



UCO BANK

**REQUEST FOR PROPOSAL
For
APPOINTMENT OF
SHARE TRANSFER AGENTS OF THE BANK**

RFP REF. HO/FIN/SHARE/02/2018-19 DATED 23.10.2018

**FINANCE DEPARTMENT
HEAD OFFICE
2, INDIA EXCHANGE PLACE,
KOLKATA: 700001, INDIA
PHONE: 033-44557224
FAX: 033-22485625
WEBSITE: WWW.UCOBANK.COM
EMAIL: hosgr.calcutta@ucobank.co.in**

DISCLAIMER:

This document is meant for the exclusive purpose of bidding as the Specified Terms, Condition and Scope indicated shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Calendar of Events		
1.	Date of commencement of RFP Process/sale of Bidding Document	25.10.2018
2.	Submission of queries for pre-bid meeting to clarify doubts of prospective bidders	02.11.2018
3.	Pre-Bid meeting	05.11.2018 at 11.00 A M
4.	Last date, time & Venue for submission of Bid Documents	16.11.2018 upto 4.00 PM at: UCO BANK, Finance Department Head Office, 3 rd Floor 2, India Exchange Place, Kolkata - 700 001.
5.	Date and Time of Technical Bid & Commercial Bid Opening	Technical Bid on 16.11.2018 at 5.00 PM Date of Commercial Bid opening will be intimated to the Bidder/s qualified in Technical Bid.
6.	Place of opening of Bids	UCO BANK Finance Department Head Office, 3 rd Floor 2, India Exchange Place, Kolkata - 700 001.
7.	Address for communication	UCO BANK General Manager, Finance Department Head Office, 3 rd Floor 2, India Exchange Place, Kolkata - 700 001 Fax: 033-22485625 Email id: hosgr.calcutta@ucobank.co.in
8.	Contact Person	Mr. N. Purna Chandra Rao, Company Secretary Phone No.: 033-44557227
9.	Cost of RFP document	Rs. 10000/- in the form of Demand Draft/Pay order in favour of "UCO BANK" payable at Kolkata.
10.	Cost of Earnest Money deposit	Rs.2.00 lakh in the form of BG or crossed Demand Draft favoring "UCO BANK" payable at Kolkata.

Note:

Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case no representative of bidders is present, bids shall be opened in the presence of officials of the Bank.

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 4.00 p.m. on the same day.

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, and its Finance Department at 2, India Exchange Place, 3rd Floor, Kolkata - 700001, hereinafter called "the Bank", is one of the leading public sector Banks in India having around 3088 branches.

Bank offered shares to the public initially in the year 2003 and presently having approximately 3.00 lakh shareholders. Out of the total shareholders, around 78,000 shareholders are holding shares in physical form. The shares of the Bank are listed on both NSE & BSE. This offer is for carrying out all the activities of Registrar & Share Transfer Agents as per SEBI guidelines.

Bank paid dividend to its shareholders on twelve occasions subsequent to its initial public offer. The nodal branch for the dividend payments is situated at Hyderabad. The RTA shall have to contact the nodal branch at Hyderabad for dividend related works and the Investors Relations Section at Kolkata for the services related to the investors at regular intervals. The RTA shall coordinate the activities related to Annual General Meeting/Extraordinary General Meeting at Kolkata.

2. OBJECTIVE OF RFP:

Bank is currently availing services of M/s. Karvy Computershare Private Limited, Hyderabad as Registrars & Share Transfer Agents. As the tenure of contract is going to be completed, Bids are invited from SEBI approved category I Registrars & Transfer Agents (RTAs) having necessary experience, clientele, infrastructure and financial support for acting as Share Transfer Agent for the shares of UCO BANK.

3. Scope of Work

The bidder should be capable of providing the services as per the scope of work explained under Annexure – 4 of the document.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

The Bidder must have:-

- i) Minimum experience of 10 years of handling the activities of Registrar and Share Transfer Agent as on 30th September, 2018.
- ii) A valid Category-I SEBI registration as on date of bidding and have certificate of Permanent Registration granted by SEBI to perform the activities of Registrar and Share Transfer Agent (Bidder to enclose certified copy of the SEBI certificate).
- iii) Client base of at least 50 clients/companies with an aggregate of 50 lakh folios or more serviced during each of the last three financial years. Existing client list of the bidder shall include a minimum of 5 companies with above 2,00,000 shareholders and also a minimum of 5 clients having 50,000 shareholders holding shares in physical form. The bidder shall have at least one Public Sector Bank as its client. A list containing details of clients, number of folios of each client with bifurcation of physical and demat as on 30.09.2018 duly certified by a practicing company secretary or a Practicing Chartered Accountant shall be submitted along with bid. The list can be to the extent that conforms eligibility criteria.
- iv) Experience in handling allotment of shares under any of the initial/follow on public offer through book building process/right issue during the last three years and other RTA related activities as per SEBI(ICDR) Regulations/SEBI Guidelines. (Details of issues handled during the last three years to be provided)
- v) On line connectivity with NSDL and CDSL (Documentary evidence to be enclosed).
- vi) A facility to provide web-based services to the Bank. The web based services shall enable the Bank to view a) updated details of each shareholder folio/client ID, shareholding details, Name(s), address, contact details, Bank Mandate, ECS Mandate, etc., (data to be updated at weekly intervals as per the beneficiary details provided by NSDL and CDSL.) (b) Details of dividends paid to each shareholder during all the previous years along with paid/unpaid status. c) Scan copies of complaints received from the shareholders and the replies given by bidder.
- vii) No disciplinary action should have been taken against the bidder by SEBI for suspension of its business for the past five years and no case should have been pending against the bidder as regards RTA business is

concerned, in any court of law in India as on the date of opening of the tender.

viii) Minimum turnover of Rs.5.00 crore and profit making for the last three years i.e. 2015-16, 2016-17 and 2017-18 (attach audited accounts/auditor's certificate).

