



HO/CRM/2023-24/3005

Date: 22.02.2024

**Invitation Letter for Engagement of Agency for Specialized Monitoring (ASM) for
M/s Sanvijay Rolling & Engineering Ltd (SREL)**

The Bank is desirous of engaging the services of Agency for Specialized Monitoring (ASM) from IBA Empanelled Agencies in the following Borrowal Account :

1. Name of the Borowal Account : M/s Sanvijay Rolling & Engineering Ltd (SREL)

Corporate Office : 9, Imamwada Road, Nagpur, Maharashtra Shop No 325

Registered Office : 3rd Floor, Shyam Square, Pandri, Raipur, Branch Office.

Factory :

- i) Unit No 1, Plot Nos B -203, B-204, B-205 and B-206, Butibori, Industrial Area, Distt- Nagpur
- ii) Unit No 2, Plot No B-202, in the Butibori Industrial Area, Distt – Nagpur.
- iii) Unit No 4, Plot No F-11 & F-12, Hingna Industrial Area, Distt – Nagpur
- iv) Unit No 6, Plot No 41 & Plot No 4 in the Hingna Industrial Area, Distt – Nagpur

2. Scope of Work (as defined in Annexure 1)

3. General Terms and conditions of Engagement (as defined in Annexure 2)

The engagement process will be under a two Bid system (Technical Bid and Financial Bid). The assessment of engagement for ASM would be based on Technical Bid and Financial Bid wherein the weighted average combined final scores would be the deciding factor. 70% weightage will be given for the technical parameters in the Technical Bid Format **(Annexure A)** and 30% weightage will be given for the financial parameters in the Financial Bid Format **(Annexure B)**.

The cut off for Technical Bid would be 75% marks and above. Any Applicant/Bidder scoring less than 75% marks in Technical Bid would be declared as unsuccessful and the

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UCO Bank, Credit Monitoring Department, Head Office, 5th Floor, 10, BTM Sarani, Kolkata – 700 001

Phone: 033 44557553, 033 44557543 E-mail: hocradmn.calcutta@ucobank.co.in

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unopened Financial Bid would be returned at their Registered Office. The financial bid of all those bidders who qualify technical assessment would only be opened.

Technical Scores will be arrived at treating the marks of the bidders scoring the highest marks in technical evaluation as 100. Financial Scores will be arrived at treating the lowest cost of all technically qualified bidders as 100. The final selection of ASM shall be based on the weighted average marks obtained in Technical Bid and Financial Bid. In case of a tie up to two decimal places, then the agency obtaining higher score in Technical Bid would be declared as successful final bidder.

The above mentioned selection process will be at sole discretion of UCO Bank. If for certain reasons, the ASM/Applicant/Bidder declines the assignment, next eligible Applicant may be selected.

In case the successful Applicant is not willing/not in a position to provide the services to the Bank due to any reasons and refuses the engagement, the Bank would be at liberty to call upon the next eligible Applicant to provide the desired services at the same financial cost quoted by the successful Applicant or the financial cost quoted by next eligible Applicant, whichever is lower.

The Technical Bid and Financial Bid should be in two different sealed envelopes clearly mentioning the type of Bid. The envelope/cover containing Technical and Financial Bid (in hard copy) shall super scribed **(in bold letters)** "EXPRESSION OF INTEREST TO ACT AS AN ASM in the Account _____" and to be submitted as the following address :

Deputy General Manager
UCO Bank
Head Office, Credit Monitoring Department
5th Floor, 10 BTM Sarani
Kolkata – 700001.





The Bidder/ASM Applicant has to sign along with stamp on each and every stage of the Bid/Application.

The last date for submission of the technical as well as financial bids is **07.03.2024**.

The Bank may at its discretion extend the date/time submission of the application and such decision shall be final.

