



**Expression of Interest For
Empanelment of Bank's Social Media Management Agency
at the Corporate Level for enabling its Social Media activities
and initiatives**

**UCO BANK, Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064**

**EOI REF NO: DIT/BPR&BTD/OA/EOI/1145/2019-20
Date: 18/06/2019**

The information provided by the bidders in response to this Expression of Interest (EOI) will become the property of UCO Bank and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this EOI and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this EOI without assigning any reason whatsoever.

This document is prepared by UCO Bank for its EOI for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives. 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 EOI is not an offer by UCO BANK, but an invitation for bidder'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 Bidder. Since this is not a Request for Proposal (RFP), commercials are not required to be submitted at this stage.

TABLE OF CONTENTS

SI.NO.	TABLE OF CONTENTS	PAGE NO.
	INTRODUCTION & OBJECTIVES	4
	CONTROL SHEET TABLE	5
1	GENERAL TERMS & CONDITIONS	6
2	EARNEST MONEY DEPOSIT	7
3	SCOPE OF WORK	7
4	REJECTION OF THE BID	10
5	PRE BID MEETING	10
6	INFORMATION PROVIDED	11
7	FOR RESPONDENT ONLY	11
8	CONFIDENTIALITY	11
9	DISCLAIMER	11
10	NO LEGAL RELATIONSHIP	12
11	ERRORS AND OMISSIONS	12
12	ACCEPTANCE OF TERMS	12
13	EOI RESPONSE	12
14	NOTIFICATION	12
15	LANGUAGE OF BIDS	12
16	CANCELLATION OF TENDER PROCESS	13
17	AUTHORIZED SIGNATORY	13
18	ELIGIBILITY CRITERIA	13
19	BID SUBMISSION & EVALUATION	15
20	PUBLICITY	16
21	PRIVACY & SECURITY SAFEGUARDS	16
22	CORRUPT AND FRAUDULENT PRACTICES	16
23	COMPLIANCE	17
24	APPLICABLE LAW & JURISDICTION OF COURT	17
25	ADOPTION OF INTEGRITY PACT	17
26	NON-DISCLOSURE	18
27	ISSUE OF CORRIGENDUM	19
28	ANNEXURE-I	20
29	ANNEXURE-II	21
30	ANNEXURE-III	22
31	ANNEXURE-IV	23
32	ANNEXURE-V	24
33	ANNEXURE-VI	25
34	ANNEXURE-VII	26
35	ANNEXURE-VIII	32

INTRODUCTION & OBJECTIVES

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 3000+ Domestic branches, two overseas branches and 2300+ ATMs (including Biometric enabled ATMs) spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution. Currently Bank provides many innovative technology driven products and services through delivery channels like Internet Banking, SMS /Mobile Banking, Online Share Trading etc. to its customers.

Bank is planning to appoint Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives. Against the above backdrop UCO BANK invites Expression of Interest (EOI) from the prospective bidders having proven past experience, competence in the field of Social media management agency and wishing to be considered for short listing for participating in bidding process of the proposed procurement of Appointment as Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives.

Please note, this is the first stage of multiple-stage procurement process. The objective of this EOI is to identify and pre-register eligible applicants who are interested in providing the proposed solution and have suitable capacity, capability and experience.

CONTROL SHEET TABLE

Tender Reference	DIT/BPR & BTD/OA/EOI/1145/2019-20 Date:18/06/2019
Date of issue of EOI	18/ 06/2019
Date of Commencement of Sale of Tender Document	18/06/2019
Pre Bid queries to be received only online at- hodit.proc@ucobank.co.in	On or before 25/06/2019 up to 04:00 PM
Pre bid Meeting and Venue	26/06/2019 at 3:30 PM at below mentioned address: UCO BANK, Head Office-2 Department of Information Technology, 5th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	09/07/2019 at 04.00 PM
Opening of Technical Bids	09/07/2019 at 04.30 PM
Address of Communication	UCO BANK, Head Office-2 Department of Information Technology 7th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Email address	hodit.proc@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44559770/9775
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064

Note:

Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m.

