



RFP Ref.no. UCO/HO/FIN/03/2024-25

Date: 20.08.2024

**REQUEST FOR PROPOSAL
FOR
“ENGAGEMENT OF LEGAL COUNSEL
FOR PROPOSED
QUALIFIED INSTITUTIONS PLACEMENT (QIP)”
(e-tendering)**

Last date of Submission of Proposals : 10th September 2024 (upto 03.00 pm)

Issued by :

Finance Department

Head Office.

Email- hosgr.calcutta@ucobank.co.in

Ph. No- 033 4455 7227

The information provided by the Bidders in response to this Request for Proposal (RFP) will become the property of the 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 on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation there for.

This document is prepared by UCO Bank for selection of Legal Counsel(s) for proposed Qualified Institutional Placement (QIP). This document is meant for the exclusive purpose of Bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be transferred, reproduced, reused, copied or otherwise used for purposes other than for which it is specifically issued.

Disclaimer

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who may qualify to submit the response to this RFP, to assist them in responding to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, the potential Bidders however may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible to seek the information required from the Bank. The Bank reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct their own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process prior to deadline for submission of Bids, without assigning any reasons whatsoever. Notification of amendments will be made available on the Bank's website (<https://www.ucobank.com>) and will be binding on all Bidders. No separate communication will be issued in this regard. The Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and/or annul the RFP. The Bank reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever and without any cost or compensation there for. The decision of the Bank shall be final, conclusive and binding on all parties.

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

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BID DETAILS IN BRIEF

1	RFP Reference No. & Date	UCO/HO/FIN/03/2024-25 Dated: 20.08.2024
2	RFP Co-ordinator	Mr Vikash Gupta, Company Secretary
3	Brief Description of the RFP	Selection of Legal Counsel to advise the Bank to raise equity capital through Qualified Institutions Placement (QIP)
4	Bank's Address for Communication and submission of hard copy of Bid/Documents	Company Secretary, UCO Bank, Head Office Finance Department 2, India Exchange Place, 3 rd Floor, Kolkata – 700001 Ph: 033 44557227 Email – hosgr.calcutta@ucobank.co.in
5	Date of issue of RFP	20.08.2024
6	Last date and time of submission of Pre-Bid Queries through email	27.08.2024 upto 4.00 pm (Pre-bid queries should only be submitted at above email id.)
7	Pre-bid meeting	29.08.2024 on 12.30 pm
8	Last date and time of submission of Bid (Physical and online)	10.09.2024 upto 3.00 pm
9	Date and Time of opening of Technical Bid	10.09.2024 at 4.00 pm at the address mentioned at Point 4
10	Date and Time of Technical Presentation	Will be communicated separately
11	Date and Time of opening of Financial Bid	Will be communicated separately
12	Application Fees (non-refundable) <i>(Application fee should not be clubbed with EMD in case of payment by NEFT)</i>	Rs.5,000/- + 18% GST by way of DD favouring "UCO Bank" payable at Kolkata or by NEFT – Bank A/c no – 00020210002131 IFSC – UCBA0000190 In case of NEFT, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory.
13	Earnest Money Deposit (EMD) <i>(EMD should not be clubbed with Application fee in case of payment by NEFT)</i>	Rs.5,00,000/- (Rupees Five lakh only) by way of NEFT: Bank A/c no – 00020210002131, IFSC – UCBA0000190 Alternatively, Bank Guarantee (BG) can be given which is issued by a nationalized / scheduled commercial Bank (except UCO Bank) in favour of UCO Bank at Kolkata. BG should in the form of Annexure XV. In case of NEFT, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory.
14	No. of Envelopes to be submitted in hard copy apart from online uploading	<u>Two sealed envelopes :</u> • EMD, Application fee, Eligibility Certificates and Technical Bid

		<ul style="list-style-type: none"> Financial Bid. <p>Above two sealed envelopes will be inserted in single sealed Master Envelope</p>
15	<p>Process of submission of tender documents/ Address for support</p> <p>(Hard Copy of the Bids to be submitted at the address given above in Point-4)</p>	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e-tendering Service Provider M/s Antares Systems Ltd through Website - https://www.tenderwizard.com/UCOBANK Following activities will be conducted online through above website:</p> <ol style="list-style-type: none"> Submission of Eligibility/Technical Bid & Commercial Bid by the bidder Clarification, if any, sought by the Bank Opening of Eligibility/Technical Bid by the Bank On-line evaluation by the Bank. Opening of Commercial Bid by the Bank & On-line evaluation. <p>* Bidders who wish to participate in online tenders will have to register with the website (https://www.tenderwizard.com/UCOBANK) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.</p> <p>*Following facilities shall be provided to registered bidders by the service provider M/s Antares Systems Ltd:</p> <ol style="list-style-type: none"> Support to the Bidders for participating in the bids through e-tendering Website. Call centre support/ email/ phone/mobile etc. in all possible medium. Registration with the e-tendering website. User Manual / Training Kit to the Bidder. Any no. of users of Bidder organization can take support on the e-tendering system. Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. <p>Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact Antares Systems Ltd. Registered Office at: #137/3, 'Honganasu' Kengari, Bangalore – 560060. Phone: - 080-49352000 / 40482000 Fax: - 080-49352034</p> <p>Help Desk: Contact Person: Mr. Kushal Bose/ Mr. Biswajit Chakraborty Mobile no. 96747-58719/09674758723</p>

(On working days-0900 hours–1800 hours)

e-mail: kushal.b@antaressystems.com
siddharthasundar.m@antaressystems.com

Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid, etc. available in respective tender only.

Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

ABBREVIATIONS USED IN THIS DOCUMENT

1	QIP	Qualified Institutional Placement
2	EMD	Earnest Money Deposit
3	RBI	Reserve Bank of India
4	SEBI	Securities and Exchange Board of India
5	TDS	Tax Deducted at Source
6	BRLM	Book Running Lead Manager
7	RFP	Request For Proposal
8	IPO	Initial Public Offer
9	BFSI	Banking, Financial Services and Insurance
10	CVC	Central Vigilance Commission
11	IPR	Intellectual Property Rights
12	CV	Curriculum Vitae
13	BG	Bank Guarantee
14	NI	Negotiable Instrument
15	LA	Legal Adviser
16	SLA	Service Level Agreement

Request for Proposal (“RFP”) for engagement of Legal Counsel(s) for proposed Qualified Institutional Placement (QIP) of UCO Bank (“Bank”)

1. ABOUT THE BANK

UCO Bank, a Body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 10, BTM Sarani, Kolkata -700 001, India hereinafter to be referred to as “Bank”. The Bank is having a Pan India presence with extensive network of 3230 Branches as on 31st March 2024 and 2 overseas Branches each at Hong kong and Singapore and 1 representative office at Iran..

The shares of the Bank are listed on National Stock Exchange (NSE) and Bombay Stock Exchange (BSE) and actively traded on both the exchanges.

Global Business of the Bank stood at Rs. 4,61,408 Crore as on 30th June 2024. Global deposits and advances stood at Rs.2,68,155 Crore and Rs.1,93,253 crore respectively as on 30th June 2024.

2. PROPOSAL

- 2.1 The Bank intends to tap capital markets by way of QIP for raising of equity capital upto Rs.2000 crore in one or more tranches. The issue size may vary based on various factors including but not limited to management discretion. The Bank intends to initiate the work relating to engagement of Legal Counsel(s) to prepare the requisite documents and to undertake various activities in relation to the QIP.
- 2.2 The Bank invite sealed bids from eligible Law Firms, with experience and expertise in Equity Issues in capital market at national and international level to act as Legal Counsels and assist the Bank in handling the QIP. The Bank proposes to engage Legal Counsels hereinafter referred to as Bidder for the term mentioned in the scope of consultancy.
- 2.3 The Legal Counsel/Law Firm should have international presence in developed countries or should have tie ups with International Law Firms/Companies of repute, with similar experience and expertise in Equity Issues in capital markets to act as Legal Counsel in the proposed QIP through this RFP Document.
- 2.4 Bidders submitting the proposals should note that they should have the relevant experience of advising / managing legal affairs of Indian/ International Capital market transactions i.e. IPOs/FPOs (SEC Rule 144A transactions) as counsels to the issuer or underwriters with drafting responsibility for the customary sections of the offer document and preparing international wraps together with requisite experience and capacity to issue 10 b-5, or to issue any other opinion required for capital market transactions as is customary or mandatory.
- 2.5 The technically qualified bidders will be empanelled for three years for the Bank from the date of opening of financial bid.

