

**Tender Document
For
Bulk Short Message Services (SMS),**



Tender Document No: COOP BANK/SMS_USSD_OBD/2014-15/04

U P Cooperative Bank Ltd.

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SECTION-1

1. Introduction

Cooperative Banks come under three tier of Short Term Cooperative Credit Structure (STCCS). Following table shows the brief description of STCCS of state of Uttar Pradesh.

Three tier Cooperative Credit Structure

Apex bank	UPCB	28 –Branches
		39- Pay Offices
		17 -Regional Offices
Central bank	DCCBs	50 –DCBs
		1349-Branches
PACS	PACS	7479
U.P. Co-operative Bank Ltd.		

Uttar Pradesh Co-operative Bank Limited established in 1944 is the apex bank of Cooperative Credit Societies in the State. Beside the State Government 50 district Cooperative Bank and 10 Apex Cooperative bodies is its member. It is a Scheduled Bank. The Bank has 79 offices including 28 branches, 34 pay offices and 17 regional offices (RO). In addition the Bank also regulates The Cadre Authority of the secretaries/senior managers of district cooperative banks and secretaries of primary agricultural credit cooperative societies. The main objective of the bank is to exercise fiscal discipline over district/central cooperative banks, given them professional advice as also to play the role of a balancing center. This apex bank, besides its own financial resources, obtains loans on concessional interest rates from NABARD and through district cooperative banks extends refinance facilities for short term and medium term loans for agricultural production and other allied works. The bank besides agricultural production, extends financial assistance to agriculture-based large and medium processing industries like sugar factories, spinning mills, rice mills, oil mills, vegetable oil mills, solvent extraction plants, cottage industries, cold storage, handloom, agriculture, rural development banks, cooperative housing society, marketing federation, sugar cane society, State Sugar Mills Corporation and NAFED.

1.1 NOTICE INVITING -TENDER

Sealed tenders are invited from reputed firms in India having previous experience for **Bulk Push SMS Promotional and Transactional, Balance Enquiry on Missed Call.**

1.2 Schedule of events:

Tender Document For	<ul style="list-style-type: none">• Bulk Short Message Services (SMS)
Tender Document No	COOP BANK/SMS_USSD_OBD/2014-15/04
No. of Envelopes (Non-window, Sealed) to be submitted	Two (2) Envelopes Envelope 1 Containing: <ul style="list-style-type: none">• Technical Bid (Submit 1 hard copy and 1 soft copy in CD)• DD towards cost of tender & EMD. Envelope 2 Containing: <ul style="list-style-type: none">• Financial bid (also submit the soft copy ,Only one bid to be kept).
Date on which revised tender document will be available on bank's web site " www.upcbl.in "	27 th January 2015
Date time and place of Pre-bid meeting	N.A.
Last date, time & place of submission of tender documents	18/02/2015 @3.00 p.m. at U.P. Cooperative bank Limited 2 M.G. Marg Lucknow
Opening of Tender document	18/02/2015 @3.30 p.m. at U.P. Cooperative bank Limited 2 M.G. Marg Lucknow
Bank's website Bidders are advised to visit us at our website regularly for updates/ amendments, if any	http://www.upcbl.in
Tender Document Fee	Rs.1,000/- (Only DD/ Banker's cheque)
Earnest Money Deposit (EMD)	Rs.10,000/-(Only DD/ Banker's cheque)
Address for communication	U.P.Cooperative Bank Limited,Head Office,2-MG Marg, Lucknow-226001.
Contact Person	Kapil Dev Pathak, Assistant General Manager (IT) 7525006046;upcb.lucknow@gmail.com

