



RFP Ref.no. UCO/HO/FIN/02/2024-25

Date: 19.07.2024

Request for Proposal For Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP) (e-tendering)

Last date of Submission of Proposals : 9th August 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 Book Running Lead Managers 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/02/2024-25 Dated: 19.07.2024
2	RFP Co-ordinator	Mr Vikash Gupta, Company Secretary
3	Brief Description of the RFP	Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional 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	Type of Bid	Merchant Banking Services/BRLM's
6	Consortium	Not allowed
7	Date of issue of RFP	19.07.2024
8	Last date and time of submission of Pre-Bid Queries through email	26.07.2024 upto 4.00 pm (Pre-bid queries should only be submitted at above email id.)
9	Pre-bid meeting date/time through Video Conference	29.07.2024 (12:30pm) (Meeting Link will be shared separately)
10	Last date and time of submission of Bid (Physical & e-tendering)	09.08.2024 upto 3.00 pm
11	Date and Time of opening of Technical Bid	09.08.2024 at 4.00 pm at the address mentioned at Point 3
12	Date and Time of Technical Presentation	Will be communicated separately
13	Date and Time of opening of Financial Bid	Will be communicated separately
14	No. of Envelopes to be submitted in hard copy apart from online uploading	Three sealed envelopes viz. Eligibility Certificates, Technical Bid and Financial Bid. Above three sealed envelopes will be inserted in single sealed Master Envelope
15	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.
16	Earnest Money Deposit (EMD)	Rs.5,00,000/- (Rupees Five lakh only) in the form of Bank Guarantee(BG)(issued by a nationalized / scheduled commercial Bank except UCO Bank) in favour of UCO Bank at Kolkata or by NEFT –

	<p>(EMD should not be clubbed with Application fee in case of payment by NEFT)</p>	<p>Bank A/c no – 00020210002131 IFSC – UCBA0000190</p> <p>BG should in the form of Annexure XV.</p> <p>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.</p>
17	<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-3)</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</p> <p>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.</p>

		<p>Registered Office at: #137/3, 'Honganasu' Kengari, Bangalore – 560060. Phone: - 080-49352000 / 40482000 Fax: - 080-49352034 Help Desk: Contact Person: Mr. Kushal Bose/ Mr. Biswajit Chakraborty Mobile no. 96747-58719/09674758723 (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.</p> <p>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</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p>
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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

Request for Proposal (“RFP”) for Selection of Book Running Lead Managers(BRLM’s) / Merchant Bankers 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 Hongkong and Singapore.

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. 4,50,007 Crore as on 31st March 2024. Global deposits and advances stood at Rs.2,63,130 Crore and Rs.1,86,877 crore respectively as on 31st March 2024. Operating Profit of the Bank for FY 2023-24 stood at Rs. 4576 crores as compared to Rs. 4341 crores in FY 2022-23. Bank has posted a Net Profit of Rs.1654 crores for FY 2023-24.

2. PROPOSAL

- 2.1 The Bank intends to tap capital markets for raising of equity capital upto Rs.2000 crore by way of QIP in one or more tranches. The issue size may vary based on various factors including but not limited to management discretion and the decision of the shareholders. The Bank intends to initiate the work relating to selection and appointment of Book Running Lead Manager (“**BRLM**”)/Merchant Bankers and other intermediaries to prepare the requisite documents and to undertake various activities in relation to the QIP.
- 2.2 The Bank invite proposals from interested registered category – I Merchant Bankers (hereinafter referred to as “Merchant Bankers/ Bidders/ BRLM/ Lead Managers) to act as BRLM in the proposed QIP of the Bank through this RFP document.
- 2.3 Proposals are hereby invited from Merchant Banker registered as such with the Securities and Exchange Board of India (SEBI) independently and not in consortium, having a valid certificate and experience and expertise in handling capital market issues, in the areas of Banking, Financial Services and Insurance (BFSI) space or Corporate space including Initial Public Offer (IPO) and Qualified Institutional Placement (QIP) and fulfilling eligibility criteria to assist and advise the Bank in the QIP process.
- 2.4 The Bank intends to select one or more Merchant Bankers subject to maximum of five Merchant Banker. However, the Bank will have the option to appoint additional Merchant Banker(s)/BRLM(s), if considered necessary at its sole discretion. The Bank's decision in this regard, will be final and binding on all the parties concerned. The BRLM's, in consultation with the issuer, will form a syndicate as required under the applicable law, guidelines and regulations. No. of Bidders will be decided after the final evaluation of bids. The Bank will have the option to appoint additional syndicate member(s) / Advisors/ Co – Manager(s) if considered necessary.

3. SCOPE OF WORK

The BRLM's will be required, *interalia*, to undertake tasks related to all aspects of the QIP 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**") and subject to related domestic and international legislations, including but not limited to, as mentioned below:-

- (i) Advise the Bank on the timing and the modalities of the QIP.
- (ii) Structure the QIP 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 2018, 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 and amended from time to time.
- (iii) Advise the bank on all matters related to the QIP transactions, including but not restricted to the following:
 - (a) 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,
 - (b) filing of returns or notices with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities;
 - (c) preparation of requisite literature for circulation, publication, etc. relating to the transaction.
- (iv) Identify and prepare list of potential investors in India and abroad with apparent interest and sufficient resources to garner subscription to the issue.
- (v) To manage the issue with the resources of adequate professional skill to ensure best outcome for the Bank
- (vi) Undertake due diligence activities and prepare the Draft Placement Document /Placement Document and completing all stipulated requirements and formalities of regulatory/statutory authorities.
- (vii) Undertake filing of the Draft Placement Document / Placement Document/ notice/ Returns/Declarations with Stock Exchanges.
- (vi) Guide, facilitate and advise on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.
- (vii) Assist in the valuation and best pricing of the issue.

- (viii) The Bidder shall work in coordination with Bank's legal team/Legal Counsels/Law Firms appointed by the Bank with respect to all legal issues (pre/post issue) for the completion of the Issue. If Bidder appoints other Legal Counsel, the cost of which will be borne by the Bidder.
- (ix) To conduct pre-market survey, domestic and international road shows to generate interest amongst prospective investors. Arranging meetings with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.
- (x) To assist in selection of intermediaries, if any, to be appointed by the Bank and coordinate the work of all intermediaries.
- (xi) To undertake market research, assist in the pricing of the Issue, allocation of shares and provide after sale support, etc.
- (xii) Prepare and approve the statutory advertisements for publication. The cost of the preparation will be borne by the BRLMs and the cost of publication will be borne by the Bank
- (xiii) Coordinate the work of intermediaries undertaking due diligence, drafting the Placement Documents for the QIP.
- (xiv) Co-ordinate the task of printing and distribution of stationery required for the QIP.
- (xv) Ensure completion of all post transaction related activities viz. Reconciliation of subscription amount along with Banking confirmations and the original applications, assisting the Bank in allotment of QIP at NSDL and CDSL within the due date, preparation of final documents and Listing of QIP with Stock Exchange(s) within the date, payment of interest on application / refunds, if any, within the due date, filing various statutory documents with SEBI / Stock Exchange. facilitating transfer of sale proceeds (to UCO Bank) and shares (to the shareholders) etc. and all other activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI (LODR) etc.
- (xvi) The BRLMs shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI Guidelines and statutory provisions including amendments from time to time to ensure the success of the Issue and further ensure that all related work/processes are complied with, as per applicable guidelines and statutory provisions.
- (xvii) To ensure timely completion of all post issue related activities.
- (xviii) Perform all other activities/responsibilities and render all assistance as may be required in connection with the QIP, to facilitate success of the QIP issue.

The assignment shall be considered complete and successful upon allotment of equity shares to the purchasers of shares upon receipt of QIP sale proceeds by the Bank and any other post issue support. The Post Issue activities are to be completed within the time stipulated by the Regulators / Law in force.