3. ELIGIBILITY CRITERIA

SI no.	Parameters	Documents to be submitted
1	Bidders should have advised at least two (2) successful domestic equity issue (Initial Public Offer/Follow-on Public Offer/QIP (Qualified Institutional Placement) in BFSI segment only during the preceding five years ending on 30 th June 2024.	Details as per Annexure V along with details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or extracts of the relevant print-outs of Prime Database, duly attested by authorised signatory.
2	The Senior/Managing Partner/Associate of the Bidder/Law Firm/Companies should be registered with Bar Council of India as an advocate under the meaning of Advocate Act, 1961 and their registration should be valid and in force.	Valid Registration Certificate/other relevant supporting document, duly attested by authorised signatory.
3	Bidder should have minimum experience of at least 5 years in the field with experience in IPO/FPO/QIP.	Documentary evidence in support of experience, duly attested by authorised signatory.
4	Bidder should have international presence in developed countries or should have tie ups with International Law Firms of repute, with expertise in Equity Issues in capital markets to act as Legal counsel(s) in the proposed QIP through this RFP Document. Further, the bidder shall be required to submit documentary proof of such association and also relevant documents evidencing equivalent experience of such overseas associates dealing with the QIP, FPO etc. as prescribed for the bidder.	Documentary evidence showing international presence of Bidder or association/tie-up of bidder with International Law Firms having equivalent experience dealing with the QIP, FPO etc. as prescribed for the bidder, duly attested by authorised signatory of bidder. Confirmation letter duly signed by the authorized signatory/senior counsel of the International Law Firm should be submitted in support of their willingness to be a part of the team of the domestic Law Firms for the proposed QIP issue of the Bank.
5	The International law firm or associate should not be blacklisted or debarred or in caution list by any of the statutory/regulatory authorities of their country and India for acting as a International Legal Counsel for the Companies in India.	Self-certification on the letter head to this effect should be submitted by the International law firm or associate, duly certified by the authorised signatory /senior counsel of the overseas law firm or associate.
6	Undertaking, Declaration and Certification from the bidder as per the format enclosed	Annexure I, on the letter head of bidder and Annexure VI, on a non-judicial stamp paper of Rs. 100/-, duly signed by authorised signatory.

The Legal Counsel/ Law Firms/ Legal Advisors will avoid any conflicts of interest while discharging contractual obligations and disclose in advance any possible instance of conflict of interest to the Bank.

"Conflict of interest" for the above means Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any Officer of Procuring Entity (Officers of the rank of Assistant General Manager and above who are members of Committees constituted for the Bidding process will be considered as "Officer" for the purpose of this clause) who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain. There should be no conflict of interest at the time of participating in the bid process and in case, a conflict of interest arises while discharging the contractual obligations, the same should be disclosed to the Bank.

Please note that the engagement of Legal Counsel/Law Firm/Bidder is contingent upon the decision of the Bank to go for / issue QIP to raise the capital. In case Bank decides, for whatsoever reasons at its sole discretion, to defer / postpone / cancel / abandon issuance of QIP, the RFP for engagement of Legal Adviser would also be accordingly, at Bank's sole discretion, stand deferred / postponed / cancelled / abandoned without further notice to the Bidders and in such eventuality no cost, compensation, reimbursement and fee etc. shall be payable to the Bidders.

The interested bidder(s) fulfilling eligibility criteria mentioned above are advised to furnish all relevant supporting certificate(s)/documents along with the technical bid in both hard copy and online mode.

4. SCOPE OF WORK FOR THE LEGAL COUNSEL

The Bidder/Legal counsel/Law Firm will be required, *inter-alia*, to undertake tasks assisting the Bank and co-coordinating various associated activities related to various legal / compliance aspects of the QIP issue ("**Transaction**") as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018 (as amended from time to time) ("**SEBI ICDR Regulations**") and subject to relevant domestic as well as international legislations, including but not limited to, as mentioned below: -

Domestic:

- i) Primary responsibility for drafting, vetting, finalizing and reviewing the non-business sections of the Preliminary Placement Document and Placement Document (together referred to as "Offer Document"), including the sections entitled "Business," "Risk Factors," "Management Discussion and Analysis" and "Industry, and keeping control of the Offer Documents.
- ii) Drafting, vetting and finalizing of the Preliminary Placement Document for filing with SEBI, Stock exchanges and periodic updates to the Offer Documents until the same are finalized and filed with SEBI and other applicable regulatory authorities. Drafting, vetting and finalizing responses to queries received from SEBI, Stock Exchanges, depositories etc. until the completion of all activities relating to Transaction.

- iii)** Legal due diligence certificate/opinion -to give a certificate in a format and coverage similar to certificate under section 10b-5 of Securities Exchange Act provided for global transactions and submission of Due Diligence Report. Undertake due diligence activities and prepare the Offer Documents and completing all stipulated requirements and formalities of regulatory/statutory authorities.
- iv)** Together with Book Running Lead Managers (BRLMs) and other ADVISER(S), as the BRLMs may consider appropriate, undertake due diligence activities, co-ordination of and preparation of documentation required for the Offering (including any international wrap), such documentation to reflect customary capital market offering practices and containing customary provisions inconformity with applicable laws & SEBI (ICDR) Regulations and satisfactory both in form and substance to the Bank and the BRLMs. Attending organizational due diligence and drafting sessions with the Bank, its representatives, its auditors, the Lead Managers and the other legal counsels;
- v)** Assist, together with other Adviser(s) and BRLMs, as the BRLMs may consider appropriate, in obtaining necessary regulatory approvals in connection with the Transaction from SEBI, Stock Exchanges, RBI or any other regulatory authority.
- vi)** In connection with the QIP, assisting the Bank together with the BRLMs and other Adviser(s), in preparing and coordinating the filing of reports, certificates and other information as may be required by SEBI, the Stock Exchanges and any other regulatory authorities.
- vii)** Interacting with the Bank along with the BRLMs to explain and agree upon the due diligence information and documentation requirement. Attending calls and conducting the customary due diligence calls with the Bank and the entire deal team at various critical stages of the transaction.
- viii)** Drafting, vetting and finalizing of the consent letters taken from all intermediaries.
- ix)** Advising on matters relating to domestic/overseas publicity related guidelines/restrictions applicable to the issue.
- x)** Reviewing vetting and finalizing, all other relevant legal and other documents.
- xi)** Reviewing, vetting and finalizing of disclosures regarding other entities and ventures promoted/ partnered by the Bank.
- xii)** Reviewing, vetting and finalizing, of Bank's litigation (against and by the Company) and litigation relating to Directors, subsidiary companies, joint ventures.
- xiii)** Reviewing vetting and finalizing, of the offer Document to ensure compliance with disclosures and other requirements specified in the SEBI ICDR Regulations, Companies Act, SCRR and all applicable laws. Reviewing the drafting of the offer Document and directing necessary changes in the same in context of the due diligence and regulatory requirements.
- xiv)** Drafting, vetting and finalizing and review of all Agreements relating to the Transaction (including Offer Agreement/ Placement Agreement with BRLMs/ Joint BRLMs, Syndicate Agreement, Underwriting Agreement and Escrow Agreements, Monitoring Agency Agreement, Agreement with Registrar, Bankers etc.).