1.3 ELIGIBILITY CRITERIA

- i. The Bidder should be Operator / SMS Aggregator / Tele marketer / Service Provider of offered product (Please submit Tele Marketer TRAI Certificate).
- ii. Average Annual Financial Turnover during the last 3 years, ending 31st March 2014, should be at least Rs. 1 Cr. Bidder should submit the Annual Report (Balance Sheet and Profit & Loss Account) for last three years.
- iii. Experience of having successfully completed similar services during the last 1 years ending 31 March 2014 should be either of the following:
 1. Two similar services each costing not less than Rs. 4Lacs each.
OR
 2. One similar services costing not less than Rs. 6 Lacs.
And
 3. Bidder must be executed successfully any order from any cooperative bank/ nationalized Bank.
- iv. The bidder must have after Support Engineer and office in UP especially in Lucknow.
- v. Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.
- vi. Earnest Money amounting to 10,000/- (Rupees Ten Thousand only) by
- vii. Demand Draft in favor of "UP Cooperative Bank Ltd" payable at Lucknow.
- viii. **No interest will be paid by Bank on Earnest Money Deposit. Earnest Money Deposit shall be refunded to those bidders whose offers have not been accepted within 30 days of opening of the tender.**
- viii. Tenders received without EMD/inadequate EMD shall be rejected. The bidder must download the tender documents from BANK website before the last date and time of sale of tender document in order to bid for this tender.

SECTION-2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

2.1.1 “Purchaser” means UP Cooperative Bank Ltd), having its Head Office at Lucknow.

2.1.2 “Bidder” means the individual or firm or corporate body that participates in the tender and submits its bid.

2.1.3 “Goods Services” means 24*7 support and high Turnaround time and etc., which the supplier is required to support to the Purchaser under the Purchase Order.

2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered goods/services.

2.1.5 “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Service provider duly signed by the Purchaser’s authorized representative to purchase certain services from the service provider.

2.1.6 “Contract Price” means considerations payable to the Service Provider as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1 Introduction

Section 2 Instructions to Bidders

Section 3 General (Commercial) conditions of the contract

Section 4 Special Conditions of the Contract

Section 5 Schedule of Requirement and Price Bid

Schedule

Section 6 Scope of Work

Section 7 Service Level Agreement (SLA)

Section 8 Format of Bid Bond (EMD)

Section 9 Format of Performance Bank Guarantee (PBG)

Section 10 Bid Submission Form

2.3.2 Any clarification or communications obtained from the Purchaser

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.2 The amendments/Corrigendum will be notified on Bank Website and these Amendments will be binding on them. Bidders are advised to visit Bank Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in Section 6 shall be CIF (Cost and any other government Levies). Prices should be inclusive of all taxes and duties but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. However rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to provide services. The bidder shall also submit documentary evidence in the form of Literature diagram, data for the offered services.

2.8 BID SECURITY

2.8.1 The Bidder shall submit bid security. The bid security shall be in one of the following forms:-

(a) A Bank Guarantee as per enclosed format issued by a schedule bank in Favor of Purchaser valid for a period of 150 days from the date of tender opening.

(b) Demand Draft or Pay Order from a Scheduled Bank in favor of UP Cooperative Bank Ltd., Payable at Lucknow.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser As non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.

2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.5 The bid security may be forfeited under the following circumstances:-

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to provide services and support in terms of the project.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 90 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. In exceptional circumstances, the purchaser may request for the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion May ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.

2.10.2 The Purchaser does not bind himself/herself to accept the lowest or any tender and Reserves to himself/herself the right to accept the whole or any part of the tender and altering the quantities offered and c shall supply the same at the rate quoted.

2.11 EVALUATION OF TENDERS

2.11.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished. After qualifying technically the L1 (Lowest) Bidder will be selected. No negotiations will be there. Therefore, bidders are requested to quote their best offer.

2.11.2 Arithmetical error shall be rectified on the following basis:-

- a) If there is a discrepancy between the unit price and total price that is Obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.11.3A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.11.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in The bid which does not constitute a material deviation.

2.11.5The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.11.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

2.11.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.11.8 Bank shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 PURCHASER'S RIGHT TO VARY QUANTITIES

2.12.1 The Purchaser reserves the right at the time of award of the contract to increase or decrease the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.12.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.13 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

2.14.1 Prior to the expiry of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that

its bid has been accepted.