1. GENERAL TERMS & CONDITIONS

UCO Bank invites sealed tenders comprising of eligibility and Technical bid from experienced prospective bidders having proven capabilities of being appointed as Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives. The prospective bidders are required to adhere to the terms of this EOI document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the EOI document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the EOI document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this EOI documents.

EOI document may be downloaded from our website www.ucobank.com .

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The Bid document shall be in two parts viz. Eligibility & Technical Bid. All the bids must be submitted in separate sealed envelopes super scribing "Eligibility Bid for Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives" on top of the envelope containing Eligibility Bid, "Technical Bid for Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives, containing Technical Bid. All these sealed envelopes should be put together in another sealed envelope super scribing "Bids for Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives" mentioning reference number and date given hereinabove. If the cover/envelope are not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this EOI, will be shortlisted for technical evaluation; the qualified bidders will be notified separately.

The Bids should be addressed to:

Deputy General Manager (DIT, BPR & BTD)

UCO Bank, Head Office-2

Department of Information Technology,

5th Floor, 3 & 4 DD Block, Sector -1,

Salt Lake, Kolkata - 700 064

UCO Bank is not responsible for non-receipt of response to EOI within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

2. Earnest Money Deposit

- There will be no Earnest money required for EOI.
- However, Bank reserves the right to modify the Earnest money deposit requirements at the time of floating RFP/RFQ.

3. SCOPE OF WORK

Broad Scope of work for inviting Expression of interest for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives. List is indicative in nature and Bank reserves right to append/modify/alter as per requirement based on inputs during evaluation phase.

Setting up social media channels, defining social media policies and guidelines, acquiring/verifying UCO Bank social channels, increasing positive brand sentiment, merging/acquiring other channels/pages with Bank's channels/pages, defining brand signature for social media communication,

managing crisis and issues which pose reputation risk, identifying and engaging influencers, social listening, creation of reports, peer comparison, providing high-level dashboards as MIS on brand. Quarterly review and optimization of Bank's presence on Social Media Channels as per the changing trends in these platforms.

All Social Media channels such as Facebook, Twitter, Instagram, LinkedIn, YouTube etc. In the long term the Bank wishes to extend social banking services across other social media channels also.

3.1 Brand Management on Social Media:

3.1.1 Social Listening Application:

Agency to provide dedicated Social Media Listening Services which includes design, commissioning, installation, configuration, operationalization, testing, go-live services (i.e. manage and maintenance of proposed H/W, S/W, Utilities, Tools, etc.)

Bank is looking for a Social Media Management Service that gathers the data from various social media outlets and news sources and supports the aforesaid functionalities. It should have the ability to monitor billions of conversations and generate text analytics based on predefined criteria. It should also determine sentiment of the speaker or writer with respect to some topic or document. The information gathered can guide the Bank's public relations department in assessing the effectiveness of communication strategies.

3.1.2 Content Creation:

Developing social media content and creatives, defining social media content strategy based on channel, audience etc., developing content as per themes and key pillars, ensuring approved content is shared, achieve high user engagement across social channels.

3.1.3 Response Management:

Developing response management framework, creating first level responses, adhering to response TAT as defined by the Bank, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to product, service, corporate, etc. , monitoring conversations, feedback received.

3.1.4 Social Media Campaigns:

Campaigns to engage end users and key stakeholders based on UCO Bank brand strategy, product promotions, product soft launches, new initiatives, etc.

Social Advertising:

Develop a specific media plan to target end consumers and key stakeholders as per individual social media channel.

3.1.5 Technology requirements:

The Agency must be in position to deploy their solution/OSD and provide their services through a public cloud of a reputed organization or on premise of the Bank as decided in the RFQ/RFP.

3.1.6 Digital Coverage and Amplification of BTL Activities/ Events/ Programs etc. through Social Media Channels:

Developing social media coverage, engagement, integration and content creation strategies for Bank's various BTL activities, sponsored events and other on-ground staff as well as customer engagement activities.