ix) The Bidder shall have full-fledged operating centers at Hyderabad and Kolkata with required infrastructure to coordinate the Share Transfer Agent work specified in the RFP. The bidder shall submit a declaration issued by the company secretary of any of their listed clients confirming that representative office of the bidder located at Kolkata or Hyderabad is coordinating with the company in rendering share transfer agents work. The bidder shall submit separate certificate obtained from its clients located at Kolkata and Hyderabad. A valid certificate obtained under Shops and Establishments Act shall be submitted along with technical bid as a documentary proof of having operating centers at Hyderabad and Kolkata. The bidder shall also have operating centers at minimum of 20 Centers spread across important business centers in India. The details of operating centers with addresses and contact numbers shall also be submitted along with technical bid.

x) Additional office space of at least five rooms of size of 10 feet x 10 feet each at their disposal for storage of documents at Kolkata or Hyderabad. A certificate from any Government registered valuer certifying possession of additional office space as stipulated above to be submitted.

xi) Digitalized document storage mechanism with online retrieval facility along with a mechanism for maintaining physical documents in cabin wise with a system driven identification and retrieval mechanism. The bidder shall be in a position to provide scan documents instantly as and when required. A certificate conforming the above specifications obtained from a practicing chartered accountant shall be submitted.

xii) cyber security and cyber resilience frame-work as stipulated under SEBI circular having reference no. SEBI/HO/MIRSD/CIR/P/ 2017/ 0000000100 dated 08.09.2017. A certificate conforming the technological specifications obtained from a CISA qualified auditor shall be submitted.

Note- Copies of all the above documents in support of the claim of the bidder must be enclosed with the bid document and in absence of which the bid will be liable to be rejected at the sole discretion of the Bank.

5. EARNEST MONEY:

The Bid shall be accompanied by Earnest Money (EMD) of Rs. 2,00,000/- (Rupees Two lakh only). The Earnest Money offered shall be by way of crossed Demand Draft/ or BG drawn in favour of UCO BANK and payable at par at Kolkata.

The earnest money may be forfeited under the following conditions :

- a. 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
- b. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- c. In case of successful bidder, if the bidder fails :
 - To sign the agreement in the form and the 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 or before the execution of agreement.

Any Bid not accompanied with Earnest Money as stated above will be rejected by the bank. No interest will be payable by the Bank on Earnest Money. The Earnest Money of all unsuccessful Bidders will be returned within thirty (30) days after the award of the contract.

6. BID DOCUMENT:

The complete set of bid documents can be obtained in person from the Dy. General Manager (Finance), Finance Department, No. 2, India Exchange Place, Kolkata – 700001 on making payment of non – refundable amount of Rs.10,000/- through demand draft issued by a schedule bank in favour of UCO BANK payable at Kolkata.

The bid documents are available for sale during the working hours from 25.10.2018

The bid document may also be downloaded from the Bank's official website www.ucobank.com. The Bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000/-** (Rupees Ten Thousand only) in the form of Demand Draft or Pay Order in favour of **UCO BANK**, payable at Kolkata , at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected.

7. Right to reject Bids

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost and compensation therefor. 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 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 .

8. SUBMISSION OF BIDS

Separate Technical and Commercial Bids in duly sealed and superscribed "Quotation for Appointment of Registrar and Share Transfer Agents of the Bank– Technical Bid" and "Quotation for Appointment of Registrar and Share Transfer Agents of the Bank– Commercial Bid" shall be submitted as per bid details given in the RFP.

Sealed separate envelopes carrying Technical Bid and Commercial Bid should be put in a single sealed outer cover duly sealed and superscribed "Quotation for Appointment of Registrar and Share Transfer Agents of the Bank" be submitted at The Bank's address (refer calendar of events) on or before the date and time mentioned in Bid Detail- Calendar of events. Any Bid received by The Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Note:

- a. If the outer cover / envelop is not sealed and superscribed as required, The Bank will assume no responsibility for bid's misplaced or premature opening.
- b. If any inner cover /envelop is found to contain both technical and commercial bids that bid will be rejected summarily. If any outer envelope is found to contain only the technical Bid or Commercial Bid, it will be treated as incomplete & will be liable for rejection.

All envelopes must be superscribed with the following information:

- Name of Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)

ENVELOP-I (Technical Bid):

The Technical Bid shall be completed in all respects and contain all information asked for and in the exact format of technical specifications given in the RFP. **The Technical Offer must not contain any price information.** The Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.

ENVELOP-II (Commercial Bid):

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

The Bank will not be bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.

“No Erasures or Alternations:

There should be no significant hand-written material corrections or alterations in the offer. Technical details must be completely filled up. Filling up the forms using terms such as “OK”, “accepted”, “noted”, as given in brochure/manual” are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable”.

9. DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

a) A Bank Guarantee or a crossed Demand Draft of Rs. 2.00 Lakh obtained from a scheduled Bank payable at Kolkata in favour of UCO BANK towards Earnest Money.

b) Duly filled in and signed BID FORM as per Annexure-1.

c) Complete details of the Bidder as per the format given in Annexure -2 along with documents listed therein.

d) Self attested copy of Audited Balance sheet and profit and loss account for last three financial years. (In case the audit of the accounts for the financial year 2017-18 is not completed, the bidder shall submit audited financial results of previous three years (2014-15, 2015-16 and 2016-17) and provisional audited balance sheet for the year 2017-18).

e) Self attested copy of testimonials and documentary evidence in support of experience of doing similar work and documents substantiating eligibility criteria.

f) A list containing details of clients, number of folios of each client with bifurcation of physical and demat as on 30.09.2018 duly certified by a practicing company secretary or a Practicing Chartered Accountant shall be submitted along with bid. The list can be to the extent that conforms eligibility criteria.

g) Duly notarized copy of original registration certificate with SEBI to work as RTA.

h) Duly notarized copy of valid Category-I SEBI registration certificate (shall be valid on date of tender.)

i) A notarized affidavit duly signed by the authorized signatory of the bidder stipulating that no disciplinary action was taken against the bidder by SEBI for suspension of its business for the past five years and no case should have been pending against the bidder as regards RTA business is concerned, in any court of law in India as on the date of submission of the bid.

j) Self attested copies of the contracts/work orders or any other document to confirm rendering of RTA services to such number of clients as stipulated in eligibility criteria.

k) Self attested documents evidencing experience of handling allotment of shares through book building process/right issue/preferential issue etc.,

l) Details of branch network viz name of the In-charge, contact number and address to establish PANINDIA presence.