2.14.2 Upon successful bidder furnishing of Performance Guarantee, the purchaser will notify each successful bidder and will discharge its bid bond.

2.15 ISSUE OF LETTER OF INTENT

2.15.1 The issue of Letter of Intent shall constitute the intention of the purchaser to place the Purchase Order with the successful bidder

2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents

2.16 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

1.17 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.18 DELIVERY

Delivery of the Services shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and services shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery of services shall be the essence of the contract.

2.19 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to Bank will qualify to be opened. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Price Bid opening.

In case of any conflict in any of the terms mentioned at Section - 4, the same shall prevail over the terms mentioned in other sections.

2.20 INSTRUCTIONS REGARDING BID SUBMISSION

2.20.1 Bidding Methodology: Single-stage

2.21.1 Submissions of Bid

The bidder is requested to drop the tender document physically in the BOX provided at UPCB Head Office, before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time): as mentioned in

schedule of event.

2.21.2

- Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by the Tender Committee in a Pre-bid Meeting to be held in the Conference Room
- Prospective bidders are advised to attend the pre-bid Meeting since no excuse of ignorance of clarifications/amendments given by the Tender Committee in the Pre-bid Meeting shall be accepted.

SECTION - 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

3.2 STANDARDS

The goods supplied under the Contract shall conform to the standards Mentioned in the Technical Specifications.

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party of infringement of patent, trademark or industrial design actions/claims rights Arising from the use of goods or any part thereof.

3.4 VALIDITY OF CONTRACT

The contract and the rates will be valid for three years from the date of execution of agreement/start of service whichever is earlier.

3.4 PERFORMANCE SECURITY

3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of the contract/P.O value issued by a schedule Bank from its branch in Lucknow in the prescribed format given this tender.

3.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

3.4.3 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.

3.4.4 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the Services for their conformity to the specifications.

3.5.2 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

3.6 WARRANTY & SUPPORT

3.6.1 The Supplier shall give all support on all services given by them during contract period.

3.6.2 Any development, Deployment and support under warranty clause shall be made by the Service provider free of all charges.

3.7 CHANGE ORDERS

3.7.1 The Purchaser may at any time by written order given to the Service provider to make changes Within the general scope of the services contract in any one or more of the following:-

- a) New Designs, Development or Specifications where services to be furnished under the contract are to be specifically developed for the Purchaser.
- b) Time of delivery of Services.
- c) Services to be provided by the supplier.

3.7.2 If any such change causes an increase or decrease in the cost of services or the time required for the execution of the service provider, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.8 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.9 LIQUIDATED DAMAGES

3.9.1 The date of the delivery of the services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the indenter, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.9.2 In case the Service provider fails to provide services against the purchase order, the same shall be procured from other Service provider at the cost and risk of the Service provider and the excess money will be recovered from any dues of the party.

3.9.3 For late delivery of services, as liquidated damages, a sum equal to 2% of the price of any services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order

will be recovered from the Service provider. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Service provider for future purchases.

3.9.4 LD can be recovered from any dues of the Supplier.

3.10 ARBITRATION

3.10.1 In the event of any dispute arising between Bank and the Service provider in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, UPGB who may himself act as sole arbitrator or may name as sole arbitrator an officer of UPGB notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The Service provider expressly agrees that the arbitration proceedings shall be held at Lucknow.

3.10.2 The proceedings of arbitration shall be in English language:

3.10.3 In case any Service provider wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Lucknow shall have the Jurisdiction.

3.11 RISK PURCHASE

3.11.1 In the event of Service provider's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such the time modifies are rectified to the satisfaction of the Purchaser.
- (b) To terminate the Contract by giving 2 week notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Service provider.

