

**Request for Proposal (RFP)
For
Selection of Service Provider to obtain
Business Information Report for Credit Risk
Management (e-tendering)**



**Head Office
Risk Management Department
1st Floor, 10 BTM Sarani,
Kolkata-700 001**

RFP REF NO: UCO/HORM/01/2023-24 Date: 05/06/2023

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by UCO Bank for selection of service provider for obtaining information on Credit Risk Management (E-Tendering). It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for service provider's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the selected bidder.

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BID CONTROL SHEET

Tender Reference	UCO/HORM/01/2023-24 Date: 05/06/2023
Cost of Tender Document	Rs.4000/- (Rupees Four Thousand Only)
Date of issue of RFP	05/06/2023
Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh Only)
Pre-Bid queries submission Date	14/06/2023
Pre bid Meeting and Venue	16/06/2023 at 03:30 PM (Meeting would be done through Video-Conferencing)
Last Date and Time for receipts of tender bids	26/06/2023 at 04:00 PM
Opening of Technical Bids	26/06/2023 at 04:30 PM
Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
Website for Online RFP	https://www.ucobank.com & https://eauction.auctiontiger.net/EPROC/
Address of Communication	Chief Manager, UCO Bank, Head Office-1 Risk Management Department, 1st Floor,10 BTM Sarani Kolkata-700 001
Address for support for Online RFP/Process of submission of tender documents	<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 E-Procurement Technologies Limited through Website https://eauction.auctiontiger.net/EPROC/</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 bidderClarification, if any, sought by the BankOpening of Eligibility/Technical Bid by the BankOn-line evaluation by the Bank.Opening of Commercial Bid by the Bank & On-line evaluation. <p>Representatives of bidders will be given training for e- Tendering by the Service Provider, M/s E-Procurement Technologies Limited.</p> <p>* Bidders who wish to participate in online tenders will have to register with the website (https://eauction.auctiontiger.net/EPROC/)</p>

through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

* Following facilities shall be provided to registered bidders by the service provider M/s E-Procurement Technologies Limited:

Support to the Bidders for participating in the bids through e-tendering Website.

Call center 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.

f) 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 E-Procurement Technologies Limited at below mentioned address and they will assist them in procuring the same.

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 ProcureTiger Private Limited (PTPL), A-201-208, Wall Street-II, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat, India

Help Desk:

Contact Person: Mr. Nandan Valera Mobile no. 9081000427 / 9510813528 / 6354919566

(On working days-0900 hours–1800 hours) e-mail: nandan.v@eptl.in

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

	<p>g) 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>
<p>Email address</p>	<p>ho.creditrisk@ucobank.co.in Hitesh.k@procuretiger.com - nandan.v@eptl.in</p>
<p>Contact Telephone/Fax Numbers</p>	<p>Tel : 033-44558408/8068</p>
<p>Note: UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers. All document executed on non-judicial stamp paper should be submitted as a hardcopy on or before bid submission dated on the address provided in Bid Control Sheet, properly stamped as per prevalent Stamp Act. Bidders to ensure that there is no variation between documents uploaded in bidding portal and those that are physically submitted to bank.</p>	

Part-I

1. Introduction

UCO Bank, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata- 700001, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres, 2400 + ATMs & Cash Recycler Machines, 1000 + Passbook Printing Kiosk spread all over the country. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution. Latest state of art i.e. E-Banking & M-Banking solution to facilitate our customers to fulfil their banking need 24*7.

2. Objectives

The objective of the exercise is to procure services of Business Information Company (BIC) to Collect/Collate/Interpret/Analyse Various Data/Information about the Prospective Borrower/Nature of Business/Business Group and the peer group and about the related business environment as detailed under scope of work. The details of scope of work are mentioned in 'Part – IV'. UCO Bank invites bids from the prospective bidders having past proven experience and competence in the field of providing Business Information for Credit Risk management.

3. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those Bidders, who fulfill the following all eligibilities criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME & still categorized as MSME for the last 3 years as on RFP issuance date.	1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and

		any other tax related document if applicable is required to be submitted along with the eligibility bid. 6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2.	The Bidder should have a minimum annual turnover of Rs. 0.60 Crores per year for last three completed financial years (i.e. 2020-21, 2021-22 & 2022-23).	Copy of balance sheet of the financial years i.e. 2020-21, 2021-22 & 2022-23 should be submitted. Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years i.e. 2020-21, 2021-22 & 2022-23 should be submitted.
3.	Bidder should have positive net worth in each of the last three financial years (i.e. 2020-21, 2021-22 & 2022-23)	
4.	The bidder must be operational in India for minimum of three (3) years as on the date of RFP. यूको बँक UCO BANK	Self-Declaration/ Undertaking to this effect to be submitted by the bidder
5.	If bidder enjoying any credit facilities from any financial institution, bidder should not be reported under SMA-2 or NPA.	Self-Declaration/ Undertaking to this effect to be submitted by the bidder
6.	The bidder should be currently in the service of providing similar services to at least two scheduled commercial banks having more than 1000 branches, of which one must be a public sector bank. Scheduled commercial Banks do not include regional rural Banks, Payment Banks and cooperative Banks.	Proof of Client Certificate is to be submitted.
7.	The Bidder should have well equipped support office that provides support and maintenance for the offered solution on all working days.	Self-Declaration/Undertaking to this effect to be submitted by the bidder

8.	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority as on date of RFP issuance.	Annexure – V should be submitted.
9.	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Note: The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.

Part-II: Invitation for Bids and Instructions to Bidders

1. Invitation for Bids

UCO Bank invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced perspective bidders having proven capabilities and experience of providing Business Information Reports for Credit Risk Management. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to UCO Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3. Tender Document and Fee

A complete set of tender documents can be obtained from the address mentioned in bid control sheet during office hours on all working days on submission of a written application along with a non-refundable fee of Rs.4000/- (Rupees Four Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO Bank, payable at Kolkata.

The tender document may also be downloaded from the Bank's official website www.ucobank.com and <https://eauction.auctiontiger.net/EPROC>. The bidder downloading the tender document from the mentioned website is required to submit a non-refundable fee of Rs.4000/- (Rupees Four Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO Bank, payable at Kolkata, or NEFT at the time of submission of the bid, failing which the bid of the concerned bidder will be rejected.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-18700210000755	UCO Bank, Head Office-1
Account Name- M/s H O DIT	Risk Management Department,
Branch- DD Block, Salt Lake branch	1st Floor,10 BTM Sarani
IFSC- UCBA0001870	Kolkata-700 001
MICR-700028138	Phone No-03344558408/8068

4. Earnest Money Deposit Clause

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD (in the form of BG)
Request for Proposal (RFP) For Selection of Vendor to provide Business Information report for Credit Risk Management (E- Tendering)	Rs. 1,00,000/- (Rupees One Lakh Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of UCO Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). SFMS Confirmation shall be submitted along with the EMD document. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA).

The Earnest Money Deposit may be forfeited under the following circumstances:

- If the bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

e. In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of UCO BANK.
- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

5. Rejection of Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents /Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- h. Non-submission of Integrity Pact on stamp paper as per format given in **Annexure – XIII.**

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to ho.creditrisk@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's website. No individual correspondence will be accepted in this regard. Bidder needs to note that query needs to be sent in the Excel format only and specifically as per the format mentioned in the **Annexure XII.**

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

8. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addendum / corrigendum) for submission of bids, will be rejected and / or returned unopened to the bidder.

11. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

13. Disclaimer

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.

