



Ref no. HO/FIN/1993/2020-21

Date:14.01.2021

REQUEST FOR PROPOSAL

Selection of Merchant Banker /Arranger for Proposed Tier-II Bonds

UCO Bank
Finance Department
3rd Floor, 2 India Exchange Place
Kolkata-700001
033-44557258/44557229
Email :hoacs.calcutta@ucobank.com

Last date of submission of bids : 28th January, 2021

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

This Document is prepared by UCO Bank for Selection of Merchant Banker /Arranger For Proposed Tier-II Bonds Issue. It should not be reused or copied or used either partially or fully in any form. This document is meant for the exclusive purpose of bidding as per the Specification, Terms, Condition and Scope Indicated and shall not be transferred, replaced or otherwise used for purpose other than that for which it is specifically issued.

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for 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.

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**REQUEST FOR PROPOSAL FOR SELECTION OF MERCHANT BANKER/ARRANGER
FOR RAISING TIER-II BONDS.**

IMPORTANT DATES FOR BIDDERS

SN	Event	Schedule
1	Last date for submitting queries for the Pre-Bid Meeting	20.01.2021 at 3.00 PM (Pre bid queries submitted on email only)
2	Date & Venue of Pre Bid Meeting	21.01.2021 (through VC or at the office address mentioned below)
3	Last date for submission of Bids	28.01.2021 at 4 PM
3	EMD	Rs 1,00,000/- (Rupees One Lakh only)
4	Date & Place of Opening of technical bids	28.01.2021 at 4:30 pm
5	Date & Place of opening of Financial bids of the technically qualified bidders	Will be communicated separately

The bids may be submitted by hand delivery/registered post/speed post/courier and the same must reach us on or before 28.01.2021 on at the following address:

“General Manager”
Finance Department
3rd Floor
2, India Exchange Place
Kolkata-700001
Contact : 033-44557229/44557258
Email: hoacs.calcutta@ucobank.co.in

(Note : Bid received thereafter shall not be considered /accepted)

Quotation for issue of Unsecured, Non-Convertible, Fully Paid-up, redeemable Listed, Basel III Compliant, Tier-II Bonds (Series IV) in the nature of Debentures for inclusion in Tier-2 Capital of Face value of Rs 10.00 lacs each ("Bonds") of Rs 100 crore plus green shoe option of additional Rs 400 crore on private placement basis (the "issue") by UCO Bank (the "issuer"/the "Bank")

1. ABOUT THE BANK

- A. UCO Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, has its Head Office at 10, B T M Sarani, Kolkata – 700 001. The Bank's history is parallel to India's freedom struggle and was founded by noted industrialist Shri G D Birla. UCO Bank (hereinafter referred to as "Bank") is one of the leading Public Sector Banks having pan India presence. The Bank was nationalised on 19th July'1969 and is presently a Public Sector Bank with the Government of India holding major stake of its Capital.
- B. Bank has a sizable customer base, along with 42 Zonal Offices and 3087 branches as on 30.09.2020. All the branches of the Bank in India are networked on the Core Banking Platform.

For further details please visit Bank's website www.ucobank.com

2. PROPOSAL

Our bank is proposing to raise Tier II Capital by issue of Unsecured, Non-Convertible, fully Paid-up, redeemable, Listed, Basel III Compliant, Tier-II Bonds (Series IV) in the nature of Debentures for inclusion in Tier-2 Capital of face value of Rs 10.00 lacs each ("Bonds") of Rs 100 crore plus green shoe option of additional Rs 400 crore on private placement basis (the "issue")

The aforesaid issue of Bonds has been rated as: **AA-** (Outlook-Negative) by M/s India Rating & Research Pvt Ltd. and **AA-** (Outlook Stable) by M/s Acuite Rating & Research Pvt Ltd.