3.12 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Luck now and to all Courts at Lucknow having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.15 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of NY war or hostility, act of the public enemy, civil

commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or Acts of God hereinafter referred to "Eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in Performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of General Manager, UPCB, Luck now Head office, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Service provider at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Service provider at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.16 TERMINATION FOR DEFAULT

3.16.1 The Purchaser, May, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Service provider, terminates this contract in whole or in part.

- a) if the Service provider fails to deliver any or all the goods within the time period (s) Specified in the contract, or any extension thereof granted by the Purchaser
- b) If the Service provider fails to perform any other obligation(s) under the contract; and
- c) If the Service provider, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

3.16.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above Para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Service provider shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated

3.17 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Service provider, without compensation to the Service provider if the Service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action

or remedy which has accrued or will accrue thereafter to the purchaser.

3.18 ADD ON/REPEAT ORDER

UPCB reserves the right to place Add on/Repeat order for additional quantity / Services upto 100% of the original quantity / services at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

SECTION - 4

SPECIAL CONDITIONS OF CONTRACT

4.1 PRICE BASIS

Basis inclusive of all taxes and duties if any with service tax part

4.2 PAYMENT TERMS

Payment will be made on trimonthly (Quarterly at the end of each quarter) usage of services, within 30 days from date of submission of invoice in specified form.

4.5 DELIVERY SCHEDULE

Development, deployment and testing of all deliverables to be made within 15 days from the date of issue of PO.

4.6 PERFORMANCE BANK GUARANTEE (PBG)

The bidder is required to submit PBG for an amount equivalent to 10% of the P.O. value valid up to Warranty/Contract Period.

4.7 Support 24*7till the end of contract period.

SECTION 5

SCHEDULE OF REQUIREMENT AND PRICE BID

SN	Description	Amount in Rs.
		For 10 lacs SMS per year
2	Bulk SMS Transactional/Promotional	

- 1. Rates quoted must be inclusive of all taxes.**
- 2. Conditional bids are liable to be rejected.**
- 3. If requirement exceeds from the indicated quantity mentioned above the average rate/SMS will also be valid for increased quantity.**

SECTION - 6

Scope of Work for Bulk Transactional SMS

- Procurement of Bulk SMS Connectivity from the Telecom Operator or Service Provider
- Bulk SMS Push Campaign Manager Platform
- Setup and configuration of Transactional Bulk SMS account from the Bank as per the details received from the bank like Sender ID, SMS Template, Credits to be Allocated and account User Name
- Providing an Online GUI to the bank to view Campaign Status/Details and SMS Delivery Reports
- 24 x 7 Monitoring of Services

Scope of Work for Bulk Promotional SMS

- Procurement of Bulk SMS Connectivity from the Telecom Operator or Service Provider
- Bulk SMS Push Campaign Manager Platform
- Setup and configuration of Promotional Bulk SMS account from the Bank as per the details received from the bank like Credits to be Allocated and account User Name
- Providing an Online GUI to the bank to view Campaign Status/Details and SMS Delivery Reports
- 24 x 7 Monitoring of Services

SECTION – 7

Draft

(Letterhead)

Service Level Agreement

This Agreement (hereinafter referred to as “the Agreement”) is made and entered into on **02.07.2014**(hereinafter referred to as “the Effective Date”)

By and between

M/S....., a company incorporated in INDIA with registered number _____, having its Regd. Office at _____ and Corporate office is at _____ and the Branch Office at _____ (hereinafter referred to as “.....” or “**Service Provider**” which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the FIRST PART.

AND

M/s _____, a company registered under _____ having its registered office at _____ (hereinafter referred to as “_____” or “Client” or “USER” which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the SECOND PART.

Whereas..... as Service Provider has provided “SMS Service on 10 Digit Virtual Number with location wise SMS forwarding feature” (hereinafter referred to as “Services”) to _____, as its client and whereas _____ is in the business of _____.