- xv)** Giving advice, consulting, holding discussions with the BRLMs during the Transaction process including pricing, marketing of the offer, book building and settlement. Advise on structuring the transaction in conformity with the applicable laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations, SEBI Listing (Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise;
- xvi)** Providing all other legal advice and written opinions, including comprehensive advice on research publication and dissemination, statutory and corporate advertisement in connection with the Transaction as may be required.
- xvii)** Guide, facilitate and advise the Bank on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.
- xviii)** Analysis of legal, tax and process risks and providing solutions as required.
- xix)** Providing legal clearance on all issue material viz. Placement Documents, Prospectus, Abridged Prospectus, Application Form, Public Notices, Bid Forms, Confirmation of Allocation Notes etc.
- xx)** Interacting with the Auditors of the Bank and negotiating the finalization of the comfort letter and other standard certificates and undertaking to be provided by the Auditors at different stages of the Transaction.
- xxi)** Advise on the (i) regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities, (ii) filing of returns or notices with stock exchanges, SEBI or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities;
- xxii)** Legal sign-off on announcements regarding events during the Offer period.
- xxiii)** Drafting the domestic aspect of the international wrap.
- xxiv)** Drafting all board resolutions and Shareholder Resolutions required to be passed by the Bank, if any.
- xxv)** Coordinating and communicating with other parties involved in the Offer, including the officers and other management personnel of the Issuer, the auditors and legal counsel(s) to the BRLMs.
- xxvi)** Extending closing Opinion for the Transaction.
- xxvii)** Processing of FIPB/ RBI applications.
- xxviii)** Providing advice on the duties and actions of the Offer or, including drafting of any applications, letters, certificates etc. in connection with the Offer.
- xxix)** Providing advice in relation to the offer pertaining to domestic regulations.

xxx) Assisting with respect to Closure of Offer. Advise on completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI LODR Regulations etc.

xxxi) Carry out any other duties which are customary for QIP, and which may be agreed from time to time, including any duties which the Bank may reasonably request for assistance with regard to the FPO.

xxxii) Advise and assist the Bank in preparation and processing the required applications which will be filed by the Bank with RBI, SEBI etc.

xxxiii) Attending to and advising on all matters ancillary or incidental thereto. Any other matter connected with proposed Transactions.

INTERNATIONAL (In case of Rule 144A Deals)

- i) To give section 10b-5 of Securities Exchange Act certificate favouring the issuer, offer or and book runners.
- ii) Providing written advice relating to international publicity related restrictions.
- iii) Providing written advice on draft international marketing documents (wraps including advice on US taxation law, blue-sky memorandum and research guidelines, etc.).
- iv) Providing written advice on internet restrictions.
- v) Other advice in relation to the offer pertaining to international law.
- vi) Drafting, vetting and finalizing of selling restrictions in the jurisdictions where the international marketing shall be done and filing of necessary documents in other jurisdictions.
- vii) Opinion on US Investment Company Act.
- viii) Drafting of Risk Factors, Business, MD&A chapters and any other chapters as may be required.
- ix) Drafting and negotiating customary comfort letters with the auditors required at different stages, preparing and reviewing the circle ups on the Offer documents, and preparing any other documentation with the auditors
- x) Drafting the closing Certificates, the closing checklist, the lawyer's opinion and assisting with closing of the Offering jointly with the DLC.
- xi) Conducting the customary bring-down diligence calls with the Bank and the entire deal team at various critical stages of the transaction.
- xii) Assistance in the preparation of the transaction bible and due-diligence back- up documents in coordination with the DLC.
- xiii) Providing all other legal advice and written opinions in connection with the issue as may be required.

xiv) Completion of all necessary legal formalities as may be required by competent authorities/ prescribed authorities as per applicable laws for the proposed Transaction

xv) Any other matter connected with the proposed Transaction

Note :

1. The Scope of work is only indicative & illustrative and will be eventually governed by the terms and conditions of Engagement Agreement/Service Level Agreement when the same is signed between BANK and Legal Counsel.

2. The fee quoted by prospective bidder will include the fees of International Law Firm and no extra fees will be paid by the Bank.

5. BID PROCESS

a) **Bid Document** : The RFP document will be published in the Tender Section of Bank Website (www.ucobank.com) and e-tendering portal (www.tenderwizard.com/UCOBANK). The Bidder is expected to follow all instructions, forms, terms and conditions 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 aspect shall be at the Bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

b) **Application money** : The Bidder shall pay application money of Rs.5000/- plus 18% GST. It can be paid by way of demand draft favouring "UCO Bank" payable at Kolkata or by way of NEFT in Bank A/c no. 00020210002131 IFSC – UCBA0000190. In case of NEFT, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory.

c) **Earnest Money Deposit** : Bidder shall deposit Rs.5,00,000/- by way of NEFT at Bank A/c no. – 00020210002131, IFSC – UCBA0000190. Alternatively, Bank Guarantee (BG) can be given which is issued by a nationalized / scheduled commercial Bank (except UCO Bank) in favour of UCO Bank at Kolkata. BG should in the form of annexure enclosed.

In case of NEFT, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory. In the event of its non-submission, the bid will be rejected without any further correspondence, as non-responsive and the decision of the Bank in this regard will be final, conclusive and binding.

d) **No Interest** will be payable on EMD.

e) **Return of EMD** : Unsuccessful bidder's EMD or BG, as the case may be, will be discharged / returned without interest. In case of successful bidder, the EMD amount will be refunded/ BG will be returned on submission of Performance Bank Guarantee & execution of agreement as mentioned in Para 17 of this RFP document.

f) EMD shall be **forfeited** if a bidder withdraws the bid during the bid validity period specified in this document. Any decision in this regard by the Bank shall be final, conclusive and binding on the law firm/legal counsel.

6. EVALUATION MATRIX

6.1 Experience and capability in handling Equity Issues in Banking Sector in India: (Weightage for evaluation 50/100)

- (i) Constitution of the organization
- (ii) Capability, capacity and previous experience of the Firm and expertise in handling such assignments in the BFSI space in India.
- (iii) Details of domestic/international offerings handled.
- (iv) Demonstrate ability to work with Public Sector Banks and in coordination with BRLMs and other intermediaries as a part of team.

6.2 Infrastructure & Manpower: (Weightage for evaluation 5/100)

- (i) Details of infrastructural facilities like office/s, manpower etc.
- (ii) Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on each assignment in the event of selection.
- (iii) International presence / tie up with the international firms dealing with issuance of IPO/QIP/FPO/ OTHER PERMITTED MODES etc.

6.3 Understanding of the Regulatory framework: (Weightage for evaluation 10/100)

- (i) Demonstrate understanding of the legal, policy & regulatory issues in Equity Issues, i.e. SEBI, Companies Act, FDI etc.
- (ii) Indicate your expertise in handling the regulatory requirements and securing the required approvals from the concerned authorities.

6.4 Key personnel deployment for the work:(Weightage for evaluation 5/100)

- (i) To commit key personnel for the entire duration of the transaction to deliver in accordance with tight timetable requirements.

6.5 Strategy for the Equity Issues –Presentation: (Weightage for evaluation 30/100)

- i. Indicate intended approach to the proposed transactions including the sequencing of the transaction.
- ii. Indicate strength in organizing the Data Room and the due diligence required for the Equity Issues.
- iii. Demonstrate capability of preparing quality document to be filed with SEBI (preparation of the DRHP/ RHP/ PLACEMENT DOCUMENT) and other regulatory authorities in successful Equity issue.

Award of Marks Criteria/Evaluation Matrix

Parameter	Marks Allotted	
Experience of Equity Issues in India during the period from 1st April, 2019 to 30th June 2024	50	
Total Number of Issues handled (IPO/QIP/FPO, etc.)	Sub-Total 20 (Out of 50)	
• More than 10	20	
• More than 5 and upto 10	15	
• Upto 5	10	
Number of Equity Issues in Banking Sector	Sub-Total 20 (Out of 50)	
• More than 10	20	
• More than 5 and upto 10	15	
• More than 3 and upto 5	10	
• Upto 3	5	
Single Issue Size in Banking Sector	Sub-Total 10 (Out of 50)	
• More than Rs.5000 Crore	10	
• More than Rs.3000 Crore and upto Rs.5000 Crore	7	
• Less than or equal to Rs.3000 crore	5	
Team Strength & Commitment	(20)	
Commitment of the Core Team	Sub-Total 10 (Out of 20)	
• More than 5 professionals in the Core team proposed for Bank's QIP Issue	10	
• More than 3 and upto 5 Professionals in the Core Team proposed for Bank's QIP Issue	5	
• More than 2 and upto 3 Professionals in the Core Team proposed for Bank's QIP Issue	3	
Work experience of the each of the professional in the Core Team in respect of QIP/FPO/IPO etc. handled	Sub-Total 10 (Out of 20)	
• 7 years or more	10	
• Less than 7 years	5	
Presentation	(30)	
Presentation - Understanding of the Domestic & Overseas Regulatory framework, Legal due diligence, etc.	30	
Grand Total	100	

Note : Relevant document, duly certified by authorised signatory, for each of the parameters in support of evaluation matrix above.

7. PROCESS OF SELECTION

Process of selection will be in two stages. In the First Stage, the technical bids will be opened and evaluated first. Marks would be awarded to the Technical Bids as detailed in the Evaluation Matrix above. Only those bidders who qualify the technical bid stage shall be short-listed for Second Stage. 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.