14. MSE bidder

Any enterprise registered under Udyam registration as Micro and Small Enterprise (MSEs), having valid Udyam registration certificate and/or Udyog Aadhaar (UAM) and category valid as on bid submission date are eligible to avail the benefits under the policy. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service.

A. Exemption:

To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, complex and critical services, procurement of product of high importance and urgent products etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.

B. Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price

band defined in relevant policy, such Seller shall be given opportunity to match L-1 price.

15. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

16. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

17. Cancellation of Tender Process

- a. 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.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

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

19. 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.

20. Address of Communication

Offers / bid should be addressed to the address given in bid control sheet.

21. Period of Bid Validity

Bids shall remain valid for **120 (One Hundred and Twenty)** days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its EMD. In any case the EMD of the bidders will be returned after completion of the process.

22. No Commitment to Accept Lowest or any Bid

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

23. Errors and Omissions

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

24. Acceptance of Terms

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

25. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose only the contents of the submission for the purpose of inter se competition among bidders, who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

26. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

27. Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

28. Clarifications on and Amendments to RFP Document

Prospective bidders may seek clarification on the RFP document by letter/fax/ e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification/Amendment, if any, will be notified on Bank's website.

29. Language of Bids

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

30. 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 along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and to correspond.

31. Submission of Offer - Two Bid System

UCO Bank will follow Two Bid System i.e., Separate Eligibility cum Technical bid & Commercial bid. Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact, Technical Bid – containing Technical Information, Masked Commercial Bid, Masked Bill of Materials & any other relevant document and Commercial Bid – containing Price Information.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the Bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be uploaded in the e-tendering portal along with all other documents as part of the Eligibility bid.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no. – (Total Page No.) and should contain tender reference no. and Bank's Name.

Note:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. Hard copy of Tender Fee, Earnest Money Deposit, Integrity Pact and documents executed on non-judicial stamp paper should be sent on the address given in the control sheet on or before bid submission date.

- c. Bidders to submit a masked commercial Bid i.e., by hiding price commercial bid as per Annexure –XVII with technical bid.
- d. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- e. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- f. The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- g. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- h. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- i. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- j. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- k. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

32. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason

- iii. Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, in respect of a particular contract, shall be operative from the date When IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings with UCO Bank. IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. A person signing IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter. Format of IP is attached as **Annexure – XIII** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- 1.** Shri Rajan S Katoch
A-91, Alkapuri, Bhopal, MP- 462022:
email: rkatoch@nic.in

- 2.** Shri Hare Krushna Dash
House.No.829, Sector 8
Gandhinagar- 382007, Gujarat
email: hkdash184@gmail.com

All pages of Integrity Pact (IP) must be signed, and stamped Integrity Pact (IP) should be deposited with Risk Management Department undertaken procurement at the address mentioned along with RFP document.

33. Preference to Make in India

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

Purchase Preference: In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

34. Restriction on Procurement Due to National Security

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate is to be attached with the Bid. **Certificate as per the Annexure-XXI** is to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any 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.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or.
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, who has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any

contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority.

35. Other Terms and Conditions

- i. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- ii. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- iii. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.  यूको बैंक UCO BANK
- iv. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- v. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- vi. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

Part-III: Bid Opening and Evaluation Criteria

- The Bank will evaluate the bid/s submitted by the bidder/s under this RFP by the appropriate committee of the bank.
- At the time of evaluation of RFP, the Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.
- Only eligible bidders, based on Eligibility Criteria mentioned in Clause 3 will be invited for a presentation comprising of the details of the proposed services to be made available to the Bank as detailed under SCOPE OF WORK on a specified date, time before the appointed committee of the Bank. The eligible bidders will be intimated about the date and time of presentation and will have to make their own travel and stay arrangements at their own cost. Bank will not bear the cost towards the same.
- If any of the bidders or all bidders who submitted the bid are not present during the specified date, time and venue of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the RFP in their absence.
- The preliminary scrutiny of the Bid/s received will be done to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirements, whether technical documentation as required to evaluate the offer has been submitted.

1. STAGES OF EVOLUTION

There will be a three stage process in Evaluation.

- 1) Eligibility Criteria
- 2) Technical Evaluation for Scope of Work
- 3) Commercial Bid(E-Tendering)

The Eligibility Criteria and Scope of Work would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria and Scope of Work as mentioned in RFP, will be shortlisted for the commercial bid (Reverse Auction Process).

Bidders in compliance with eligibility criteria and scope of work mentioned in the RFP may be asked to conduct Proof of Concept (POC) on 10 borrowing entities within 7 days from the date of mail sent to these bidders. Details of the borrowing entities will be provided by the Bank.

After successful completion of POC the commercial bids will be opened only for those bidders who comply with the proof of concept (POC) as mentioned above and Award of Work. Bank may reject those bidders who do not comply with the proof of concept (POC) as mentioned above and Award of Work.

The Bank will adopt process for Reverse Auction of Commercial Bid (details provided in Annexure-XXIII). Only those Bidders will be eligible for Reverse Auction who qualifies in Eligibility Criteria and Scope of Work evaluation Process. Post Reverse Auction, Bidder shall submit the price breakup matching its final Reverse Auction price in the format of commercial bid (Annexure- XVIII). The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in Annexure- XVIII.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- Commercial evaluation will be done through a Reverse Auction as per the guidelines given in Annexure-XXIII
- L1 price will be determined after giving effect to arithmetical correction, if any.
- L1 bidder will be determined on the basis of the lowest price quoted in the final commercial bid (FCB).
- The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document.
- The indicative commercial bid shall be opened post the technical evaluation. The bids shall be opened only for the technically qualified bidders.
- The prices and other terms offered by the bidder must be firm for an acceptance period of 120 days from opening of the commercial bids.

Clarifications of Offers

- During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.

- The Bank may repeat this process of obtaining clarification till Bank is satisfied. The shortlisted bidders agree that they have no reservation or objection to participate in this process and extend their co-operation to the Bank by submitting the response to this RFP

2. NORMALIZATION OF BIDS:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process

3. REVERSE AUCTION

The Bidder Whose Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 vendor separately for each group. The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose. Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However, there would be no compulsion on the part of the Bank to necessarily accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders. On completion of the Reverse Auction, the

Bank will evaluate the resultant price for each item for respective group which will get precedence over the price offered in the indicative price bid submitted by bidders. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction for each item.



Part – IV: Scope of Work

Introduction

Bank is looking to engage the services of a reputed service provider who shall be responsible in providing Business Information Reports for Credit Risk Management of the Bank.