m) A detailed write up on web based services extending to the clients and shareholders duly covering the services as mentioned under eligibility criteria.

n) An affidavit duly notarized confirming compliance of the requirements stipulated in eligibility criteria.

o) A duly notarized declaration on acceptance of the -"Scope of Work" as detailed in Annexure 4.

p) An affidavit as per the format provided at Annexure 5 in the Bid Documents signed by the authorized representative of the Bidder in presence of a judicial magistrate or a notary public declaring that all information and document submitted along with the Bid are correct,

genuine, authentic and valid. If any information and document submitted is found to be false or incorrect at any time, Bank has a right to cancel the Bid and action as deemed fit will be taken against the Bidder, including termination of the contract, forfeiture of all dues including earnest money, security money and banning or de-listing the Bidder.

q) A certificate signed by the Bidder stating that they are accepting unconditionally all the terms & conditions of the tender document including Commercial Terms & Conditions of the Contract.

r) A certificate obtained under Shops and Establishments Act shall be submitted along with technical bid as a documentary proof of having operating centres at Hyderabad and Kolkata. The bidder shall also submit a declaration issued by the company secretary of any of their listed clients confirming that representative office of the bidder located at Kolkata or Hyderabad is coordinating with the company in rendering share transfer agents work. The bidder shall submit separate certificate obtained from its clients located at Kolkata and Hyderabad.

s) A certificate from any Government registered valuer certifying possession of additional office space as stipulated above to be submitted.

t) A certificate obtained from a practicing chartered accountant conforming the mechanism of document preservation as specified under eligibility criteria shall be submitted.

u) cyber security and cyber resilience frame-work obtained from a CISA qualified auditor shall be submitted as stipulated under SEBI circular having reference no. SEBI/HO/MIRSD/CIR/P/ 2017/ 0000000100 dated 08.09.2017.

v) Integrity Pact as per the Annexure -8.

10. DOCUMENTS TO BE SUBMITTED ALONG WITH COMMERCIAL BID

Commercial bid should be only in the format as indicated in this Bid Document as Annexure- 3. Commercial Bid submitted in any format other than as specified above will be rejected and not considered for further evaluation. It is to be noted that (a) only one rate is to be quoted in the Commercial Bid format (Annexure-3) as indicated therein (b) Rate quoted in slabs will not be considered and will be rejected, (c) Evaluation of bids will be done based on Total (in INR) as mentioned in the Price format.

The rate shall be quoted inclusive of all costs but exclusive of GST, if any.

11. MODE OF SUBMISSION OF BIDS

The bidder shall submit one duly sealed envelope containing separate sealed envelopes containing technical and financial bids separately. Such sealed envelope should be submitted **by hand to**

1. Shri. Ram Kumar, Dy General Manager (Finance) or in his absence to
2. Shri. N. Purna Chandra Rao, Company Secretary

At UCO BANK, Head office, Finance Department, 3rd Floor, No. 2, India Exchange Place, Kolkata-700001.

The bids shall be submitted latest by 4.00 P M on 16.11.2018. Bids received late on account of any reason, whatsoever, will not be opened and returned unopened.

12. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

The prospective bidders may attend a pre-bid meeting to be held as indicated in the Bid details – Calendar of events. Up to a maximum of 2 (two) authorized representatives of each prospective bidder will be permitted to attend the pre-bid meeting.

It has been decided to hold a Pre-Bid Meeting on the date, time and venue given in the calendar of events. Bidders are requested to send their queries relating to RFP to our office by e-mail to hosgr.calcutta@ucobank.co.in well in advance (latest by 02.11.2018 up to 5.00 P M.), so that the same could be discussed during the Pre-Bid meeting with interested Bidders. 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 the prospective Bidders, modify the RFP contents/covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

The Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

13. OPENING OF BIDS:

Only Technical Bids will be opened at 5.00 P M on 16.11.2018 in presence of the authorized representative of the tenderers who may like to attend the bid opening.

Commercial Bids of the bidders whose technical offers are acceptable will be opened. The date and time of opening of such price bids will be communicated to the qualified bidders.

14. Evaluation of Bids and award of contract

The evaluation committee of the Bank initially verifies whether each of the bid received

- a. meets the eligibility criteria (Refer Point 4)
- b. has been properly signed;
- c. is accompanied by the required earnest money
- d. meets the terms specified in the Bidding documents without any material deviations/reservations.

A material deviation or reservation is one:

- Which affects in any substantial way the scope, quality, or performance of the contract;
- which limits in any substantial way, inconsistent with the Bidding documents, the Bank's rights or the Bidder's obligations under the Contract; or

Bank will evaluate and compare only the Bids which fulfill the terms stipulated in bidding documents. The bids which do not fulfill the terms stipulated in the bidding documents will be rejected by the Bank at its sole discretion.

Award of contract will be made to the lowest evaluated responsive bidder. Ranking of L-1 Bidder will be determined only on the basis of total as indicated in **Sl. No. 5 of the Commercial Bid format, Annexure- 3 of the Bid Document.**

Bank will award the Contract to the best qualified Bidders whose Bids have been determined to be substantially responsive to the Bidding documents and who have offered the lowest evaluated Bid Price. Bank shall be the sole judge in this regard.

The Bank shall be under no obligation to accept any offer received in response to this tender notice. The Bank further reserves the right to reject any or all offer based on its own evaluation of the offer received, or on the basis of stability, capabilities, track records, reputation among user and other similar credentials

of the 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.

15. Notification of award and signing of agreement

The Bidder, whose Bid has been accepted, will be notified of the award by the Bank prior to expiry of the Bid validity period by e-mail and by registered letter/courier.

The notification of award will constitute the formation of the Contract, subject to furnishing of a Security / Performance Guarantee.

An agreement duly incorporating all the terms and conditions including standard payment terms between the Bank and the successful Bidder shall be executed within 30 days following the notification of award.

Subsequent to the agreement with the successful bidder, the Bank will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit as promptly as possible.

16. Contract Period:

The contract period for carrying out all the activities of Registrar and Share Transfer Agents will be for a period of five years from the date of Agreement. The selected bidder need to execute an agreement with the Bank covering all terms and conditions of this RFP. The performance of the selected Bidder shall be reviewed every year and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons and without any cost or compensation. Any offer falling short of the contract validity period is liable for rejection.