1st STAGE

i) Technical bids shall be opened and eligibility of the bidders as prescribed in this RFP, will be evaluated first. Technical bids of only eligible bidders will be evaluated and marks will be awarded only to the eligible bidders.

ii) The Bidder who fulfil the eligibility criteria shall be called to make a presentation (15 minutes approx.), or alternatively through Video Conferencing, at the sole discretion of the Bank regarding their roadmap & modalities to complete the transaction and key highlights before the Tender Evaluation and Approval Committee at UCO Bank, 2 India Exchange Place, Kolkata - 700001. The Date and time schedule will be intimated to the respective eligible bidder(s) separately at e-mail ID provided by the bidder(s), soon after the opening of Technical Bids. Order of presentation will be in alphabetical order of the name of the bidder(s).

iii) Technical bid shall be evaluated based on credentials of bidder (s), expertise / experience in QIP/FPO/ or other permitted modes to raise the equity capital process, proposed methodology for the work and capacity of the bidder(s) and marks awarded as detailed in the Evaluation Matrix above.

iv) Bidder(s) scoring minimum 70% marks as per Evaluation Matrix above would be considered as technically qualified. Only bidders scoring at least 70 marks in the technical bids will be shortlisted. The evaluation procedures to be adopted in the bidding process will be at the sole discretion of Bank and the Bank is not liable to disclose the evaluation report or reasoning to the bidder.

If the Bank is not able to get adequate number of eligible bidders, the Bank shall have the discretion to lower the qualifying marks.

The Bank reserves the right not to accept any bid or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever. The cost of bidding and submission of RFP documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

Note: No weightage of the marks scored in the technical evaluation shall be given while evaluating Financial Bids.

Note : All the technically qualified bidders (i.e. those bidders scored atleast 70% marks or qualifying marks fixed by the bank in technical evaluation) will be empanelled for three years for the Bank from the date of opening of the financial bids.

2nd STAGE

Evaluation of Commercial Bids

On a given date, bidders, who have qualified technical bid stage, will be called for opening of financial bids. The final selection of the bidder shall be done based on L1 (bidder whose financial/commercial bid is the lowest amongst all the bidders). In case of tie among bidders in L1 category, the bidder scoring higher marks in the technical evaluation may be considered as successful bidder.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the Bids received in response to this RFP before submission of final bid. The decision of the Bank on the matter of selection of Law Firms/Legal Counsel shall be final & binding on all the concerned parties.

Note: Nil/ Negative commercial bid shall not be entertained by the Bank and liable to be summarily rejected.

8. CLARIFICATION TO RFP AND PRE-BID QUERIES:

7.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial no. of that of the RFP by mentioning the relevant page number and clause number of the RFP.

7.2. All communications regarding points requiring clarifications and any doubts should be sent through email at hosgr.calcutta@ucobank.co.in by the prospective bidders before 27.08.2024 (latest by 03.00 pm).

7.3. No oral or individual clarifications shall be entertained.

9. PRE-BID QUERIES

8.1 The Bank will consolidate all the pre bid queries received through email and the replies for the queries shall be made available to the bidders through e-mail. The clarification of the Bank in response to the queries raised by the Bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

8.2 Non receipt of reply/ clarifications to the queries raised by any of the prospective Bidders shall not be accepted as a valid reason for non- submission/delayed submission of Bid. In addition, non-reply to any query may not be deemed that the version of the Bidder as reflected in the query has been accepted by the Bank.

10. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid.

11. SUBMISSION OF PROPOSAL/BID

(i) The Technical Bid shall be submitted to Bank online as well as by tendering a sealed envelope containing following:

11.1. Envelope 1 (Sealed) super scribed as “Eligibility Certificates cum Technical Bid for Engagement of Legal Counsel (s) for proposed QIP” and should contain the following:

- Proof of payment of RFP fee in prescribed mode.
- Proof of depositing of EMD amount of Rs.5,00,000/- in UCO Bank's account 00020210002131 (IFSC – UCBA0000190) In case of EMD in the form of BG, Original Copy be submitted with technical bid in a separate envelope.
- RFP document along with annexure duly signed by Authorized signatory of bidder at the left bottom of every page.
- Duly executed undertaking mentioned in Annex-I, declaration and certification as per Annex-VI and Integrity Pact as prescribed in Annex-II.
- All relevant documents in support of their eligibility criteria and Evaluation Matrix.
- Detailed proposal highlighting the credentials in QIP/FPO/ or other permitted modes to raise equity capital.
- Experience in QIP/FPO/ or other permitted modes to raise equity capital of Scheduled Commercial Banks in India along with proof of delivery/ execution of work completed.
- Details of the total present strength & Infrastructure along with the core team proposed and their profiles to be dedicated for the transaction. Undertaking regarding the availability of core team proposed for the duration of the QIP transaction.
- Authority letter/Board Resolution authorizing the person of the bidder to sign the proposal and other documents viz. Certificate of Incorporation (in case of Company)/Registration certificate of the firm; PAN Card; GST Registration (if any) etc.

11.2. Envelope 2 (sealed) super-scribed as “Financial Bid for Engagement of Legal Counsel for proposed QIP” containing the Financial Bid as per **Annexure XI** to be opened only after the technical evaluation. Bidders are required to submit financial bid in electronic form using the e-tendering portal specified in Page- 5 (Point 15) in addition to hard copy submission. The financial bids of those bidders who qualify technically will be opened in the presence of the Bidders (Physically/virtually) at a pre notified date and time. The fee quoted by the Bidder should be inclusive of out-of-pocket expenses and all applicable taxes (but excluding GST). All bills would be raised in INR and payable in INR only after successful and satisfactory closure of the transaction. Bidders to note that no drop-dead fee would be payable i.e. No fee would be payable, if the issue does not fructify for any reason whatsoever.

Bidder should submit their bids well before time rather than waiting for last moment to avoid any technical glitches at their end.

The hard copy of technical bid/proposal can be submitted in a sealed envelope latest by 03.00 p.m on 10.09.2024, addressing to :

Company Secretary,UCO Bank, Head Office
Finance Department
No.2 India Exchange Place, 3rd Floor,Kolkata-700001

duly signed by the authorized officer of the Bidder and scanned copies to be uploaded on e-tendering portal. The sealed Bid envelopes may be delivered physically to Company Secretary at above address before the last date for submission.

Bidder's representative/s may be present at the place and venue well in time along with an authorization Letter in hand for each bid opening under this RFP. However, they will be given option to join through virtual mode.

11.3. No proposal will be entertained after the appointed time and date. The Bank will not be responsible for any postal/ courier delay. The proposals received after the appointed time and date will be rejected summarily and for which Bank shall not be liable or called for or answerable.

11.4 If the sealed envelope is not marked as instructed above, the Bank assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

11.5 In case the Bank extends the scheduled date of submission of the Proposal, the proposals shall be submitted within the extended date. All rights and obligations of the Bank and applicants will remain the same.

11.6 No modification in the Proposal shall be allowed, once it is submitted to the Bank.

11.7 The Bank reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons whatsoever and without any cost & compensation therefor. The decision of the Bank management in regard to the selection of Legal Counsel/Law firm/Companies will be final and absolute.

11.8 The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a Later stage, unless such assumptions, presumptions, modifications, terms, conditions, deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, presumptions, modifications, terms, conditions, deviation etc., in the Bidder's response to this RFP document.

11.9 If the Last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the Last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

12. MODIFICATION AND/OR WITHDRAWAL OF BIDS

i. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

ii. In case any Bidder makes any unsolicited communication in any manner, after Bid/Proposals have been opened, the Bid / Proposal submitted by the particular Bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

iii. Further, if the RFP has to be closed because of such rejection, and the RFP has to be re-tendered, then such Bidder, at the option of Bank, shall be disqualified and will not be allowed to bid in the re-tender process. In case of all disputes relating to the RFP and the matters arising and connected with the RFP, the Bidder shall make representation to Bank and the decision of Bank on any or all issues/ grievances raised by the Bidder shall be final, conclusive and binding and shall not be questioned or challenged by the disputing Bidder(s).

iv. In case any Bidder or any other person approaches external judicial authority like any Court or Forum or Tribunal and if the Bidder or any other person loses the case after adjudication for reason whatsoever or on merit or the Bidder or any other person opt for not to pursue the matter further and withdraw the matter before decision by such judicial body, the Bidder or any other person who initiated legal proceeding shall reimburse all the expenses incurred by Bank in litigation including traveling and associated costs to attend the matter, expenses incurred in obtaining legal advice, advocate fees to represent Bank in the matter, irrespective of the decision or decree or judgment or order of such judicial authority

v. It is clarified that any condition put forth by the Bidders, non-conforming the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith. The decision of Bank in this regard shall be final, conclusive and binding and shall not be questioned/ challenged by the Bidders.

vi. It may be noted by the Bidders that Bank at its sole discretion may temporarily or otherwise waive any minor informality or infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.

vii. Decision as to any arithmetical error manifest or otherwise in response to RFP shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/ challenged by the Bidder.

viii. Bank reserves the right to alter/re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. Bank further reserves the right to alter/re-issue/re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder(s) and shall not be questioned/ challenged by the Bidder.