3.4. In order to ensure best returns to the Bank, the selected BRLMs (in case of multiple BRLMs) will be required to comply with the following conditions

3.4.1. Within two working days from the date of issue of the appointment letter, selected BRLMs will submit to the Bank :

a) The details of inter-se allocation of responsibilities ("Inter-Se") in relation to the QIP, amongst the BRLMs and/or their affiliates. The Inter-Se submitted by the selected Merchant bankers shall be evaluated by Bank and they may be required to make certain alterations and resubmit the Inter-Se. The revised Inter-Se should be submitted to Bank within 2 days of finalization of the revisions in the Inter-Se with the Bank. The revised Inter- Se, upon formal acceptance by Bank, shall become final and binding Inter-Se of action which the BRLMs would be required to implement;

b) A detailed strategy for reaching out to the investors so as to create awareness about participation in the QIP issue.

c) "Plan of Action" on each responsibility and tasks to be undertaken by the selected banker as a merchant banker in connection with the captioned QIP including but not limited to all the tasks as specified above in Scope and Responsibilities."

3.4.2. The Plan of Action submitted by the selected Merchant Bankers/ BRLMs shall be evaluated by the Bank and they may be required to make certain alterations and resubmit the Plan. The Revised Plan of Action should be submitted to Bank within 2 days of finalization of the revisions in the Plan of Action with the Bank.

3.4.3. The revised Plan of Action, upon formal acceptance by the Bank, shall become final and binding Plan of Action which the BRLMs would be required to implement.

3.4.4. The selected BRLMs will be required to provide regular updates as decided by the Bank, regarding the progress made on the final Plan of Action (as referred above) and the tasks undertaken (including follow-ups done) etc., during the preceding period and the course of action for the period after the day this update is being given.

3.4.5. The selected BRLMs will be required to ensure media management and PR so as to generate adequate publicity for the Bank within the realms as permitted by Securities and Exchange Board of India.

3.4.6. Further, after the closure of QIP issue, within 10 days of the T-day (T day being the QIP trading date), the selected BRLMs will be required to submit a self-appraisal on the Final Plan of Action that the Bank had accepted. Bank shall also evaluate the BRLMs' performance based on the Final Plan of Action and self -appraisal sent by the selected BRLMs.

NOTE: The Scope of work is only indicative & illustrative and will be eventually governed by the terms of Placement Agreement when the same is signed between UCO Bank and Merchant Banker(s).

4. ELIGIBILITY CRITERIA :

Eligibility criteria and the details of documents required to be submitted are as under:

S No	Eligibility Criteria	Documents required
1	The Bidder should be a registered Category-I Merchant Banker holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the subject assignment.	Certificate of Registration with SEBI as Category I Merchant Banker duly certified by the Whole Time Director/ Company Secretary/Other Authorised Signatory, duly authorised for the purpose.
2	The Bidder may be a Firm/Company registered as Merchant Banker, having office in India and/or abroad, with an existence of atleast 5 years as on 30 th June 2024 and the Core Team comprising of atleast three members having minimum experience of two years. In case of merger/acquisitions/ restructuring/Name change, the date of establishment of earlier original firm/entity, should be taken into account. No two entities joining together (JVs) specific to this project will be considered.	The copy of the certificate of incorporation and certificate of commencement of business or Registration Certificate along with notification/order of merger/restructuring etc., if applicable, certified by entity's Compliance Officer/ Company Secretary/Statutory Auditor
3	Bidders should have handled atleast three domestic equity issue (Initial Public Offering/ FPO/ Qualified Institutional Placement) in BFSI (Banking Financial Service & Insurance) space/ Corporate space aggregating to Rs. 1000 crore or more during the preceding five years as on 30 th June 2024 and out of which atleast one issue shall be of BFSI sector for an amount of Rs.250 Crores and above.	a. Details of issues handled during the period from 1st July, 2019 to 30 th June 2024 shall be submitted as per the Annexure IV A on the letter head of bidder, duly certified by the Whole Time Director/ Company Secretary /Other Authorised Signatory, duly authorised for the purpose. b. The details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or the extract from Prime Database or Bloomberg should be submitted, duly certified by Statuary Auditor / Company Secretary of the entity; and
4	The bidding Merchant Bankers should not have been prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or other statutory/ regulatory authority in the past 5 years or is pending.	A Declaration by the Whole Time Director/ Company Secretary /Other Authorized Signatory of the Company/firm, duly authorized for the purpose on a non-judicial stamp paper of Rs.100 as per Annexure - II

5	Bidder should undertake that no action has been initiated by SEBI/CVC/RBI or any other government/statutory agency with regard to any financial irregularities in the past 5 years.	
6.	As per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of Finance, Department of expenditure, bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.	Undertaking to be given as per the format given in Annexure XIII. Also Provide the latest shareholding pattern.

The selected Merchant Bankers would be required to sign the non-disclosure agreement with the Bank as per Annexure VIII. Failure to sign the same would make their appointment null and void.

The Bidder should be Class-I/II local supplier.

"Class-I/II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I/II local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. The "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

A certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the format as per **Annexure- XVI**

5. CONFLICT OF INTEREST

The Bidder shall not have a conflict of interest that may affect the Selection Process or the Assignment. Any Bidder found to have a conflict of Interest shall be disqualified. It is further clarified that:

- The Bank requires that the BRLM's provides professional, objective, and impartial advice and, at all times, holds the Bank's interest paramount, avoids conflicts with other assignments or its own interests and acts without any consideration for future work.
- The BRLM's shall not receive any remuneration in connection with the assignment except as provided in the contract.
- any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interest of the Bank.

6. BID PROCESS

6.1 Bid Document

- a) The interested eligible bidder may download the RFP document from the Tender Section of Bank's website at <https://www.ucobank.com>. RFP Document may also be downloaded from e-tendering portal (<https://www.tenderwizard.com/UCOBANK>)
- b) The bidder shall keep the bid valid upto 31.03.2025 If there is any downward revision in fees / cost, the bidder shall pass on the same to the Bank.

6.2 Application Money

The Bidder shall pay, along with Bids, an Application Money of Rs.5,000/- (Rupees Five Thousand only) Plus 18% GST. The application money should be paid by way of DD favouring "UCO Bank" payable at Kolkata or by NEFT (A/c – 00020210002131 and IFSC - UCBA0000190). The application money is non-refundable.

6.3 Earnest Money Deposit:

- a) The bidder shall submit, as a part of its bid, an Earnest Money Deposit (EMD) in the form of Bank Guarantee (issued by a nationalized / scheduled commercial Bank except UCO Bank) in favour of UCO Bank at Kolkata for an amount of Rs.5,00,000/- (Rupees Five Lakh only) or by NEFT in Bank A/c no – 00020210002131, IFSC – UCBA0000190)
- b) EMD must be submitted in a separate cover marked "EMD" along with the bid documents and shall be kept inside Envelope 1 as stated in clause 6.6 of this RFP.
- c) In the event of its non-submission, the bid will be rejected without any further correspondence.
- d) Unsuccessful bidder's EMD will be returned without interest, 15 days after the Bank entering into consultancy agreement with successful bidder. The EMD of successful bidders will be refunded after completion of the validity of the Bid.
- e) The EMD made by the Bidder will be forfeited :
 - if the Bidder withdraws the bid during the validity of the bid specified in Point (b) of clause 6.1.
 - If the Bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or.
 - If the Bidder violates any of the provisions of the terms and conditions of this tender specification.
- f) Any decision of the Bank in this regard shall be final, conclusive and binding on BRLM's/firm/Company.

6.4. Clarification to RFP and Pre-Bid Queries:

6.4.1. 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 as per format provided under Annexure-17.

6.4.2. 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 26.07.2024 (latest by 04.00 pm).

6.4.3. No oral or individual clarifications shall be entertained.

6.5 Pre-Bid Queries

The Bank will consolidate all the pre bid queries received through email and the replies for the queries shall be made available on Bank's Website. 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.

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.