17. Performance Guarantee:

The successful bidder will have to furnish a Bank Guarantee for an amount equivalent to Rs.10,00,000/- within 30 days of award of contract. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank in India. The performance guarantee shall be valid for a period of five years and the same shall be as per the Annexure 6.

The Bank guarantee shall remain in full force and effect during the contract period and can be invoked any time in the event the selected RTA fails to discharge its contractual obligations or Bank incurs any loss due to RTA's negligence in carrying out work as per the agreed terms & conditions and that it shall continue to be enforceable for one year from the date of expiry /termination of the contract.

Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award.

18. Indemnity:

The selected bidder shall exercise reasonable skill, care and diligence and keep UCO BANK indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the selected bidder or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the contract. The selected bidder shall execute Indemnity Bond to this effect in the format as per Annexure 7.

a. The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

b. The selected bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Agreement to be executed.

c. The selected bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected bidder or its employees/personnel.

d. All indemnities shall survive notwithstanding expiry or termination or Agreement and the bidder shall continue to be liable under the indemnities.

19. Representations and Warranties

Representations and Warranties, which the Bidder shall be presumed to have made, while submitting the bid and will subsequently form the part of Agreement with RTA. Bidders represent and warrants that:

a. Bidder is a company duly organized and validly existing under the laws of India and is in good standing under the laws of the Bidder's business and the Bidder has full authority to enter into this Bid document and to

execute, deliver and perform all of its obligations hereunder according to the terms hereof;

b. Bidder has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the RTA work and hereby represents and warrants that all RTA work provided hereunder shall at all times strictly conform to the requirements of this Bid document as set out herein and Bidder shall at all times adhere to good industry practices;

c. Bidder has obtained and / or complied with all applicable permits including all statutory and regulatory approvals / licenses required to provide and to perform the RTA work.

d. The execution, delivery or performance by the Bidder, of the RTA work shall not contravene the Memorandum and Articles of Association or similar organizational constitutional documents of the Bidder and any applicable law binding upon or applicable to them or any of their properties/assets/revenues;

e. The Bidder has full power and authority to enter into this Bid document and to take action and execute any documents required by the terms hereof and this Bid document is enforceable in accordance with the terms hereof and the persons executing this Bid document on behalf of the Bidder are duly empowered and authorized to execute this Bid document and perform all its obligations in accordance with the terms herein;

f. There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the Bidder, or threatened and / or pending against or affecting the Bidder, and no material unfair labour practice complaint is pending or pending against the Bidder, before any Governmental authority.

g. The Bidder warrants that there are no criminal proceedings instituted against the Bidder. The Bidder shall verify the antecedents of the personnel it desires to engage for the provision of RTA work hereunder and shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person(s) from participating directly or indirectly in the provision of RTA work under this Bid document.

h. The Bidder has filed, has caused to be filed / the names of the Bidder has been included in all tax returns (national, state, provincial, local and foreign, if any) required to be filed and has paid all taxes shown thereon

to be due and payable, together with applicable interest and penalties and there are no outstanding liabilities in that regard under Indian law;

i. The Bidder is solvent;

j. Notwithstanding anything contained in the RFP or agreement, neither the RTA nor any of the personnel engaged by the RTA shall have employer and employee relationship with the Bank.

20. Covenants

The Bidder covenants as follows:

a. The Bidder acknowledges that subject to the provisions of this Bid document, the Bidder shall have no right to enter into any agreement or arrangement for and / or on behalf of the Bank or to represent any person, firm or corporation that it has such right or authority, without the prior written consent of the Bank. The Bidder shall be solely liable to all persons for all acts of omissions or commissions, deeds and things done by the Bidder and / or its personnel in the course of performance of obligations specified under this Bid document.

b. The Bidder covenants that it shall not sub-contract any of its responsibilities contained in this Bid document to any sub-agent or sub-contractor without prior written permission of the Bank, which the Bank may deny at its sole and absolute discretion and if the Bank gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Bidder shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.

c. The RTA work shall be provided in compliance with all applicable laws including labour enactment, rules, authorizations issued by the Central, State and local authorities in India including SEBI, RBI, as amended and the provision of the RTA work shall not result in the infringement of any third party intellectual property rights and taken all required permission for performing RTA work under this Bid document;

d. The Bidder shall keep the same valid throughout the currency of this contract / Bid document.

e. The Bidder shall bring to the notice of the Bank any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto.

f. The Bidder shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this contract / Bid document.

g. This Bid document to which the Bidder is a party when executed and delivered shall be, the legal, valid and binding obligation of the Bidder.

h. The Bidder agrees and confirms that all the provisions applicable to the Bidder in relation to its personnel shall also be ipso facto be applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Bidder shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees, for all purposes and intents.

i. The Bidder shall take and has mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the Bank, in relation to this Bid document / contract or the RTA work and shall take appropriate precautions not to breach the privacy of the Bank, customers of the Bank or any third party during the course of performance of its obligations herein.

j. The Bidder shall not divulge any Confidential Information or any other information relating to the security or safety of the data, information, property, assets and other surveillance equipment etc. which will threaten or likely to threaten the safety or security of the data, information, property, assets and employees.

k. The Bidder shall withdraw or shall not permit any of the Bidder's personnel from providing the RTA work if, in the sole opinion: (a) the quality of RTA work provided by the Bidder is not in accordance with the quality specifications stipulated by the Bank (b) it is not in the interest of the Bank that such personnel of the Bidder continue to be involved in the provision of RTA work. (c) The Bidder shall subject to the terms of this Bid document / Agreement, be responsible for completing the RTA work in a prompt and efficient manner.

l. The Bidder shall not exercise any lien or right of set-off of appropriation on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody or which may come in the custody of the Bidder for any amount due or claimed to be due by the Bidder from the Bank.

m. The Bidder shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant state / jurisdiction of its operation in respect of its personnel and shall establish and maintain all proper records and registers required by any

law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations also.

