri S. R. Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

- ii. Ms. Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

PART-III Bid Opening & Evaluation Criteria

1. Stages Of Evaluation

There would be Three (3) stages for evaluation process.

The Stages are:

- Eligibility Criteria Evaluation
- Technical Evaluation
- Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 3, Part-I, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

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.

The bidder with the lowest commercial quote will be declared L1.

2. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

3. Eligibility Evaluation

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in the RFP, will be shortlisted for the Technical bid evaluation.

4. Technical & Functional Evaluation

- a. First, Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfil the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in the RFP, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.
- b. The Bank will evaluate the technical responses of the bidders who would found to be eligible as per the eligibility criteria mentioned in the RFP.

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 period indicated in the letter / fax / e-mail seeking clarification / explanation.

d. Functional/Technical bid evaluation methodology that UCO Bank would adopt is given below:

- The requirements are given in Annexure – XVIII.
- UCO BANK may, at its discretion, waive off 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 –XVIII.
- The Responses should be as per the table below.

Y	Yes, Available
N	No, Not Available

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

5. Commercial Evaluation

Indicative Commercial Bids of technically qualified bidders will be opened by the bank and the same bidders will be considered for participation in commercial Bidding (Reverse Auction). After opening of Indicative Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

- The L1 Bidder will be selected on the basis of reverse auction conducted by the bank on a pre informed date after proper training.
- The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of

payment and finalization of the contract, the value of the lowest bid would be used.

6. Reverse Auction:

The Bidder who's Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 vendor separately for each group.

The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose. Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However, there would be no compulsion on the part of the Bank to necessarily accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders. On completion of the Reverse Auction, the Bank will evaluate the resultant price for each item which will get precedence over the price offered in the indicative price bid submitted by bidders. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction.

7. Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short

listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process

8. Shortlisting

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the Technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- i. The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Two-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- ii. Normalization of bids: The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The shortlisted bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically

short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

- iii. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- iv. In case there is a variation between numbers and words; the value mentioned in words would be considered.
- v. The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.
- vi. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART-IV Scope of Work

Bank wishes to select an aggregator(s)/ vendor(s) who can handle SMS (using short/ long code/ VMN), E mail, IVR / Push , Pull , App Notification, Web Based Notification with delivery standard as per the SLA proposed and is able to conform to the technical specification mentioned in this proposal. The bank proposes to avail the following services:

- SMS including voice
- PUSH and PULL services/notifications.
- E-mail services.
- Solution should be able to support integration with social networking platform like Tweeter, WhatsApp, Instagram, Facebook etc.
- Missed call services like Missed call balance enquiry, Mini Statement, Aadhaar Seeding, Debit Card Hotlisting, Car Loan, Home Loan etc.
- Approval of templates from Telecom Regulatory Authority of India (TRAI) whenever any adhoc promotional/ alert messages are to be sent, same need to be available through Dash Board.
- Bidder have to send approximately 2 crore messages per day.
- Transactional/ promotional Email.
- IVR facility for OTP & Promotional messages.
- App and Web Based Notification
- Services for both domestic and international users.
- Bidder should be sending multi lingual /region wise regional language (as defined in 8th schedule of Indian constitution) SMS messages.
- Front end/ dash Board for generating/ viewing SMS /E-mail logs for a range of dates (daily/weekly/ monthly/ yearly), scheduling of bulk SMS with an option of edit/delete. Live monitoring of SMS logs need to be available along with Latency detailed report.
- The successful bidder should provide the backup of all the SMS logs in the form of DVD/ or bidder's own SFTP arrangement on monthly basis along with the invoice, as per the format provided by the Bank.

- It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to Bank.
- The bidder should provide application architecture along with a detailed diagram including the infrastructure setup.
 - Details of redundancy and security setup
 - Implementation procedure / road map
- It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.
- The solution offered should be scalable to meet the requirements of the Bank for the next 2 years from the date of award of contract as per table mentioned below.
- For promotional SMSs/voice on calls, 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/Voice call to one/many mobile numbers
 - Upload of Mobile Numbers through Excel and Txt formats
 - Scheduling SMS/Voice calls
 - Provision of Web-based reports for download in Excel/Txt/PDF format
 - MIS for promotional SMSs/Voice calls user ID wise, period wise, date wise, status wise (delivered, undelivered) etc for SMS/Voice call alerts sent.

- The indicative, estimated volume for the contract period is as under:

CATEGORY	Estimated Volume
SMS	280 crore
App Notification and Web based Notification	5 crore
Emails	10 crore
IVR voice calls	20 lakhs

The above volume is indicative only, the actual figure may vary. It should not be treated for any reference.

SMS SERVICES

The Bank intends the solution provider to integrate with different SMS delivery points/ application of the bank. The SMS Services should cover the facilities like Push service and Pull service using short/ long code/ VMN. Our expected delivery standards are furnished below:

PRIORITY	SMS TYPE	SMS CATEGORY	DELIVERY TIME
HIGH	DOMESTIC & INTERNATIONAL	OTP (one time password), High priority financial transactional SMS	Within 10 seconds.
MEDIUM	DOMESTIC & INTERNATIONAL	Non-Financial transaction SMS/Pull Services (including Missed Call facilities).	Within 30 seconds.
LOW	DOMESTIC & INTERNATIONAL	Bulk SMS (Informational/Promotional), Scheduled SMS (Informational/Promotional)	Within 30 minutes (Time between publish time and delivery time)

- The bidder should have capabilities to send SMS to all handsets and to all

telecom operators operating in INDIA and abroad without any exception. The bidder should provide dedicated services for HIGH priority SMS sent to the Bank's customers.

- The Bidder shall be responsible for delivery of real time SMS alerts on 24X7X365 basis as per the requirement of the Bank.
- The bidder shall be responsible for providing after sales support and service on 24X7X365 basis for resolution of complaints related to individual/Bulk SMS/e-Mails.
- The bidder should have 24X7X365 days online support, if issue is not resolved then the bidder should send their representative to our office for resolution without any cost to the Bank.
- For Enabling PULL SMS facility, the bidder will be required to provide long codes, short codes and virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the bank without any cost, for receiving incoming SMSs in predefined formats from its customers. Further the bidder should also have the option of utilizing the existing VMN number provided by the bank.
- The code (long code/short code/VMN) allotted to the Bank should be easily memorable and accessible to the bank customers, both domestic and international, through all the telecom operators across the globe on 24X7X365 basis.
- The codes once allocated to bank for accessing Pull Service (long code/short code/VMN) will be the property of the bank. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the Bank. Also, The selected bidder shall support migration of existing VMN/Long code/Short Code to New service provider after surrender without extra cost to bank.
- The solution should provide the option for source applications to send SMS either via web services or through Database inserts and updates.
- The bidder has to ensure SMS message whose contents exceeds 160 characters should be delivered as a single message on receiver's handset, unless there is dependency of the same on the receiver's mobile handset.
- The bidder should have tie up/ arrangement with telecom service providers to send SMS to domestic/ international customers as per the time norms

specified above. In case the services of the telecom service provider found not satisfactory by the bank, the bidder shall make the arrangements to change the telecom service provider at the instance of the bank within 15 days without any additional cost to the bank