3. PRE-CONDITION OF SUBMISSION OF THE BID

For technical qualification, the Bidders should satisfy the following eligibility criteria and submit the following documents:

SN	Eligibility Criteria	Document to be Submitted
A	Should be a SEBI registered Merchant Banker listed on Prime Data Base and should have SEBI license valid till the closure of the issue. (Mere submission for renewal certificate will not be considered as fulfillment of eligibility criteria).	SEBI Certificate

B	Should have experience in handling Basel III Compliant Bonds issue of at least one Public Sector Banks by Private Placement, anytime during the last three financial years.	Allotment letter/Disclosure document
C	It should be on firm commitment basis for Rs 100 crores and thereafter, in multiples of Rs 50 cr.	Declaration Signed by Authorized Signatory
D	The Arranger/Merchant Banker should not have defaulted in any of their post commitment in any domestic Bank Bond issue.	Undertaking
E	Arrangers/Merchant Bankers should not have been blacklisted /debarred/prohibited by any regulatory /Statutory authority/Public Sector Undertaking including Public Sector Bank in the past for raising of Debt instruments	Undertaking as per Annexure-V (Pg-29)
F	Arranger/Merchant Bankers to submit a Confirmation on Compliance of Eligibility Criteria and to submit undertaking for compliance of laws/regulations/rules	Undertaking as per Annexure-VI (Pg -30)

Instruction with regards to Bids: Financial Bids will be opened only if the Bidder is qualified in the Technical Bid. The financial bids will be evaluated based on the Lowest-1 (L1) Bid. The bid shall be evaluated after taking into account, the coupon rate, bid amount and the arrangers' fee if any. The Bank shall shortlist and appoints the arranger(s) to the issue based on the lowest all-in-cost (coupon rate plus arranger fee) on Internal Rate of Return (IRR) basis, subject to fulfillment of eligibility criteria. However, the bank reserves the right to negotiate the fee/ coupon rate with L-1 bidder/s Merchant Banker(s)/Arranger(s) and so on.

- a) Merchant Banker/Arranger should be in the **Top 20** ranking of prime league for issue type(all Categories): Last 9 Months (Apr 20- Dec 20)
- b) Rate of Interest to be quoted should be per annum and up to 2 decimals;
- c) The Bank reserves the right to negotiate the Rate of Interest further with the L1 bidder/s Merchant Banker(s)/Arranger(s);
- d) Conditional tenders are not acceptable and will out rightly rejected;
- e) The short listed Merchant Banker (s) / Arranger (s) shall not have any right to insist the Bank for extension of the Bond issue in case the amount committed is not mobilized by them during the initial duration

of the Bond issue. In the event, the full issue amount is not mobilized; the arrangers shall bring in the balance subscription before the initial closing date of the issue;

- f) Bank has every right to accept/reject the bid without assigning any reason whatsoever at the sole discretion of the Bank without any cost and compensation therefor. The decision of the Bank in regard to selection of Merchant Banker/Arranger will be final and binding;
- g) Bank reserve the right to revise, modify, cancel and alter the terms of the issue at its sole discretion;
- h) Bank reserves the right to extend the issue or to foreclose the issue to make bond issue successful at its own discretion;
- i) If any information provided by the bidder is found and / or proved to be incorrect or misleading the bid will be rejected /disqualified. The arrangers will also be blacklisted for all future bond issue of the Bank;
- j) If the shortlisted Merchant Banker/Arranger does not mobilize their individual target amount, withdraws their bid after selection, apart from forfeiting the Merchant Banker's/Arranger's fee, they will be blacklisted from all future bond issues of UCO Bank and such black listing will be communicated to the Prime Data base and PSUs;
- k) The submission of tender by a Merchant Banker/Arranger implies that he has read the contents of the RFP document and has accepted all terms and conditions mentioned in this RFP document;
- l) Merchant Banker /Arranger short listed shall comply with all the statutory provisions for issue of Basel III compliant Tier-II Bonds through private placement specifically, relevant Reserve Bank of India circulars, statutory provisions relating to private placements in SEBI regulation along with relevant rules and clarification, etc. and also advise the Bank on these matters.
- m) In case required, and at its sole discretion, Bank reserves the right to appoint more than one Merchant Banker (s) as Arranger(s) to the issue at the lowest quoted interest rate based on L1 bid rate in order to make the Bond Issue fully subscribed.
- n) The submission of tender by a Merchant Banker implies that he has read the contents of RFP Document and has accepted all the terms and conditions mentioned in this RFP document.
- o) Appointment of Merchant Banker(s) / Arranger(s) is subject to complying with all the terms and conditions mentioned in the RFP document and shall be valid till the allotment of Tier- II Bond Issue of the Bank. In case, during this period, if it is found that the appointed

Merchant Banker(s) / Arranger(s) to the Issue do not meet the eligibility criteria for the appointment, mandate issued is liable to be cancelled at any time at the sole discretion of the Bank, and shall be sued legally for all the related consequences. For all such matters of litigation, courts of Kolkata shall be the jurisdiction.