The Service Provider agrees to provide and user has agreed to avail Services under the terms and conditions mentioned blow:

1. TARGET AVAILABILITY OBJECTIVE

The target availability objective for the service Provider is 99% per month and the same shall exclude unavailability due to scheduled maintenance. Outage shall mean an incident when service is unavailable for at least Thirty (30) continuous minutes in duration. The availability calculations shall be based on following factors:

- i. The outage in terms of downtime shall be divided into two time segments;
 - a. Peak hrs Segment 1100 Hrs to 2300 Hrs, downtime shall taken as “X”
 - b. non-peak hrs Segment 2300 Hrs to 1100 Hrs next day taken as “Y”
- ii. Peak hrs (X) downtime will be taken as per actual
- iii. Non-Peak hrs (Y) downtime will be taken as Y/2
- iv. Total downtime will be taken as X+Y/2
- v. The base shall be taken as 24 Hrs per day

- vi. Service Provider shall submit availability report in terms of percentage with outage downtime as numerator and total period of service as denominator on Quarterly (three monthly) basis, if outage occurs during the quarter under review.
- vii. The cost for the downtime below 99% shall be accepted as the duration for penalty and the same shall be calculated on the basis of pro-rata of data
- viii. The cost of downtime calculated as above shall be deducted from subsequent monthly due.

2.Outage:

- i. Any single interruption of less than 30 Minutes shall not be counted as outage.
- ii. Service outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for ten (15) minutes or less, the Service Provider will not directly notify the User in advance for such short-duration maintenance. The service Provider will use its best efforts to limit such occurrences. In addition, the Service Provider will undertake short duration, general maintenance during defined maintenance windows.
- iii. Service Interruptions of any magnitude due to reasons pertaining to nature and / or force majeure circumstance such as flood, rains, natural act of GOD etc. Shall not be considered as outage for availability purpose.

Both parties agree to above.

For

For _____

(LETTERHEAD)

To

M/s

Undertaking

This is to undertake and certify:

1. That the services namely SMS Services (Transactional/Promotional) are provided by us to M/s _____.
2. That we shall neither unilaterally withdraw nor re-allot these services to anybody else, until surrendered by M/s _____ at its own will.
3. That this is issued as desired by M/s _____ without any prejudice.

For..... (name of the bidder)

SECTION – 8

Tender No: COOP BANK/SMS_USSD_OBD/2014-15/04

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of DatedKNOW ALL MEN by these presents that WE OFHaving our registered office at (Hereinafter called “the Bank”) are bound unto UPCB (hereinafter called the Purchaser”) in the sum of INR/US\$ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present. THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) Fails or refuses to execute the Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full Address of Branch

Address of witness

Tell No of Branch

Fax No of Branch

SECTION-9

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

Uttar Pradesh Cooperative Bank Ltd, MG Marg Lucknow-226001 (With due stamp duty applicable)

OUR LETTER OF GUARANTEE No.:

In consideration of Uttar Pradesh Cooperative bank Ltd, having its Head office at UPCB Building, MG Marg, Lucknow-22602 (hereinafter referred to as "UPCB" which unless repugnant to the content or meaning thereof include all its expression shall successors,

administrators and executors) And having entered into an agreement dated _____ issued Purchase Order No. _____ dated with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors) .

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____/Purchase Order No. _____ dated _____ and UPCB having agreed that the Supplier shall furnish to UPCB a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for We, _____ ("The Bank") which shall include our successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favor for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake To pay up to but not exceeding _____ (say Only) upon receipt by us of your first written demand (say _____ claime

accompanied by your declaration stating that the Amount d is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

Seal of Bank

Manager

SECTION-10
BID SUBMISSION FORM

Offer No....
Date:.....

To
The Managing Director
UPCB, Head office
MG Marg Lucknow -226001

Dear Sir,

In response to your Tender No. Tender No COOP BANK/SMS_USSD_OBD/2014-15/04 dated -----
-----for Bulk SMS for Uttar Pradesh Cooperative Bank Ltd., we hereby submit our offer herewith.

