



UCO BANK

Department of Information Technology
H.O. – II, 3 & 4 DD Block, Sector – 1,
Salt Lake, Kolkata – 700064

REQUEST FOR PROPOSAL (RFP) FOR IMPLEMENTATION OF SMS SERVICES

RFP REF No. : DIT/006/81/2010-11
Date : 20/01/2011

The information provided by the bidders in response to this Request For Proposal (RFP) will become the property of UCO Bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by UCO Bank for Implementation of SMS Services. It should not be reused or copied or used either partially or fully in any form.

Bid Details – Control Sheet Table		
1.	Date of commencement of sale of Bidding Document	20-01-2011
2.	Last date and time for sale of Bidding Documents	21-02-2011 up to 3.00 PM.
3.	Last date, time & Venue for submission of Bid Documents	21-02-2011 4.00 PM at : UCO Bank Head Office – 2, Department of Information Technology(DIT), 5th Floor, 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064. (Bid documents should be dropped in the Tender Box, kept at 5th Floor)
4.	Date and Time of Technical Bid & Commercial Bid Opening	a. Technical Bid - 21-02-2011 4.30 PM b. Date of Commercial Bid opening will be intimated to the bidder/s qualifying in Technical Bid.
5.	Place of opening of Bids	UCO Bank Head Office – 2, Department of Information Technology(DIT), "Conference Room", 5th Floor, 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064.
6.	Address for communication	General Manager (IT) Department of Information Technology(DIT), 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064. Tel no:033-23595607/23581202 Fax no:033-23595608 E-mail: hodit.calcutta@ucobank.co.in
7.	Cost of RFP document	₹ 1,000/- in the form of Demand Draft in favour of UCO Bank payable at Kolkata. The DD should be submitted along with the Technical Bid.

Note: Bids will be opened in presence of the bidder's representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI Act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. on the next day.

1. INTRODUCTION

UCO Bank having its head office at 10 BTM Sarani, Kolkata 700 001 is one of the leading Public Sector Bank of India having its presence throughout the country with more than 2150 Branches and more than 500 ATMs. The Bank has already achieved 100% CBS status and implemented FINACLE Core Banking Solution in all its branches across the country. The Bank also provides many innovative products and delivery channels like e-Banking, SMS /Mobile Banking, Online Share Trading etc, to its customers.

UCO Bank desires to procure top-class SMS services with 24x7x365 availability. The Bank proposes to procure a robust, reliable and feature-rich solution to deliver outgoing and incoming Messages to its customer's mobile phone on real time basis and also send promotional messages and alerts.

Against the above backdrop UCO Bank invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field providing SMS Services to offer complete solution for sending outgoing and incoming SMS using secure authentication system as per the technical/ functional specification given in this RFP document.

2. ELIGIBILITY CRITERIA FOR THE BIDDER

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

- Bidder should be in existence in India for minimum of three years as on 31.03.2010
- The bidder submitting the offer should be having a turnover of minimum **Five crore** & above per year during last three years i.e. 2007-2008, 2008-2009 and 2009-2010. Copies of the last three financial year's audited balance sheets should be submitted along with the offer.
- Bidder should have reported net profit for last 3 financial years (2007-08, 2008-09, 2009-10).
- Bidder should have provided SMS Services in at least one public sector/private sector in India during the last three years. The solution offered should be currently running successfully.
- Bidder should have not been black listed at any time by the Central /any of the State Governments in India or any Financial Institutions in India. An undertaking to this effect must be submitted in their letter head.
- Bidders who have an unsatisfactory record in completion of any of earlier contracts with UCO Bank shall not be eligible for participating in this tender.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of**

the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

3. BROAD SCOPE OF THE WORK

3.1 UCO Bank desires to provide world-class SMS Banking services with 24x7x365 availability. The messaging Platform provided by the bidder must include following features:

➤ **Reliability and timeliness:**

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

➤ **Secured & trusted environment:**

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

➤ **Uniform application access:**

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

➤ **Best-in class application platform:**

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

3.2 The messaging Platform must offer following four categories of SMS services

➤ **Broadcast**

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

➤ **Schedule**

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

➤ **Events**

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

➤ **Interactive Services**

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

3.3 The scope of the services is to be provided for the period of one year from the date of implementation of the solution & acceptance of the same by the Bank.

3.4 Bidder should provide a network based solution having a facility of configuration of short or long codes in the network.