- The bidder should have solution to provide SMS in all regional languages as per the 8th Scheduled Language of Indian Constitution.
- The services provided by the service provider should be handset and Telco agnostic.
- The bidder should offer a retry mechanism for messages that cannot be delivered.
- Delivery of the SMS alerts should be ensured to all National/International locations without any exception.
- The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The bidder must have its own Level II/Tier II DC and DR located in India for providing SMS gateway services. The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.
- The initial contract period will be 2 (two) years with provision of further extension with the same terms and conditions subject to satisfactory performance. The bank shall review the performance every year. There will be no price escalation during the contract period. However, any downward revision in IUC charges, Government Levies etc. the same will be passed on to the bank on proportionate basis.
- For providing all the services as specified above, the offered solution should seamlessly integrate with the CBS existing Finacle Version or any new version of the CBS on which Bank upgrades, applications apart from CBS, ATM Switch and another Alternate Deliver channels like mBanking, e-Banking, UPI, wallet etc. solutions deployed in the bank from time to time. The integration cost wherever applicable should be borne by the bidder.
- Considering the changing business conditions and the size and variety of requirements, the bank reserves the right to change the scope of services during the period of the contract, giving a notice period of 30 (Thirty) days.
- Considering the changing business conditions and the size and variety of requirements, the bank reserves the right to change the scope of services

during the period of the contract from the date of issuance of the Purchase Order. The bidder will have to implement the same without any additional cost to Bank.

- The client gateway should be deployed at the Data Centre (DC) and Disaster recovery (DR) sites of the bank including test setup. The bidder should be able to support with the change in the location of DC and/or DR for any business purposes.
- The bidder should ensure that when there is a shift of services from DC to DR and vice versa, it should be completed within TAT (i.e 30Minutes) and Bank should not be compelled to do any changes at Bank's end.
- The bidder should be able to provide a robust campaign manager to integrate interactive mobile marketing campaigns on short codes or extended codes or Voice based.
- The bidder should have its in house platform setup for SMS, Email, voice services etc. without any dependency on third party,
- The bidder has to route all the messages sent by the bank as Transaction Messages without necessitating the scrubbing against customer preference register (NCPR) introduced by TRAI unless specified otherwise.
- The solution should be capable of sending messages in SMPP (short message peer to peer protocol) and HTTPS-API with/without XML support to the bank with multiple accounts and it should be the primary channel for communication.
- The API should support encryption-decryption for the entire API parameters supporting 3DES/AES algorithm as per security guideline defined by the Bank.
- The bidders system/ solution should handle URL based communication both secured (https) and normal (http) based communication and message should be delivered to the specified port, if the port is provided in the URL.
- Facility should be there to send encrypted SMS texts from bank to vendor server and vendor must be able to decrypt the SMS text and send to customer.
- The solution must support csv/excel/text file uploads using HTTP POST call mechanism.
- Delivery reports shall be sent using the SMPP or HTTPS-API in prescribed format

as required by the bank. The solution offered should provide secured encrypted connection for delivering of outgoing/incoming alerts with guaranteed delivery. Delivery reports should be readily available through FTP/SFTP mode also.

- Dynamic (Numeric as well as Alphanumeric) Sender IDs should be supported for the Domestic as well as international SMS.
- Sender ID allotted should be unique for our bank and same should not be used by any other entity across the globe. Bidder must submit declaration confirming the same.
- The SMS/E-mail/IVR/App and web Based Notification services should be scalable to meet the requirements of the bank for the next 2 years from the date of placing purchase order, considering a similar growth on year on year basis.
- The bidder should have the facility to assign priorities to different type of SMS alerts being sent by the bank and deliver the alerts as per the priorities defined by the bank.
- The solution should be capable of checking and blocking duplicate/multiple SMS/email/IVR delivery to customers.
- **SMS Security:** The SMS messaging has some extra security vulnerabilities due to its store and forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The SP is required to take care of the security issues:
 - Confidentiality of the SMS sent or received - Only the valid communicating parties can view the SMS
 - Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration.
 - Non-repudiation - no party can deny the receiving or transmitting the data
 - communicating between them.

The bidder is required to provide protection against the following threats:

- Man in Middle attack
 - Reply attack
 - Message disclosure
 - Spamming
 - Denial of service attack
 - SMS phone crashes
 - SMS viruses
 - SMS Phishing
 - Any other cyber threat applicable to the SMS service.
- The bidder has to provide the list of error code due to which delivery of SMS alerts get failed
 - The bidder should provide Information Service Security Audit Report (Half yearly/Annual) where it has been mentioned that bidder's solution/ system is free from all above threats including any other vulnerability during the contract period without any extra cost to Bank.
 - If any deficiency has been observed during audit of the bidder solution on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the bidder shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
 - The Bidder should provide the interface of their software with bank's core banking solution or middleware. The bidder also should support integration of the middleware with any new application of the bank as and when required without any cost to the bank.
 - All the services as specifies above and its related systems should conform to the requirements of the amended IT Act 2000 and other laws statutes of the Govt. Of India.
 - The bidder should have 24X7X365 support office in India to provide

online/onsite support and in person if required by bank without any additional cost to the Bank.

- The bidder should have proper test infrastructure with the capability for end to end testing of all the integrations with all the bank applications (existing and future).
- The bidder has to maintain the complete data with regard to SMS/email/IVR/voice calls for at least 3 years or end of contract period whichever is later. Bidder should retrieve and provide the required data to bank within 12 hours of receiving the request in this regard from the bank.
- At the end of Contract period, the bidder should handover the complete data to Bank and confirm deletion of Data at their end. In this regard the bidder must submit a certificate of authentication for deletion of record stored as backup with them during the entire contract period. The data report should contain the following minimum fields: Mobile Numbers/MSISDN, Complete text alerts, category, bearer, Operator Circle, National/International sender name/ID, Date and Time of SMS, Voice on Call.
- Bidder solution should be capable to identify National/International mobile numbers for sending SMSs accordingly.
- Bidder should have online ticketing mechanism for lodging and tracking of all the complaint raised by the Bank.
- DND compliance will be the responsibility of the Bidder/Service provider. Bank will not enter into any contract with any telecom, carrier or service provider. The Bidder shall be the single point of contract for the bank.
- The bidder should provide an online portal with the following capabilities:
 - The portal should provide access to the entire log from the day of inception at any given point of time.
 - The portal should be available to the bank users 24X7X365
 - The portal (Dashboard) should have user management facility and should have different level of access for different categories of users. It should be able to manage users profile (add/ modify/delete)and its capability to access different level of reports.
 - The online portal should have capability of masking the SMS contents when shown to a certain set of users.