Borrowing Entity: -

1. Listing / Incorporation status (indicative of governance in borrowing entity)
2. Key Financial Ratios and their trends (incl. Debt equity Ratio, Interest Coverage Ratio, DSCR, Liquidity Ratio and Current Ratio)
3. Regulatory / Statutory non compliance and / or adverse regulatory action
4. Major Proceedings / litigation pending against the borrowing entity
5. External Rating (Latest)of borrowing entity
6. Frequent changes in Key Management Personnel / Statutory Auditors / Rating Agencies, if any, to be mentioned
7. Frequency of occurrence of defaults during past 2 years
8. Acceptable correlation of key financial ratios with those of peers, based on external data sources (publicly available data sources including information disclosed to exchange and MCA's company data base, as well as third party sources)
9. Unpaid Statutory dues and its trend
10. Indication of Risk Profile of the Company (Low, Medium, High, etc)
11. Conduct of the Facilities/New Facilities proposed
12. Extent of Un-hedged foreign currency exposure of the borrowing entity.
13. Industry average Contribution
14. Industry average ICR
15. Industry average EBIDTA (Excluding net other income)
16. Beta of the Scrip and trading volume as percentage to free float. Also provide the details of scrip in which index it belongs to
17. Details of funding options exercised by the Unit during last 5 years
18. Premium/discount if pricing of funding option (for funding raised during last 12 months)
19. Visibility of beneficial ownership
20. Quality of Board of the Company
21. Qualifications/Emphasis of Matter in Company's ABS

22. Holding Security
23. Frequency & Extent of borrowing from non-banking channels
24. Commitment to ongoing projects/Capex
25. Provisions made against the estimated liabilities as suggested by Statutory Auditors
26. No. of whistle blower complaints during the two years
27. Compliance with EPFO provisions (remitting within the designated time)
28. Position of provision for liabilities like gratuity etc. is done on actuarial basis
29. Write Off Position
30. Existence of Current accounts with non- lenders
Promoters & Group Entities: -
31. Complexity/Details of the Group structure (number of layers between the Promoter and the Borrowing Entity)
32. Materiality of existing and projected revenue / expenditure / investment transactions as well as extent of Cross Guarantees between the Borrowing & Group Entity.
33. History of Promoter(s) and Group Entities in respect of Default, incl. cross-default.
34. Key Financial Ratios and their trends for Group Entities.
35. External Rating of the Group Entities as well as External Rating Downgrades in related parties and / or Group Entities.
36. Pledge of Promoter Equity to Non – Lenders
37. Regulatory non-compliance and / or adverse regulatory action against Promoter(s) and Group Entities
38. Major Proceedings / Litigation pending against Promoter(s) and Group Entities
39. High Debt Share of Borrowing Entity in proportion to its Cash generation ability, vis-a-vis that for the Group. Viz., Debt/EBITDA ratio
40. List of activities of the Group
41. Sponsors experience in the industry of the company
42. New activities proposed to be entered/ or entered during last 12 months by the group
43. Location of beneficial Sponsor
44. Group Guarantees provided as % of Consolidated group net worth.
45. Share of overseas turnover of the Group
46. Disputes in the Promoter Group/Family etc.
47. Politically Exposed Status of the Promoter/s

48. History of resort to restructuring or settlement by, or initiation of CIRF against group entities.

Activity / Industry / Sector: -

49. Industry Sector outlook and health check taking into account Rating Agency reports.

50. Trend of Asset quality during past 3 years

51. Product / Market concentration risk

52. Adverse reports in Prints, Electronic and Social Media on the Sector

53. Degree of susceptibility to changes in regulatory / clearance norms

54. Quarterly / Half-Yearly / Annual financial results of listed/unlisted Companies

55. External Events and Macro Economic triggers

56. Data made available by the vendor may be integrated with our Internal Credit Rating system.

57. Status of Compliance regarding submission of GST Return

58. Industry Life cycle

NBFC: -

59. Trend in Capital to Risk Weighted Assets Ratio

60. Operation in multiple activities 

61. Overdue Receivables

62. Comparability of total outstanding liabilities to Loan Book with Peers.

63. Net Interest Margin

64. Loan Book to total Assets

Factors specific for overseas borrowers: -

65. Adjusted net worth

66. Internal country risk and geo-political risk for - Registration country, countries that are major contributors to revenue, country of operations in the proposal

67. Currency risk

68. Stock exchange of listing

69. Rating from foreign CICs

70. Industry delinquency rate in proposal country

71. Any adverse reporting in external reports (e.g. Dun & Bradstreet) for unrated foreign companies

72. Any adverse reporting in due diligence reports for unlisted companies from local agencies

Factors Specific for Infrastructure Projects: -

73. Number of clearances required/obtained and pending for the project
74. Time required for stabilization of the project (in years)
75. Expected life of the project (in years)
76. Expected cost and time overrun of the project (as % of initial estimate)
77. Status of financial closure for the project
78. Complexity of the project

Others: - MISCELLANEOUS

79. **The Data/Information as per the scope of work along with analysis should be made available at the Service Provider's Portal for viewing/downloading which can be accessed from multiple locations by authorized users, within 1-2 working days.**
80. **Request can be made through Service Provider's Portal and/or through email and such Data/Information should be made available both at the portal as well as through return mail, which should be downloadable in MS Word, Excel or PDF file formats, as per the Banks requirement.**
81. **200 Users located at different locations can access the portal. Admin user from Risk Management dept. should have users' activity report as and when required.**

MIS reports

82. **Comprehensive MIS reports including regulatory reports, Business MIS reports, analytical reports and Bank's customized reports should be made available**

Regulatory Compliance:

The solution proposed by the bidder should abide to the security requirements of the RBI, respective Government/ other regulatory agencies and the Bank. The bidder should assist the bank in adhering to compliance guidelines of the regulatory authorities and facilitate bank. The bidder should ensure that all the regulations of Information Technology Act, 2000 as amended from time to time, are being adhered to.

Customer support:

Bidder should be well equipped and provide 24x7x365 support to the Bank unconditionally during the contract period at no additional cost.

Bidder should be able to handle all the queries at L1 level with Nil to minimal involvement of the Bank personnel.

The resources deployed will be Single Point of Contact (SPOC) who will understand the requirement of bank and make the necessary changes/ customization of Business Information Report on-going basis.

Part-V

1. Order Details

The purchase order will be placed by UCO Bank Head Office, Risk Management Department in the name of selected bidder as per requirement. The payment will be made by Head Office, Risk Management Department and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Schedule of implementation

The proposed service to provide Business Information Report for Credit Risk Management should be made available to Bank, as per required specifications, immediately on issuance of purchase order.

Any deliverable services, which have not been provided, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Bidder will have to pay late delivery charges to Bank @ 1% of the Monthly bill value.

3. Delivery and Implementation

The selected bidder has to ensure the delivery and implementation of the proposed services immediately on issuance of purchase order.

4. Contract Period

The selected bidder needs to execute a Service Level Agreement (SLA) with Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the services. The contract period will be for a period of three years (03) from the date of Issuance of Purchase order, which can be extended further for a period of two years (02) on mutual terms and conditions, as decided by the Bank. The performance of the selected bidder shall be reviewed every year. Any offer falling short of the contract validity period is liable for rejection.

The draft format of SLAs will be provided after acceptance of Letter of Intent (LOI) by the successful bidder.

5. Payment Terms

The payment will be released to the vendor as per the payment schedule defined as below:

- a. There will be no advance payments. There will be no interest on late payment.
- b. Payments will be made on monthly basis against monthly invoice.

In case of any discrepancy in the amount derived by the bidder and the amount derived by the Bank, clarification is to be submitted by the selected bidder to the satisfaction of the Bank. However, Bank's decision will be binding and final.

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

6. Penalty & Service level agreement (SLA)

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI.

The draft format of SLAs will be provided after acceptance of the Letter of Intent (LOI) by the successful bidder.

This section includes the SLAs, which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis.

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Definition of terms used in this section is as follows:

“Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.

“Incident” refers to any event / abnormalities in the functioning of the equipment /specified services that may lead to deterioration, disruption in normal operations of Banks' services.

"Resolution Time" shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported to the selected bidder through email/phone/SMS/other electronic form. The resolution time shall vary based on the category of the incident reported at the service desk.

"Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

"System downtime" subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and/or its customers log a call with the Bidder of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as "System downtime" The business hours are 24X7 on any calendar day.

Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near DR Site will be supported on 24x7 basis.

If any one or more of the components defined in "Critical" at the Data Centre, Disaster Recovery Facility and Near DR Site are down resulting in non-availability of Solution, then all the services listed in the "Critical" availability measurements table shall be considered for calculating the system downtime.