3.5 The brief description of SMS services that Bank is planning to avail is as under :

- Process and send SMS to fulfill any need related to SMS transactions using predefined rules
- Send , Process and Receive multi lingual SMS to fulfill any need related to SMS transactions using predefined rules
- Forward the incoming emails to the intended recipients in the form of SMS messages.
- Managing the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation e.g. verification of new users by sending passwords as SMS to users mobile number.
- Integration of the SMS gateway with various business applications. Initially it is expected that the bidder should integrate their application with Internet & SMS Banking application of M/s Infosys (BankAway).

3.6 It is the responsibility of the Bidder to change/upgrade/customize the infrastructure at all levels for ensuring the compliance to statutory, RBI, TRAI, IBA and VISA guidelines at no extra cost to the Banks.

4. 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 ₹. 1,000/- (Rupees One Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata:

General Manager (IT)
 UCO Bank, Head Office-2
 3 & 4 DD Block, 5th Floor
 Sector-I, Salt Lake
 Kolkata – 700064
 Phone no: 033-23340862
 Fax no: 033-23595608
 E-Mail: hodit.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website www.ucobank.com . The bidder downloading the tender document from the website is required to submit a non-refundable fee of ₹.1,000/- (Rupees One Thousand only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata , at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

4.1 EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Pay Order in favour of UCO Bank payable at Kolkata /Bank Guarantee as per the format mentioned in Annexure –V for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Implementation of SMS Services	₹. 50,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee. However please note that no interest shall be paid by the Bank for the Earnest Money Deposited with the Bank.

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
- 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 security in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

4.2 PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership (TCO), quoted by the bidder. The Performance Guarantee should be valid for a period of 12 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.3 CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till 31/01/2011 at the address mentioned in Document's bid details Table. 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 www.ucobank.com. No individual communication would be made in this respect.

4.4 SUBMISSION OF OFFER –TWO BID SYSTEM

Separate Technical and Commercial Bids duly sealed and superscribed "Quotation for Implementation of SMS Services – Technical Bid" and "Quotation for Implementation of SMS Services — Commercial Bid" shall be submitted as per bid details given in the RFP.

Sealed Separate Envelopes carrying Technical Bid and Commercial Bid should be put in a single sealed outer envelop and superscribed "Quotation for Implementation of SMS Services". This single sealed outer envelop should be dropped/submitted on or before the last date and time for submission of Bid Documents given in Bid Detail- Control Sheet Table. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

All envelopes must be superscribed with the following information:

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

ENVELOPE-I (Technical Offer):

The Technical Offer should be completed in all respects and contain all

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

ENVELOPE-II (Commercial Offer):

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

Note:

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

4.5 ERASURES OR ALTERATIONS:

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

4.6 LANGUAGE OF BID:

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

5. EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, in presence of Bidder's representative(s) (maximum two representatives per bidder) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in page 2. The bidder's representatives who are present shall sign the register evidencing their presence / attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

5.1 TECHNICAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on the technical responses given by the bidders in response to RFP. In the second stage, the commercial bids would be evaluated.
- b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/e-mail seeking explanation.
- d) UCO Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.
- e) Technical bid evaluation methodology that UCO Bank would adopt is given below:
 - The requirements are given in Annexure –II
 - UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.
 - The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Response" in Annexure-II
 - The Response should be as per the table below.

Response	Description
Y	Yes, available
N	No, not available

Bidder should comply with all the requirements given in Annexure-II. Non compliance to any of the requirement in Annexure-II shall lead to rejection of offer submitted by the Bidder.

5.2 COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and qualify in technical evaluation, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

The contract will be awarded only to the successful bidder after final evaluation of commercial bid (will be referred to as L1).

L1 Bidder shall be determined based on the 'Total Amount' indicated in annexure –IV.

5.3 CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications 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/tenderer.

6. CONTRACT PERIOD

The contract period for providing SMS Services will be for a period of one year from the date of Agreement.

The selected bidder need to execute a **Service Level Agreement (SLA)** with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the SMS services. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month's notice without assigning any reasons. Any offer falling short of the contract validity period (One Years from the date of Agreement) is liable for rejection.

7. SCHEDULE OF IMPLEMENTATION

The vendor should start providing SMS Services as per the 'Broad scope of work' mentioned herein above within four weeks from the date of award of contract.

8. 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.

9. UPTIME

The bidder shall guarantee an uptime of 99.9% 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 99.9% on monthly basis, Bank shall impose penalty. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP.

10. AUDIT BY THIRD PARTY

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

11. PAYMENT TERMS

- 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 sent during the month.

12. PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by UCO Bank, Head Office -2,D.I.T.

13. ORDER CANCELLATION (TERMINATION)

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

- 13.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 13.2 The bidder goes into liquidation, voluntarily or otherwise.
- 13.3 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 13.4 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 13.5 If deductions of account of liquidated damages exceeds more than 10% of the total cost of ownership.
- 13.6 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 13.7 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.

14. CONSEQUENCES OF TERMINATION

- 14.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder 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 takeover the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the Contract.
- 14.2 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.
- 14.3 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.

15. LIQUIDATED DAMAGES

For any delay in implementation of the services beyond four weeks, Liquidated Damages at a rate of 24% per annum for the period of delay will be charged from the amount payable.

16. PENALTY FOR DEFECT AND DOWNTIME IN SMS SERVICES

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

➤ Penalty for Defect in Services

The extent of penalty for fall in availability is as under:

Level of availability calculated on quarterly basis	Penalty Amount
> 99.9% to 100%	No penalty would be deducted
> 97.9% to ≤ 99.9%	5% of amount payable
> 95.9% to ≤ 97.9%	10% of amount payable
> 93.9% to ≤ 95.9%	15% of amount payable
≥ 91.9% to ≤ 93.9%	20% of amount payable
< 91.9%	100% of amount payable

➤ Penalty for Delay in transmission of messages

If the percentage of messages delivered during the month for which invoice is submitted is less than **99.9%** of total messages generated the penalty will be charged as below:

% of messages delivered within stipulated time (30 or 60 seconds)	Penalty Amount
> 99.9% to 100%	No penalty would be deducted
> 97.9% to ≤ 99.9%	5% of amount payable
> 95.9% to ≤ 97.9%	10% of amount payable
> 93.9% to ≤ 95.9%	15% of amount payable
≥ 91.9% to ≤ 93.9%	20% of amount payable
< 91.9%	100% of amount payable

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

17. DISPUTE RESOLUTION MECHANISM

The Bank and the selected Bidder will have to make every effort to resolve amicably by direct informal negotiation between the respective Project managers of the Bank and the selected Bidder, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank's Project Manager and the Bidder's Project Manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected Bidder and the Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a Sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the

parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The cost and expenses of arbitration proceedings will be paid as determined by The Arbitral Tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on:

- i. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- ii. The expiry of five days after posting if sent by registered post with A.D. or
- iii. The business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. Arbitration proceedings shall be held at Kolkata, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

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.

18. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

19. NOTICES

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

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

20. AUTHORIZED SIGNATORY

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

21. CANCELLATION OF TENDER PROCESS

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

22. PUBLICITY

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

23. FORCE MAJEURE

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

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

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

Notwithstanding this, provisions relating to indemnity, confidentiality survives termination of the contract.

24. CONFIDENTIALITY

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to UCO BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

25. NON-TRANSFERABLE OFFER

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

26. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred 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.

27. ADDRESS OF COMMUNICATION

Offers/bid should be addressed to the address given in page no:2.

28. PRELIMINARY SCRUTINY

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

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

29. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

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.

30. FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

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

- I. Index
- II. Covering letter (Annexure – I)
- III. Technical Offer/Technical bid with Specifications (Annexure –II)
- IV. General Details of the bidder (Annexure –III)
- V. Letter for Authorised representative.
- VI. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- VII. Valid Bank Draft / Pay order / Bank Guarantee as EMD.
- VIII. Valid Bank Draft /Pay order as Bid price if tender document is downloaded from Bank's website.
- IX. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.

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

31. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in annexure –IV.

Note: The Bank will pay the Service tax ruling at the time the billing relates.

32. SIGNING OF THE BID

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

33. COSTS OF PREPARATION & SUBMISSION OF BID

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

34. CONFIDENTIALITY OF THE BID DOCUMENT

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

35. OWNERSHIP AND RETENTION OF DOCUMENTS

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

(Tender offer forwarding letter)

Tender Reference No.:_____

Date: XX . 02 . 2011

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

Dear Sir,

Sub: Your RFP for “Implementation of SMS Services” Ref No. RFP No. DIT/006/81/2010-11 dated 20.01.2011

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 **Implementation of SMS Services** as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to commence Implementation of SMS Services as per your purchase orders.

In the event of our selection by the bank for undertaking Implementation of SMS Services, we will submit a Performance Guarantee for a sum equivalent to 10% of the Total Cost of Ownership (TCO), quoted by us, for a period of one year 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 commercial 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

We enclose the following Demand Drafts:

1. DD /Pay Order No. ____ dated ____ for ₹.1,000/- (Rupees One thousand only) as Cost of RFP Document &
2. DD /Pay Order No. ____ dated ____ for ₹.50,000/- (Rupees Fifty thousand only) as EMD .
Or Bank guarantee for Rupees fifty thousand only.