For any other details/clarification regarding the process, please contact :

Name : Mr Ritankar Kundu

Designation : Chief Manager

Department : Credit Monitoring Department, Head Office

Contact : 9831743105

E-mail : hocradmn.calcutta@ucobank.co.in

Sandeep Sharma

Deputy General Manager

Encl :

1. **Annexure 1** – Scope of work
2. **Annexure 2** - General Terms and conditions of Engagement
3. **Annexure 3** – Non-Disclosure Agreement
4. **Annexure A** - Technical Bid Format
5. **Annexure B** - Financial Bid Format



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Annexure-1

Indicative Scope of Work

The broad scope of work for the ASM as per Bank's extant guidelines, in carrying out a clean and effective monitoring of account is as under:

In case of Working Capital:

- Monitor the purchases/invoices of the company (about quantum and reasonableness of the rates) for procurement of raw material/spares/transportation of raw material etc. on daily/weekly basis and compare vis-à-vis monthly operation budget submitted by the company. Periodicity would be decided by consortium.
- Review of inventory buildup (including trade receivable and advances to the company) for operation of the units commensurate with fund released.
- Monitor the actual operation (production/supplies etc.) vis-à-vis projections.
- Verification of high value transaction/payment as regards beneficiary and purpose.
- Assessment of financial information that has been and that will be provided by the company to its lenders including information related to its short term and long term cash flows.
- Identify key issues and submit the report along with the suggestion with regard to smooth operation of the project.
- Additional verification of evidence of end use of facilities to company and its utilization as per the conditions laid down by the consortium of lenders.
- Inspection/verification of stocks/book debts and submission of monthly report (or as stipulated by lenders) about the inventory/receivables position of the company including slow moving inventory if any, to arrive at correct drawing power to the company.
- Submission of reports at regular intervals (as stipulated by member banks) on "Temporary/long term/unscheduled closure of manufacture facilities", "Any untoward incident or suspicious business or unrelated activity and "Non- cooperation from borrower to provide general information".





- Verify source of margin towards working capital/LC/BG.
- Verify to ascertain quality of Book Debt, their appropriateness, age wise classification and eligible Book Debts for Drawing Power. Verify substantial sales returns entries) in books of the Company and existence of any reciprocal receivables to be scrutinized.
- Verify genuineness of suppliers/debtors (including overseas) in addition to transaction involving merchant trade /high sea sales and invoice discounting under trade finance at overseas branches.
- Information /data as per monthly Stock Statement /MSOD /QPR to be reconciled with account operation and published financials.
- In case of consortium lending, ASM will monitor status of borrowing with member banks, conduct of accounts, business sharing etc.
- Confirmation on availability of adequate insurance for the securities/stocks/assets with Bank clause noted.
- Perform such other services as requested by the lenders and mutually agreed to by the party and lenders.

In case of Term Loan (Project Monitoring):

ASMs for large accounts should be engaged in order to ensure proper monitoring of project implementation and utilization of funds, the scope of work will broadly include the following:

- Conduct physical inspection of the project at regular intervals or deploy official at the project site for continuous monitoring, document reviews and monitoring of progress reports on continuous basis especially vis-à-vis original timelines to avoid sudden shocks of overrun.
- Determine progress and appropriateness of related transactions (e.g. payments made to contractors and sub-contractors, vendors, orders placed and commercial terms thereof.
- Deviations in project progress vis-à-vis timelines and amount disbursed. High value payment/dues to be clearly monitored to ensure proper utilization.





- Periodical review of invoices and submission of exception report to the consortium.
- Fortnightly review of production/supplies(quantities of work certified) vis-à-vis inventory consumption records and cash flow to contractor, sub-contractors and vendors, wastages, extent of rework and quality non conformities raised by company and highlight exceptions. A single review report will be released each fortnight for invoices raised and inventory consumed in that period.
- Verification of approval/clearance/compliances in the project.
- Analysis of government letters/instructions/audit report/independent Engineer's report/insurance/reports submitted to government.
- Sources of capital fund infusion/Term Borrowing/any other borrowing.
- Physical progress of project vis-à-vis fund infusion.
- Perform such other services as requested by the lenders and mutually agreed to by the party and lenders.
- Offer suggestions, if any, for improving the project management practices.
- Perform such other services as requested by the Bank/ Lenders and mutually agreed to by the Company and the Lenders.

General Parameters for Monitoring:

The general parameters that need to be looked into by the ASMs will be as under:

I. Cash Inflow Monitoring:

- i. Source of cash inflow based on estimates/projections.
- ii. Source of unsecured loan/Non-Convertible debenture (NCD), its tenor and rate of interest, if any/sale of fixed assets/investments, interest/dividend received from investment.
- iii. Profit ploughed back and any windfall/exceptional cash inflow e.g. profit from sale of fixed assets, tax refunds etc.
- iv. Source of margin, whether it is through borrowing or through capital infusion and is brought as per sanction stipulation.
- v. Monitoring of the payment transactions to/realization from the group companies.