n. The Bidder undertakes that it shall not disclose Confidential Information of the Bank to any third person and the Bidder shall keep all the knowledge of the business activities, information relating to shareholders and affairs of the Bank strictly confidential and also ensure that neither the Bidder nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of the Bank. This clause will survive the expiration, cancellation or termination of this Bid document / Agreement.

o. The Bidder agrees and covenants not to use the Trademark and/or trade name of the Bank or letterheads of the Bank nor the Bidder will hold himself as an agent of the Bank. The relationship between the Bidder and the Bank being a principal-to-principal basis. The Bidder shall not use the Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other Bank or person.

p. The Bidder agrees that no change whatsoever in the constitution of the Bidder during the continuance / validity of this Agreement shall impair or discharge the obligations of the Bidder under this Bid document / the Agreement. The Bidder shall forthwith upon any change in the constitution of the Bidder, inform the Bank of the change and provide such details in respect of the change and its effect, as may be required by the Bank .

q. The Bidder hereby agrees, undertakes and confirms irrevocably, unconditionally and absolutely that the entire obligation with regard to payment of stamp duty shall solely rest upon on the bidder.

r. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

21. Contract with the Bidder

a. The Successful bidder has to enter into -

I. A bipartite agreement with Bank.

II. A tripartite agreement with the Bank, existing RTA and successful bidder in accordance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

III. Two tripartite agreements with Bank and National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL) respectively, in respect of the Bank's Equity Share which are held in the

dematerialized form as "Eligible Securities" in the depository system of NSDL and CDSL.

IV. Non-disclosure Agreement with the Bank.

b. The agreement shall not be amended at the request of the successful bidder though it may be amended by Bank at its sole discretion prior to execution to meet the legal, statutory and/or other requirements.

22. Other conditions of the contract:

a) Commencement of services:

The RTA should commence all the specified activities as detailed in scope of work immediately within 60 days from the date of contract. The RTA shall build up all the existing data in their systems and shall enable the Bank to view the existing data through web based services extended to the Bank within 60 days. **Bank will not reimburse any expenses incurred in taking over all the records from our existing registrars and transfer agents and for building up the data in the RTA system.**

b) 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 may be which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the Contract, such as:

- Natural calamities, including but not limited to floods, earthquakes, epidemic,
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, terrorist attacks, and public unrest in work area.

Provide 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 delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall calculate as on date of termination. Notwithstanding the above, provision relating to indemnity, confidentiality, survive termination of the contract shall remain same."

c) Termination for Default

Bank without prejudice to any other remedy for breach of Contract, by written notice of default sent to the RTA, may terminate the Contract in whole or in part after a period of 30 days from the date of notice,

- i) If the RTA fails to perform obligations(s) under the Contract.
- ii) If the RTA in the judgment of Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

iii) In the event Bank terminates the Contract in whole or in part, Bank may procure similar services, upon such terms and in such manner as it deems appropriate and the RTA shall be liable to Bank for any excess costs for such similar services. However, the RTA shall continue performance of the Contract to the extent not terminated.

d) Selection of another RTA

In the event of failure of the RTA to perform the services as per the contract for any breach of any clause of the contract, Bank reserves the right to engage any other RTA within a period of 30 days from the date of notice of default to undertake the services detailed in the contract at the risks and cost of the RTA. A notice will be given by Bank to the RTA before initiating selection of another RTA. On such engagement of another RTA, the RTA will be liable to pay the difference in value of the service charge paid at a higher rate, if any, For this purpose, Bank may forfeit any dues payable to the RTA to recover this amount.

e) Termination for Convenience

Bank, by 30 day's advance written notice sent to the RTA, may terminate the Contract, 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 the RTA under the Contract is terminated, and the date upon which such termination becomes effective. It is clarified that in the event agreement is terminated at Bank's stance, payment to the RTA will be made proportionately for the work done under the agreement. During the transition period the payment will be made to the RTA proportionately for work undertaken by the RTA.

f) Assigning to Others

The successful bidder shall not, without the prior written consent of UCO BANK assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultants, any of its rights or obligations under the

Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by UCO BANK.

g) Statutory Approval

The RTA shall obtain all the required statutory and other clearances from the respective Competent authorities. The RTA shall be responsible for complying with the all clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .

h) Release of information

The RTA shall not communicate or use in advertising, publicity, sales releases or any in medium, photographs or other reproduction or works under the contract or other information concerning the service unless prior written permission has been obtained from Bank.

i) Penalties

RTA shall reimburse any penalties/fines imposed upon the Bank, for non compliance or contravention, by the RTA, of any of the provisions of SEBI Regulation, 2015 and other Regulators.

j) Dispute resolution mechanism

The successful 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:

a. 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.

b. The matter will then be taken up for resolution by General Manager (Finance) or Deputy General Manager (Finance) of UCO BANK and the Authorized Official of the successful Bidder. The matter shall be resolved between them and the agreed course of action be documented within a further period of 15 days.

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.

Notwithstanding anything is contained for Dispute Resolution Mechanism, if the dispute exist for 30 days, the Bank will have option to take recourse under provisions of law as deem appropriate.

k) Legal jurisdiction

Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Kolkata court only.

l) Integrity Pact (IP)

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 bids are 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:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- Bidders not to enter into nay undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 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.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- 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 Notice Inviting Tenders (NIT)/Request warrantee/guarantee. Format of IP is attached as **Annexure 8** 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

Integrity Pact (IP) should be deposited along with Technical Bid at the address mentioned in RFP document.

**BID FORM
(Annexure 1)**

**The General Manager
UCO BANK
Finance Department, Head Office
No.2, India Exchange Place
KOLKATA**

Sir,

Reg.: Our bids for Share Transfer Agent of the Bank.

In response to your RFP dated _____, we offer our Bid as per the bid documents enclosed.

We understand that:

1. The Bank is not bound to accept the lowest or any bid received and may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, an MoU/ agreement. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance there of, shall constitute a binding contract between us.
4. The name of successful bidder to whom the contract is finally awarded shall be informed separately by e-mail and by Registered post/courier.

Dated at _____ this _____ day of _____ 2018.