	:	_____
1. Bidder Name	—	_____
	:	_____
2. Website Address	—	_____
	:	_____
3. Email Address	—	_____
4. Address for Communication :	—	_____
	—	_____
	—	_____
	—	_____
	:	_____
5. Telephone Number	—	_____
	:	_____
6. Fax/Tele fax Number	—	_____
	:	_____
7. Authorized Person -	Name	_____
	—	_____
	:	_____
	Designation	_____
	—	_____
	:	_____
	Mobile No.	_____
	—	_____
	:	_____
	Email ID	_____
	—	_____
	:	_____
8. Alternate Person -	Name	_____
	Mobile No.	_____
	—	_____
	:	_____
	Email ID	_____
	—	_____
	:	_____

9.PAN Number : _____
10. TIN Number : _____
11. Service Tax Regn. No. : _____
12. Bidders' complete Bank Details.

Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____

13. Particulars of EMD

Amount : Rs. _____
Mode of Payment (DD/BG) : _____
DD/BG No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____
Validity of BG : _____

14. Particulars of Tender Fee

Amount : Rs. _____
DD No. : _____
Date : _____
Name of the Bank : _____

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No	Turnover in Rs. (Lakh)
2011-2012		
2012-2013		
2013-2014		
	Average Turnover	

16. Details of similar work / order executed during last 2 years (Please submit copy of Purchase Order or completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date

19. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

SECTION- 11

TECHNICAL SPECIFICATIONS

The solution should be able to provide the following services:

UPCBL is looking at a solution that shall provide the minimum functionality as given below:

1. The push/ alert services should include:

- Credit /debit alerts for amounts specific to individual customers.
- Threshold alerts to customers if balance goes below minimum balance being maintained under different type of accounts.
- Cheque clearing intimation alerts
- Weekly balance alerts to all/specific accounts
- Promotional alerts viz information about new launches/ Forex rate/ Loan Query etc.
- Cheque bounce alerts.
- Salary credits

- Transactions happened through various delivery channels viz. Internet Banking, ATM etc irrespective of transaction amount.

2. Bank should be able to configure and add different type of events, as per Bank's various schemes/offers from time to time.

3. A web based user interface to view the MIS and to enable/ disable alert type or service must be provided

4. Solution should be flexible to include Bank's future requirements.

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.

Company Profile, Maintenance and Service Support of the Bidder

Sl. No	Question	Response
1.1	Company Name	
1.2	Date of Incorporation	
1.3	Name of Indian representative/office (indicate: own, dealer, distributor, JV)	
1.4	Company Head Office address <ul style="list-style-type: none"> • Contact person(s) • Phone Number • Fax Number • E-mail Address 	
1.5	Address of Indian representative/office <ul style="list-style-type: none"> • Contact person(s) • Phone Number • Fax Number • E-mail Address 	
1.6	Number of Employees supporting the project In India: Marketing/Sales Technical Support Number of skilled personnel certified by OEM Research and Development Implementation Outside India: Marketing/Sales Technical Support Research and Development Implementation	
1.7	Ownership structure (e.g. Inc., partnership) * Who are the primary shareholders? * State the major shareholders with percentage holding in case of limited Companies.	
1.8	Location: Support (e.g. Asia Pacific, India Sub-continent). In India, since when has the support centre existed in India?	

Compliance Certificate

To
The Managing Director
Uttar Pradesh Cooperative Bank Limited,
Mahatma Gandhi Marg
LUCKNOW - 226001

Date:

Dear Sir,

Ref: - Bulk SMS

1. Having examined the Tender Documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to conduct
2. If our Bid is accepted, we undertake to complete the installation, within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have never been barred/black-listed by any regulatory / statutory authority.
8. No legal case of any default / blacklisting should have ever been filed by any regulator on the firm.
9. We agree to abide by the all the terms and conditions as mentioned and detailed in the 'Tender Document';

Place :

Date :

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