13. CANCELLATION OF CONTRACT AND COMPENSATION

The Bank reserves that right to cancel the contract of the contracted law firm/bidder and recover expenditure incurred by the bank in the following circumstances:

- The selected law firm/bidder commits a breach of any of the terms and conditions of the tender / contract.
- The selected law firm/bidder become insolvent or goes into liquidation voluntarily or any application has been filed against the selected bidder under the provision of the IBC, 2016.
- The progress regarding execution of the contract, made by the selected law firm/bidder is found to be unsatisfactory.
- If the selected law firm/bidder fails to execute/complete the due performance of the assigned work in accordance with the agreed terms and conditions.
- Any other reason attributable to the law firm/bidder

In case it is found anytime during the course of the RFP process or at any time before the award of contract or after execution of the contract that one or more terms and conditions laid down in this request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information.

Bank at any time considers that the services of the selected bidder are in any manner deficient and/or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with successful bidder.

If it is detected at any stage that any form of canvassing/lobbying/exercise of influence/cartelization etc. has been put to use by the Bidder.

After the award of the contract, if the selected law firm/bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In such an event, the law firm/bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract.

14. AWARD OF CONTRACT

The shortlisted bidder will be issued a letter of award of contract by the Bank and such successful bidder shall execute engagement letter/Service Level Agreement, NDA and Integrity Pact as per the Performa (Annexure II) with the Bank within 3 days of issuance of letter of award by the Bank.

In case successful bidder fails to execute agreement/ SLA, NDA, Integrity Pact etc. as above the EMD amount will be forfeited/ BG will be invoked by the Bank and the bidder shall not have any claim on the EMD amount.

15. CONTRACT PERIOD

The contract and the appointment with selected bidder (L1 bidder) shall be for a period of 1 year from the date of agreement. However, the fee quoted is valid for the said period in

one or multiple tranches during the validity period of financial bid.

The validity period of appointment as Legal Counsel for the Bank is 1 year from the date of agreement for the said transactions in single or multiple tranches with the successful bidders.

All the technically qualified bidders (i.e. those bidders scored atleast 70% marks in technical evaluation or such marks decided by the bank's committee) will be empanelled for three years for the Bank from the date of opening of the financial bids.

16. SUB-CONTRACTING

The selected law firm/bidder shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires sub-contracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the law firm/bidder and the Bank will not pay any amount other than the profession fee accepted by the Bank.

17. EXECUTION OF SLA/NDA:

The selected law firm/bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and (b) Non-disclosure Agreement (NDA). The law firm/bidder should execute the SLA and NDA after acceptance of engagement.

18. PERFORMANCE BANK GUARANTEE

I. The successful vendor has to submit the Performance Bank Guarantee (PBG) at the time of execution of SLA, detailed as under:

- a) Vendor shall have to submit Performance Bank Guarantee amounting to **10 %** of the Contract value awarded to the vendor, within one month of acceptance of purchase order & initially valid for a period of 15 months with claim period of another **3 months**.
- b) The Bank Guarantee should be issued by any scheduled Commercial Bank other than UCO Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the contract by the successful vendor.
- d) In case vendor submits any false information or declaration letter during the period of contract, Bank shall invoke the Performance Bank Guarantee submitted by the vendor to recover penalty/damages.
- e) In case vendor fails to perform and to comply with the terms and conditions of this agreement, Bank shall invoke the Performance Bank Guarantee to recover the penalty, damages, Cost, expenses, liquidated damages etc.
- f) No interest on PBG will be paid by Bank.

II. On submission of PBG & execution of agreement mentioned in para 17 above, the EMD amount deposited with the Bank will be refunded/ BG will be returned.

19. PAYMENT TERMS

The payment to successful bidder shall be made on consolidated basis within 30 days of completion of process. In case of termination of engagement/ unsatisfactory service, Bank reserves the right to withhold/ deduct payment to be made to the successful bidder.

20. DISQUALIFICATION

Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder will result in disqualification of such Bidder.

In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this Request for Proposal has not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Legal Counsel. Also if the selected bidder has already been appointed as the Legal Counsel, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Bank to the selected bidder without the Bank being liable in any manner whatsoever to the Selected Bidder. This action will be without prejudice to any other right or remedy that may be available to the Bank under the bidding documents, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

Further, during the tenure of engagement of the legal counsel, in case Bank at any time considers that the services of legal counsel are in any manner deficient and/or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the Transaction, Bank shall have the right to terminate the engagement of such legal counsel without assigning any reason for the same.

21. ACCOUNTABILITY

The Bidder shall be accountable with respect to the following:

I. All the responsibilities indicated in Scope of works and any other activities that the Law Firm(s)/Legal Counsel shall perform in connection with the proposed QIP/FPO/ or other permitted modes to raise equity capital, process of UCO Bank.

II. In case of any/all disputes relating to the RFP and the matters arising in connection with the RFP, the bidder shall make representation to the BANK and the decision of the BANK on any or all points raised by the bidder(s) shall be final and binding on the bidder(s).

III The Law Firm(s)/Legal Counsel engaged shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the appointed(s) and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of work or outside the scope of work, vested under the engagement letter to be

issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the appointed Law Firm(s)/Legal Adviser, for transaction under the engagement letter to be issued for this RFP.

IV. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the selected bidders(s) shall be paid by the selected bidder(s) alone and the BANK shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the law Firm's/LA employee, agents, contractors, and subcontractors.

22. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of engagement letter with the successful Bidder.

23. EVALUATION OF OFFER

Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the LA which shall be for all the bidder, not limited to those selection criteria set out in this RFP.

24. CONFIDENTIALITY

The information subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of Banks shall be subject to the terms and conditions set out in this RFP and in engagement letter/agreement/contract to be executed by the Bank and shall be kept confidential by the bidders.

25. NO REPRESENTATION OR WARRANTY BY THE BANK

The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder(s) may make in case of failure to understand the terms and requirements of this RFP and responds to the RFP. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion. It is the Bidder(s) responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the RFP.

26. BANK'S DISCRETION

I. The Bank may at its sole discretion select and engage such number of Legal Counsel as it deems fit with requisite experience, who together will form a team and be called Legal Counsel.

II. The Bank shall be under no obligation to act upon the advice rendered by the Legal Counsel for the engagement of other intermediaries. The engagement made by the Bank shall be final and binding on all the Bidder(s).

27. AMENDMENT OF RFP DOCUMENTS

At any time prior to the last date and time for submission of bids, the Bank may, for any reason, modify the RFP Documents through amendments/ corrigendum at the sole discretion of the Bank. All amendments/corrigendum shall be uploaded on the Tender Section of Bank's website (<https://www.ucobank.com>) and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment, if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

28. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

BANK reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to issuance of award letter, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the BANK's action.

29. REJECTION OF BID

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

Rejection of Bid: -

The bid is liable to be rejected if,

- i) It is not in conformity with the instructions mentioned in this document.
- ii) It is not properly/duly signed and duly sealed and submitted.
- iii) It is received after expiry of due date and time.
- iv) It is incomplete including non-furnishing of the required documents.
- v) It is evasive or contains incorrect information.
- vi) If there is canvassing of any kind.
- vii) The whole process of selection of Law Firm for the proposed Equity issue by the Bank is strictly confidential. If at any stage of selection, any Law Firm or any of its officials is / are found to indulge in activities that compromises this confidentiality, necessary action, including legal proceedings, are liable to be initiated against such Law Firm besides summarily rejecting the candidature of the said Law Firm, without giving any reasons thereof.
- viii) In case any bidder or any of its officials makes any unsolicited communication in any manner, during the whole bidding process of proposed Equity issue, the proposal submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.
- ix) In case of all the disputes relating to the proposal arises, the Law Firm shall make representation to the Bank and the decision of the Bank on any or all the points raised by the Law Firm shall be final and binding on the Law Firm .