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

Dated this ____ day of ____ 2010

Signature: _____

(In the Capacity of) _____

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

Technical Offer/Technical bid with Specifications

Sr. No	Feature	Response (Yes / No)
1.	The messaging Platform provided by the bidder must have direct access to the SS7.	
2.	The messaging platform must support Reliability and timeliness , Secured & trusted environment, single entry point and uniform application access	
3.	The messaging platform must be able to send, receive and process various categories of SMS services like Broadcast, Scheduled ,Events ,Interactive SMS	
4.	The messaging platform must be able to send e-mail which can be in the form of Broadcast, Scheduled, Events ,Interactive SMS	
5.	The messaging platform must support Email to SMS service wherein incoming emails are send to intended recipient in form of SMS messages.	
6.	The messaging platform must support the transmission and receipt of SMS messages incorporating any required data encoding, splitting and concatenation.	
7.	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 Internet & SMS Banking application of M/s Infosys.	
8.	Bulk SMS must support comprehensive range of application interfaces like SMPP Interface, FTP interface, Web/Simple Interface, Upload interface, Group Message Interface, http Interface	
9.	Bulk SMS must support both instant mode and scheduled mode	
10.	The messaging platform must support defining multiple	

	SMS to be pushed for categories of users	
11.	The messaging platform must support interactive workflow so that the customer should be able to send the response back to the system	
12.	The messaging platform must support web based interface to see the reports. Following criteria may be used to generate the report : <ul style="list-style-type: none"> a) Specific Time period Report b) Mobile No wise report c) Summary report (Count for the time period) d) Detailed report e) Level wise report 	
13.	The messaging platform must support a comprehensive reporting portal to facilitate cross check by bank officials in case of customer queries regarding particular alert on a particular date.	
14.	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)	
15.	All SMS messages are to be delivered to the mobile subscriber within 30 to 60 seconds (depending on criticality of the application) of receipt of the message at bidder's server with acknowledgement for delivery of each SMS message.	
16.	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.	
17.	The bidder should deliver messages to subscribers of all mobile service providers.	
18.	The messaging platform must adhere to all guidelines prescribed by RBI regarding SMS Banking	
19	Bidder to establish network connectivity with primary and backup links at bidder's cost	

	<p>a. Between Bidder's Data Centre(s) and Bank's Data Centre(s) .</p> <p>b. 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).</p> <p>c. The uptime of the links is bidders responsibility</p> <p>The cost for procurement of networking equipments has to borne by the bidder.</p>	
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Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation.

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

B. FINANCIAL POSITION OF BIDDER FOR THE LAST THREE FINANCIAL YEARS

	2007-08	2008-09	2009-10
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<i>Summary of Financial Position and working results</i>			
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 Providing SMS Services

(i)

PSU		
Name of Bank	Period	
	From	To

(ii)

Non-PSU		
Name of Bank	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references.

Place.

Date.

AUTHORISED SIGNATORY

Name :

Designation.

Commercial Bid

Table A: SMS FEES

Sr. No. (A)	Description of Services (B)	No of SMS per Year (C)	Rate per SMS in ₹ (Exclusive of Service Tax) (D)	Total in ₹ per Year (Exclusive of Service Tax) [F=C*D]
1.	SMS Charges for delivery of messages within 30 Seconds	30,00,000		
2	SMS Charges for delivery of messages within 60 Seconds	90,00,000		
Total amount for (30,00,000+90,00,000=1,20,00,000 no. of SMS) in figures				
Total amount for (30,00,000+90,00,000=1,20,00,000 no. of SMS) in words:				

Note:

1. Number of SMS per year is for calculation purpose only and not be construed as guarantee volume.
2. Bank shall reimburse the rate per SMS x actual no. of transactions happen during the month.

**Place.
Date.**

**AUTHORISED SIGNATORY
Name:
Designation.**

Bank Guarantee

To

UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake, Kolkata - 700064

Dear Sirs,

In response to your invitation to respond to your RFP for selection of service provider for Implementation of SMS Services, M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of SMS 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 ₹. 50,000/- (Rupees Fifty Thousand 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:

1. If the Vendor withdraws his proposal during the period of the proposal validity; or
2. 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 ₹50,000/- (Rupees Fifty Thousand only) 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 ₹.50,000/- (Rupees Fifty Thousand 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 _____.