Yours faithfully,

Authorized Signature : _____

Name and Title of the Signatory : _____

Name of the Bidder : _____

Address : _____

SEAL OF THE BIDDER

(Annexure-2)
GENERAL INFORMATION
(TECHNICAL BID)

Sl.No.	Description	Remarks
1)	Name of the Company (Memorandum and Articles of Association of the bidder along with certificate of incorporation to be enclosed. Certificate of commencement of business wherever applicable shall be enclosed.)	
2)	Registered Office / Corporate Office address, including addresses of offices at Kolkata and Hyderabad with following details <ul style="list-style-type: none"> - PAN NO. @ - TAN No. @ - GST Registration No. - Other Statutory No., if any @ 	
3)	Name (s) of the Chairman, Managing Director & other Director (s) with the following details : <ul style="list-style-type: none"> a. e-mail address b. Telephone Number / Mobile Nos. c. Fax Number d. Office Address e. PAN No. @ 	
4)	Background of the Promoter/Director	
5)	Net worth/Turnover/Net Profits of the company as per last 3 Audited Accounts @	
6)	Details of outstanding statutory dues, if any	
7)	ISO certification, if any @	
8)	Registration Numbers with SEBI as Category I R & T Agent validity	
9)	Details of experience in providing RTA services	
10)	Total capacity to handle business	
11)	Number of Folios being served by the company presently, as on 31.03.2017 and 31.03.2018 – Client-wise	
12)	Whether RTA Activities are based at the Registered Office? If no, address of the premises of RTA Activities. Details of offices at other places including at Kolkata	
13)	Approximate area in sq. ft. of the premises where RTA activities are being undertaken. Whether premises is owned or rented. If rented, the remaining lease period.	
14)	Major Public/Right issues etc. handled during last three years i.e. 2015-16 to 2017-18: - <ul style="list-style-type: none"> a) Name(s) of the Client b) Book-building/fixed price issue c) Volume d) Month/Year 	

	e) Whether a Client at present	
15)	Whether web based Complaint Tracking system is being provided at present to clients? If yes, give details.	
	<p>The details of Infrastructure facilities available with the company, viz.,</p> <ul style="list-style-type: none"> a) Hardware b) Software c) Software Development d) Storage capacity e) Safe Deposit vaults f) Security g) Manpower h) Insurance cover i) Others 	
16)	Details of dedicated team structure exclusively available to render RTA services to the Bank	
17)	Details of legal personnel to handle legal matters(details of qualifications, expertise etc)	
18)	<p>Methodology adopted for maintaining backup of Database?</p> <p>Whether the company has</p> <ul style="list-style-type: none"> a) Disaster Recovery Plan (DRP) in place, - if yes, details thereof b) Power backup facility & details thereof c) Other system (Please specify) 	
19)	Space available for safe keeping relevant records connected with the company's work and maintenance of shareholder's documents	
20)	Details of facilities for bulk dispatch by Ordinary/Registered Post/Courier etc.	
21)	Details of connectivity with NSDL/CDSL for handling demat shares and the details of software/Hardware to handle dematerialized shares in order to working tandem with NSDL/CDSL system.	
22)	Facilities available for payment of dividend through NECS (National Electronic Clearing System)	
23)	<p>Whether any appeal/unresolved dispute/suit/case is pending at any court, judicial or otherwise in India regarding the existence of the business/their right to handle RTA services.</p> <p>- If so, details thereof including its present status.</p>	
24)	Organization Chart.	

25)	Whether the Company has ever been barred/blacklisted by any of its clients for whom it was/is acting as Share Transfer Agent. If yes, please give details viz. name of the Company, when barred & reasons thereof etc.	
26)	Other details	

@ Submit self attested photocopy of the document.

Date :

Authorised Signatory

Place:

(NAME :)

DESIGNATION:

SEAL

(Annexure -3)

COMMERCIAL BID

Sl.No.	Particulars	No. of shareholders/ Instruments*	Rate Per folio/ client id/ instrument B	Frequency C	Total AxBxC
1	Folio Maintenance (No. of Folios as on 30.09.2018)	3,00,000	(Rs. _____ (Per Folio/Client ID per month)	12 (No. of months)	
2	Dividend processing, over printing of particulars on dividend instruments, generation of ECS advices, Reconciliation etc., (entire work relating to dividend payment from printing of instruments upto the stage of dispatch of Dividend Warrant/ECS advices and reconciliation)	3,00,000	Rs. _____ (Per per Instrument)	1 (One occasion)	
3	Maintenance of communication link with two depositories (NSDL & CDSL). (Specify monthly charges)	NA	_____ (Rupees per month)	12 (No of months)	
4	Activity relating to green Initiatives including sending ECS intimation, Annual Reports and any other notices via E-mail	1,50,000* (E mails approximately)	Rs. _____ per mail	1 (occasion)	
5	Total (i.e. Sum total of 1 to 4)				

***The number of shareholders/instruments/e-mails mentioned are indicative only. The actual number may increase or decrease during the contract period. Payment will be made at the actual number of folios service during the contract period.**

Note:

a) The charges pertaining to the following shall be included as Folio maintenance charges. No separate charges allowed for these services.

- i) Transfers of shares/Transmission of shares / issue of duplicate share certificates/ Split of shares/ Transposition/ consolidation/rematerialisation of shares/dematerialisation of shares etc.,/Registration of power of attorneys etc.,
- ii) Registration/Modification/ deletion transactions like change of addresses /name/bank mandate etc.
- iii) Revalidation of dividend warrants/issue of duplicate dividend warrants etc.,
- iv) All types of correspondence with the shareholders in attending their grievances.
- v) Providing complete details of shareholders in soft copy as and when required.
- vi) Maintenance of a Web Based services – A dedicated website of RTA providing login interface to the Bank to obtain online tracking system of shareholder grievances. Providing online information of shareholder status and other reports.
- vii) Maintenance of shareholder register and transfer books and storage and preservation of old records.
- viii) Assistance in conducting AGM/ all EGMs, as and when required to be conducted during the year, for taking attendance of the shareholders (including of deputing the personnel and arranging the required infrastructure).

b) Following expenses incurred will be reimbursed on actual basis on submission of relevant bills/vouchers at monthly intervals.

- i) Communication charges for sending letter to shareholders/ Company/statutory Authority through (i) ordinary post (ii) speed post (iii) low cost courier (iv) Fax.
- ii) Cost of printing material, Computer stationery and other material used for printing of records/correspondence etc.,
- iii) Cost of dividend warrant stationery / ECS confirmation letters/other forms duly approved by the Bank including cost of stationery.