30. COST BORNE BY BIDDERS

a) All costs and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Bidder.

b) Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

31. ERRORS AND OMISSIONS

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document not later than time given for submission of Pre-Bid Query.

32. ACCEPTANCE OF TERMS

A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this document.

33. ASSIGNMENT

The successful bidder shall not assign, in whole or in part, its obligations to perform under this RFP/engagement letter, except with the Bank's prior written consent, after being declared as L1 bidder.

34. RESOLUTION OF DISPUTES

- a. The bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between Deputy General Manager, Finance Department, Head Office of the Bank and the Authorised Official of the bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Sole Arbitrator may be appointed by mutual consensus of both the parties. However, in case of disagreement for appointment of Sole Arbitrator, the parties may approach the competent court of law for adjudication of the disputes between them.
- c. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with this Contract

even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators shall be shared equally by the Parties unless the award otherwise provides.

The bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of this Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings

35. APPLICABLE LAW AND JURISDICTION OF COURT:

The Contract with the selected law firm/bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

36. FORCE MAJEURE:

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform /render /discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the law firm/bidder.

37. BID INTEGRITY

Wilful misrepresentation of any fact in the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank.

The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their proposal for the purpose of evaluation, to disclose the contents of their proposal to other Bidders and to disclose and/or use the contents of their proposal as the basis for RFP process.

To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) Policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is as per **Annexure — II.**

Signing of Integrity Pact (IP) with Bank would be one of the preliminary qualifications for further evaluation. Bidder willing to participate in this RFP shall submit duly stamped Integrity Pact on a stamp paper as applicable, as per Annexure - II attached with this RFP. Integrity pact shall be submitted by all the prospective bidders at the time of Bid submission or as per Bank's satisfaction. Non – submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground for bidder's disqualification to participate in the Bid process. For implementation of Integrity Pact (IP), Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC). Details of IEM are as under:

i) Shri Hare Krushna Dash House no.829, Sector -8 Gandhinagar, Gujarat Pin-382007 Email : hkdash184@hotmail.com	ii) Dr. Manoj Kumar Chhabra C-182 (3 rd Floor), Sarvodya Enclave, Malviya Nagar, New Delhi-110017 Email-mkchhabra10@gmail.com
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- ❖ IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- ❖ IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- ❖ Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meeting.

38. CONFIDENTIAL INFORMATION:

Confidential Information is any and all proprietary information, Bank data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank or any other information or data whether such data is permanent or otherwise disclosed by the Bank. Confidential information does not include

information that is or becomes lawfully available to the recipient prior to the Bank providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Bank's data values stored in computers will be considered confidential information whether or not marked as such.

As the successful law firm/bidder will have access to Bank specific information/ acquire business related knowledge which are sensitive, confidential etc., the law firm/bidder is required to sign confidentiality (non-Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person/s for any reason whatsoever. The successful law firm/bidder shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

39. PUBLICITY

Any publicity by the selected law firm/bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

40. VICARIOUS LIABILITY

(a) The selected law firm/bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected law firm/bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected law firm/bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected firm/company shall be paid by the selected law firm/bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected law firm/bidder employees, agents, contractors, subcontractors etc. The selected law firm/bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected firm/company's employees, agents, contractors, subcontractors, etc.

b) The selected law firm/bidder is no way permitted by virtue of this clause to engage agents, contractors, subcontractors etc. for accomplishing the assignment entrusted to such law firm/bidder. Engagement of any of these or an external expert shall be done only with the prior consent of the Bank in writing.

41. INDEMNITY

a. The selected Bidder shall keep and hold the BANK, its successors, Assignees and Administrators fully indemnified and harmless from time to time and at all times against loss, actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the selected Bidder;
- Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the selected bidder;
- Failure to make the allotment and placement diligently, accurately and in accordance with allotment criteria. The selected bidder shall indemnify the Bank with all the market price differentials, damages, costs, expenses which the Bank has to bear due to incidents of omission and commission of selected bidder, whether intentional or inadvertent.

b. Further, the selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc.

c. All indemnities shall survive notwithstanding expiry or termination of the contract and selected bidder shall continue to be liable under the indemnities.

d. An indemnity bond, as per Bank's format, has to be submitted by the selected bidder.

e. The written demand by the BANK as to the loss/damages shall be final, conclusive and binding on the selected bidders(s) and the selected bidder(s) shall be liable to pay on demand without any contestation/demur the actual amount of such loss/damages caused to the Bank subject to an upper limit equivalent to the total amount payable at contracted rate/paid for this assignment.

42. LIMITATION OF LIABILITY

a) The parties acknowledge that circumstances may arise where on account of a breach by the Bidder of the terms of this RFP and subsequent Agreement or other contractual or tortuous claim, the Bank may be entitled to damages from Bidder.

The Bidder's aggregate liability shall be subject to an overall limit of the total cost of the QIP project for the contract period including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs.

b) The Bank shall not be liable for lost revenues or profits or indirect, special or consequential costs or damages. The limits specified in clause above shall not apply to claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of either the prime bidder or any third party claims arising out of the actions of prime bidder.

c) Notwithstanding any limits to be prescribed under an agreement to be entered into with the Bidder and subject to indemnification and procedures, the Bidder should indemnify the Bank and its affiliates, officers, directors, employees, agents, successors and assignees at its expense by paying all cost, damages and attorney fees that a court awards or that are included in the settlement approved by the Bidder arising out of any claim based upon or in connection with any allegation of infringement by the Bidder or a sub-contractor of any third party intellectual right.

43. NON-TRANSFERABLE BID

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.

44. BIDDER OBLIGATION TO INFORM ITSELF

The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.

UCO Bank and its employees make no Representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Bank also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

45. 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.

46. PROFESSIONALISM

The law firm/bidder should provide professional, objective and impartial advice at all times and hold the Bank's paramount and should observe the highest standard of ethics while executing the assignment.

47. HIRING OF CERTIFIED SKILLED WORKFORCE

All the bidders are advised to give commitment to the effect that they would ensure that all their workers would be skilled through recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project at cost of the service provider/vendor.

48. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

The selected law firm/bidder shall comply with SEBI Regulations 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI guidelines and statutory provisions to ensure the success of the Equity issues of UCO Bank and all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

For UCO Bank

Sd/-

Sujoy Dutta
(Chief Financial Officer)

**UNDERTAKING FROM THE BIDDER
(ON THE LETTER HEAD OF THE BIDDER)**

To,
The Chief Financial Officer,
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata – 700001

Dear Sir

REG.: PROPOSAL/BID FOR ENGAGEMENT OF LEGAL COUNSEL TO ADVISE UCO BANK IN QIP

We submit our Bid Documents herewith. We understand that:

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute engagement letter/agreement at our cost, when called upon by the Bank to do so. Till such a formal engagement letter/agreement is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the work.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- We agree that we shall not, without informing the UCO Bank while being engaged by the UCO Bank as Legal Counsel, accept a written or a verbal mandate for any offering of equity of any other Bank's in India.
- Further we hereby undertake that the decision taken by the UCO Bank regarding the qualified Bidder shall be binding upon us.
- We hereby undertake that we will have no claim against UCO Bank whatsoever in case of discontinuation of the process of QIP to raise equity capital.
- If we do not accept or perform the contract after our selection as successful bidder, Bank shall have all rights to blacklist and debar us from participating in future processes and lodging complaint against us before concerned authorities including IBA and claiming damages.
- If at any point of time, our above undertaking is found to be incorrect, the Bank shall have full right and discretion to reject/terminate our bid/contract/engagement at any point of time without any prior notice without prejudice to any other right available to Bank against the bidder/ bidders in law or in equity.
- None of the family members of the partners of the bidders and advocates of the bidder firm are employed in the Bank except for those mentioned below:

Name of Bank Official and Designation	Name of relative in bidder firm	Relationship

- All documents and information provided by us are our sole responsibility and in case anything is found to be false/incorrect, we shall be solely liable for the same.