- There should be an option on front end portal for adding / disabling / enabling any source application interface for sending SMS.
- The portal should provide filters on based on (but not limited to) range of dates, mobile numbers, service type, content, mail IDs, etc. as applicable to each type of the service provided.
- The portal should be able to generate automated SLA compliance report.
- The portal should be capable of providing realtime Latency report of the SMS/e-Mails delivered at a particular time.
- The bank shall have the discretion to audit the successful bidder infrastructure setup and flow for verifying the authenticity of the data with respect to the real time automatic delivery reports and other related reports before and during the contract period.
- The portal should provide a single Dashboard for monitoring and execution of the above mentioned scope i.e SMS/IVR/Long code, Short code/E-Mail/App and web Based Notification services etc. It should include administrative features like monitoring of total alerts sent within a day/week/month, time delay (if any) in sending the alerts, number of failed alerts(with reason for failure), invalid mobile number, number of push, promotional, pull and voice on call alerts sent and delivered with proper classification of reason for delivery failure.
- The bidder should be capable of providing real time automatic delivery reports/acknowledgment for last mile delivery (on the mobile handset of the customer/end user) of each SMS alert and voice on call alert along with status and time stamp.
- Bidder should have proper real time monitoring tool facility which allow identification and intimation of abnormal decline in number of SMS alerts being received from Bank and being successfully delivered to end user.
- Bidder should have facility to provide last mile delivery status of each alert along with time of dispatch from bidder's system and delivery on to customer's handset.

BULK EMAIL SERVICE & SOLUTION

- The bank intends to send periodical bulk emails (both transactional and promotional), with or without file attachments to its customers.

- In order to save the reputation of the Domain, verification of correctness of the e-mail IDs will be responsibility of the bidder.
- A typical email comprises of text content in the body of email and may or may not have one or more file attachments that could be PDF, XLS etc.
- The mail sent to individuals shall require personalization like 'Dear/ Mr./Mrs./ Ms.'
- The email service shall be compatible with any rule/event /action based mailing and for this purpose it shall integrate with various business applications of the bank.
- The bidder should provide few e-mail template for ready use and also provide support to Bank in drafting of the same as per requirement.
- The proposed solution shall include all the necessary software / licenses provided should be genuine.
- Expected TAT is as follows:

PRIORITY	E-MAIL CATEGORY	DELIVERY TIME
HIGH	OTP (one time password), High priority financial transactional e-mails.	Within 10 seconds.
LOW	Bulk e-mails (Informational/Promotional), Scheduled e-mails(Informational/Promotional)	Within 30 seconds.

- The service provide (Aggregator/ Bidder) shall provide the following:
 - Periodical broadcast reports like email delivery/ success/ failure status reports/statistics report to the bank for every batch of emails sent, on completion of the assignments from time to time.
 - The service provider should ensure that emails sent to applicants should not get classified as junk mails or spam mail by leading email service providers like Gmail, Yahoo, Hotmail etc.
 - 24X7X365 support office in India to provide onsite support and in person

if required by bank without any additional cost to the Bank.

- The application/portal provided by the bidder should be capable enough to handle promotional and transactional email broadcasting simultaneously.
- There should be a facility to pause/resume an on-going activity to initiate another urgent activity.
- Technical and maintenance support of all the software including the up gradation of software, application of patches, and data backup without incurring any additional cost to the bank. If required then bank may ask for data back up before the purging of data. The periodic purging of data should take place after due confirmation from the bank.
- The bidder will be responsible for the notification of new versions/releases of all the provided software, if any, including the environmental and support software/database and supervise their implementation.
- The bidder shall also provide licensed software for all the software services, whether developed by it or acquired from others and conducting required training to designated bank's technical and end user personnel to enable them to operate/run the software application/portal and perform administration of the total system.
- Undertake immediate bug fix actions in the event of software failure causing an interruption to the services.
- Web hooks- Get real time notification based on the occurrence of the activity/event.
- Drop, open, Clicks, bounce, spam, unsubscribe etc.
- Help plan subsequent actions immediately.
- Download historical email logs (available for entire contract period)
- Know the journey from generation to final action on our e-mail.
- Helpful in storage of critical action or non-action info shared with recipients.
- The bidder/ service provider should have Redundant infrastructure to ensure 99.99% uptime.

AUTOMATED IVR CALL SERVICE

- The bank intends to use the automated outbound IVR voice call service for delivery of OTPs through voice calls (where OTP SMS delivery fails)
- The IVR voice calls shall be initiated to the customers on demand as per customer request for generation of IVR voice call through different applications.
- IVR should perform the following functions:
 - Transactional OTP shall be delivered to customers through IVR voice calls as and when demanded by the customer through different applications.
 - Promotional/informational messages shall be delivered to customers through IVR voice calls as and when required by the bank.
 - It will be integrated with the call centre.
 - IVR services may be integrated with other applications like card hotlisting, blocking of user – id , suspension of accounts etc.
 - The system shall be capable of delivering the messages in all regional languages as per the 8th Scheduled Language of Indian Constitution.
- System must include flexible message recording that allows the bank to update messages as and when required on upcoming events or programs.
- IVR infra will be provided by the Bank.
- The bidder should provide a single Dashboard for accessing standard reports specifying detailed information on calls. Dashboard should also provide custom reports through email notification on status of individual accounts as and when required.
- App Notification and Web / Browser based Notification to be integrated with the Bank's app and website.
- The bidder shall provide application(s) software, installation thereof, patch managements, maintenance of application(s) software.
- Installation of the IVR shall include all the necessary hardware, operating software, application software, interface software and cards, voice prompts (as directed by the bank), system speech, cables and connectors.

- The bidder should be capable of sending voice messages in case of failure in sending SMS message as and when required, without any additional charges or set up cost.
- There should be zero data loss in transmission of IVR calls to customers.
- Bidder should ensure good quality of IVR Voice services availed by the bank.
- Expected TAT is as follows:

PRIORITY	IVR CATEGORY	DELIVERY TIME (after raising of demand)
HIGH	OTP/OAC (one time password)	Within 20 seconds.
LOW	Bulk IVR (Informational/Promotional), Scheduled IVR (Informational/Promotional)	Within 2 Hours.