Date :

Authorised Signatory

Place:

(NAME :)

DESIGNATION:

SEAL

(Annexure - 4)

SCOPE OF WORK

The Registrar and Share Transfer agent is required to carry out the following activities:

A. SERVICES RELATING TO EQUITY SHARES :

1. Taking over the service of Registrar and Share Transfer Agents from the existing service provider including data migration and taking into its possession with due inventory details of all the existing records pertaining the past RTA operations. This will be sole responsibility of the successful bidder appointed as Registrar and Share Transfer Agent to collect, preserve and make available the old records for appropriate processing of the shareholder requirements. It shall be the duty of the successful bidder who shall be appointed as new RTA to collect every details/records from the existing RTA including of the claims/suit filed accounts and also to ensure to defend all cases to protect Bank's interest.
2. The RTA shall build up all the existing data in their systems and shall enable the Bank to view the existing data through its web based services within 30 days failing which, at the sole discretion of the Bank, such appointment is liable to be cancelled. Bank will not reimburse any expenses incurred in taking over all the records from our existing registrars and transfer agents and for building up the data in the RTA system.
3. Live Folio Maintenance and Maintenance of Web Based Services – A dedicated website for online information to the Bank and its shareholders including facility for lodging and Tracking complaints including SEBI-SCORES, Nomination and ECS Mandate etc.
4. Maintenance of Shareholders' documents viz; Power of Attorney/s, duly executed Indemnity Bond/s, Succession Certificate/s, Letters of Administration, Probates of Wills, Marriage Certificates, Death Certificates, Memorandum of Articles of Association, Trust Deeds, Board Resolutions & Signatures of Authorized Signatories etc. for Companies/Bodies Corporate/Trusts etc.
5. Preparation of Various Returns and MIS Reports at periodical intervals required by the Bank and other reports relating to General Meeting/Election of Directors etc.
6. Providing relevant data/input promptly and within stipulated time frame for submission of intimation to Stock Exchanges in terms of SEBI LODR Regulations, 2015 and other statutory regulatory bodies as per applicable laws rules and regulations.
7. Transfers/Transmissions/Transpositions/Consolidation/ Splits/ demat/ remat/ issue of duplicate share certificate / release of stop transfer request of the shareholders within the stipulated time limit.

8. Attending the correspondence received from shareholders pertaining to the transactions of change of addresses / name / bank mandate / ECS mandate / nomination / lien / power of attorney etc.
9. Depository Related Services to the Shareholders of the Bank wherever applicable i.e. handling of dematerialization of the Share Certificates/Scripts as per the terms and conditions of the Tri-partite Agreement entered into between the Bank, RTA and the National Securities Depository Ltd, and/or Central Depository Services (I) Ltd.
10. Entire work pertaining to the Interim/Final dividend payment from processing, over printing of instruments and up to the stage of dispatch of Dividend Warrant/ECS advices. Attending the work relating to previous dividend warrants which includes Revalidation of dividend warrants, issue of duplicate dividend warrants and Reconciliation of dividend warrants accounts,
11. Printing of Dividend Warrant/ECS letter /Postal Ballot Form//Envelopes/Other Stationery duly approved by the Bank. Actual postage paid to the Dept. of Post by the R&TA for bulk mailing like dispatch of Dividend warrants & ECS, Postal ballots, Annual Reports etc. would be reimbursed.
12. Generation of addresses of Shareholders, City-wise bifurcation etc. for dispatch of Annual Report/Postal Ballot etc. of the Bank to whom Annual Report is to be sent in physical form.
13. Initiating and completing all the regulatory formalities required for shifting of NSDL/CDSL connectivity and building up the data in RTA system for starting the functions as the RTA, within 30 days from the date of letter of appointment to act as a RTA.
14. Assistance in conducting AGM/EGM etc. at Kolkata for taking attendance of the shareholders (inclusive of deputing the personnel and arranging the required infrastructure). Generation of EVSN for remote E-Voting on agenda items/s of AGM/EGM and other activity relating to E-Voting and coordinating with the Agency appointed by the Bank for E-Voting.
15. RTA shall perform all work as Registrar & Share Transfer Agents in connection with the Shareholders of the Bank, in accordance with the provisions of the relevant statutes governing the UCO Bank (Shares and Meetings) Regulations 2003 as amended from time to time, Banking Companies (Acquisition and Transfer of Undertaking) Act,, 1970, Banking Regulation Act, 1949, Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Guidelines, Rules and Regulations.
16. Serving of notices, Annual Report, ECS intimation etc. via e-mail to the eligible shareholders as a part of GREEN Initiatives as notified by MCA. Presently, around 1,50,000 e-mails are available in the records.

17. Correspondence with Shareholders / Company/ Court, Consumer Forum etc.

In addition, the Registrar shall:-

- a) Maintain liaison with Bankers, Postal Authority, and Stationery Printers for the dividend activities. It is the responsibility of RTA to coordinate with the dividend paying banker for Dividend Reconciliation Statement on monthly basis and more particularly at the time of transferring the Unpaid Dividend Account to Investors Education & Protection Fund after expiry of 7 years from the date of transfer to the said unpaid Dividend Account.
- b) Provide the information/documents/certificates/ registers required for filing /furnishing statutory return/Reports/ SEBI, Stock Exchanges or any other Statutory Authority.
- c) Settle the grievances of the Investors as RTA within the statutory time limit as well to file the Action Taken Report in the online portal of SEBI Investor Complaint System i.e. **SCORES**.
- d) Carry out all other activities not mentioned specifically above but prescribed under SEBI (Registrar to an Issue and Share Transfer Agent) Rules and Regulations, 1993, and any other Act and Regulations as may be applicable for RTA work.