II. Cash Outflow Monitoring :

- i. Utilization in inventory buildup/acquisition of fixed assets/purchase-invoices of the company (about quantum and reasonableness of rates) for procurement of raw material /spares/transportation of raw material etc. on daily/weekly basis and compare vis-à-vis monthly operation budget submitted by the company.
- ii. Utilization in creditor repayment/repayment of term borrowing/loans and advances to other firms.
- iii. Capital drawings, if any/interest/dividend payout/redemption of debentures, if any/shares buy back, if any.
- iv. Inter corporate transactions and/or related party transactions.
- v. Timely and full payment of Government/statutory due/analysis of any other kind of outflow, if observed.

III. Fund Flow Analysis :

Highlight on diversion of short term funds in long term uses.

IV. Non- Cash Parameter :

- i. Keep watch in industry specific prevailing trends, critical charges, Government policies and precautionary/mitigation measures, sustainability/sensitivity in Products/Business.
- ii. High value vendor due diligence, market values vis-à-vis invoice price.
- iii. Technological obsolescence and substitution measures.
- iv. Report on any litigation, court cases including asset classification of associate concerns.
- v. Changes in Shareholding pattern/ voting rights.
- vi. Any contract entered into which is unrelated to business.
- vii. Implication of any rearrangement viz., carve out, merger, demerger etc.
- viii. Leveraging of single equity in multiple companies.





V. Other Parameters:

- i. Verify transactions involving substantial amount which are not of regular nature.
- ii. Advise the Bank for monitoring based on publicly available information from various sources for Initiating corrective Steps to safeguard the exposure.
- iii. Any alienation /disposal of securities.
- iv. Verification of end use of funds deployed outside the country in respect of borrowing by offshore companies of parent entity.

The above list is only indicative and Bank reserves the right to include any other post monitoring activity as scope of work to be assigned and account specific monitoring activity, if any.





Annexure - 2

General Terms And Conditions

These General Terms and Conditions form an integral part of the engagement letter (the "Engagement Letter")

1. Eligibility

Applications are invited for the engagement of Agency for Specialized Monitoring (herein after to be referred to as "ASM") from the list of Indian Banks' Association (IBA) Empanelled list for Specialised Monitoring.

2. Tenure of engagement

- The tenure of engagement of ASM will be for a period of three years subject to annual review. However, the tenure may vary for a shorter period say 3 months to a maximum up to the period of achievement of Date of Commencement of Commercial Operation (DCCO) in case of project loans, as approved by the Lenders in the consortium.
- The annual review will be carried out at the end of every financial year.
- In certain accounts, depending upon the requirement, the services of the ASM may be utilized at multiple intervals, as per the mutual consent of the participating lenders within the ambit of 3 years tenure.

3. Fee structure

The fee will be in the range of minimum of Rs.5 lacs and a Maximum of 0.05 % per annum of the total exposure/limit (for consortium banking/sole/multiple banking) whichever is higher in line with the advisory issued by IBA, in this regard. Fees approved by the consortium would be the final. Distribution of fees to be paid will be in the same ratio as of the exposure in the consortium. The payment of fee (all inclusive) should be linked to submission of report by ASM and GST as applicable.





4. Review of performance:

The performance of the ASM is to be reviewed on annual basis and at the end of every financial year on the following:

- Quality of report / observations of an ASM
- Compliance with the scope of work allotted
- Adherence to timelines etc.

5. Expectations:

In a broader perspective, ASM is expected to monitor the account /progress /activity as mentioned below:

- On site as well as off- site monitoring of the business/ project, account and analyze, evaluate and monitor the borrowal account/ project financially as well as technically.
- Look into/ track other aspects like Government notifications which may have material impact on borrowal company/industry/sector, all approvals and clearances, price escalation in capital items or raw materials etc.
- Extent of involvement of promoters/top management of the company in day to day operations/decision making as well as strategic decision making and evaluation of the same.
- Conduct root cause analysis of the incipient sickness/stress in the borrowal account and suggest remedial measure to Branch.
- To take the concern area from Bank as well as promoter and suggest remedial measure during the term of engagement.