6.6 Submission of Proposal

Bidders are required to strictly submit their bids in electronic form on e-procurement portal as given Page 6 Point -17 latest by 09.08.2024 upto 3.00 pm. Hard copy to be sent to our office at the address given in Page 5 Point- 4 latest by 09.08.2024 upto 3.00 pm.

Envelope 1 (Sealed) super scribed as “Eligibility Certificates/Documents for selection process of BRLM for QIP” and should contain the following:

- i) Letter of Consent as per Annexure – I**
- ii) Undertaking as per Annexure- II**
- iii) Certified Copy of Board Resolution or Power of Attorney (POA) in favour of person signing the bid document. (format of POA given as Annexure-VI)**
- iv) Copy of valid certificate of Category-I Merchant Banker issued by SEBI, duly certified by the person authorized to sign the proposal.**
- v) Application Money (DD/NEFT) and EMD (BG/NEFT). In case of payment by NEFT, Bidder should specifically mention payment transaction id or UTR no. with date of payment on their letter head duly signed by authorised signatory.**
- vi) Certificate of Incorporation, Copy of Articles and Memorandum of Association. In case of Articles and Memorandum of Association, the scope of consultancy must indicate Merchant Banking services as business of the firm/company.**
- vii) Copy of GST Registration, latest Income tax return/PAN no.**
- viii) Other Annexures viz. Annexure IX, X, XI, XIII, XIV, XVI**

Envelope 2 (sealed) super-scribed as “Technical Bid for selection of Book Running Lead Managers (BRLM) for QIP”. The technical bid shall contain the following :

- All pages of this RFP along with corrigendum/addendum, if any, issued by the Bank, to be submitted duly stamped and signed by the authorized signatory of the Bidder.
- Technical Proposal Form as per **Annexure III** and **Annexure IV to IV F** to be opened in the presence of the Bidders. The Technical Bids should also contain detailed list / documentary proof in support of information furnished therein.
- Pre-Contract Integrity Pact as per **Annexure VII**
- Non-Disclosure Agreement as per **Annexure VIII**

Envelope 3 (sealed) super-scribed as “Financial Bid for selection of Book Running Lead Managers (BRLM) for QIP” containing the Financial Bid as per **Annexure–V** to be opened only after the technical evaluation. The financial bids of those bidders who qualify technically will be opened in the presence of the Bidders at a pre notified date and time.

The hard copy (in original)of proposal (all three envelopes) can be submitted in a master envelope latest by 3.00 p.m on **09.08.2024** , 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-procurement portal. The sealed Bid envelopes may be delivered physically to Company Secretary at above address between 10:00 a.m to 4.00 p.m on working days.

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, as per the format Annexure-IX.

6.7 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.

6.8 If the sealed envelope are 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.

6.9 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.

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

6.11 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 Merchant Bankers will be final and absolute.

6.12 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.

6.13 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.

7. CONTENTS OF THE BID DOCUMENTS

a) The Bidder must thoroughly study /analyse and properly understand the contents of this RFP document, its meaning and impact of the information contained therein. The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in case any correction are made, the same should be duly stamped and initialled /authenticated by the person/(s) signing the Bid.

b) Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

c) Nothing in this RFP or any addendum / corrigendum or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addendum, if any.

d) The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

e) The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

8. MODIFICATION TO THE RFP

At any time prior to the deadline for submission of bids, the Bank reserves the right to modify any part of this RFP document without providing any reason. Such change(s), if any, will be made available to the Bidders by way of corrigendum/addendum and shall be made available at the Tender Section of Bank's Website (www.ucobank.com). All such change(s) will automatically become part of this RFP and binding on all Applicants. The Bank, at its discretion, may extend the deadline for submission of bids in order to allow prospective Applicants a reasonable time to take the modification into account.

9. CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.

10. NON-TRANSFERABLE OFFER

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

11. CORRUPT AND FRAUDULENT PRACTICES

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

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

AND

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

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

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

12. ACCEPTANCE OF TERMS

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

13. AUTHORIZED SIGNATORY

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary or Power of Attorney duly stamped, authorizing on official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond as per **Annexure VI**

14. 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 — VII**.

Signing of 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 - VII 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) Dr. Rajan S Katoch A 91, Alkapuri, Bhopal Pin-462022 Email : rkatoch@nic.in	ii) Shri Hare Krushna Dash House no.829, Sector -8 Gandhinagar, Gujarat Pin-382007 Email : hkdash184@hotmail.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.

15. PROCEDURE FOR SELECTION OF BRLM's

15.1 Technical Bid

a) All bids shall be evaluated by the Evaluation Committee of the Bank formed for the purpose.

b) The Technical Bid should comprise of the following documents:

- All pages of this RFP along with corrigendum/addendum, if any, issued by the Bank, to be submitted duly stamped and signed by the authorized signatory of the Bidder.
- The Technical Bid shall be submitted in the format exactly as required in **Annexure III** and **Annexure – IV to IV F** ;
- CVs of all key professionals who would be entrusted with this assignment (if awarded by the Bank) to be included;
- An undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- It should be ensured that i) all documents are submitted and signed by the authorized signatory and ii) Technical Bid does not contain any price information. Such proposals if received will be rejected.

c) The Bank will scrutinize the bids received to determine whether they are complete as per RFP requirement, whether technical documentation as asked for and required, to evaluate the bid has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.

d) If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. The Bidder has to respond to the Bank and submit the relevant proof/supporting documents required against clarifications, if applicable. However, that would not entitle the Bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

e) The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank. However, no post bid clarification at the initiative of the Bidder shall be entertained.

f) Any request for clarification from the Bank will be in writing and no change in prices or substance of the Bid will be sought, offered or permitted. No post Bid clarification at the initiative of the Applicant shall be entertained.

g) The Bank reserves the right to reject any Proposal if the Bidder does not provide, within the time specified by the Bank, the supplemental information sought by the Bank for evaluation of the Proposal.

- h) The Bidder must provide specific and factual replies to the information sought in the RFP.
- i) If any Bidder believes that it can offer terms/responses that may be more favourable to the Bank than those set forth in the RFP, Bidder shall include such conditions in a labelled addendum to their response as an attachment to the proposal. However, Applicant must still complete all specifications as set out in the RFP.
- j) All pages of RFP should be stamped and signed by Authorized Signatory of the Applicant and to be submitted with the bids.
- k) The technical proposal will be evaluated as per the criteria & their respective scores shall be given based on the technical evaluation parameter fixed by the Bank.
- l) The Proposals are to be submitted in detail as indicated in the following sections. The weightage for evaluation of the Merchant Banker/BRLM in respect of each criterion has been indicated against each section.
- m) Any document/certification for the completion of the assignment that the Bidder may require from the Bank, to carry out the service, has to be furnished and indicated in the technical proposal. Any requirement of submission of any document from the Bank will not be entertained after awarding the contract.
- n) The Bidders securing technical score of 70 or more marks out of a total of 100 marks 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.
- o) 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.
- p) Bank would open the Financial Bids of only technically qualified bidders. The date and time of opening of the Financial Bids would be announced separately.

15.2 FINANCIAL BID

The Bank will open the Financial Bids of only technically qualified bidders. The Bidders are required to submit financial bid in the format as per **Annexure V** duly signed by the person authorized to sign the proposal. The fee quoted shall be unconditional and irrevocable. The Bidder is required to quote a fee in INR for the transaction.

Amount canvassed by the Bank through its own efforts from LIC and Public Sector Bank will not be considered for calculation/payment of fees.

15.3 Terms of Payment

There shall be no advance payments.

a. Payment; 90% of the agreed professional fees will be paid on the receipt of the proceeds of the QIP, by the Bank.

b. Retention Money: 10% of the Professional Fees amount will be retained by the Bank as Retention Money and the amount retained shall be paid after completion of all the formalities by the BRLM's.

c. No drop-dead fee i.e. No fee would be payable to any of the BRLM, if the issue does not fructify for any reason whatsoever.