Typical Resolution time will be applicable if systems are not available to the Bank's users and customers and there is a denial of service.

Following are the requirements related to managing the service levels to be maintained in providing such services:

Service Level Agreement and Targets

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier

Service Level Measurement

- Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.

- The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs.
- Automated data capturing and reporting mechanism will be used for SLA reporting. The bidder has to leverage proposed monitoring tools to monitor and manage the Solution / IT Infrastructure.
- If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
- Bank will reserve the right to make changes in SLA, if changes done by regulatory authority or policy guidelines of Bank, so demands.

The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder

Penalty

- a. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- b. If any act or failure by the bidder under the agreement results in failure or inoperability of systems including loss /disclosure of Bank's data and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- c. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- d. The Bank shall implement all penalty clauses after giving due notice to the bidder.
- e. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- f. SLA violation will attract penalties.
- g. Notwithstanding anything contained above, no such penalty will be chargeable on the Vendor under the above clauses for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

- h. The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) for the entire contract period. Thereafter, the contract/purchase order may be cancelled, and Performance Bank Guarantee may be revoked.

7. Paying Authority

The payments which is/are inclusive of other taxes, fees etc. and exclusive of GST as per the Payment Schedule covered herein above shall be paid by Risk Management Department, UCO Bank, Head Office-I, Kolkata. However, Payment of the Bills would be released in INR only, on receipt of advice / confirmation /sign-off for delivery and commissioning as per the terms and conditions of RFP, live running and service report etc. after deducting all penalties.

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Monthly usage summary

8. Performance Bank Guarantee

The Vendor, within a period of fifteen (15) days from the date of Letter of Intent/Purchase Order, will have to furnish a Performance Bank Guarantee (Format as per **Annexure – IV** of the RFP), issued by any scheduled commercial Bank (other than UCO Bank) equivalent to 3% of the Project Cost/Total Cost of Ownership (TCO) valid for a period of 39 months (36 months + claim period of 3 months) indemnifying any loss to the Bank.

The Performance Bank Guarantee shall act as a security deposit and in case the Vendor is unable to commence the Project within the stipulated timeframe or the commencement of the Project is delayed beyond the acceptable levels, the Bank shall be entitled to invoke the Performance Bank Guarantee and forfeit the same, without notice or right of demur to the Vendor but only an intimation will be given to the vendor.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Vendor is not able to fulfill any and all conditions specified in this Agreement or is unable to complete the Project within the stipulated timeframe and such breach remains uncured within such period as mentioned in the Order Cancellation (Termination) clauses. This is independent of the Bank's discretion to exercise the right of Liquidated Damages.

The Vendor shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-Completion of the project and warranty period.

In the event this Agreement/Contract is getting extended/renewed, the Vendor shall have to extend the existing Performance Bank Guarantee equivalent to 3% of the

Project Cost/Total Cost of Ownership (TCO) for that period of the Agreement/Contract extended/renewed with three (3) months additional claim period.

The Bank shall not pay any interest on the Performance Bank Guarantee.

9. Price Validity

The selected bidder will be required to keep the price valid for the total period of contract. There shall be no increase in price for any reason whatsoever during the total contract period.

10. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

11. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers, and this shall be binding on all vendors.

12. Award of Contract

The bidder who qualifies in the technical evaluation will qualify for techno-commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

13. Taxes

a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.

c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.

d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder. Any increase or decrease in the rates of the applicable GST on account of changes in law shall be to the account of the Bank.

e. The payments which is/are inclusive of other taxes, fees etc. and exclusive of GST as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released in INR, on receipt of advice/ confirmation for delivery and commissioning as per the terms and conditions of RFP, live running and service report etc. after deducting all penalties.

f. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc., but exclusive of only applicable GST, which shall be paid/reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actual by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expenses.

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by 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 selected service provider 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 Agreement 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 selected service provider 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 selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a Non-Disclosure Agreement to the Bank as per Bank's format before or at the time of execution of the Service Level Agreement.

15. Compliance with Laws

The Vendor 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 there from.

All the employees/operator deployed by the Vendor for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC / RBI guidelines.

This indemnification is only a remedy for the Bank. The Vendor 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 Vendor 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 there from.

The Vendor 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 (as applicable to its scope) 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 Vendor.

The Vendor shall also provide a certificate from Statutory Auditor or Cost Auditor of the Company or from practicing Cost Accountant giving the percentage local contents as defined in PPP order issued by GOI from time to time and applicable for the said procurement/project.

16. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank 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,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

17. 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.

18. Order Cancellation

The Bank reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following circumstances, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

The selected Bidder/Vendor commits a material breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement/ SLA;

Here "MATERIAL BREACH" means "any one or more events, conditions or circumstances which, in the opinion of the Bank, could reasonably be expected to adversely affect in any material respect and the ability of the Vendor to observe or perform any of its material obligations under RFP/agreement/contract or the legality, validity, enforceability, priority or effectiveness of any of the Obligations of the Bidder".

a) The selected Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;

b) Serious discrepancy in the quality of service of selected Bidder/Vendor expected during the implementation, rollout and subsequent maintenance process;

c) The selected Bidder/Vendor goes into liquidation voluntarily or otherwise;

d) An attachment is levied or continues to be levied upon the selected Bidder/Vendor for a continuous period of 7 days upon the effects of the order;

e) The progress regarding execution of the order by the selected Bidder/Vendor is not as per the terms and conditions of the RFP;

f) Non-compliance by the selected Bidder/Vendor of the scope of the job;

g) Repetitive failure of the deployed personnel of the selected Bidder/Vendor to perform the job as per the terms and conditions of the RFP;

h) The selected Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.

i) On the events of data piracy/privacy/system failures/security failures by the selected Bidder/Vendor.

j) If deductions on account of liquidated damages or SLA exceed more than 10% of the total order price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

i. In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services, and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 10% of the original quoted cost for such deliverable.

ii. If the selected Bidder/Vendor does not perform as per the terms and

conditions of RFP or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 10% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.

iii. UCO Bank reserves the right to recover any dues payable by the selected Bidder/Vendor under the contract from any amount outstanding to the credit of the selected Bidder/Vendor, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.

iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the selected bidder/Vendor for implementation of project, would necessarily have to be returned to the Bank. If the selected Bidder/Vendor fails to return such payment within thirty (30) days, then the selected Bidder/Vendor have to return the amount to the Bank from the pending bills and payments or by any other means as would be notified by the Bank. Further, the selected Bidder/Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

v. The selected Bidder/Vendor shall be liable under this section if the contract/purchase order has been cancelled in case the sum total of penalties and deliverables exceeds 10% of the TCO.

In case of order cancellation/termination, Bank will notify the selected Bidder/Vendor within Ninety (90) days' notice period inclusive of Thirty (30) days cure period before cancellation/termination of the Order/Agreement. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of cure period of Thirty (30) days, if the selected Bidder/Vendor fails to cure within Thirty (30) days time the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause of this Agreement. Any other mode of communicating the termination/cancellation of the Agreement will be deemed to be invalid.

In the event of termination by the Bank the Bidder will be paid as per the terms and conditions of the RFP and for the milestone which are achieved and sign off by the Bank till the date of the termination.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the law(s) for the time being in force.

19. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

I. an act or omission of the Vendor and /or its employees, agents, subcontractors in performance of the obligations under this Contract; and/or

II. material breach of any of the terms of this Contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Contract; and/or,

III. Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the Vendor under this Contract; and/or

IV. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project applicable to Vendor's scope. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

I. The Bank notify the Vendor in writing immediately on becoming aware of such claim,

II. The Vendor has sole control of defence and all related settlement negotiations,

III. The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and

IV. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to

acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement;
 - Gross Negligence or wilful misconduct attributable to the Vendor, its employees, and agents
 - Material breach of any terms of this Contract, Representation or Warranty
 - Act or omission in performance of service. Further,
- I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- II. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Vendor as part of procurement under this Contract.
- IV. Under no circumstances bank shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if UCO Bank has been advised the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to Vendor for any consequential/ incidental, or indirect damages arising out of this Contract.

Indemnity would be limited to court; tribunal or arbitrator 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 Vendor shall not indemnify the Bank for

- I. Any loss of profits, revenue, contracts, or anticipated savings or
- II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services

provided/ obligation under this Contract and by the Vendor. Vendor shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The Vendor should indemnify the Bank (including its employees, directors representatives) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work.

20. Publicity

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

21. Privacy and Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

22. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

23. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery to provide Business Information Report for Credit Risk Management (E-Tendering). All Business Information Report for Credit Risk Management must be supplied in their originality and complete printable version.

24. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions:

- a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a period of fifteen (15) days of receipt of Letter of Intent/Purchase Order;
- b) Delay in offering on part of the vendor, as required under the Project;
- c) Delay on part of the vendor in commissioning the Project beyond the specified period;
- d) Delay on part of the vendor in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;

Bank will notify the selected bidder/Vendor with Ninety (90) days notice inclusive of a cure period of thirty (30) days before cancellation/termination. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of thirty (30) days, if the Vendor fails to cure within thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of Ninety (90) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid. In the event of termination, the Bank will pay the bidder as per the terms and conditions of the RFP and for the milestones achieved and sign off.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The

Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of six (6) to twelve (12) months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed/ rendered by the Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance, and facility management.

The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition. The Bank will pay the bidder as per the terms and conditions of the RFP and for the milestones achieved and sign off.

25. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice (90 days notice period) to the Bidder, if the Bidder becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. In the event of termination, the Bank will pay the bidder as per the terms and conditions of the RFP and for the milestones achieved and sign off

26. Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract which may lead to a material breach.

Here "MATERIAL BREACH" means "any one or more events, conditions or circumstances which, in opinion of the Bank, could reasonably be expected to adversely affect in any material respect in Selection of vendor for providing Business Information Report for Credit Risk Management (E-Tendering) and the ability of the Vendor to observe or perform any of its material obligations under RFP/agreement/contract or the legality, validity, enforceability, priority or effectiveness of any of the Obligations of the Bidder".

In case of Termination for Default, Bank will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Vendor fails to cure within Thirty

(30) days time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with the NOTICE Clause mentioned under the RFP/Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid. In the event of termination, the Bank will pay the bidder as per the terms and conditions of the RFP and for the milestones achieved and sign off

27. Termination for Convenience

The Bank, by written notice for a maximum period of ninety (90) days, sent to the vendor, may terminate the Contract/SLA, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Bank will pay the bidder till termination date for all the milestone achieved as per the terms and conditions of the RFP.

28. Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated terms of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations & conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s), which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Indemnity and pursue

such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

29. Signing of Contract

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Offer or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder undertake to execute Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

30. Technical Inspection and Performance Evaluation

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

31. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities at client side, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

However, in case of purpose of visit to inspect the facilities where the proposed solution is running, if so required then it will be informed in advance.

32. Dispute Resolution Mechanism

The Bidder and The Bank shall endeavor 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 of The Bank / Purchaser and the Authorized 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 Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. 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 the Contract/Agreement 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.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Bidder will also continue to get paid till the services are rendered per the Payment defined in the RFP.

33. Applicable Law and Jurisdiction of Court

The Contract 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).

34. Limitation of Liability

- i. For breach of any obligation mentioned in this Contract, subject to point no. (iii), in no event Vendor shall be liable for damages to the Bank arising under or in connection with this Contract for an amount exceeding the total project cost/contract value.
- ii. Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth shall not apply with respect to:
 - a. claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b. Damages occasioned by the gross negligence or wilful misconduct of Vendor.
 - c. Damages occasioned by Vendor for breach of confidentiality obligations.
 - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to Vendor's scope of work as identified in the project.
- iv. The Vendor shall not be liable to the Bank for –
 - a. Any loss of profits, revenue, contracts, or anticipated savings or
 - b. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claim made by Regulatory Authorities for reasons attributable to breach of services provided / obligation under this Contract and by the Vendor

35. Amendment(s) in the Contract/ Service Level Agreement

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s)etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

36. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised

a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

37. Services

- All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to Project Management, Training, Deployment methodologies etc.
- The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.
- Bidder should ensure that vendor's key personnel with relevant skills are always available to the Bank.
- Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.
- Bidder should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.

38. Blacklisting

Grounds for Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when – any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;

- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) withdrawal of a bid, or refusal to accept an award, or enter into contract with Bank without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- v) refusal or failure to furnish the required performance security within the prescribed time frame;
- vi) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- vii) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- viii) failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
 - a. Deployment of committed equipment, facilities, and
 - b. Assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank.

(C) Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor.

39. Non-disclosure

By virtue of Contract, 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 following: -

- a. That the bidder will treat the confidential information as confidential and the bidder 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. The survival confidentiality obligations shall be restricted for 3 years from the date of termination/expiration of the contract

- c. 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. That the 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 successful 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 to be entered into between the Bank and the bidder and will reasonably cooperate in seeking injunctive relieve against any such person.
- d. That if the bidder hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid for 3 years even after the termination or expiry of this agreement.
- e. That the bidder will strictly maintain secrecy of the Bank's data.

40. Notices



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

41. Non-Solicitation

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to solicit for employment directly or indirectly as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who

(i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

42. Non-Assignment

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank which consent shall not be unreasonably withheld by the Bank provided the assignee agrees to unconditionally accept the terms and conditions of the Agreement between Bank and the Vendor. Bank's consent is not necessary in case of assignment through merger, amalgamation etc. provided the new entity agrees to unconditionally accept the terms and conditions of the Agreement between Bank and the Vendor.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.



Annexure I - Tender Offer Forwarding Letter

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for "RFP for Selection of vendor to provide Business Information Report for Credit Risk Management" mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by the Bank, we undertake to Selection of vendor to provide Business Information Report for Credit Risk Management as per your purchase orders.

In the event of our selection by the Bank as vendor to provide Business Information Report for Credit Risk Management, we will submit a Performance Guarantee for a sum equivalent to 3% of the Project Cost to be valid for a period of three years in favour of UCO BANK effective from the month of execution of Service Level Agreement.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 120 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 120 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

1. DD No.....dated.....for Rs.4000.00 (Rupees Four Thousand only) as cost of RFP documents, and

2. BG No.....dated.....for 1,00,0000 (Rupees One Lakh only) as EMD

Dated this.....day of.....2023

Signature: _____

(In the Capacity of) _____

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

Place:

Date:

Designation:

Authorized Signatory:

Name:



Annexure II - General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location
 - i. Regd. Office:
 - ii. Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorized Signatory:
8. Share holding pattern:
9. Major change in Management in last three years

B. Financial Position of Bidder for the last three financial years

Particulars	2019-20	2020-21	2021-22
Profit after Tax			
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures.