- p) Any notice served by the Bank on the Merchant Bankers under this agreement shall be deemed to have been duly served on by sending through Registered post to the address mentioned in the RFP document / document submitted by the Merchant Bankers.
- q) Merchant Banker / Arranger short listed shall comply with all the statutory provisions for Issue of Basel – III Compliant Bonds through Private Placements, specifically, relevant Reserve Bank of India Circulars, statutory provisions relating to Private Placements in SEBI Regulations and Companies Act, 2013 along with relevant rules and clarifications, etc. and also advise the Bank on these matters.
- r) No representation shall be accepted by the Bank in respect of any of the decision taken by the Bank pertaining to this RFP. The decision of the Bank shall be final and binding upon the Bidders.

The participating Bidders are mandatorily required to submit a pre-contract integrity pact **(as per annexure IV)** which should be printed on Rs 500 stamp paper and signed by the authorized signatory.

4. SCOPE OF ASSIGNMENT

The Scope of assignment for the successful bidder is as detailed below:

During the issue

- Arranging fund, to the extent of their individual target for the issue either by them or through market intermediaries;
- Maintenance of records for making offer to the investors as required under SEBI, RBI, Companies Act, 2013 and related rules;
- To ensure that maximum number of investors prescribed in companies act 2013 and related rules for private placement are not breached;
- Collecting the original applications from investors and handing over the same to the Registrar and Transfer Agent of the Bank/ or facilitating Electronic Bidding, as may be necessary;
- Reporting to the Bank on the amount mobilized with banking details and reconciling the same.

Post Issuance

- To ensure that all original applications are handed over to Registrar and Transfer agent;
- Assisting the Bank in allotment of Bonds in Demat mode at NSDL and CDSL within the due date;
- Assisting the Bank in preparation of final documents and listing of Bonds with stock exchange (s) within the due date;
- Assisting the Bank in filing various statutory documents with SEBI / Stock exchange etc.
- Any other compliances

The bids will be opened before the committee designated for the purpose at the UCO Bank, Head Office, Finance Department, 3rd Floor, 2, India Exchange Place, Kolkata-700001.

Arrangers / Merchant Bankers participating are invited to attend the meeting.

5. SUBMISSION OF BID APPLICATION FORMS

Annexure II (technical Bid) along with a copy of SEBI registration Certificate and other necessary documents (as per S.No. 3) and Annexure II (commercial/financial bid) have to be submitted in two separate envelopes duly superscribed as “**Technical Bid-Annexure II**” and “**Commercial /Financial Bid –Annexure III**”

The sealed tenders containing both technical and financial bids in separate sealed envelopes should be submitted simultaneously to the address as mentioned above, In hard copies, in original, duly signed by the authorized signatory of the company.

6. VALIDITY

The validity of the Bid shall be applicable for period of 15 Days. The engagement of Merchant Banker pursuant to this selection process shall remain valid for 3 months unless terminated by the bank at its own convenience.

7. 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 Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – IV (Pg-21)** 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) Smt. Vijayalakshmi R. Iyer
Flat No. – 1402, Barberry Towers,
NaharAmrit 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 the concerned Department along with the Technical Bid.

8. PAYMENT TERMS

All bills for one time arranger fee to be raised in INR and will be payable in INR only after successful and satisfactory closure of the Tier-II capital raising.

9. EARNEST MONEY DEPOSIT

The bidder shall furnish as part of its bid, Earnest Money of Rs 1,00,000/- (Rupees One lakh only). The Earnest Money is required to protect Bank against risk of bidder's conduct during the period of bid validity. The Earnest Money shall be submitted in the form of Demand Draft issued in favour of "UCO Bank" and payable at Kolkata. Any technical bid without the Earnest Money, as desired, will be rejected without assigning any reason(s).