*The above expectations are just illustrative and not exhaustive.





6. Reporting:

- The reporting as per the format enclosed as Annexure - V are to be made on quarterly basis within 15th of successive Month of every quarter.

If the reports are not submitted even within 30 days of such due date, penalty to be levied at 5% of ASM fees unless and otherwise a valid acceptable reason is provided. If the reports are not submitted even within 45 days of such due date, penalty to be levied at 10% of ASM fees unless and otherwise a valid acceptable reason is provided. If report is not submitted within one quarter, then no fees is to be paid to ASM Auditor and it is to be substituted by giving due notice.

- However, on case to case basis, periodicity may be decided based upon type, nature of finance and status of borrowal account in term of stress/criticality.
- ASM shall submit original report (signed copy) to the concern Branch and also send soft copy of the same to Credit Monitoring Department Head Office and concerned Zonal Office (in case of branch other than FCC) through designated e- mail id.

7. Termination:

- In the event of any adverse report / observations on the performance of the ASM, Bank can terminate the assignment before the completion of three years by giving due notice to ASM. However, opportunity will be given to the ASM to submit their response in writing within 7 days from the receipt of notice. Final decision in this regard would be at sole discretion of the Bank.
- While terminating the services of ASM, proportionate share of fees shall be paid for the work executed by the ASM.





8. Blacklisting:

Bank reserves the right to blacklist the ASM if it finds that there is misreporting/non-compliance of terms and conditions of the Bank on the part of ASM and the same shall be reported to Indian Banks' Association (IBA).

The Bank, if deems fit on account of gaps / incomplete information, may give a chance of hearing to the concerned ASM and after the hearing, the decision of the Bank shall be final.

9. Others:

- i. The ASM will perform the services in accordance with the applicable standards of professional conduct.
- ii. The ASM shall provide the services to the Bank as an independent entity.
- iii. The ASM should have on site presence at any place of business(s) of the borrowal account.
- iii. ASM shall give specific declaration that they have not been associated with the Company/Firm in the past for loan syndication/LIE/TEV/Statutory Audit/Consultancy in the last five financial years. ASM will also undertake not to engage with the borrower's company/Firm in any capacity during the course of engagement as ASM.
- iv. The ASM proposed to be engaged will be required to execute a Confidentiality and Non- Disclosure Agreement (**Annexure III**) before taking up the assignment.





ANNEXURE - 3

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on thisday of, 20.....

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 permitted assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

Vendor name (company number: _____) a company incorporated under Companies Act 1956/ Companies Act 2013, having its Registered Office at _____, India, represented by(name & designation of the competent authority) hereinafter referred to as "**the Vendor**" (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 engaged vide aon _____ with the Bank as per the terms and conditions specified in the, Pre-Bid Query, Addendum/ Corrigendum.

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





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 the entire contract period as mentioned in the para 2 of Annexure-4 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;

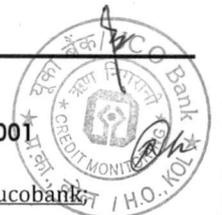
(f) is approved for release by written authorization of the Disclosing Party; or

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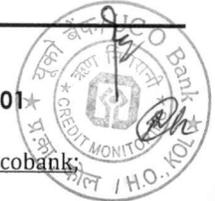
(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made all reasonable effort to obtain a protective order requiring that the 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 **60 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 & 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 there under 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.

10. Indemnification. The receiving party shall indemnify 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 of this agreement.

11. Term. This Agreement may be terminated in the event of the following (1) the termination of the discussions and negotiation between the parties concerning the purpose; or (2) on the signing of a definitive agreement between the parties relating to the purpose provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for the contract period as mentioned in the para 2 of Annexure-4 from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

12. 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.

13. 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 permitted 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) All obligations in respect of maintaining the Confidentiality of the Information provided hereinabove shall survive notwithstanding the termination/expiry of this Agreement.

Two original sets of Non-Disclosure Agreements are executed and retained by either parties, Bank and M/s 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

UCO Bank

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

Vendor Name

Signature: _____

Name: _____

Designation: _____

Date: _____

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