C. Proposed Service details in brief

1. Description of service:
2. Details of similar service provided to organization in India specifying the number of Banks and branches

Details of Experience in the field of Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

Organization		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Place:

Date:

Signature of Bidder:

Name:

Business Address:

Annexure III - Format of Bank Guarantee (EMD)

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001

Dear Sir,

Ref: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

In response to your RFP for Selection of Vendor to provide Business Information Report for Credit Risk Management, M/s _____ having their registered office at _____ (hereinafter called the Vendor), wish to respond to the said Request for Proposal (RFP) for Selection of Vendor to provide Business Information Report for Credit Risk Management and to provide related services as listed in the RFP document.

Whereas the "Vendor" has submitted the proposal in response to RFP, we, theBank having our Head office.....hereby irrevocably guarantee an amount of/- (Rupees only) as EMD as required to be submitted by the "Vendor" as a condition for participation in the said process of RFP.

The EMD for which this guarantee is given is liable to be enforced/ invoked:

- a. If the bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner as per the terms and conditions of the RFP.

- To furnish Performance Bank Guarantee in the form and manner as per the terms and conditions of the RFP either at the time of or before the execution of Service Level Agreement (SLA).
- If the Vendor, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP

We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupeeswithout any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also other contingencies mentioned elsewhere in the RFP document and we shall pay the amount on any Demand made by UCO Bank, which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed(Rupeesonly).
2. This Bank guarantee will be valid up to ; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this day of.....at.....

Yours faithfully,

For and on behalf of
.....Bank

Authorised official

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).

Annexure IV - Performa for Performance Bank Guarantee

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD),Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s....., a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO Bank's purchase order/ Letter of Intent bearing no.dated issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only). We,..... [indicate the name of the Bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.

2. We, [indicate the name of the BANK issuing the bank guarantee], do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before.....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees) Only.
- b. This Bank Guarantee shall be valid upto.....and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

Dated the day of for [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

Bank Authorised Official

NOTE:

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the Bankers, before submission of the Bank guarantee.
2. Bidder guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.



Annexure V - Undertaking for Non-Blacklisting / Non-Debarment of The Bidder

(To be stamped as a declaration & duly attested by a notary)

Sub: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

1) I/We, Proprietor/Partner(s)/Director(s) of M/shereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.

2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.

3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.

4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of.....years w.e.f.to The period is subsisting/over on and now I/We is/are entitled to take part in Tender/Procurement.

5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.

6) I/We further agree that no legal action is pending against me/us for any cause in any legal jurisdiction which will affect my/our ability to carry out my obligations and perform my duties under the RFP and subsequent Contract/Agreement, if any

7) I/We undertake that adequate number of resources, if required by the Bank, will be

deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

(Deviation to the above if any, the Bidder must provide details of such action(s))

Signature (1)

(2)

(duly authorized to sign)

Name:.....

Capacity in which as executed:.....

Name & registered address of the Bidder:.....

Seal of the Bidder to be affixed



Annexure VI - Undertaking to abide by all by-laws / rules / regulations
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata- 700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at

do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref. No: UCO/HORM/01/2023-24 Date: 05/06/2023 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this.....day of....., 2023 .

Place:

For M/s[Seal and Signature(s) of the Authorized Signatory (s)]

Annexure VII - Central Minimum Wages Act & Labour Laws
(Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act & Labour Laws)

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor,10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

Further to our proposal dated in response to the Request for Proposal (Bank's tender No herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your Bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if Labour Commissioner imposes a penalty towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorised Signatory Designation

Bidder's corporate name

Place:

Date:

Annexure VIII – Undertaking for GST Law
(Undertaking Letter on the vendor's letterhead for GST Law)

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor,10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

Further to our proposal dated , in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions there under applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For..... Designation:

(Signature and seal of authorized person) Bidder's corporate name:

Place:

Date:

Annexure IX – Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

We understand that Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

This is to certify that the information furnished here in and as per the document submitted is true and accurate and nothing has concealed or tampered with.

We have gone through all the terms & conditions of the bid and we are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure X - Undertaking for No Deviation

**To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001**

Dear Sir,

Sub: RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

Further to our proposal dated..... , in response to the Request for Proposal (Bank's tenderherein after referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms, conditions / stipulations as contained in the RFP and the related addendums, and other documents including the changes made to the original tender documents if any, issued by the Bank. Any other extraneous matters or deviations do not bind the Bank, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We undertake to execute Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure XI - Certificate from Chartered Accountant

(signed & stamped) showing company's financial position in last 3 years
(annual turnover, profit / loss, net-worth etc.)

	2019-20	2020-21	2021-22
Turnover			
Profit / Loss			
Net worth			



Annexure XII - Pre-Bid query format

RFP for Selection of Service Provider to obtain Business Information Report for Credit Management (E-Tendering)

Format of Pre-Bid Queries to be submitted by the Bidder(s) To be e-mailed in excel format strictly

Name of the Bidder:

Name of the Contact Person of the Bidder: Contact
Number of the Contact Person: Email id of the Contact
Person:

RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder

Annexure XIII - Integrity Pact
(To be stamped as per the Stamp Law of the Respective State)

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to Selection of Vendor to provide Business Information Report for Credit Risk Management (E-Tendering) hereinafter referred to as Stores and / or Services. And M/shaving its registered office atrepresented by....., Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as - Party or collectively as the - parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for Selection of Vendor to provide Business Information Report for Credit Risk Management (E-Tendering) and the Bidder /Seller is one amongst several bidders/Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any. Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- (viii) For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- (ix) In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s)/sub-contractor(s).

The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Agents / Agency Commission The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer

will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

12. 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 provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.

This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.

Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

Changes and supplements need to be made in writing. Side agreements have not been made.

The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

15. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

16. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

17. The Parties here by sign this Integrity Pact.

BUYER
Signature:
Authorized Signatory

BIDDER /SELLER
Signature:
Authorized Signatory

Place:

Date

Witness:
(Name & Address)

Witness:
Name & Address

Annexure XIV - 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..... 2023

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

.....(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY** (Each of Bank and the vendor is sometimes referred to herein as a "Party" and together as the "Parties").

WHEREAS the Vendor/Receiving Party is inter alia engaged for Selection of Vendor to provide Business Information Report for Credit Risk Management (E-Tendering) as per the terms and conditions specified in the RFP Ref. No: UCO/DIT/3031/2022-23 Date: 23/03/2023. The Vendor/Receiving Party would be the single point of contact for this project.

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

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Selection of Vendor to provide Business Information Report for Credit Risk Management (E-Tendering)

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

Confidential Information. "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

1. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

2. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for contract period of Three years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

- (a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
- (b) The survival confidentiality obligations shall be restricted for 3 years from the date of termination/expiration of the contract.
- (c) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
- (d) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

3. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

- a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- f) is approved for release by written authorization of the Disclosing Party; or
- g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

4. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

5. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

6. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

Mit-50m

7. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraphs are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

8. Arbitration and Equitable Relief.

a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i. To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii. To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or

improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

9. Term: This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement, or from the date of expiry or termination of this Agreement, whichever date is later, (except for personal customer data which shall remain confidential forever).

10. No Formal Business Obligations: This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

11. General Provisions.

- a) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.
- b) Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.
- c) Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.
- d) Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.
- e) Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any

amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.