Particulars of Job to be undertaken	EMD
Appointment of Merchant banker/Arranger for Tier-II Capital Raising	Rs. 1,00,000/- (Rupees One Lakh Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned (without any interest) to them on completion of the bidding/procurement process.

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

- a. If the bidder withdraws its bid during the period of bid validity (15 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the **successful bidder fails**:
 - To sign the contract in the form and manner to the satisfaction of BANK

10. 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 including Integrity Pact / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 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.

11. Pre Bid meeting

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: hoacs.calcutta@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.

12. Modification and Withdrawal of Bids

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

13. Introduction and Disclaimer

This Request for Proposal document ("RFP") has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for Selection of Merchant Banker /Arranger for Proposed Tier-II Bonds Capital. The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services

14. 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 foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics.
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

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

15. 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.

16. Indemnity:

Merchant Banker/ Arranger shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suites, liabilities (including statutory liabilities), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- i. The breach, default or non-performance of undertaking, warranties, covenants or obligations under this RFP by Merchant Banker/ Arranger.
- ii. Violation of any intellectual property right;
- iii. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by Merchant Banker/ Arranger.

17. Other Terms and Conditions

- a. Erasures or Alterations: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.
- b. Preliminary Scrutiny: Bank will scrutinize the offers to determine whether they are complete, whether any error has been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed and whether price bid has been quoted as per prescribed method. Offers not conforming to the prescribed guidelines and or with incorrect information or not supported by relevant documentary evidences wherever called for, would be summarily rejected. However, Bank, at its sole discretion, may waive any minor non-conformity or any irregularity in an offer. Bank reserves the right for such waivers and this shall be binding on all bidders.
- c. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- d. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- e. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder.
- f. Jurisdiction: The jurisdiction of the courts shall be Kolkata.
- g. Publicity: Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of Bank. The Successful bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless bank first gives the Successful bidder its prior written consent.

- h. Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable.
- i.** The products provided by the bidder for the proposed solution must be legally obtained. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder

CONFIDENTIALITY & NON DISCLOSURE:

The Merchant Banker/ Arranger will hold the Confidential Information in complete confidence and shall not use or disclose any Confidential Information of the Bank to any other person or entity or otherwise transfer, publish, reveal or permit to access the Confidential Information without the express prior written consent of the Bank.

Merchant Banker/Arranger, its employees, agents etc., receiving confidential information from the Bank shall protect such confidential information from any unauthorized/unethical disclosure or usage. Upon receipt of a request from the Bank, the vendor shall promptly return to the Bank all materials containing any Confidential Information of the Bank. The provisions of this section shall not apply to any information which is:

- I. Within the knowledge of the Merchant Banker/Arranger in a rightful manner prior to the receipt of such information from the Bank or
- II. Becomes public knowledge by acts other than those of the Merchant Banker/Arranger;
- III. Independently developed by the Merchant Banker/Arranger without a breach of obligations herein;
- IV. Rightfully received by the Merchant Banker/Arranger from a third party without restriction and without breach of this agreement or
- V. Disclosed by the Merchant Banker/Arranger to another without falling in the ambit of confidentiality.

Confidential Information includes, but it is not limited to, trade secrets, discoveries, concepts, know how, software, methodologies, techniques, designs, specifications, drawings, data, computer programs, business activities and processes, customer lists, reports and any other technical and

business information or communication, whether in oral, written, graphic, magnetic, electronic or other form, marked or designated to be "Confidential" or is known or reasonably should be known by the other party to be confidential or is of a confidential nature and/ or is made in the course of discussions, studies or other work undertaken between parties either through Emails or other means of communications.

sd/-

(Ram Kumar)

General Manager
Finance & Credit

Format for Self declaration

The following Declaration has to be submitted by the Merchant Banker along with the Technical Bid, on letterhead.

NAME OF THE ASSIGNMENT: Acting as Arranger to Basel III compliant Tier – II Bonds Issue of UCO Bank.