Part-V

1. Order Details

The purchase order will be placed by UCO Bank Head Office-II, BPR & BTD in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule Of Implementation

The selected bidder has to provide the SMS Services as per the 'Broad Scope of Work' mentioned herein above within 4 weeks from the date of award of contract / issuance of Letter of Intent.

The purchase order will be provided by the Bank only if the Bank is satisfied with the services offered by the bidder during the pilot period (1st month).

Time shall be the essence of the contract. If the bidder fails to operationalize the project within the stipulated time schedule or by the date extended by the Bank, it will be a breach of contract. In the event of the Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank Guarantee shall be extended by further period as required by the Bank before the expiry of the original bank guarantee.

3. 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.

4. Uptime

The bidder shall guarantee an uptime of 99.99% 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 99.99% on monthly basis, Bank shall impose penalty as per penalty clause mentioned in RFP. If the uptime is below 99% , the Bank shall have full right to terminate the contract under this RFP.

5. 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 before issuance of Letter of Intent and/or during the contract period. The bidder has to provide necessary support to the Auditor .

6. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

7. Single Point Of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation, integration of the modules and turning the solution live by providing online/onsite support, response and resolution during contract period after the acceptance of the hardware and software.

8. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for **27 months (24+3 months claim period)**, indemnifying any loss to the Bank, as per the format of Annexure – IV. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

9. Taxes

Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

10. Confidentiality And Secrecy

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

- The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level 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 BANK;
- To only make copies as specifically authorized by the prior written consent of 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.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.

- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest: The Vendor shall disclose to 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.

The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

11. 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-XXI post Reverse Auction. 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.

12. Price Validity

The selected bidder will be required to keep the price valid for contract period from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of contract and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the Reverse Auction price confirmation letter similar to indicative commercial format i.e. Annexure – XXI during the price validity period of contract.

13. Terms of Payment

- 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.

- Bank shall reimburse the rate per SMS x actual no. of SMS delivered successfully within stipulated time frame at the rate quoted in the commercial bid during the month.
- Bank shall reimburse the rate per email X actual no. of emails delivered successfully in the Inbox of the customer during the month, likewise for other services also.
- 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.
- Payment will be done on receipt of invoice along with category wise usage summary report and SMS log DVD. The following conditions will be applicable for the payment:-
 - Successfully delivered services will be paid in full.
 - Rejected/DND/Invalid subscriber/ Blacklist/ Undelivered/ Pending/ Dropped/ Expired/ Duplicate SMS will not be paid.
 - Rejected /Undelivered Emails/IVRs will not be paid.
 - Penalties shall be applied as per the penalty clause given below. Penalties, if any, will be deducted from the amount payable monthly against the respective invoice.
- The Bank shall compare the SMS counts provided by the successful bidder for receiving payment with the count of SMS generated by the CBS system/any other business application in all applicable cases.

14. Paying Authority

The payment will be made by UCO Bank, Head Office–2, BPR & BTD. However, all the payments shall be subject to the performance to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

15. Price

- 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.
- Prices quoted by the bidder in the price bid shall be valid during the entire contract period.
- The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. GST, 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. Cancellation Of Order & Realization Of Penalty/Compensation

The bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances:

- (i) The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- (ii) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- (iii) The bidder goes into liquidation voluntarily or otherwise.
- (iv) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- (v) The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- (vi) If deductions on account of liquidated damages exceed more than 10% of the total order price.
- (vii) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- (viii) UCO Bank reserves the right to recover any dues payable by the bidder

from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.

(ix) Non-compliance of the scope of the job.

(x) On the events of data piracy / privacy / system failures / security failures.

17. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand-delivered & if sent by registered post than on the expiration of seven days from the date of posting.

The purchase order is being sent in duplicate. Please acknowledge the same and return one copy to us duly signed by you in token of having accepted the purchase order.

18. Compliance With Laws

The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.

The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the bidder, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.

Any regulatory changes which are necessitated in the services offered due to

changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, TRAI, NPCI, UIDAI other regulatory authorities or due to industry level changes including cassette swap system to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

19. 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 entire solution (comprising of all aforementioned services viz. SMS/email/IVR/Notifications) must have 99.99% uptime and should be available on 24x7x365 basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.

The Bank expects 100% availability of the services. The uptime of the complete solution is to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months at the discretion of the Bank, as detailed under but not limited to

Level of availability calculated on monthly basis	Penalty Amount
>= 99.99% to 100%	No penalty would be deducted
>=99.50% to < 99.99%	5% of amount payable for the invoice raised for the respective billing period
>=99.00% to < 99.50%	10% of amount payable for the invoice raised for the respective billing period

>=98.00% to < 99.00%	15% of amount payable for the invoice raised for the respective billing period
>=97.00% to < 98.00%	20% of amount payable for the invoice raised for the respective billing period
< 97.00%	50% of amount payable for the invoice raised for the respective billing period

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

If the percentage of messages delivered during the month for which invoice is submitted is less than 99.99% of total messages generated the penalty will be charged as below:

<u>Criteria for Penalty in case of SMS priority-wise:</u>	
a. High Priority SMS (Within 10 Seconds Delivery)	
b. Medium Priority SMS (Within 20 Seconds Delivery)	
c. Low Priority SMS (Within 30 Minutes Delivery)	
%of messages delivered within stipulated time	Penalty Amount
>= 99.5% to 100%	No penalty would be deducted
>= 97.9% to < 99.5%	5% of amount payable for the invoice raised for the respective billing period
>= 95.9% to < 97.9%	10% of amount payable for the invoice raised for the respective billing period
>= 93.9% to < 95.9%	15% of amount payable for the invoice raised for the respective billing period
>= 91.9% to < 93.9%	20% of amount payable for the invoice raised for the respective billing period
< 91.9%	50% of amount payable for the invoice raised for the respective billing period
Any SMS not delivered due to technical fault/failure on part of the bidder	100%

SMS Services:-

For the above clauses, the successful bidder whenever submitting the invoice to the Bank have to specify the percentage (%) of SMS messages successfully delivered in all the categories mentioned above as well as the uptime of availability of the services. Any penalty plus taxes as applicable shall be adjusted with the payments which are to be incorporated in the invoice without fail.

Penalty for E-mail services:-

The Bank expects 99.5% success in the delivery of emails within 10 second for each transaction related message and 30 seconds for promotional emails and any lacunae in this regard would attract penalty upto a maximum of 10% of the invoice amount per occasion plus applicable taxes. The service provider to indicate the success rate in all their delivery reports along with details of mails that took more than 10 second for transaction related emails and more than 30 seconds for delivery (delivery delayed), and that failed to be delivered (delivery failed) with reasons there against.