For and on behalf of

For and on behalf of

.....
(The selected bidder)

.....
(the selected vendor)

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:



Annexure XV - Eligibility Compliance

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

Sl. No.	Eligibility Criteria	(Proof of documents required/ must be submitted)	Compliance (Yes/No)
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME & still categorized as MSME for the last 3 years as on RFP issuance date.	<ol style="list-style-type: none"> 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. 6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME. 	
2.	The Bidder should have a minimum annual turnover of Rs. 0.60 Crores per year for last three completed financial years (i.e. 2020-21, 2021-22 & 2022-23).	<p>Copy of balance sheets of the financial years i.e. 2020-21, 2021-22 & 2022-23 should be submitted.</p> <p>Certificate from Chartered Accountant stating Turnover, Net worth and Profit/Loss for last three financial years i.e. 2020-21, 2021-22 & 2022-23 should be submitted.</p>	
3.	Bidder should have positive net worth in each of the last three financial years (i.e. 2020-21, 2021-22 & 2022-23)		
4.	The bidder must be operational in India for minimum of three (3) years as on the date of RFP.	Self-Declaration/ Undertaking to this effect to be submitted by the bidder	

5.	If bidder enjoying any credit facilities from any financial institution, bidder should not be reported under SMA-2 or NPA.	Self-Declaration/ Undertaking to this effect to be submitted by the bidder	
6.	The bidder should be currently in the service of providing similar services to at least two scheduled commercial banks having more than 1000 branches, of which one must be a public sector bank. Scheduled commercial Banks do not include regional rural Banks, Payment Banks and cooperative Banks.	Proof of Client Certificate is to be submitted.	
7.	The Bidder should have well equipped support office that provides support and maintenance for the offered solution on all working days.	Self-Declaration/Undertaking to this effect to be submitted by the bidder	
8.	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority as on date of RFP issuance.	Annexure – V should be submitted.	
9.	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory, regulatory, or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.	

Note: The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.



Annexure XVI - Functional & Technical Specification

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

All the solutions sought in technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (S / C) for each of the line items mentioned below:

Response	Description
S	Standard feature. Required feature readily available and to be provided by the bidder.
C	Customization should be completed within a period of 01 month from the date of placing requirement by Bank.

Sl. no.	Functional (Business Information)/ Technical requirement	S/C
Borrowing Entity: -		
1.	Listing / Incorporation status (indicative of governance in borrowing entity)	
2.	Key Financial Ratios and their trends (incl. Debt equity Ratio, Interest Coverage Ratio, DSCR, Liquidity Ratio and Current Ratio)	
3.	Regulatory / Statutory non-compliance and / or adverse regulatory action	
4.	Major Proceedings / litigation pending against the borrowing entity	
5.	External Rating (Latest) of the borrowing entity.	
6.	Frequent changes in Key Management Personnel / Statutory Auditors / Rating Agencies, if any, to be mentioned	
7.	Frequency of occurrence of defaults during past 2 years	
8.	Acceptable correlation of key financial ratios with those of peers, based on external data sources (publicly available data sources including information disclosed to exchange and MCA's company data base, as well as third party sources)	
9.	Unpaid Statutory dues and its trend	
10.	Indication of Risk Profile of the Company (Low, Medium, High, etc)	
11.	Conduct of the Facilities/New Facilities proposed	
12.	Extent of Un-hedged foreign currency exposure of the borrowing entity.	
13.	Industry average Contribution	
14.	Industry average ICR	

15.	Industry average EBIDTA (Excluding net other income)	
16.	Beta of the Scrip and trading volume as percentage to free float. Also provide the details of scrip in which index it belongs to	
17.	Details of funding options exercised by the Unit during last 5 years	
18.	Premium/discount if pricing of funding option (for funding raised during last 12 months)	
19.	Visibility of beneficial ownership	
20.	Quality of Board of the Company	
21.	Qualifications/Emphasis of Matter in Company's ABS	
22.	Holding Security	
23.	Frequency & Extent of borrowing from non-banking channels	
24.	Commitment to ongoing projects/Capex	
25.	Provisions made against the estimated liabilities as suggested by Statutory Auditors	
26.	No. of whistle blower complaints during the two years	
27.	Compliance with EPFO provisions (remitting within the designated time)	
28.	Position of provision for liabilities like gratuity etc. is done on actuarial basis	
29.	Write Off Position	
30.	Existence of Current accounts with non- lenders	
Promoters & Group Entities: -		
31.	Complexity/Details of the Group structure (number of layers between the Promoter and the Borrowing Entity)	
32.	Materiality of existing and projected revenue / expenditure / investment transactions as well as extent of Cross Guarantees between the Borrowing & Group Entity.	
33.	History of Promoter(s) and Group Entities in respect of Default, incl. cross-default.	
34.	Key Financial Ratios and their trends for Group Entities.	
35.	External Rating of Group Entities as well as External Rating Downgrades in related parties and / or Group Entities.	
36.	Pledge of Promoter Equity to Non – Lenders	
37.	Regulatory non-compliance and / or adverse regulatory action against Promoter(s) and Group Entities	
38.	Major Proceedings / Litigation pending against Promoter(s) and Group Entities	

39.	High Debt Share of Borrowing Entity in proportion to its Cash generation ability, vis-a-vis that for the Group. Viz., Debt/EBITDA ratio	
40.	List of activities of the Group	
41.	Sponsors experience in the industry of the company	
42.	New activities proposed to be entered/ or entered during last 12 months by the group	
43.	Location of beneficial Sponsor	
44.	Group Guarantees provided as % of Consolidated group net worth.	
45.	Share of overseas turnover of the Group	
46.	Disputes in the Promoter Group/Family etc.	
47.	Politically Exposed Status of the Promoter/s	
48.	History of resort to restructuring or settlement by, or initiation of CIRF against group entities.	
Activity / Industry / Sector: -		
49.	Industry Sector outlook and health check taking into account Rating Agency reports.	
50.	Trend of Asset quality during past 3 years	
51.	Product / Market concentration risk	
52.	Adverse reports in Prints, Electronic and Social Media on the Sector	
53.	Degree of susceptibility to changes in regulatory / clearance norms	
54.	Quarterly / Half-Yearly / Annual financial results of listed/unlisted Companies	
55.	External Events and Macro Economic triggers	
56.	Data made available by the vendor may be integrated with our Internal Credit Rating system.	
57.	Status of Compliance regarding submission of GST Return	
58.	Industry Life cycle	
NBFC: -		
59.	Trend in Capital to Risk Weighted Assets Ratio	
60.	Operation in multiple activities	
61.	Overdue Receivables	
62.	Comparability of total outstanding liabilities to Loan Book with Peers.	
63.	Net Interest Margin	
64.	Loan Book to total Assets	

Factors specific for overseas borrowers: -		
65.	Adjusted net worth	
66.	Internal country risk and geo-political risk for - Registration country, countries that are major contributors to revenue, country of operations in the proposal	
67.	Currency risk	
68.	Stock exchange of listing	
69.	Rating from foreign CICs	
70.	Industry delinquency rate in proposal country	
71.	Any adverse reporting in external reports (e.g. Dun & Bradstreet) for unrated foreign companies	
72.	Any adverse reporting in due diligence reports for unlisted companies from local agencies	
Factors Specific for Infrastructure Projects: -		
73.	Number of clearances required/obtained and pending for the project	
74.	Time required for stabilization of the project (in years)	
75.	Expected life of the project (in years)	
76.	Expected cost and time overrun of the project (as % of initial estimate)	
77.	Status of financial closure for the project	
78.	Complexity of the project	
Others: - MISCELLANEOUS		
79.	The Data/Information as per the scope of work along with analysis should be made available at the Service Provider's Portal for viewing/downloading which can be accessed from multiple locations by authorized users, within 1-2 working days.	
80.	Request can be made through Service Provider's Portal and/or through email and such Data/Information should be made available both at the portal as well as through return mail, which should be downloadable in MS Word, Excel or PDF file formats, as per the Banks requirement.	
81.	200 Users located at different locations can access the portal. Admin user from Risk Management dept. should have users' activity report as and when required.	
MIS Report		
82.	Comprehensive MIS reports including regulatory reports, Business MIS reports, analytical reports and Bank's customized reports should be made available.	