3.1.7 In the near future the Bank wishes to extend Twitter Banking / Facebook Banking to transfer money on Twitter and Facebook to anyone in the country who has a Twitter/ Facebook account through appropriate payment channels and gateway. Bank may decide to implement Chatbot facility in near future.

3.1.8 The Agency should have capability of designing tools such as calculators, animation films, mobile or web based application(s), flash presentation(s) etc.

3.1.9 The agency to carry out technical integration of system/tools with Banks pages/channels/systems and/or handing over/taking over of operations/maintenance of Social Media presence of the Bank.

The bidders need to give a technical presentation on functionalities of the proposed solution. The scope of work listed above is a brief list of activities to be undertaken by the selected social media management agency depending on requirement of Bank. Apart from the scope of work, the Bank shall request the agency for carrying out various other projects / works related to digital marketing & media / traditional marketing and the allocation of these projects/ works will be based on QCBS (Quality Cost Based Selection).

Note: The applicants may please note that the above parameters may be further elaborated, viz.; more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOIs. Technical Presentation should be given within three weeks of submission of tender document.

4. REJECTION OF THE BID

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on each page signed and duly stamped.
- It is received through Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Expression of Interest (EOI) are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the Scope of work. Non-compliance of any point will lead to rejection of the bid.

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

5. PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the EOI, Bank intends to hold a pre bid meeting on the date & time as indicated in the EOI (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: hodit.proc@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 web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries.

6. INFORMATION PROVIDED

The EOI document contains statements derived from information that is believed to be reliable at the date obtained but does not support 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 EOI document.

7. FOR RESPONDENT ONLY

The EOI 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.

8. CONFIDENTIALITY

The EOI document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party. The EOI 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 EOI 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 EOI 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 on Bank.

9. 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 EOI 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.

Since this is not a Request for Proposal (RFP), commercials are not required to be submitted at this stage.

10. NO LEGAL RELATIONSHIP

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

11. ERRORS AND OMISSIONS

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

12. ACCEPTANCE OF TERMS

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

13. EOI RESPONSE

If the response to this EOI does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the EOI 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 the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting EOI process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

14. NOTIFICATION

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

15. LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

16. CANCELLATION OF TENDER PROCESS

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

17. AUTHORIZED SIGNATORY

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, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

18. Eligibility Criteria

Only those Bidders who fulfil the following criteria are eligible to respond to the EOI. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	(Proof of Documents required/must be submitted)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on EOI submission date.	Certificate of incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder should be a financially sound and profitable firm/company and they must have earned profit during any two of the last 3 financial years.	Audited Balance Sheets and Auditor's Certificate for the last three financial years to be submitted.

3	The bidder must have an average turnover of minimum Rs. 1 crore during the last three financial years i.e., 2016-17, 2017-18 and 2018-19.	Audited Balance Sheets and Auditor's Certificate for the last three financial years to be submitted.
4	The bidder must have positive Net worth in each of the last three financial years i.e., 2016-17, 2017-18 & 2018-19.	Audited Balance Sheets and Auditor's Certificate for the last three financial years to be submitted.
5	The bidder should have experience of working as Social Media Management agency for at least two BSE/NSE listed PSU/BFSI/Govt. Organizations and the details of the same should be provided.	The bidder has to submit Purchase Order along with letter from client for satisfactory performance of solution and supporting documents for the same
6	The agency should have full-fledged office in India and shall allocate a dedicated team to execute social media campaigns across all platforms. The agency will be required to furnish the list of personnel who will be assigned to service the UCO Bank account along with a brief profile of their career experiences.	Necessary documents to be submitted.
7	Bidder should not have been black-listed by any bank / institution in India on the date of bid submission. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.
8	The application solution should have industry level application security standard based on OWASP framework.	A self-declaration in this regard to be submitted.
9	The service provider shall have complete IPR (Intellectual Property Rights) to the software.	A declaration stating the same and certifying that there is no other legal claims on the software or the IP have to be submitted along with technical Bid.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

19. Bid Submission & Evaluation

The responses to this EOI must be complete and comprehensive with explicit documentary evidence in support of all the eligibility criteria mentioned herein above

Intending applicants are required to submit their full bio-data as per the Format in Annexure II along with the required documents. If necessary, Bank may ask for clarification and/or further information from the bidders.