Penalty for Voice call over IVR:

The bank expects 99.95% success in initiation of voice call over IVR in case of delivery failure of OTP's through SMS. Failure to initiate the call shall attract penalty as under:

Particulars	Penalty
Failure to initiate calls	100%
Delay in initiating the call: If the OTP message delivery confirmation message is not received within 20 seconds of sending the message and thereafter: 1. If the IVR call is not initiated after 20 seconds but before 40 seconds. 2. If the call is initiated after 40 seconds.	25% 100%

20. Liquidated Damages

For any delay in implementation of the services beyond four weeks, Liquidated Damages at a rate of 0.1% per week of the project cost for the period of delay will

be charged from the amount payable to a maximum of 1% beyond which bank may terminate order with the bidder. Delay of 3 days or more will be considered as delay of a week.

21. Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

The bidder/sub-contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.

If a Force Majeure situation arises, the bidder/sub-contractor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within 15 (fifteen) calendar days.

Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding the above, decision of UCO Bank shall be final and binding upon the bidder.

22. Contract Period

The period of contract is initially for **two years** which may be extended for a further period on the satisfactory performance of the Bidder at the sole discretion of the

Bank at same terms and conditions. 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 one 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 with the same terms & conditions.

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 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

23. Completeness Of The Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

24. Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

25. Publicity

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

26. Privacy And Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

27. Guarantees

Selected bidder should guarantee for supply of all the services as deemed suitable for the delivery and management for the RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services.

28. Resolution of Disputes

The 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 General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 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 30 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 or arising out of the Contract/Service Level 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 Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

29. Exit Option And Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been

complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

30. Termination

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.

- h) 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 the contract is cancelled for any reason, whatsoever.
- i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

31. Termination For Convenience

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience after a notice period of 60 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

32. Termination For Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

33. Termination For Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

34. Consequences Of Termination

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 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.

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 bidder 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.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

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.

35. Dispute Resolution Mechanism

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

- i. 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.
- ii. The matter will be referred for negotiation between Deputy General Manager of The Bank and the Authorised 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 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. Signing Of Contract

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and

conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

37. Technical Inspection And Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) including reference check / site visit/ Proof of Concept (POC) of the offered service(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation/ arrange for site visit/ POC at their own cost.

38. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

39. Compliance With Applicable Laws Of India

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities. The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

40. Order Cancellation

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

- a. Non-compliance of the scope of the job.
- b. Delay in commissioning / implementation / testing beyond the specified period
- c. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process
- d. Breach of any of the terms and conditions of the Purchase Order by the selected bidder

- e. If the selected bidder goes into liquidation voluntarily or otherwise
- f. The selected bidder commits a breach of any of the terms and conditions of the bid.
- g. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- h. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- i. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- j. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- k. 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good 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.
- l. 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.
- m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.

41. Pre-Bid Queries / Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, bidders seeking clarifications may send their queries on or before the date mentioned in the control sheet through Letter / FAX or email. Queries raised by the prospective bidders and the Bank's responses will be available at Bank's website at least seven days prior to last date of bid submission.

42. Introduction & Disclaimer

This Request for Proposal document (RFP) has been prepared solely to enable UCO Bank (Bank) in defining the requirement for selection of SMS Aggregator for providing SMS and co-related services. The RFP document is not a recommendation, bid or invitation to enter into a contract agreement or other arrangement in respect of the services.

43. Fidelity & Secrecy

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the customers details/ phone numbers and all information whatsoever concerning or relating to the Bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract.

44. Authorise 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.

45. Independent Service Provider:

- a. The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected bidder acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.
- b. The selected bidder's personnel, employees, sub-contractors of the bidder etc. have no authority/ right to bind the customer in any manner. It is also clarified

that the personnel or employees being provided by the selected bidder shall be employed solely by the bidder and governed by terms of the bidder's employment and the selected bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected bidder.

- c. The selected bidder shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for aforesaid tender.
- d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

46. UAT (User Acceptance Test)

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The UAT setup will be at Kolkata. The setup would be kept available at all times during the contract period. The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the

Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

After successful completion of UAT, on acceptance Bank will provide completion letter.

47. Limitation Of Liability

The liability of the bidder arising out of any penalty and / or damages (on account of non-performance or inadequate performance or deficiency of services or breach of contract), which are resulting from any actions and / or deficient services of the bidder or its employees or agents or the Service Provider shall be up to an amount equivalent to 10% of the order value. However this limitation shall not be applicable for the damages/claims/costs/losses arising out of any infringement by the bidder. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

Tender Offer Forwarding Letter

RFP Reference No.: DIT/BPR & BTB/OA/0128/2020-21, dated: 30/04/2020

To,
The Deputy General Manager (DIT, BPR & BTB),
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 “Selection of SMS Aggregator for Implementation of SMS and Co-Related Services”

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for “**Selection of SMS Aggregator for Implementation of SMS and Co-Related Services**” mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to commence **Implementation of SMS and Co-related Services** as per terms and condition of your purchase orders.

In the event of our selection by the Bank for undertaking **Implementation of SMS and Co-related Services**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 05 years effective from the month of execution of service level agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time 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.

The details are enclosed as follows:

1. BG No. _____ dated _____ as EMD for Rs.20,00,000/- (Rupees Twenty Lakhs only).
2. DD No. _____ dated _____ for Rs.20,000/- (Rupees Twenty-Five Thousand only) as cost of RFP document.

BG issued by ----- Bank -----branch.

Dated this ____ day of ____ 2020

Signature: _____

(In the Capacity of) _____

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

General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
2. Location
 Regd. Office:
 Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker/s:
7. Name and details (designation, e-mail and Phone no.) of Authorized Signatory:

B. Financial Position of Bidder for the last three financial years

Turnover			
Gross Profit			
Net Profit (Profit After Tax)			
Summary of Financial Position and working results			
Growth in Operations (%)			
Growth in profitability (%)			

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 banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar services

Sl. No	Name of Organisation	Description of Application/Solution	Period during which implemented	
			From	To

N.B.: Enclosed copies of Purchase Orders should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

Format of Bank Guarantee (EMD)

To,

**The Deputy General Manager (DIT, BPR & BTB),
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 “Selection of SMS Aggregator for Implementation of SMS and Co-Related Services ”

In response to your invitation to respond to your RFP for **Selection of SMS Aggregator for Implementation of SMS and Co-Related Services**, M/s _____ having their registered office at _____(hereinafter called the ‘Vendor’) wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Selection of SMS Aggregator for Implementation of SMS and Co-Related Services** and to provide related services as listed in the RFP document.