Note: - Bidder more than 50% response in "C", their bid submission will not be considered for further process.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

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Annexure XVII - Masked Commercial Bid

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

Bidder is required to submit a masked copy of the Commercial bid along with the technical bid. The bidder has to mask the commercial field and submit the signed copy of the same with proper signature and stamp.

Annual fee

Sl. No.	Item Description	Fees per year
1.	Annual fees for Business Information Report for Credit Risk Management (200 users including one admin user)	XX

Note:

- The Fee for the service should be payable only upon successful utilization of the services.
- UCO reserves its right to renegotiate the above quoted fee in respect of the Corporates demanding finer rate of interest.
- Invoices to be raised on monthly basis.
- The Fee quoted should be inclusive of all applicable taxes/cess (except GST which will be paid by the Bank).
- The Fee quoted should be for entire contract period of 3 years and there cannot be any escalation.
- Bids submitted with counter-conditions/assumptions will be rejected.
- Any Commercial Bid not in conformity with the RFP terms and above format or incomplete in any respect will be rejected / disqualified by the Bank.
- Sealed commercial bids to be submitted as per instructions given in RFP document.
- We hereby confirm that quotes mentioned in this commercial bid are strictly as per the format in RFP.
- The bidder whose bid has been determined to be responsive and who quotes

the lowest price will be treated as L1 bidder provided the bidders agree to abide by all the terms & conditions of the RFP.

- We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 1.3 and it will be binding upon our company.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

Company Seal

Authorized Signatory

Date



Name & Designation:

Note:

- In case of discrepancy between figures and words, the amount in words shall prevail.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Please note that any commercial offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- All prices should be quoted in **Indian Rupees (INR)** only.
- The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.

Annexure XVIII - Commercial Bid

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

Annual fee

Sl. No.	Item Description	Fees per year
1.	Annual fees for Business Information Report for Credit Risk Management(200 users including one admin user)	XX

Note:

- The Fee for the service should be payable only upon successful utilization of the services.
- UCO reserves its right to renegotiate the above quoted fee in respect of the Corporates demanding finer rate of interest.
- Invoices to be raised on monthly basis.
- The Fee quoted should be inclusive of all applicable taxes/cess (except GST which will be paid by the Bank).
- The Fee quoted should be for entire contract period of 3 years and there cannot be any escalation.
- Bids submitted with counter-conditions/assumptions will be rejected.
- Any Commercial Bid not in conformity with the RFP terms and above format or incomplete in any respect will be rejected / disqualified by the Bank.
- Sealed commercial bids to be submitted as per instructions given in RFP document.
- We hereby confirm that quotes mentioned in this commercial bid are strictly as per the format in RFP.
- The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 bidder, provided the bidders agree to abide by all the terms & conditions of the RFP.
- We also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same as mentioned in the commercial evaluation process clause no. 1.3 and it will be binding upon our company.

- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

Company Seal

Authorized Signatory

Date

Name & Designation:

Note:

- In case of discrepancy between figures and words, the amount in words shall prevail.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Please note that any commercial offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- All prices should be quoted in **Indian Rupees (INR)** only.
- The TCO (Total Cost of Ownership) will be exclusive of GST. However the GST and other applicable taxes will be paid as per actuals at the time of resultant billing.

Annexure XIX - Compliance Chart

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Are Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure XVI?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure XVIII?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped.		
6	Is EMD submitted?		
7	Duly signed applicable Annexures are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
12	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure XX - Undertaking for Bid Validity

Performa of letter to be given by all the Bidder participating in the UCO Bank RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

**To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor,10 BTM Sarani
Kolkata-700 001**

Dear Sir,

Sub: RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

Further to our proposal dated , in response to the Request for Proposal (Bank's tender No.....here in after referred to as "RFP") issued by UCO Bank, we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The bid submitted herein shall be valid for a period of 120 days from the date of RFP response submission process closes.

Yours faithfully,

Authorized Signatory

Designation Bidder's corporate name

Annexure – XXI - Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory

To,

**The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001**

Dear Sir,

Sub: RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorized signatory, Name:

Designation:

Vendors Corporate Name:

Address:

Email: Contact No.

Annexure XXII - Reference Details

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

#	Organization Name	Documentary Evidence Submitted (PO/ Invoice/ Call/ Email)



Annexure XXIII - BUSINESS RULES FOR REVERSE AUCTION

RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

The detailed procedure for Reverse Auction to be followed :

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately through online. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.

1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A.

1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

2.1. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP.

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure-XXV.

3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure- XXVII.

3.1.4 Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Annexure-XXVIII.

4. TRAINING

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/bidder not participating in training and/or „mock reverse auction“ shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)

5.1. TCO refers to the aggregate amount payable by the Bank for availing the services.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of services.

5.2.2 Training costs for the product/service/equipment if and as defined in RFP.

5.3. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

6. DATE/TIME FOR TRAINING

6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.

6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

7. DATE/TIME OF REVERSE AUCTION

7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction' Time shall be communicated at least 7 working Days prior to such auction Date.

7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such "Reverse Auction".

8. CONDUCT OF REVERSE AUCTION

8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

9.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

9.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

10. TRAINING AND AUCTION

10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

10.2. Each bidder / bidder shall participate in the training at his / their own cost.

10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.

10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

10.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

10.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

11. PROXY BID

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.

11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

12. TRANSPARENCY IN BIDS

12.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

13. MASKING OF NAMES

13.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

13.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

14. START PRICE

14.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

15. DECREMENTAL BID VALUE

15.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions.

15.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.

15.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

16. COPY OF BUSINESS RULES

16.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

16.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

16.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

17. REVERSE AUCTION PROCESS

17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or

in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

18. EXPENDITURE ON REVERSE AUCTION

18.1. All expenses of reverse auction shall be borne by the Bank.

18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

20. DON'TS APPLICABLE TO THE BIDDER/BIDDER

20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

21. GRIEVANCES REDRESSAL

21.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

21.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

22. ERRORS AND OMISSIONS

22.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

Place:

Date:

Signature:

Name & Designation:

Business Address:



Annexure - XXIV

Compliance Statement - Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor,10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of vendor to provide Business Information Report for Credit Risk Management (E-Tendering)

- a) We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP for selection of vendor to provide Business Information Report for Credit Risk Management (e-tendering)
- b) We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) We hereby undertake and agree to abide by all the terms and conditions stipulated by UCO Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
- d) We shall participate in the on-line auction conducted by (Auction Company) selected by UCO bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- e) We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
- f) We confirm having nominated Mr _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- g) We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____



Annexure - XXV

Letter of Authority for Participation in Reverse Auction

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor,10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

- a) We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP for selection of vendor to provide Business Information Report for Credit Risk Management.
- b) We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) As per the terms of RFP and Business rules, we nominate Mr _____, designated as _____ of our company to participate in the Reverse Auction.
- d) We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- e) Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- f) We, hereby confirm that we will honour the Bids placed by Mr _____ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____



Annexure - XXVI

Undertaking of Process Compliance Statement for Reverse Auction

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To,
The Chief Manager,
UCO Bank, Head Office-1
Risk Management Department,
1st Floor, 10 BTM Sarani
Kolkata-700 001

Dear Sir,

Sub: RFP for Selection of vendor to obtain Business Information Report for Credit Risk Management (e-tendering)

This letter is to confirm that:



1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that UCO Bank and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure-XIX within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