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

Date: -

Place:-

PRE-CONTRACT INTEGRITY PACT**1. General**

1.1 This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ (day) of the _____ month of _____ (YYYY), between, on one hand, UCO Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head Office at 10, BTM Sarani, Kolkata-700001, acting through Shri _____ Designation, Department (hereinafter referred to as the "BANK" which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer/Authorized Signatory (hereinafter called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns of the SECOND PART.

1.2 WHEREAS the BANK proposes to avail/engage the services of the BIDDER and BIDDER is willing to offer/has offered the service and

1.3 WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/LLP/registered export agency, constituted in accordance with the relevant law in the matter and the BANK is a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970.

1.4 WHEREAS the BIDDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Services proposed to be availed by BANK and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER liable for damages and replacement costs incurred by the BANK.

2. NOW, THEREFORE, BANK and the BIDDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER is appointed and turns out to be successful bidder in getting an assignment from Bank and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1 Enabling the BANK to avail the services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

2.2 Enabling BIDDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that BANK shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their

competitors and that all procurements shall be free from any blemish or stain of corruption and BANK stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follow:

3. Commitments of the BANK

3.1 The BANK undertakes that no officials of the BANK, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BANK will during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

3.3 All the officials of the BANK will report to the Bank/appropriate Government office or authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

4. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Bank/Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

4.3 The BIDDER further confirms and declares to BANK that the BIDDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to BANK or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BANK as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care less any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or Public Sector Banks in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealing".

6. EARNEST MONEY DEPOSIT

6.1 Every BIDDER shall deposit an amount as specified in RFP/Tender Documents as Earnest Money Deposit, with the BANK through the instruments as detailed in the RFP.

6.2 The Earnest Money Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP, including warranty period, whichever is later to the complete satisfaction of BANK.

6.3 In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BANK to the BIDDER on Earnest Money Deposit for the period of its currency.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BANK to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BANK and BANK shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv) To recover all sums already paid by BANK, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR of _____ (Name of the Bank/ Financial Institution) while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from BANK in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. BANK shall also be entitled to recover the replacement costs from BIDDER.
- v) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to BANK resulting from such cancellation/rescission and BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vi) To debar the BIDDER from participating in future bidding processes of BANK for a minimum

period of five years, which may be further extended at the discretion of BANK.

- vii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or broker with a view to securing the contract.
- viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BANK with the BIDDER, the same shall not be opened.
- ix) Forfeiture of the Performance Bond in case of a decision by BANK to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- x) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of BANK, and if he does so, BANK shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BANK resulting from such rescission and BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 BANK will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact, also in the event of commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of BANK to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. Independent External Monitor

8.1. BANK has appointed two Independent External Monitor (hereinafter referred to as Monitor) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

8.2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of BANK. The MONITOR may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

8.5. As soon as any event or incident of violation of this Pact is noticed by Monitor, or Monitor have reason to believe, a violation of this Pact, they will so inform the Management of BANK.

8.6. The BIDDER(s) accepts that the Monitor have the right to access without restriction to all Project /Procurement documentation of BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

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

9. FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar services was supplied by the BIDDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BANK and the BIDDER shall provide necessary information and document in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law and the courts at Kolkata shall have exclusive jurisdiction over the same.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both BANK and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BANK
Name of the Officer:

BIDDER

Designation:
Dept:

Witness

1. _____

2. _____

Witness

1. _____

2. _____

CONFIDENTIALITY - CUM – NON-DISCLOSURE AGREEMENT

This Confidentiality –cum- Non disclosure Agreement is entered, between

_____ a company/ LLP/ Partnership Firm within the meaning of Companies Act, 1956/ 2013, LLP Act, 2008 having its Registered Office at _____ and inter alia one of its office at _____ (herein after called 'Service Provider')

And

UCO Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 10, B T M Sarani, Kolkata - 700001 inter alia among others, one of its Finance Department at 2 India Exchange Place, Kolkata - 700001 (herein after referred to as 'Bank').

WHEREAS: -

i. Service provider inter-alia is engaged in the business of providing Legal Consultancy services in the field of Law related solutions & services to various business entities in India.

ii. Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to ("the Purpose") as more particularly described in Scope of work mentioned in Order No. Dated, executed between the Service Provider and Bank.

The Service Provider and Bank would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Order No. dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Arrangement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement.

Now this Agreement witnesses: -

1. Interpretation

In this Agreement "**Confidential Information**" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the "Disclosing Party".

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Proprietary Information

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

The Proprietary Information" shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties' actual or anticipated

business, research or development, or which is received in confidence by the disclosing party to the Recipient.

3. Confidentiality

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

4. Non-Disclosure of Proprietary and Confidential Information

For the period during the Agreement or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance; and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5. Limit on Obligations

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary and Confidential Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the disclosing Party and takes reasonable actions to avoid and/or minimize the extent of such disclosure.

6. Return of Documents

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary and Confidential Information of the other party. The obligation under this clause will not apply where it is necessary to retain any Confidential Information for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.

7. Communications

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

M/s _____

- 1.
- 2.

UCO Bank

- 1.
- 2.

8. Term and Termination

This Agreement shall be effective from the date hereof and shall continue for a period of 1 year or till the expiration or termination of this agreement as per the letter of engagement. However, the confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and/or delete or make reasonably inaccessible all electronic copies thereof.

Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

Notwithstanding termination/expiry of this Agreement, the obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable all the time.

9. Damages

(a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

(b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

(c) Vendor agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

(d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

(e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10. Arbitration & Governing Law:

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration through Sole Arbitrator mutually appointed by the parties to the dispute and in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a reasoned award. Any appeal/ application will be subject to the exclusive jurisdiction of courts at Kolkata. The bidder shall continue work during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained.

The venue of the arbitration shall be Kolkata and the language of Arbitration shall be English.

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

11. Permitted Disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

12. Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

13. No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

14. Remedies and Relief

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

15. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

16. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

17. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

18. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

19. Indemnity

Service Provider shall indemnify the Bank from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

20. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Kolkata.

21. Modification

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by Parties.

22. Miscellaneous

a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.

c) Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.

d) Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.

e) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

f) This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For _____

Authorised Signatory

Name

Designation

Place:

Date:

For UCO Bank

Authorised Signatory

Name

Designation

Place:

Date:

Witnesses:

1.

2.

Letter of Consent
(To be submitted on the Letter head of the Bidder)

Date:

To,
The Chief Financial Officer,
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata – 700001

Dear Sir/ Madam,

Sub: Request For Proposal - for engagement of Legal Adviser(s) for proposed Qualified Institutions Placement (QIP)

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to get selected for providing our services as detailed in the above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The selection shall be binding on us and subject to the terms and conditions of the assignment.

Yours faithfully,

Date:

Place:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation :

Name of the organization :

Contact no. :

Declaration w.r.t. Details of Issue
(To be submitted on the Letter Head of the Bidder)

To,
The Chief Financial Officer,
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata – 700001

Dear Sir/ Madam,

Sub: Request For Proposal - Engagement of Legal Counsel for proposed Qualified Institutional Placement (QIP)

With reference to the captioned RFP, we confirm that our organization has **advised at least two (2) successful domestic equity issue (Initial Public Offer/Follow-on Public Offer/QIP (Qualified Institutional Placement) in BFSI segment during the preceding five years ending on 30th June 2024.**

The details of the issues are as under :

Name of the entity	Sector	Type of Issue (IPO/FPO/QIP)	Issue Size	Date of Issue	Type of Issue	Amount (Rs. In crore)

Note : Please furnish the details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or extracts of the relevant print-outs of Prime Database.