(The Payment will be made by UCO Bank, Head Office Finance Department. However, all the payment shall be subject to receipt of the proceeds of the QIP and deduction of penalties, if any.)

15.4 Penalty

The Bank may charge penalty for any delay in the execution of the project due to reasons attributable to the BRLM's subject to a maximum of 10% of the fee agreed. The decision of the Bank will be regarded as final and binding to all the participating BRLMs.

16. SELECTION PROCEDURE

a) The Bidders meeting the eligibility criteria would be required to make a presentation (Maximum of 20 minutes) of their credentials, in the Proposal format prescribed (Annexure III), before the Committee at the Bank's Venue or through video conferencing. Maximum Two representatives would be allowed for presentations. The time schedule will be emailed separately at the contact e-mail id provided by the Bidders. Order of presentation will be decided by the Bank. 30 marks are assigned for Presentation.

b) The Technical Score will be calculated based on the Technical Evaluation Parameter mentioned below.

Sl no.	Evaluation Parameter		Marks (Total 100)	
1.	*Domestic and Global network and distribution strength (Domestic office is must)		10	
	Countries with sales team (Max. Marks): <ul style="list-style-type: none">• More than 3 Countries• 2 Countries• 1 Country	10 7 5	10	
	*Submission of Documentary proof(s) with respect to above by the Bidders is mandatory.			
2.	Experience in handling Domestic Equity capital Issues during the preceding 5 Years i.e. upto 30th June 2024 through IPO/FPO/QIP		45	

	a) Cumulative Issue Size handled (Max. marks) : <ul style="list-style-type: none"> More than 2500 crore More than 1500 crore upto 2500 crore Upto 1500 crore 	15 10 7	15	
	b) *Actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30 th June 2024 (Max. Marks): <ul style="list-style-type: none"> More than 50% of the cumulative issue size More than 30% and upto 50% of the cumulative issue size More than 20% and upto 30% of the cumulative issue size More than 10% and upto 20% of the cumulative issue size 	15 10 7 5	15	
	* Submission of supporting details for actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30 th June 2024, duly certified by the Authorised Signatory.			
	c) Number of issues handled during the preceding 5 years upto 30 th June 2024 (Max. Marks): <ul style="list-style-type: none"> More than 10 More than 7 and upto 10 More than 5 and upto 7 Atleast 1 and upto 5 	12 10 8 5	12	
	d) Number of issues in BFSI space (Max. marks) : <ul style="list-style-type: none"> More than 5 More than 3 upto 5 Atleast 1 upto 3 	3 2 1	3	
3.	Experience & Commitment of the Core Team proposed to be assigned for handling the Bank's Issue		15	
	a) Work Experience of the core team in respect of handling of IPO/FPO/QIP (Max. Marks) : <ul style="list-style-type: none"> More than 7 years More than 3 years upto 7 years Upto 3 years 	10 7 5	10	
	b) Commitment of the core team (Max. Marks) : <ul style="list-style-type: none"> More than 5 full time professionals in the core team More than 3 upto 5 full time professionals in the core team 	5 3	5	
4.	Technical Presentation (Max. Marks)		30	
	a) <u>Investor connect, relationship and track record</u> <ul style="list-style-type: none"> Strategy for marketing and identifying target Investors Group Understanding of Domestic and International Institutional Investors 			

	<p>b) <u>Understanding of UCO Bank</u></p> <ul style="list-style-type: none"> • Earlier transactions/deals done with UCO Bank • Positioning and value of the Bank <p>c) <u>SWOT Analysis of the BRLM/Merchant Banker</u></p> <p>d) <u>Research Coverage & Capabilities</u></p> <ul style="list-style-type: none"> • Research Strength indicating the number of Banks covered by the Research Team • Research Reports published on Banking and Financial Services Companies in India • Details of available infrastructure, manpower deployed in investment Banking (equity segment) & other relevant information <p>e) <u>Understanding of Regulatory Laws/Issues & Timelines of FPO/QIP</u></p> <ul style="list-style-type: none"> • Understanding the requirements of various regulatory agencies and various timelines related to proposed QIP of UCO Bank <p>f) <u>Mobilization Commitment (Rs. in crore)</u></p>			
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c) Techno-Commercial Evaluation –

1. The Bidders securing technical score of 70 or more marks out of a total of 100 marks would be considered as technically qualified.
In case, there is only one firm / company having technical score of 70 or more, the Bank may, at its discretion, also consider the next highest technical score with a minimum score of 60. In case, none of the participative firm/company qualifies on technical criteria to reach or exceed the cut-off score of 60, then the Bank, at its sole discretion, may lower the qualifying marks. The evaluation procedures to be adopted in the bidding process will be at the sole discretion of Bank.
2. The marks scored by shortlisted Bidders in the technical evaluation will then be given a weightage of 80%. Similarly, the Financial Bids of the Bidders will be given a weightage of 20%. The combined score of Technical and Financial Bids will determine the H1 (bidder scoring highest point / marks), H2, H3 and so on. The Bank will select the BRLM's who agree to undertake the assignment. The Bank will use waterfall (sequential ranking) for the next BRLM in case any shortlisted BRLM does not accept the appointment.
3. The Bank intends to ensure participation of a well-rounded mix of qualifying BRLM's both domestic and foreign in relation to the FPO/QIP. It is therefore intended that the process adopted for short-listing of Bidders will strive for a balanced representation of BRLM's as above. The mix of BRLM's would be subject to Bank's

sole discretion based on evaluation.

4. The bidder scoring the highest points/marks (H1) based on the above principles would be appointed for the transaction. The other evaluated BRLM's who are ranked as H2, H3 and so on in that order would be given a chance to match the fees quoted by H1 in case their prices higher than H1 and the parties who so accept the fees quoted by H1 will also be appointed till the required number of BRLM's are ascertained/reached. The Bank may consider at its sole discretion, selecting lesser number of Bidders for appointment as BRLM's.
5. **The fee quoted by H1 would be paid proportionately to appointed BRLMs based on their share of total amount allotted out of the amount mobilized by them.** However, if any selected BRLM has quoted a lower fee than the fee quoted by H1, in that case the concerned BRLM will get a fee quoted by them (i.e. Lower fees) divided by the number of BRLM's appointed for the transaction.
6. Left Lead will be decided on the Bank's discretion and that BRLM so selected will have the right to refuse the position of the Left Lead.

d). Illustration on Techno-Financial Evaluation of Bids

Technical Bid Evaluation

No. of Bids Received : 4

Sr .no.	Name of Bidder	Marks secured based on Technical Parameters (out of 100)	Technical Score
1	A	90	100.00*
2	B	82	91.11
3	C	75	83.33
4	D	87	96.66

*A has secured the highest marks in technical evaluation and therefore has been allocated 100 marks. The final technical scores of other Bidders will be computed as follows:

$$B = (100 \times 82) / 90 = 91.11$$

$$C = (100 \times 75) / 90 = 83.33$$

$$D = (100 \times 87) / 90 = 96.66$$

Financial Bid Evaluation

No. of Bids Received : 4

Sr .no.	Name of Bidder	Financial Bids (%)	Financial Score
1	A	1.75	54.29
2	B	1.20	79.17
3	C	1.05	90.48
4	D	0.95	100*

*D has quoted the lowest bid and therefore has been allocated 100 marks. The final financial scores of other Bidders will be computed as follows:

$$B = (100 \times 0.95) / 1.20 = 79.17$$

$$C = (100 \times 0.95) / 1.05 = 90.48$$

$$A = (100 \times 0.95) / 1.75 = 54.29$$

(Note : 80 % weightage to Technical score and 20% weightage to Financial Score)

Techno-Financial Score

		<u>Technical Score</u>	<u>Financial Score</u>	<u>Total Score</u>	<u>Status</u>
		Weightage 80%	Weightage 20%		
1	A	80.00	10.86	90.86	H3
2	B	78.89	15.83	94.72	H2
3	C	66.66	18.10	84.76	H4
4	D	77.33	20.00	97.33	H1

17. RESERVATION OF RIGHTS BY THE BANK

The Bank reserves the right to do the following with respect to RFP:

- Reject any or all proposals received in response to the RFP without giving any reason whatsoever
- Reject the proposals received in response to the RFP containing any deviation
- Waive or change any formalities, irregularities or inconsistencies in the RFP. The Committee constituted by the Bank for the intents and purposes of this RFP shall be sole judge of the materiality for the purpose of waiver.