Incomplete responses without the required documents are liable to be rejected.

The Bank reserves the right to accept / reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and Bank's decision will be final in this regard.

The Bank further reserves the right to issue Request for Proposal (RFP) / Request for Quotes (RFQ) to vendors if it deems eligible and qualified based on the evaluation of the responses received.

All response to the EOI must be sent in a sealed cover superscripting "Expression of Interest for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives" to the below mentioned address: -

**Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office-II
Department of Information Technology,
5th Floor, 3 & 4, DD Block, Sector - I, Salt Lake,
Kolkata –700 064**

All responses to this request for EOI must reach the above address latest by 4.00 PM on 09/07/2019 and should be dropped in the "TENDER BOX" kept in the 5th floor. The responses received will be opened on the same day at 4.30 PM.

Open responses received through e-mail / Fax etc. will not be considered. UCO Bank will not be responsible for non-receipt of EOI within the specified date and time due to any reason including postal holidays or delays. UCO Bank will also not be responsible for misplacement of the EOI document in case it is not properly super-scripted with the words "Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives".

In case the specified date of submission of EOI is declared a holiday in West Bengal under N.I. Act, the bids will be received till the specified time on next working day.

Bidder has to qualify in all the eligibility criteria mentioned in EOI document.

Note: This is only for the purpose of empanelment and not a Request for proposal (RFP) and commercials are not to be submitted with "Expression of Interest (EOI)".

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.

21. PRIVACY & 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 safe guards 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. 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.

23. COMPLIANCE

The products & services offered to the Bank must comply with all laws, regulations & Govt. guidelines of India. It also not violates any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

24. APPLICABLE LAW & 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).

25. 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:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. 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.

- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date 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. IP shall cover all phases of contract i.e. from the stage of Expression of Interest (EOI)/Notice Inviting Tenders (NIT)/Request for Proposals (RFP)/ Request for Quotation (RFQ) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure 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.

- a) Shri S R Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com
- b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

All pages of Integrity Pact (IP) must be signed and stamped .Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with EOI document.

26. Non-disclosure

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

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

- b. That the successful 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 successful 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 successful 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 successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the successful 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 even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.

27. 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 EOI document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this EOI.

Annexure – I

Application

Ref. No.: DIT/BPR & BTB/OA/EOI/1145/2019-20 dated 18/06/2019

Date:

**Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office – II,
Department of Information Technology
5th Floor, 3 & 4, DD Block,
Sector I, Salt Lake,
Kolkata - 700 064.**

Dear Sir,

Sub: Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives.

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website on _____ the captioned subject, we furnish below the following Information / Papers / Documents for fresh empanelment / renewal of empanelment of our firm / company for Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives.

If empanelled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective EOI.

Date:

Seal & Signature

General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
2. Location
Regd. Office:
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 of Authorized Signatory:

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

	2016-17	2017-18	2018-19
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar orders

Sl. No.	Name of Organisation	Solution Description	Period during which solution provided (last 3 Years)	
			From	To

N.B. Enclose copies of Purchase Orders as references.**Place:****AUTHORISED SIGNATORY****Date:****Name:****Designation:**

Annexure – III

The following enclosures are furnished in the following order:-

[Tick (✓) whichever is applicable]

1. Constitution, Memorandum / Articles of Association, Board Resolution / Partnership Deed, as applicable and Power of Attorney specifying persons to act on behalf of the Firm / Company ☐
2. Audited Balance Sheets, Auditor's Certificate and Statements of Profit & Loss Accounts for the last three years indicating Net Worth, Turnover & Profit in lakhs of rupees ☐
3. List of Customers / Clients [Scheduled Commercial Banks / Govt. (State / Central) and reputed Organizations / Companies] from whom orders have been received during the last three years with documentary evidence ☐
4. Certificates (at least three) on satisfactory Service from the Scheduled Commercial Banks / Govt. (State / Central) and reputed Organizations / Companies ☐
6. Copy of this EOI duly signed by the authorized person as a token of acceptance of Terms & Conditions ☐
7. Annexure- I (In Company's Letter Head) ☐
8. Annexure- II (In Company's Letter Head) ☐
9. Annexure- III (In Company's Letter Head) ☐
10. Annexure- IV (In Company's Letter Head) ☐
11. Annexure- V (In Non-Judicial Stamp Paper of requisite value) ☐
12. Annexure- VI (In Company's Letter Head) ☐
13. Annexure- VII (In Non-Judicial Stamp Paper of requisite value) ☐
14. Annexure- VIII (In Non-Judicial Stamp Paper of requisite value) ☐