(Annexure - 5)

AFFIDAVIT

(On Non-Judicial Stamp Paper of requisite value)
(To be executed before a Notary public or a
Magistrate)

I, _____, (Name),
_____(Designation Viz Director/General
Manager/ Authorised Representative) of M/s. _____
_____ declare that :

1. We are submitting Bid for the Work "Appointment of Registrar and Transfer Agent (RTA)" against RFP Reference No. _____ dated _____
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All documents / credentials submitted along with this Bid are genuine, authentic, true and valid.
4. If any information and document submitted is found to be false/ incorrect at any time, Bank may cancel my Bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Bidder

(DEPONENT)

VERIFICATION

I..... , the above named deponent do
hereby
verify that the contents of the paragraph 1 to 4 are true to my
knowledge, nothing has been concealed and no part of it is false.

Signed at
.....(Place) on2018.

Deponent

Seal of Notary*

(Annexure – 6)

PROFORMA FOR SECURITY / PERFORMANCE BANK GUARANTEE

To
UCO BANK
10, B T M Sarani
KOLKATA – 700 001

Bank Guarantee No... Dated.....

LETTER OF GUARANTEE

1. Whereas M/s_____ (Name of the Selected bidder Company) (hereinafter referred to as the 'Registrar and Transfer Agent') and 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") have entered into an Agreement dated _____ (hereinafter called the said AGREEMENT) for the Registrar and Transfer Agent to act as the Share Transfer agents of the UCO BANK on the terms and conditions mentioned therein.
2. We, _____, _____, _____, _____, _____ (indicate the name of the bank ISSUING THE BANK GUARANTEE) at the request of the Registrar and Transfer Agent, do hereby undertake to pay UCO BANK to the extent of Rs.10,00,000/- (Rupees Ten Lakh) against any loss or damage caused to or suffered or would be suffered by the UCO BANK, by reason of any breach by the REGISTRAR AND TRANSFER AGENT of any terms and conditions of the said Agreement and/or in the performance of the said AGREEMENT by the REGISTRAR AND TRANSFER AGENT.
3. 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 Registrar and Transfer Agent of any of the terms or conditions contained in the said Agreement or by reason of failure of REGISTRAR AND TRANSFER AGENT to perform the said Agreement. Any such demand made on THE BANK ISSUING THE GUARANTEE 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.

4. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the REGISTRAR AND SHARE TRANSFER AGENT 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 thereunder and the REGISTRAR AND SHARE TRANSFER AGENT shall have no claim against us for making such payment.
5. We _____, Kolkata (indicate the name of the bank ISSUING THE BANK GUARANTEE), hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said AGREEMENT and that it shall continue to be enforceable for one year from the date of expiry /termination of the Agreement and that if any claim accrues or arises against us, _____ (indicate the name of the bank ISSUING THE BANK GUARANTEE) by virtue of the GUARANTEE before one year from the date of expiry /termination of the Agreement, the same shall be enforceable against us, _____, Kolkata (indicate the name of the bank ISSUING THE BANK GUARANTEE) provided that notice of any such claim has been given by the UCO BANK before one year from the date of expiry /termination of the Agreement. Payments under this LETTER OF GUARANTEE will be made promptly upon our receiving the notice to that effect from the UCO BANK on demand and without protest or demur.
6. It is fully understood that this Guarantee shall become effective from the date of the said AGREEMENT and that We, _____ Kolkata, (indicate the name of the bank ISSUING THE BANK GUARANTEE) undertake not to revoke this Guarantee during its currency without the prior written consent of the UCO BANK.
7. We, _____, Kolkata, (indicate the name of the bank ISSUING THE BANK GUARANTEE) hereby further agree that UCO BANK shall have the fullest liberty, without affecting in any manner our obligations herein under, to any of the terms and conditions of the said AGREEMENT or to extend the time of performance of the said AGREEMENT by the REGISTRAR AND TRANSFER AGENT from time to time any of the powers exercisable by UCO BANK against the REGISTRAR AND TRANSFER AGENT and to forbear or to enforce any of the terms and conditions relating to the said AGREEMENT and We _____ (indicate the name of the bank ISSUING THE BANK GUARANTEE) Kolkata, shall

not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the REGISTRAR AND TRANSFER AGENT or any forbearance and/or omission on the part of UCO BANK or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the REGISTRAR AND SHARE TRANSFER AGENT.
9. 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:
 - i) Our liability under this Bank Guarantee shall not exceed Rs. 10,00,000 (Rupees Ten Lakhs) only.
 - ii) This Bank Guarantee shall be valid upto and
 - iii) 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).

FOR AND ON BEHALF OF

(Name of the Bank

(Authorised Signatory)

Name:

Designation:

(name of the bank) Address:

Date :-

INDEMNITY BOND

(To be typed on non-judicial Stamp Paper of Rs. 100/- and attested by Notary Public)

The indemnity bond made on the _____ day of _____ 2018 by M/s. _____ (Name of the Selected bidder Company) (hereinafter referred to as the 'Registrar and Transfer Agent') in favour 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").

Whereas M/s _____ (Name of the Selected bidder Company) entered into an Agreement dated _____ with UCO BANK (hereinafter called the said AGREEMENT) for the Registrar and Transfer Agent to act as the Share Transfer agents of the UCO BANK on the terms and conditions mentioned therein for a period of five years.

Now, therefore this indemnity bond witnesses as follows:

That in performance of the assignment as per the Agreement, the Registrar and Share Transfer Agent shall exercise reasonable skill, care and diligence and keep UCO BANK indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Registrar and share transfer agent or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the Agreement.

IN WITNESS WHEREOF this Deed has been executed at _____ by the aforesaid Registrar and Share Transfer Agent through its Authorized Representative, in the presence of witnesses.

Witness:

1.
(signature, name and address)
2.
(signature, name and address)

(Authorised Signatory)
Name of the Authorised signatory
Address and seal of the Registrar & Share Transfer Agents

Annexure – 8

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Act of the respective State)

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 Finance Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes avail Share Transfer Agency services hereinafter referred to as Services.

And

M/s_____ represented by_____ Chief Executive Officer, (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 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 Banking Companies (Acquisition & Transfer of Undertakings) Act 1970. 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 supply / purchase / etc of _____ 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 behavior) 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 or 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 at _____ on _____ (Seller/Bidder) and _____ on _____ (Buyer)

BUYER
Signature:
General Manager/Dy G M,
UCO Bank ,
.....Department

BIDDER * /SELLER*
Signature:
Authorized Signatory (*)

Place:

Place:

Date:

Date:

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)