- iv. Extend the time for submission of proposal
- v. Independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended services for similar assignment
- vi. Revoke/cancel the entire process including the selection, if done, at any time without further notice to the Bidder /selected Bidder.

18. 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.

ix. Engagement/ selection of any bidder may be cancelled by the Bank at its discretion including, but not limited to, under any of the following circumstances:

- The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or any application has been filed against the selected bidder under the provisions of IBC, 2016 or otherwise.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If the selected Bidder fails to execute/ complete the due performance of the assigned work in accordance with the agreed terms and conditions.
- In case Bank decides, due to any reasons whatsoever in its sole discretion, to call off, postpone, defer, cancel the issuance.

19. 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. In case of NIL or Negative bid.

viii. The whole process of selection of BRLM(s) for the proposed issue by the Bank is strictly confidential. If at any stage of selection, any BRLM 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 BRLM (s), besides summarily rejecting the candidature of the said BRLM, without giving any reasons thereof.

ix. In case any bidder or any of its officials makes any unsolicited communication in any manner, during the whole bidding process of proposed issue, the proposal submitted by

the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

x. In case of all the disputes relating to the proposal arises, the BRLM shall make representation to the Bank and the decision of the Bank on any or all the points raised by the BRLM shall be final and binding on the BRLM.

20. OTHER TERMS AND CONDITIONS

- a) The Bidders shall not have any right of appointment or claim monetary damages merely on their participation in the Bid selection process, final selection and any communications associated with the selection.
- b) Bidders are advised that the selection of BRLM's shall be on the basis of the Evaluation Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Evaluation Process will be given and that the Bank's decisions are without any right of appeal whatsoever.
- c) Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or concerning the Selection Process.
- d) The BRLM's engaged by the Bank will be accountable on their part for the service rendered to the Bank keeping in view of the norms of ethical business, professionalism and the fact that the service shall be rendered for a consideration as per the terms of the contract.
- e) The BRLM's shall undertake to co-operate fully with any legitimately provided/ constituted investigative body, conducting enquiry into processing or execution of the contract/ any other matter related with discharge of contractual obligations by the BRLM's.
- f) The BRLM's will avoid any conflict of interest while discharging contractual obligations and bring before-hand any possible instance of conflict of interest to the knowledge of the Bank.
- g) The BRLM's must act at all times, in the interest of the Bank and render any advice with professional integrity. The BRLM's must undertake the project only if it has capability to deliver efficient advice/ services to the Bank.
- h) The information contained in this document or subsequently provided to Bidders whether verbally or in writing by or on behalf of the Bank is confidential. The Bidders shall not share this information with any other party not connected with this RFP.
- i) All Bidders have to sign the code of integrity as provided in Annexure-VI and abide by it during the entire tenure of Assignment.
- j) The BRLM's shall declare if there was any instance in the last three years of transgression of any Code of Integrity on its part.

- k) The Bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- l) At any time prior to the last date and time for submission of bids, the Bank may, for any reason, modify the bidding documents through amendments at the sole discretion of the Bank.
- m) 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.
- n) If any information provided by any Bidder is found and/or proved to be incorrect or misleading, such bid shall be rejected/ disqualified. Such bidder may also be blacklisted for all future issues by the Bank.
- o) It may be noted that in case of calling off of the transaction by the Bank at any time after initiation of the capital raising process by the Merchant Bankers/ BRLMs, no fee will be payable by the Bank to the BRLMs except reimbursement of statutory fees & taxes paid, if any, by the BRLMs on behalf of the Bank, subject to production of documentary evidence.
- p) Further the Bidders shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank, its employees/ officers/ staff/personnel/ representatives/agents from all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder

The Bidders is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

- q) Publicity: The Bidder shall not advertise or publicly announce that he is undertaking work for UCO Bank without written consent of UCO Bank. In case of non-compliance of this clause the Bidder will be debarred for participating in any future tender / contract for a period as decided by the Bank.
- r) Inspection and Right to Audit by Bank and RBI/Statutory Authority: Bidder shall keep complete and accurate records of its activities in connection with the said contract. Bidder shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI)/Statutory authority/Regulatory authority and also

allow the Bank and RBI, their auditors, officers for inspecting, examining and auditing Bidder's records, whenever required by Bank/RBI. Bidder will co-operate with the RBI/Bank's internal or external auditor to assure a prompt and accurate audit. Bidder shall also correct any practices which are found to be deficient if pointed out by the RBI/Bank. The Bidder is aware that failure to provide the information called for within the stipulated time to the Bank/RBI may result in RBI imposing fine on the Bank /Bidder and the Bidder agrees that all such fine shall be paid by the Bidder irrespective of whether such fine is levied on the Bank or the Bidder. Payment of fine by Bidder shall not affect the right of the Bank/RBI to take other actions against the Bidder.

The terms of RFP shall be binding on the BRLM during the entire period of the assignment.

21. RIGHT TO VERIFICATION

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity / capabilities to perform the job.

22. Other Instructions

- i. The personnel involved for executing the assignment should have been involved in a similar assignment earlier. However, the Bank reserves the right to accept / reject /substitute the key personnel allocated for the project by the Merchant Bankers/BRLMs.
- ii. The bidder selected for the assignment should adhere to the quality standards of applicable regulatory guidelines in this regard.
- iii. The bidder selected for the assignment should treat as confidential all data and information about the Bank and subsidiaries/ strategic investments/ Associate/ Joint Venture obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the Bank.
- iv. All bids and supporting documentation shall be submitted in English only.
- v. The Bank will not return the bids/ responses to the RFP received. The information provided by the bidder(s) to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.
- vi. It is hereby clarified that the Bid/ response to the RFP should be submitted strictly in the format provided in the RFP without making any changes/ alterations. Any change/ alteration made to the RFP document by the bidder would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender. It is also clarified that in case of any difference/ change between Bid / response to the RFP document submitted by the Bidder and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the Bidder.
- vii. It may be noted that in case of calling off of the transaction by the Bank at any time after initiation of the capital raising process by the Merchant Bankers/ BRLMs, no fee will be

payable by the Bank to the BRLMs except reimbursement of statutory fees & taxes paid, if any, by the BRLMs on behalf of the Bank, subject to production of documentary evidence.

- viii. The BRLMs should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

23. COMPLIANCE WITH LAW

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

All the employees deployed by the bidder for the proposed scope of work must comply with Government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, SEBI, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act, 2000, as amended from time to time, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its

employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

24. 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.
- d. 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.

25. TERMINATION OF THE ASSIGNMENT:

- i) The Bank shall reserve the right to terminate the contract at any time by giving a seven (7) days written notice in case the BRLM's fail to complete the work as per the specification and satisfaction of the Bank. Nevertheless, the cancellation/termination of the release order by the Bank shall be at the risk and responsibility of the recipient/respondent.
- ii) The Bank shall be entitled to terminate the Contract at any time by giving notice in the event of default as under:
 - If the Bidder fails to deliver/undertake any or all of the services within the time period(s) specified in the contract/work schedule/request or any extension thereof granted by the Bank at its sole discretion.
 - If the Bidder fails to perform any other obligation(s) under the contract
- iii) The Bank may terminate the contract in whole or in part without prejudice to any other remedy as may be available for Breach of contract.
- iv) Further, during the course of engagement of the selected BRLM's for the QIP, at any point of time if Bank thinks that the selected BRLM's are not performing up to the expectations of Bank, then Bank shall have the right to terminate appointment of such BRLM(s) without assigning any reason and consequently Bank may either reallocate the work allotted to such BRLM's whose services are so terminated, to other selected BRLM's or alternatively appoint another BRLM after following the due process as may be decided and deemed fit by the Bank. In the above eventuality, the Bank shall reserve the right to get the remaining services by the another Bidder and the contracted bidder is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.
- v) The Bank may at any time terminate the Contract by giving written notice to the BRLM's, if the latter becomes bankrupt or otherwise insolvent. In such event, termination will be without payment of compensation to the BRLM's, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.
- vi) Termination for Convenience in addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/non-performance of the Bidder and/or for various reasons as detailed above, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving 7 days' notice to the Bidder. It is hereby clarified that the termination for convenience shall be without any compensation to the BRLM's and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the BRLM's shall not be entitled to terminate the contract. Termination is subject to the discretion of the Bank.