Yours faithfully,

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation :
Name of the organization :
Contact no. :

UNDERTAKING AND CERTIFICATION
(To be submitted on a non-judicial stamp paper of Rs.100)

To,
 The Chief Financial Officer,
 Finance Department,
 UCO Bank Head Office,
 2, India Exchange Place, 3rd Floor
 Kolkata – 700001

Sub : Request For Proposal – Engagement of Legal Counsel for proposed Qualified Institutional Placement (QIP)

With reference to the captioned RFP, we undertake and certify the following:

1. Our firm/company has neither been prohibited by any regulatory authority, court, tribunal, or any authority from offering services or acting as legal counsel, nor has it been blacklisted, debarred, or penalized by the Central Government, State Government, SEBI, RBI, PSBs, PSUs, or any other regulatory authority.
2. Our firm/company or any of its partners or associate is not in the Caution List of IBA/Bar Council/other financial/market regulators.
3. Our overseas office or firm has not been blacklisted/prohibited by any regulatory authority, court, tribunal or any authority of the foreign country from offering services or acting as legal counsel, nor has it been blacklisted, debarred, or penalized by the Government of that country or any other regulatory authority of that country.
4. No action has been initiated against our firm/company by any Government/Statutory agency /Regulatory authority with regard to financial irregularities in the past 5 years. Further, no past proceedings against our firm/company by any Government/Statutory agency /Regulatory authority with regard to financial irregularities is pending.
5. Our firm/company is agreeable to work with any of the Merchant Banker(s) and other intermediaries as decided by the Bank from time to time.
6. If during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.
7. Our firm/company and its various team members, partners and associates shall maintain the confidentiality of information provided by the bank.
8. There is no conviction by a Court of Law or indictment/adverse order or blacklisting by a regulatory or Governmental Authority or PSB/PSU against our firm/company or any of our partners/associates. There is no investigation pending against our firm/company or any of our partners/associates. There is no conflict of interest exists as on date except as disclosed explicitly.
9. If selected as Legal Counsel by the Bank, consent of our firm/company shall remain valid for the period up to 1 year from the date of execution of engagement agreement/Service Level Agreement (SLA) and will not withdraw midway from the whole process of QIPs transaction (in one or more tranche/s) till its completion.
10. The selected firm/company under this RFP would be required to sign the Integrity Pact (IP), Non-Disclosure Agreement and Engagement Agreement with the Bank. Failure to sign the same within the time stipulated by the Bank would make their selection null and void.

Date:
 Place:

Signature of the Authorized Signatory:
 Name of the Authorized Signatory:
 Designation :
 Name of the organization :
 Contact no. :

**Declaration w.r.t Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Government of India
(To be submitted on a non-judicial stamp paper of Rs.100)**

To,
The Chief Financial Officer,
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata - 700001

Dear Sir,

Sub : Request For Proposal - Engagement of Legal Counsel for proposed Qualified Institutional Placement (QIP)

With reference to the captioned RFP, we certify that:

As per the Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India, Department of Expenditure, Public Procurement Department, our organisation is not from a country which shares a land border with India.

OR

As per the Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India, Department of Expenditure, Public Procurement Department, our organisation being from a country which shares a land border with India is registered with the Competent Authority, i.e., Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) of Government of India. A copy of registration certificate is enclosed.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation :
Name of the organization :
Contact no. :

Proposal Form
(To be submitted on the Letter Head of the Bidder)

To,
 The Chief Financial Officer,
 Finance Department,
 UCO Bank Head Office,
 2, India Exchange Place, 3rd Floor
 Kolkata - 700001

Sub: Request For Proposal - Engagement of Legal Counsel for proposed Qualified Institutional Placement (QIP)

Having examined the RFP Document, we the undersigned, agree to offer our services for raising equity capital through Qualified Institutions Placement (QIP) in conformity with the requirements mentioned in the said RFP document.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the Scope of Work and in accordance with the time frames specified in the RFP document.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RFP terms and conditions and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". We shall ensure compliance of CVC guidelines issued or to be issued from time to time.

We understand that Bank is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing of response to the RFP Document and that Bank will not defray any expenses incurred by us in proposal.

We undertake not to form any cartel which may curtail the competition and hinder transparency of the entire process.

We are also aware that Bank has also right to re-issue/re-commence the bidding process, to which we do not have right to object and have no reservation in this regard. The decision of Bank in this regard shall be final, conclusive and binding upon us.

Date:
 Place:

Signature of the Authorized Signatory:
 Name of the Authorized Signatory:
 Designation :
 Name of the organization :
 Contact no. :

Technical Bid – Information
(To be submitted on the Letter Head of the Bidder)

Request For Proposal - Engagement of Legal Counsel for proposed Qualified Institutional Placement (QIP)

Name of the Bidder	
Address of Registered Office	
Date of incorporation of the Bidder	
Country of Incorporation	
Telephone/Mobile	
E-mail address	
Name and designation of the person authorized to submit the Proposal	
E-mail address	
References of few clients	Name- Address- Designation- Contact Phone Numbers- E-mail id:

Date:
Place:

Signature of the Authorized Signatory:
 Name of the Authorized Signatory:
 Designation :
 Name of the organization :
 Contact no. :

(To be submitted on the Letter Head of the Bidder)
Details of the Core Team for the proposed Assignment

TEAM COMPOSITION

Sl no.	Name of the team member	Qualifications	Designations	No. of Issues handled (IPO/QIP/FPO)	Proposed role in the team
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note : Please also provide Experience Details of Persons who will be the Core Team for the proposed assignment including CVs of all Key Professionals who would be entrusted with this assignment (if awarded by the Bank) and an undertaking regarding their availability for the duration specified in the RFP. Bidders may furnish additional details, if any. The Bank shall reserve the right to seek the change of resource personnel in case of need.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation :
Name of the organization :
Contact no. :

FORMAT OF FINANCIAL BID FOR ACTING AS LEGAL COUNSEL	
Name of the Legal Counsel/ Law Firm/Company	
Fee Quote for acting as Legal Counsel (INR only) excluding GST.	

Note: -

1. The fee quoted by prospective bidder will include the fees of International Law Firm and no extra fees will be paid by the Bank.
2. The fee quoted by the Bidder should be inclusive of out of pocket expenses and all applicable taxes (but excluding GST).

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

In accordance with your RFP no.. _____ Dated _____ M/s _____ constituted under _____ (Name of the Act) having its registered office at _____ (herein after Called _____ wish to participate in the said bid for RFP.

An irrevocable Financial Bank Guarantee (issued by a nationalized/scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to UCO Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs /- _____ Rupees (in words _____) valid up to _____.

We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by UCO Bank, the amount Rs. _____ Rupees (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to_____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words_____).

This Bank guarantee shall be valid up to_____. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before_____ hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2024 at _____

Signature of the Authorised Signatory of the Bank

Annexure-XIII

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

	Particulars	Documents Required	Documents submitted by the Bidder	Documents verified by the Bank
	RFP	All pages of RFP document duly signed and stamped by the Authorized Signatory		
	Authority Letter	Authority Letter/Board Resolution in favour of person signing the bid document.		
	Application fee	DD/Proof of Payment		
	EMD	BG as per Annexure given in this RFP/Proof of Payment of EMD		
	Undertaking from the Bidder	As per Annexure I		
	Letter of Consent	As per Annexure – IV		
	Constitutional Documents	Certificate of Incorporation, Copy of Articles and Memorandum of Association/ Partnership Deed or Proprietorship Deed as applicable.		
	GST and PAN details	Certified copy of GST and PAN card		
	Declaration(s)/Undertakings/Certification	As per Annexure – V, VI, VII		
	Proposal Form	As per Annexure VIII		
	Technical Bid Information	As per Annexure IX		
	Details of the Core Team	As per Annexure X along with CV's Details of other professionals who would provide backup support may also be indicated separately.		
	Presence of the Bidder in India	Proof of Address [such as copy of GST of State or UT where Office(s) are located / Utility Bill / other relevant documents] &		

		Details of the team working in the Office(s)		
	Consent letter of International Law Firm, in case of tie up.	The confirmation letter duly signed by the authorized signatory/Senior Counsel of the International Law Firm, be furnished along with the Proposal; in support of their willingness to be a part of the team of the domestic Law Firm.		
	Work handled during the period from 01.04.2019 to 30.06.2024	Invoices raised by the Bidder in respect of the issued handled/other equivalent documentary evidence documents.		
	Financial Bid Proposal	As per Annexure XI		
	Pre-Contract Integrity Pact	As per Annexure II		
	Non-Disclosure Agreement	As per Annexure III		
	Other Annexures	Annexure XIII & XV		

FORMAT FOR SENDING PRE- BID QUERIES

Sl no.	Page no. of RFP	Clause no.	Original RFP Clause	Bidder's Query
1				
2				
3				
4				
5				

Note: Pre-Bid queries should only be submitted at our email hosgr.calcutta@ucobank.co.in . No other mode of submission will be accepted.

UNDERTAKING LETTER PERTAINING TO TAXES AND TDS

We understand that Bank shall be placing Order to the Selected Bidder inclusive of all out of pocket expenses, taxes & levies etc.

We understand that Bank shall be deducting TDS as per the applicable laws for the payment made to Bidder.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Place:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation :

Name of the organization :

Contact no. :