Whereas the ‘Vendor’ has submitted the proposal in response to RFP, we, the _____Bank having our Head office _____hereby irrevocably guarantee an amount of ` _____/- (Rupees _____ only) as bid security as required to be submitted by the ‘Vendor’ 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:
If the Vendor withdraws his proposal during the period of the proposal validity;
Or

If the Vendor, 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 _____ 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 vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` _____ (Rupees ____ 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

(NB: 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).

Format of Performance Bank Guarantee (PBG)

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 BANKII) 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 fulfilment 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 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 to 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:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- b. This Bank Guarantee shall be valid upto and
- c. 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 vendor 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.*

Undertaking by the bidder
(To be included in Technical & Commercial Bid Envelope)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2020.

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Undertaking for non-blacklisting / non-debarment of the bidder

To,

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

Dear Sir(s),

Sub: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services (RFP Ref. No. DIT/BPR & BTB/OA/0128/2020-21 Date: 30/04/2020)

- a) We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))

(1)

(2)

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,

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

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under 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 (hereinafter referred to as “Bank” which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexures, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever 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 arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 2020.

Place:

For M/s.

[Seal and Signature(s) of the Authorised Signatory (s)]

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

To,

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

Sir,

Sub: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services (RFP Ref. No DIT/BPR&BTB/OA/0128/2020-21 Date: 30/04/2020)

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.

(Proof of compliance and labour license needs to be submitted along with the quotation).

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

To,

The Deputy General Manager (DIT, BPR & BTB),

UCO Bank, Head Office – II,

Department of Information Technology,

5th Floor, 3 & 4 DD Block, Sector – 1

Salt Lake, Kolkata – 700064.

Dear Sir,

Sub: Your RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

Further to our proposal dated, in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR & BTB/OA/0128/2020-21 Date: 30/04/2020** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To

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

Dear Sir,

Sub: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking for No Deviation

To

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

Dear Sir,

Sub: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

Further to our proposal dated, in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR & BTB/OA/0128/2020-21 Date: 30/04/2020** hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

(Letter to be submitted by the OSD on firm's official letter head)
Original Solution/Software Developer Authorisation Form (OSDAF)

To,

Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office,
Department of Information Technology
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Ref: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services RFP Reference No.: DIT/BPR & BTB/OA/0128/2019-20 dated: 30/04/2020

We (Name of the developer) who are established and reputable developer/solution provider of having factories/offices at,, and do hereby authorize M/s (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of Solution/Software developed by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and ATS as per terms and conditions of the RFP No **DIT/BPR & BTB/OA/0128/2020-21 dated: 30/04/2020** and the contract for the Solution/Software and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP, in respect of such Solution/ Software and services. We undertake to provide back-to-back support for modifications/customisation and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as ATS period if the above bidder authorised by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory

Name:

Designation:

Phone No.

Fax

E_mail

Annexure – XIII

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net worth etc.)

	2016-17 (Audited)	2017-18 (Audited)	2018-19 (Audited)
Net Worth			
Turnover			
Gross Profit			
Net Profit (Profit After Tax)			
Summary of Financial Position and working results			
Growth in Operations (%)			
Growth in profitability (%)			

Format of Pre-Bid Queries to be submitted by the Bidder(s)

To be e-Mailed strictly in (.doc) format only

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (SMS and Co-related services) hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of SMS and Co-related Services and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

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

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process

or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether

officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

- 10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 17.** The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

BIDDER /SELLER

Signature:

Authorized Signatory

Department of IT

Place:

Date:

Witness:

(Name & Address)

Witness:

(Name & Address)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 2020

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 No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
 (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged as services provider to implement Anti-Money Laundering (AML) Solution as per the terms and conditions specified in the RFP ref. no **DIT/BPR & BTD/OA/0128/2020-21 dated: 30/04/2020**. The Vendor/Receiving Party would be single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for vendor to Implementation of SMS and Co-related Services .

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and

goodwill, and jeopardize a Party's relationship with a Party's clients and customers;
and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing

Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s Enstage Software Pvt. Limited

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

For and on behalf of

.....

.....

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

ELIGIBILITY COMPLIANCE

Sl. No	Clause	Documents required	Compliance(Y/N)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
2.	<p>The bidder should be telecom operator/ telemarketer (must have valid registration with TRAI) or an entity having tie-up with at least two telecom operator directly and have completed 3 years of experience in operations in India.</p> <p>Re-sellers or outsourcing of services is not allowed to bidder for this tender and the bidders should not resell/ outsource the operation/services to any other vendor.</p>	<p>Valid Documents supporting their eligibility criteria like certificate of Commencement of Business, authorized undertaking of the Telecom operator in case of tie-up, Telemarketer certificate, International Tie-Up agreement copy/undertaking for international tie-up along with supporting documents.</p> <p>Self declaration in letterhead of the bidder's company that the bidder is not a reseller and will not use any reseller to provide any services to the Bank in future, is to be submitted.</p>	
3	<p>The Bidder should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).</p> <p>This must be the individual Company's turnover and not that of any group of Companies. Not inclusive of the turnover of associate companies.</p>	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.	

4	Bidder must have registered net profit i.e. Profit after tax for the Financial years i.e. 2016-2017, 2017-2018 and 2018-19.		
5	Bidder submitting the offer should have provided SMS and EMail Services in at least one scheduled commercial bank in India during the last three years. The solution offered should be currently running successfully as on RFP submission date.	Copy of relevant purchase orders along with experience certificate from the related Bank 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 and e-mail services are being provided by the bidder company.	
6	Bidder should have direct tie up / arrangements with minimum two telecom service providers / operators for services in India and international operation. The bidder should have International Roaming facility for both domestic and international customers.	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.	
7	Bidder should have a capability to handle following SMS, Email & IVR capabilities in a scheduled commercial bank in India. a. At least 50 lakhs Real Time SMS alerts per day for banking transactions. b. Pushing a minimum of 10 crore messages on an average per month since last 1 year. c. 50 lakh e-mail messages on an average per month since last 6 months. d. 1 lakh IVR/outbound voice calls on an average per month since last 6 months	Certificate from Scheduled commercial Banks mentioning experience in mentioned areas along with latest Invoices (At least 2 months with masked price).	
8	The bidder should be able to allocate a minimum throughput of:-	1. Certificates to this effect from the telecom operator[s] should be	

	<ul style="list-style-type: none"> • 2000 SMS /sec. • 1000 Emails/sec • 500-700 IVR voice calls/second 	<p>submitted with whom bidder has the tie-up to deliver SMS Alerts.</p> <p>2. In support of this criteria Undertaking to be provided clarifying total capability and number of clients with whom capability is shared.</p>	
9	The bidder should have minimum 100 PRIs from telecom operators for calling capability.	Bidder must submit purchase order.	
10	Delivery of SMS alerts and e-mails should be ensured to all National/International locations without any exception within the stipulated timeframe.	An Undertaking to this effect to be submitted on company letter head	
11	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 registered with TRAI for telemarketing as per RBI guidelines.	<p>An Undertaking to this effect to be submitted on Company Letter Head mentioning exact name of the certificate and declaring that the certificate is valid for next 2 years. If not so, the bidder has to give undertaking that they will make arrangement for extension of validity for the same before expiry.</p> <p>Copy of the valid certificate of TRAI to be enclosed.</p>	
12	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.	
13	The bidder should have the capability to hold a database size of minimum 10 crore subscribers.	Self-Declaration certificate to be submitted.	
14	The solution should be able to support all regional languages as per the 8th Scheduled Language of Indian Constitution and amendment thereof.	Undertaking to be submitted in this regard.	