26. ACCOUNTABILITY

The Book running Lead Managers shall be accountable with respect to the following

- i. Holding valid registration certificate throughout the duration of the QIP in accordance with the provisions of the SEBI (Merchant Bankers) Regulations, 1992 as amended from time to time.
- ii. All the responsibilities indicated in Scope of work and any other activities that the Book Running Lead Managers may perform in connection with the QIP (including conducting road shows / investors' meet); and
- iii. All the other obligations required to undertake in accordance with the applicable provisions of the SEBI (Merchant Bankers) Regulations, 1992, as amended, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (including undertaking necessary due diligence) and the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP.

In case of violation of the any of the above-mentioned terms and conditions, the Bank shall have the right to terminate the engagement of the defaulting Book Running Lead Manager(s) in accordance with the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP and take any other legal action or recourse as may be available to the Bank under the applicable laws. BRLM shall be fully liable to UCO Bank for all cost, risk and consequences arising therein.

27. CONFIDENTIALITY & SECRECY

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

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

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

- To maintain and use the Information only for the purposes of the Contract and only as permitted by Bank;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents,

strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and

- To treat all Information as Confidential Information.

The bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Contract or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of the UCO Bank.

The bidder shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the bidder will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

Any document, other than the contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the performance under the contract, if so required by the Bank.

Conflict of interest: The Bidder shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the Vendor's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

28. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement with the successful Bidder.

29. EVALUATION OF OFFER

Each Bidder acknowledges and accepts that before the submission of final proposal/ bid, the Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the BRLM, not limited to those selection criteria set out in this RFP.

30. 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 Merchant Banker/ selling broker. Also if the Selected Bidder has already been appointed as the Merchant Banker/selling broker, 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 BRLMs, in case Bank at any time considers that the services of BRLMs 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 BRLM(s) without assigning any reason for the same.

31. 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 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.

While due care has been taken in the preparation of this document, the Bank will not be held responsible for any inaccuracy in the information provided herein. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of all such information contained in the RFP.

It is the Bidder's sole 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.

32. CONTRACT PERIOD

The contract shall be for a period of 12 months from the date of signing of the agreement. With the mutual consent of selected BRLM and Bank, this period can further be extended at the same cost.

33. BANK'S DISCRETION

i) The Bank may at its sole discretion select and appoint such number of Merchant Bankers as it deem fit with requisite experience in capital market issues, who together will form a team and be called BRLM's. The BRLM's, in consultation with the Bank, will form a syndicate as required under the SEBI Guidelines/Regulations.

ii) The Bank shall be under no obligation to act upon the advice rendered by the Merchant

Bankers for the appointment of the BRLM's and other intermediaries. The appointment made by the Bank shall be final and binding on all the Bidders.

iii) In case, if there is substantial change in the composition of the Team handling the QIP of the Bank which can significantly affect its execution, the Bank reserves its right to terminate the agreement with the said selected BRLM without any cost to Bank.

iv) If there is any dispute on deciding any matter relating to this RFP viz. fee payment, allocation etc., Bank's decision will be conclusive and final.

34. VICARIOUS LIABILITY

a) The selected BRLM is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. The selected BRLM shall be vicariously liable for any acts, deeds or things, done by their employees, agents etc., which are outside the scope of power vested or instructions issued by the Bank.

b) The selected Merchant Banker / BRLM shall be the principal employer of the employees, agents, engaged by the selected BRLM and shall be vicariously liable for all the acts, deeds or things whether the same is within the scope of power or outside the scope of power, vested under this RFP.

c) No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, etc. by the selected Merchant Banker / BRLM, for any assignment under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected BRLM shall be paid by the selected Merchant Banker / BRLM 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 Bidder's employee, agents etc.

35. INDEMNITY

a. The BRLMs shall keep and hold the Bank indemnified and harmless from time to time and at all times against all 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 BRLMs;
- Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BRLMs;
- 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 BRLMs 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 BRLMs shall continue to be liable under the indemnities.

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

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.

36. SUB- CONTRACTING

The selected BRLMs shall not subcontract 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 subcontracting, 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 BRLMs and the Bank will not pay any amount other than the fee agreed between the selected bidder and the Bank.

37. GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents that are exchanged between the parties shall be written in English.

38. 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 this QIP 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 wilful 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.

39. FORCE MAJEURE:

a) 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 control of parties i.e. Force Majeure.

b) For the purpose of this clause, "Force Majeure" is herein defined as any cause, which is beyond the control of the parties involved as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics and other government measures related to the these special events and as applicable to banking industry,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

c) 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.

d) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If 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.

d) Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the BRLM's firm/company.

40. APPLICABLE LAW & JURISDICTION OF COURT

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

41. AWARD OF CONTRACT

The Bank shall consider the 'Selection of Merchant Bankers/BRLM's, whose offers have been found technically and financially acceptable and evaluated as the most suitable by the Bank. The selected Merchant Bankers/BRLM's will have to enter into an Agreement with the Bank.

42. ERRORS AND OMISSIONS

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

43. NOTIFICATION OF AWARD

The acceptance of a bid, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the bidder in the tender response.

Any change of address of the Bidder, should therefore be promptly notified to:

The Chief Financial Officer,
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata - 700001
Email : hosgr.calcutta@ucobank.co.in

44. SIGNING OF AGREEMENT

The appointed Merchant Bankers/BRLM's will be required to enter into an Agreement as per Bank's prescribed format within stipulated time, as directed by the Bank, from the date of acceptance of the offer of the Bank. The failure, delay or evasion on the part of the successful bidder to execute the Agreement within the period mentioned will result in expiry of the validity of the bid. The confidentiality obligations shall be perpetual in case of termination of the Agreement on account of failure, delay or evasion on the part of the successful bidder to commence the project within 15 days from the date of notifying by the Bank, in addition to the termination of the agreement.

45. NON-DISCLOSURE AGREEMENT

By virtue of RFP process and subsequent Contract/Agreement, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per the following –

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. Bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract/Agreement to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That the bidder will strictly maintain the secrecy of Bank's data.

d. The selected Merchant Bankers/BRLM's shall be required to sign/execute a standard Non-Disclosure Agreement with the Bank in terms of **Annexure-VII** of this document. Failure to sign the same would make their selection null and void.

46. NOTICES

Notice or other communications given or required to be given under the contract/Agreement shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

47. COMPLETENESS OF THE PROJECT

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

48. NON-ASSIGNMENT

Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.