Note- Bidders will be liable for rejection for non-submission of any of the above documents.

Application Integrity Statement
(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Bank's Social Media Management at the Corporate Level for enabling its Social Media activities and initiatives as per the scope of this EOI is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:

Annexure-V

[Undertaking to be given on a Non-Judicial Stamp Paper of Appropriate Value]

**Deputy General Manager (DIT, BPR & BTB)
UCO Bank, Head Office – II,
Department of Information Technology
5th Floor, 3 & 4, DD Block,
Sector I, Salt Lake, Kolkata - 700 064.**

Dear Sir,

Sub: Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives. EOI Ref No.: DIT/BPR&BTB/OA/EOI/1145/2019-20 dated-18/06/2019

With reference to the above EOI we have to state the following:-

1. We undertake to respond to any Request for Proposal (RFP) or Request for Quote (RFQ) as and when called for by the Bank under limited tendering process.
2. We have examined and understood the instructions, terms and conditions forming part of the abovementioned EOI and agree to abide by the General Terms and Conditions stated therein.
3. We further confirm that any offer in response to Request for Proposal (RFP) or Request for Quote (RFQ) will be in conformity with the terms and conditions as mentioned therein.
4. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on a yearly basis and, if found unsatisfactory will be removed from the list of empanelled vendors.

Yours faithfully,

Authorised Signatory
(Signature and Seal of the Company / Firm)

Name & Designation :

Name of Company / Firm:

Full Address of the Company / Firm:

Date:

To,
The Deputy General Manager (DIT, BPR & BTD)
UCO Bank, Head Office
Department of Information Technology,
5th Floor, 3 & 4 DD Block, Sector -1,
Salt Lake, Kolkata -700064

Dear Sir(s),

Sub: Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives.

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we 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.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

PRE CONTRACT 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 procure (Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented 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 Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives, and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser 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) (IEM) 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

4.1 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.

4.2 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):

5.1 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).

5.2 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).

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

5.4 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

6.1 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.

6.2 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

8.1 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 EMD /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.

8.2 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

9.1 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.

9.2 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. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

- 11.1** 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).
- 11.2** 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.
- 11.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4** 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.
- 11.5** 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.
- 11.6** 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.
- 11.7** The word "Monitor" would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. 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.

14. Integrity Pact Duration.

- 14.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2** 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 .
- 14.3** 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.

15 Other Provisions

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 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.
- 15.3 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.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. 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.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact.

BUYER
Signature:
Authorized Signatory
Department of IT
Place:
Date:

BIDDER /SELLER
Signature:
Authorized Signatory

Witness:
(Name & Address)

Witness:
(Name & Address)

NON-DISCLOSURE AGREEMENT

(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of..... 2019

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 successful bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Successful bidder/Receiving Party is *inter alia* engaged **Expression of Interest (EOI) for Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives** as per the terms and conditions specified in the EOI Ref No. **DIT/BPR & BTD/1145/EOI/2019-20 dated:18/06/2019**. The Successful bidder/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 Empanelment of Bank's Social Media Management Agency at the Corporate Level for enabling its Social Media activities and initiatives.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary

information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

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

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

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

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

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Three (3) 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) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

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

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

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

(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.

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

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

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

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

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavour 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 thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

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

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and

- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other 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.

10. 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 (except for personal customer data which shall remain confidential forever).

11. 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.

12. 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 of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected successful bidder)

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

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

for and on behalf of

.....

(The selected successful bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____