15	The bidder should have ISO 9000 certification and a valid ISO 27001 series certification for information Security management or an equivalent recognized certification as on bid submission date, with validity for at least one year from that date.	A copy of Valid certificate should be submitted along with the Technical offer.	
16	<p>The bidder should have</p> <p>d. Their own "SMS and e-mail Gateway Services" to deliver the messages and e-mails to the SMSCs directly.</p> <p>e. The bidder should have their own infrastructure to send bulk-promotional mails/SMSs with their own application</p> <p>f. Its own Level II / Tier II DC and DR located in two different seismic zones in two different geographical locations in India for providing SMS gateway services for ensuring business continuity.</p>	<p>Undertaking to be submitted.</p> <p>Self-certificate /Declaration with addresses and details of bidder's DC, DR location should be submitted along with the Technical Offer.</p>	

Functional/ Technical Requirement

All the solutions sought in functional/technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance for each of the line items mentioned in **Scope of Work (Part – IV)** of this RFP to be eligible for evaluation of Commercial Bids.

As part of the technical proposal the vendor needs to provide complete details for setting up SMS aggregator. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The major responsibilities as specified Below are indicative only and are not exhaustive in any manner.

All Technical requirement must be Yes (Y) for qualifying. Non-compliance (N) to any clause, may lead to non-qualification and rejection of bid.

Sl. 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.	<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 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.</p> <p>Web console to view, find, download and share reports for a range of dates, applications and services. Reporting should provide reports for PUSH, PULL, schedules SMS, block out SMS, Email2SMS and any other services provided to users. Must have advanced filter option such as but not limited to:</p> <p>Transaction-ID, Content, Date, Operator, error etc.</p>	
10.	Provision to export report to different file formats like excel, pdf. Txt etc.	
11.	OBD calls based on text to voice (using Text – to-Speech)	
12.	Scheduling of bulk voice campaigns	
13.	Integration of miscall with OBD/SMS service	
14.	Bidder should have emailing tool and all its features. Should have capabilities either through API (triggered) or Panel for Bulk-emails.	
15.	Scheduling of bulk emails.	

16.	The reporting panel should provide report for all the services. The reporting panel should provide report for all the services.	
17.	Platform should adhere to all the TRAI guidelines as existing today and be able to support amendments from time to time.	
18.	Bidder to maintain the data with regard to SMSs sent during contract period. 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.	
19.	The bidder should provide all the messages sent to their gateway in a CD/ DVD as per the Bank's format on monthly basis containing details specified at point above	
20.	Prevention of SMS flooding (same content SMS multiple times repeatedly) on a particular number.	
21.	Should handle PULL with keyword and without keyword	
22.	Should work on 10 digit VMNs and short code	
23.	Automatic alert and recognition of single point of failure	
24.	Life cycle management of SMS pull service with comprehensive reporting and log management.	
25.	Analytics on the live and backup/archive SMS data.	
26.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank	
27.	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	
28.	DND compliance will be the responsibility of the Bidder/Service provider	

29.	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	
30.	The solution offered should be scalable to meet the requirements of the Bank for the next 2 years from the date of award of contract	
31.	<p>For promotional SMSs, solution should provide features including but not limited to below, in addition to other features specified in the RFP:</p> <ul style="list-style-type: none"> ➤ 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 	
32.	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.	
33.	The messaging platform must support Reliability and timeliness, Secured & trusted environment, single entry point and uniform application access	

34.	The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled, Events, Interactive SMS	
35.	The messaging platform must be able to send e-mail which can be in the form of Broadcast, Scheduled, Events ,Interactive SMS.	
36.	The messaging platform must support Email to SMS service wherein incoming emails are send to intended recipient in form of SMS messages.	
37.	The messaging platform must support the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation.	
38.	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.	
39.	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	
40.	Bulk SMS must support both instant mode and scheduled mode	
41.	The messaging platform must support defining multiple SMS to be pushed for categories of users	
42.	The messaging platform must support interactive workflow so that the customer should be able to send the response back to the system	
43.	<p>The messaging platform must support web based interface to see the reports. Following criteria may be used to generate the report:</p> <ol style="list-style-type: none"> 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 	

44.	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.	
45.	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)	
46.	All SMS messages are to be delivered to the mobile subscriber within 10 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.	
47.	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.	
48.	The bidder should deliver messages to subscribers of all mobile service providers.	
49.	The messaging platform must adhere to all guidelines prescribed by RBI/GOI/DFS regarding SMS services.	
50.	The messaging platform must adhere to all the extent guidelines prescribed by TRAI regarding SMS Banking.	
51.	<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 <p>The cost for procurement of networking equipments and interfacing has to borne by the bidder.</p>	

52.	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 mobile number. The selected vendor will be responsible to continue to provide missed call based services uninterrupted as per existing practices.	
53.	<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. 	
54.	The back-up data of SMS services should be provided to the Bank by the selected bidder in CD/DVD/HDD for future references	
55.	The SMS server should be in sync with the Bank's server.	
56.	Hardware sizing to handle 1 crore SMS / day and scalable upto 3 crores SMS / day.	
57.	Should be able to accommodate new technologies like integration with Social Networking Sites like Twitter etc.	

**COMPLIANCE SHEET
DECLARATION**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/0128/2020-21 Date: 30/04/2020 including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Authorized Signatory:

Seal

Date:

Place:

**Format of Masked Commercial for RFP for Selection of SMS Aggregator for
Implementation of SMS and Co-Related Services**

All Cost mentioned shall be quoted in Indian Rupees Only(₹).