For UCO Bank

DGM & Chief Financial Officer
(Finance)

LETTER OF CONSENT

(on the letterhead of the Bidder)

Date :

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

Sub : Request For Proposal - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

1. We hereby express our willingness to participate in the Merchant Banker(s) selection process of Bank for its proposed QIP Issue as per the terms and conditions mentioned in the RFP No. _____ dated _____
2. We do agree to submit all the requisite documents as required by the Bank.
3. If selected as Merchant Banker(s)/Book Running Lead Managers by the Bank, our consent shall remain valid till completion of the assignment and we will not withdraw midway from the whole process of QIP transaction till its completion.
4. We are agreeable to finalize the agreements in mutual consultation with the Bank at the appropriate time.
5. We are agreeable to work with any other Merchant Banker(s)/Book Running Lead Manager(s) and other intermediaries as decided by the Bank from time to time.
6. We also agree that the whole process of selection of Merchant Banker(s) / Book Running Lead Manager(s) for the proposed QIP issuance by the Bank, any of our officials shall not compromise the confidentiality.
7. Contact Details (Phone & Official email ID of Authorised person) are as under:

Date:
Place:

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

DECLARATION

(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 - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

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

- i. Our organization has not been prohibited by any Statutory/Regulatory Authority in offering such services (Merchant Banking/ BRLM services provided/offered by the Bidders in terms of the RFP).
- ii. Our organization has not been blacklisted/debarred by any PSU, Central or State Govt. Undertaking in the past.
- iii. No action has been initiated against our organisation by SEBI/CVC/RBI or any other Govt./Statutory Authorities with regard to any financial irregularities.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation
Name of the organization :

PROPOSAL FORMAT**Sub : Request For Proposal - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)**

(I)	<p>Information about the Bidder/Applicant</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Date of Incorporation:</p> <p>Principal Place of Business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Applicant:-</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address</p> <p>Name of the Company or Firm:</p>
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Date:

Place:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation

Name of the organization :

TECHNICAL PROPOSAL

(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,

Sub : Request For Proposal - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

With respect to the RFP No. _____ dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for "Selection of Merchant Bankers / Book Running Lead Managers (BRLM'S) for Qualified Institutions Placement (QIP)"

- 1) The proposal is unconditional and unqualified.
- 2) All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3) This statement is made for the express purpose of appointment as the BRLM's for the aforesaid Assignment.
- 4) I/We shall make available to the Bank any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5) I/We acknowledge the right of the Bank to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) I/We certify that we have not been banned by any Central Government, any State Government, a statutory Bank, Public/ Private Sector Bank or a Public Sector Undertaking as the case may be from participating in any Project.
- 7) I/We certify that in the last three years, we have not been debarred by other Procuring Institution for transgressions of a Code of Integrity.
- 8) I/We declare that:
 - I/We have examined and have no reservations to the RFP Documents, including any Addendum/ Corrigendum issued by the Bank.
 - I/We have made a complete and careful examination of the RFP
 - I/We have received all relevant information requested from the Bank
 - I/We acknowledge and accept the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Bank or relating to any of the matters;

- I/We have satisfied ourselves about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - I/We agree that the Bank shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Bank.
 - I/We do not have any conflict of interest in accordance with Clause 5 of the RFP Document;
 - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Bank or any other public sector enterprise or any government, Central or State;
 - I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - I/We certify that we have not made any changes from the contents of the RFP document read with its amendments/ corrigendum/ clarifications provided by the Bank submitted by us in our proposal. It is further certified that the contents of our proposal are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify our proposal.
 - I/We hereby undertake that our firm's name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity
- 9) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the BRLM's, without incurring any liability to the Applicants in accordance with the RFP document.
- 10) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or Convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of BRLM's or in connection with the Selection Process itself in respect of the above mentioned Project.
- 12) I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the BRLM services for the Project is not awarded to me/us or our proposal is not opened or rejected.

- 13) A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith as **Annexure VI**
- 14) .
- 15) In the event of my/our firm being selected as the BRLM's, I/we agree to enter into Bank's Contract/ Agreement which will be on the lines of this RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 16) The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 17) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date:

Place:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation

Name of the organization :

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,

Sub : Request For Proposal - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

With reference to the captioned RFP, we confirm that our organisation has handled atleast three domestic equity issue (Initial Public Offering/ FPO/ Qualified Institutional Placement) in BFSI (Banking Financial Service & Insurance) space/ Corporate space aggregating to Rs.1000 crore or more during the proceeding five years as on 30th June 2024 and out of which atleast one issue shall be of BFSI sector for an amount of Rs.250 Crores and above.

The details of the Issues are as under :

Name of the Entity	Sector	Type of Issue (IPO/FPO/QIP etc.)	Issue Size	Date of issue	Type of Issue	Amount mobilised (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 or Bloomberg.

Date:

Place:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation

Name of the organization :

DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS PARTICIPATION BY BIDDER
(To be submitted on the Letter Head of the Bidder)

(Rs. in crore)

Parameters	1 st July 2019 to 30 th June 2020			1 st July 2020 to 30 th June 2021			1 st July 2021 to 30 th June 2022		
	Mandate	Value	% of mobilization	Mandate	Value	% of mobilization	Mandate	Value	% of mobilization
Domestic Equity									
Public Offerings									
Total									
International Equity									
Public Offerings									
Total									
Public Offerings pulled out / withdrawn Pre or Post Road show									
Total									

Parameters	1 st July 2022 to 30 th June 2023			1 st July 2023 to 30 th June 2024		
	Mandate	Value	% of mobilization	Mandate	Value	% of mobilization
Domestic Equity						
Public Offerings						
Total						
International Equity						
Public Offerings						
Total						
Public Offerings pulled out / withdrawn Pre or Post Road show						
Total						

Note: Please provide for all Issue types (IPO/FPO/RI/QIP) and list of Issues with a role as Left Lead Bank also in above mentioned format.

DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS (BFSI Sector)

(Rs. in crore)

Parameters	1 st July 2019 to 30 th June 2020			1 st July 2020 to 30 th June 2021			1 st July 2021 to 30 th June 2022		
	Mandate	Value	% of mobilization	Mandate	Value	% of mobilization	Mandate	Value	% of mobilization
Domestic Equity									
Public Offerings									
Total									
International Equity									
Public Offerings									
Total									
Public Offerings pulled out / withdrawn Pre or Post Road show									
Total									

Parameters	1 st July 2022 to 30 th June 2023			1 st July 2023 to 30 th June 2024		
	Mandate	Value	% of mobilization	Mandate	Value	% of mobilization
Domestic Equity						
Public Offerings						
Total						
International Equity						
Public Offerings						
Total						
Public Offerings pulled out / withdrawn Pre or Post Road show						
Total						

Note: Please provide for all issue types

Presence of the Firm in India - _____ years (Relevant Supporting documents)

**STATEMENT SHOWING DETAILS OF PUBLIC OFFERINGS MOBILIZATION DURING THE PERIOD
FROM 1ST JULY,2019 TO 30th June 2024**

Particulars	QIB		HNI		Retail		Amount (Cr)
	No. of Issues	Amount	No. of Issues	Amount	No. of Issues	Amount	
India							
IPO							
FPO							
QIP							
RIGHTS ISSUE							
TOTAL							

Mobilization Commitment on the QIP process

Committed amount of QIP - _____ (Rs. Crs)

STATEMENT SHOWING INFORMATION ABOUT THE ORGANISATION AND TEAM

A. Please furnish the organizational chart

B. Details of Team

Particulars	Total Years of Experience	Years of Experience with Present Organization	Location	No. of Issues Handled	Amount (Rs Cr)
IBD (International Banking Division) (Members)					
ECM (Equity Capital Market) (Members)					
Sales (Members)					
Research (Members)					

C. Details of Proposed Team to handle UCO Bank Issue:

Particulars	Total Years of Experience	Years of Experience with Present Organization	Location	No. of Issues Handled	Amount (Rs Cr)
IBD (Members)					
ECM (Members)					
Sales (Members)					
Research (Members)					

TEAM COMPOSITION

Sl no.	Name of the team member	Qualifications	Designations	No. of Issues handled (IPO/QIP/FPO)	Proposed role in the team	How the firm thinks that the team member is suitable for the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
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.

STATEMENT SHOWING RESEARCH REPORTS DETAIL

Research	Domestic Staff Strength (in Number)	No. of Research Publication	Date of Publication of Last Report	Rating	Target Price
A. Sectors					
1.					
2.					
3.					
4.					
5.					
B. BFSI Companies					
1.					
2.					
3.					
4.					
5.					

STATEMENT SHOWING LITIGATION, CONTINGENT LIABILITY & CONFLICT OF INTEREST**A. PENDING LITIGATIONS AND CONTINGENT LIABILITIES**

Sl no	Statute	Financial Year	Amount (Rs Cr)	Forum Where dispute is pending	Description

B. CONFLICT OF INTEREST

Sl no	Company	Type of Issue	Amount (Rs Cr)	Expected Issue Date	Description

To,
The Deputy General Manager & CFO
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata - 700001

Dear Sir,

SUB: FINANCIAL BID

With respect to the RFP No. UCO/HO/FIN/02/2024-25 dated 19.07.2024 for "Selection of Merchant Bankers / Book Running Lead Managers (BRLM'S) for Qualified Institutions Placement (QIP) ", we certify that we have read and understood the contents of the RFP. We unconditionally accept and abide by the terms & conditions specified therein.

Our financial bid is given hereunder:

Quotation title	Selection of Merchant Bankers/Book Running Lead Managers for raising of Capital through QIP
Name of Merchant Banker/BRLM	
Contact no.	
Contact Person	
Fee for acting as Book Running Lead Manager to QIP. (As percentage (%) of the amount mobilized and allotted* (inclusive of all taxes/duties except GST) plus GST**.)	

*Amount canvassed by the Bank through its own efforts from LIC and Public Sector Bank will not be considered for calculation/payment of fees.

** Goods and Service Tax at applicable rate on the fees will be paid by the Bank

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation
Name of the organization :

Note:

i) All the costs associated with the assignment are included in the Financial Proposal. No separate claims/ bills relating to the remuneration for all the Personnel (in the field, office etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys; technical investigations etc. will be entertained. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or Condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

ii) The Financial Proposal shall take into account all tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

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POWER OF ATTORNEY

Know all men by these presents, we, _____ (name of Firm/company/organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. _____ son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for 'Selection of Merchant Bankers / Book Running Lead Managers (BRLM'S) for Further Public Offer (Qualified Institutions Placement(QIP)' by the Bank including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Bank, representing us in all matters before the Bank, signing and executing all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Bank in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/ or upon award thereof to us till and including the entering into of the Agreement with the Bank.

AND

we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF 2020

For..... (Signature, name, Designation and address)

Witness :

1)

2)

Notarized

(Signature, name, Designation and address of Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of value as per State Laws and duly noted by a notary public.

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 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 The BIDDER agrees that if it makes incorrect statement on this subject, Bidder can be

disqualified from the tender/bid process or the contract, if already awarded can be terminated for such reason.

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

BIDDER

Name of the Officer:

Designation:

Dept:

Witness

1. _____

2. _____

Witness

1. _____

2. _____

NON- DISCLOSURE AGREEMENT

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only,)

This Non-Disclosure Agreement is entered into on this day of..... 2024

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

[Selected Bidder's name] a company incorporated under the Companies Act, 2013 and having its registered office at **[Please fill in address]** (hereinafter referred to as "**Company**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART;**

Bank and Company shall hereinafter be referred to as such or collectively as "**Parties**" and individually as "**Party**".

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into *[Please fill in details of proposed transaction]* ("**Proposed Transaction**");

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other's business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as "**Confidential Information**", more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. "**Confidential and or proprietary Information**" shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.

3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.

5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7. Confidential Information, however, shall not include any information which the Receiving Party can show:

- i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
- ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
- iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
- iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.

8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.

14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

i. years after the termination of the binding agreement

ii. years after the expiry of the binding agreement

(whichever is earlier)

15. Each Party warrants that it has the authority to enter into this Agreement.

16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

18. This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party."

19. All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after

the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Kolkata, India. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

20. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

21. The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

22. This Agreement will be governed by and construed in accordance with the laws of India and statutory modifications thereof from time to time. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of _____.

23. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party/Bank</i>	<i>Receiving Party/Company</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number</i>

24. The Agreement and/or any rights "This Agreement shall not be assigned either fully or in part by the Receiving Party to any third party without the prior written consent of Bank. Bank may at any time, in whole or in part, assign or transfer any of its rights, benefits and obligations under this Agreement to any third party without the consent of Receiving Party."

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

For and on behalf of

.....

(the Selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

AUTHORIZATION LETTER FORMAT

(To be presented by the authorized person at the time of Technical / Price Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No.

Date

To,
The Deputy General Manager & CFO
Finance Department,
UCO Bank Head Office,
2, India Exchange Place, 3rd Floor
Kolkata – 700001

Dear Sir,

Sub : Request For Proposal - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

Ref no.:

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organisation.

The spicemen signature is attested below :

Spicemen Signature of Representative

Signature of Authorizing Authority

Name & Designation of
Authorizing Authority :

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 :

COMPLIANCE STATEMENT

Sub : Request For Proposal - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

Ref no. :

1. Having examined Request for Bid including all response templates, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the end to end service for the Bank in conformity with the said RFP and in accordance with our bid and the schedule of Prices indicated in the Commercial Bid and made part of this bid.
2. If our Bid is accepted, we undertake to carry out the assignment as per laid down parameters.
3. We confirm that this offer is valid for 180 days from the date of opening of price bid.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract upon us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred / black listed by any regulatory / statutory authority and we have required approval for appointed as a BRLM's to provide the service to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the Bidding process and shall not use the information for any other purpose than the current Bid.
9. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this Offer in case the Bank is of the opinion that the required information is not provided or is provided in different format.
10. The Bidder represents and warrants that all necessary approvals, permissions and authorizations have been obtained to submit this response to the RFP.

Date:
Place:

Signature of the Authorized Signatory:
Name of the Authorized Signatory:
Designation :
Name of the organization :

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.

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 - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of 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 :

Annexure XIV**CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID**

Sl no.	Particulars	Documents Required	Documents submitted by the Bidder	Documents verified by the Bank
1	RFP	All pages of RFP document duly signed and stamped by the Authorized Signatory		
2	Certificate of Merchant Banker	Copy of valid certificate of Category-I Merchant Banker issued by SEBI		
3	Application fee	DD/Proof of Payment		
4	EMD	BG as per Annexure XV /Proof of Payment		
5	Letter of Consent	As per Annexure – I		
6	Constitutional Documents	Certificate of Incorporation, Copy of Articles and Memorandum of Association/ Partnership Deed or Proprietorship Deed, as applicable. In case of Articles and Memorandum of Association, the scope of consultancy must indicate Merchant Banking services as business of the firm/company.		
7	GST and PAN details	Certified copy of GST and PAN card		
8	Declaration on a NJ stamp paper of Rs.100/-	As per Annexure – II		
9	POA in favour of person signing the bid document	As per Annexure VI		
10	Technical Bid Proposal	As per Annexure III and Annexure IV to IV F		
11	Financial Bid Proposal	As per Annexure V		
12	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)		
13	Presence of Advisory team •Office in Kolkata with /without office elsewhere in India •Office in other places in India without Office in Kolkata			
14	Pre-Contract Integrity Pact on NJ Stamp Paper of Rs.500	As per Annexure VII		
15	Non-Disclosure Agreement	As per Annexure VIII		
16	Other Annexures*	Annexure IX,X,XI,XIII,XVI		
17	Copy of duly ticked Checklist	As per Annexure XIV		
18	Undertaking of Key Professionals regarding their availability for the duration specified in the RFP	--		
19	CV of all Key Professionals	--		

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 Punjab National 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 Bank

CERTIFICATION OF LOCAL CONTENT

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 - Selection of Book Running Lead Managers/ Merchant Bankers for raising of equity capital by way of Qualified Institutional Placement (QIP)

I/ We hereby declare that

M/s meets the "Local Content" requirement for "Class-I/Class-II Local Supplier", as required by the Bank in this tender specifications.

"Class-I/Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I Local Supplier" is minimum 50% and the "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Sign & Seal of

Statutory Auditor/cost auditor of the company (in the case of companies)
or

Practicing Cost Accountant or Practicing Chartered Accountant (in case of other than companies)