Sl No	Service Type	Expected average volume per month (A)	M/s		
			Unit Rate per Message(B) (INR)	GST %(not to be added in the TCO)(INR)	Cost exclusive of GST C=(A*B)(INR)
1	Domestic Message	10 Crore	XXXXXX		XXXXXX
2	International Message	50 thousand	XXXXXX		XXXXXX
3	IVR	50 thousand	XXXXXX		XXXXXX
4	E-Mail	40 Lakh	XXXXXX		XXXXXX
5	App/Web notification	10 Lakh	XXXXXX		XXXXXX
6	Email creative through HTML (during contract period)	50 nos.	XXXXXX		XXXXXX
7	Short Code/long Code allocation (during contract period)	10 nos.	XXXXXX		XXXXXX
8	Voice Recording (during contract period)	20 nos.	XXXXXX		XXXXXX
	Total Cost for one month= (Sum of Sl. 1 to 5 of column C)=D		XXXXXX		
	Total Cost for Contract period= (Sum of Sl. 6 to 8 of column C)=E		XXXXXX		

	Total cost for 2 years contract period F=(D*24)+E	XXXXX
	TCO in figures(Mentioned in F)	XXXXX
	TCO in words(Mentioned in F)	XXXXX

** The quantity mentioned is indicative only for arriving at TCO only. Payment will be made on actual service availed during the contract period.

We confirm that:-

1. All prices should be quoted in INR only.
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Lowest Bidder (L1) will be determined on the basis of **Total Cost of Ownership (TCO) for 02 years**.
7. In case of any discrepancy between figures & words, the amount in words shall prevail.
8. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
9. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
10. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
11. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer

will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 30/04/2020 and subsequent pre-bid and amendments.

Company Seal
Date

Authorized Signatory
Name & Designation:

Format of Commercial for RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

All Cost mentioned shall be quoted in Indian Rupees Only(₹).

Sl No	Service Type	Expected average volume per month (A)	M/s		
			Unit Rate per Message(B) (INR)	GST %(not to be added in the TCO)(INR)	Cost exclusive of GST C=(A*B)(INR)
1	Domestic Message	10 Crore			
2	International Message	50 thousand			
3	IVR	50 thousand			
4	E-Mail	40 Lakh			
5	App/Web notification	10 Lakh			
6	Email creative through HTML (during contract period)	50 nos.			
7	Short Code/long Code allocation (during contract period)	10 nos.			
8	Voice Recording (during contract period)	20 nos.			
	Total Cost for one month= (Sum of Sl. 1 to 5 of column C)=D				
	Total Cost for Contract period= (Sum of Sl. 6 to 8 of column C)=E				

	Total cost for 2 years contract period F=(D*24)+E	
	TCO in figures(Mentioned in F)	
	TCO in words(Mentioned in F)	

** The quantity mentioned is indicative only for arriving at TCO only. Payment will be made on actual service availed during the contract period.

We confirm that:-

1. All prices should be quoted in INR only.
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
5. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
6. Lowest Bidder (L1) will be determined on the basis of **Total Cost of Ownership (TCO) for 02 years**.
7. In case of any discrepancy between figures & words, the amount in words shall prevail.
8. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
9. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
10. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
11. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer

will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 30/04/2020 and subsequent pre-bid and amendments.

Company Seal
Date

Authorized Signatory
Name & Designation:

PROFORMA FOR DEED OF INDEMNITY

(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 consultant 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 fulfilment 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.

BUSINESS RULES FOR REVERSE AUCTION

Ref: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

(RFP Ref. No DIT/BPR&BTD/OA/0128/2020-21 Date: 30/04/2020)

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services. RFP REF NO: DIT/BPR&BTD/OA/0128/2020-21 Date: 30/04/2020.

- 2.** The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately through online. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.
- 3.** Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.

1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A.

1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

- 4.** 2.1. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP.

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure-W.

3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure- X.

3.1.4 Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Annexure-Y.

4. TRAINING

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/bidder not participating in training and/or „mock reverse auction“ shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)

5.1. TCO refers to the aggregate amount payable by the Bank for availing the services.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of services.

5.2.2 Training costs for the product/service/equipment if and as defined in RFP.

5.3. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

6. DATE/TIME FOR TRAINING

6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.

6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

7. DATE/TIME OF REVERSE AUCTION

7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction' Time shall be communicated at least 7 working Days prior to such auction Date.

7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the

Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such "Reverse Auction".

8. CONDUCT OF REVERSE AUCTION

8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

9.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

9.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

10. TRAINING AND AUCTION

10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

10.2. Each bidder / bidder shall participate in the training at his / their own cost.

10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.

10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

10.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

10.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

11. PROXY BID

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

12. TRANSPARENCY IN BIDS

12.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

13. MASKING OF NAMES

13.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

13.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

14. START PRICE

14.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

15. DECREMENTAL BID VALUE

15.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions.

15.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.

15.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

16. COPY OF BUSINESS RULES

16.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

16.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

16.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

17. REVERSE AUCTION PROCESS

17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction , if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

18. EXPENDITURE ON REVERSE AUCTION

18.1. All expenses of reverse auction shall be borne by the Bank.

18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

20. DON'TS APPLICABLE TO THE BIDDER/BIDDER

20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

21. GRIEVANCES REDRESSAL

21.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

21.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

22. ERRORS AND OMISSIONS

22.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

Place:

Date:

Signature:

Name & Designation:

Business Address:

Compliance Statement - Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

Ref: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

(RFP Ref. No DIT/BPR&BTB/OA/0128/2020-21 Date: 30/04/2020)

- a) We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP For Selection of SMS Aggregator for Implementation of SMS and Co-Related Services (RFP Ref. No DIT/BPR&BTB/OA/0128/2020-21 Date: 30/04/2020)
- b) We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) We hereby undertake and agree to abide by all the terms and conditions stipulated by UCO Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
- d) We shall participate in the on-line auction conducted by (Auction Company) selected by UCO bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- e) We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
- f) We confirm having nominated Mr _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him I Reverse Auction.
- g) We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also

undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Letter of Authority for Participation in Reverse Auction

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

Ref: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services. (RFP Ref. No DIT/BPR&BTB/OA/0128/2020-21 Date: 30/04/2020)

- a) We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated 30/04/2020 for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services
- b) We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) As per the terms of RFP and Business rules, we nominate Mr _____, designated as _____ of our company to participate in the Reverse Auction.
- d) We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- e) Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- f) We, hereby confirm that we will honour the Bids placed by Mr _____ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Undertaking of Process Compliance Statement for Reverse Auction

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

Sir,

Ref: RFP for Selection of SMS Aggregator for Implementation of SMS and Co-Related Services

(RFP Ref. No DIT/BPR&BTB/OA/0128/2020-21 Date: 30/04/2020)

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that UCO Bank and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure-I within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____