Declaration

a. We, (Name of Merchant Banker/Arranger) hereby declare that we have made ourselves thoroughly conversant with market conditions, Structure of Bonds, Scope of assignment, firm commitment amount, Etc. regarding the Basel III compliant Tier II Bond issue of UCO Bank to be opened for subscription.

b. Our quotation is in total conformity with the Tender stipulation and we do not have any additional technical or commercial conditions.

c. We, (Name of Merchant Banker/Arranger) undertake to arrange firm commitment amount of Rs..... Crore (RupeesOnly) and thereafter, in multiples of Rs..... Crore (Rupees.....Only) as per the terms of the RFP document.

d. We, (Name of Merchant Banker/Arranger) undertake to not to form any Cartels which may curtail the competition and hinder transparency of the entire process.

e. We, (Name of Merchant Banker/Arranger) accept all your terms and conditions mentioned in this RFP document.

f. We, (Name of Merchant Banker/Arranger) confirm that the details furnished by us in the RFP documents are true and complete and are as per the Original documents.

g. We, (Name of Merchant Banker/Arranger) undertake to produce the Original documents for verification before appointment in case short-listed.

h. We, (Name of Merchant Banker/Arranger) hereby declare that we have complied with / agree to comply with all the statutory formalities / guidelines / regulations / circulars issued by the Reserve Bank of India, Securities and Exchange Board of India (hereinafter referred to as "the Board"), Companies

Act 2013 read with relevant Rules and other relevant statutory provisions as applicable to us as arranger/merchant bankers regarding this Bond Issue.

i. We, (Name of Merchant Banker/Arranger) understand that UCO Bank has the sole right to decide to extend or close the Bond Issue after completion of initial duration of Bond Issue and the Merchant Banker (s) / Arranger(s) cannot insist UCO bank for extension of Bond Issue in case the targeted amount Committed are not mobilized .

j. We, (Name of Merchant Banker) solemnly undertake and declare that:

- I. All information, documents, statements produced for any purpose related to the issue/offer document, are authentic & duly signed by the responsible authorized officer, on the Company's letterhead or under the seal of the Company.
- II. Aforementioned information/ document/ statement are complete in all respects; authentic, duly substantiated by facts on record, true and correct and the (Name of Merchant Banker) will be solely and fully responsible for such information so provided.
- III. Under no circumstances (Name of Merchant Banker) would give or withhold any information or statement or document that is likely to mislead the Bank.

k. We, (Name of Merchant Banker/Arranger) declare that we have not defaulted in any of the past commitments in any Bank Bond Issue.

l. (Name of Merchant Banker) Indemnifies and hold harmless, UCO Bank and its officers, from any claims, actions proceedings, demands, liabilities, penalties, damages, judgment, losses and cost including fees and expenses arising out of or in connection with or in relation to the services rendered by the Arranger under this Declaration and shall reimburse UCO Bank in connection with any litigation arising out of, in relation to the Issue of Bonds , which may arise due to the negligence, misstatement, Ignorance, breach of terms of this Declaration by the Merchant Banker / Arranger.

Witness: For Arranger / Merchant Banker,

(To the Arranger/Merchant Banker)

Signature: Signature of Authorised Signatory

Name :

Date :

Place :

Format of Technical Bid

(On Letter Head)

To,

General Manager
 Finance Department
 3rd Floor
 2, India Exchange Place
 Kolkata-700001

Sir,

As per the requirement of RFP document for appointment of Merchant Banker / Arranger for the Basel III Compliant Tier-II Bonds of issue of UCO Bank of Rs.100 crore with a green shoe option of additional Rs. 400 crore aggregating Rs 500 cr, we are furnishing herewith the required information towards the Technical Bid, attaching therein the relevant documents which are self –certified by me/us under my/our office seal:

Particulars	Details to be submitted
1. Name of the Bidding Merchant Banker/Arranger	
2. Constitution and Date of establishment	
3. PAN	
4. Profile of the Bidding Merchant Banker/Arranger(to be written in capital)	
5. Address of the Bidding Merchant Banker/Arranger	
6. Details of the contact person (Name, Address, Contact details)	
7. Details of registration with SEBI/RBI	
8. Net worth as on 31.03.2020 (Audited)	
9. Details of Basel compliant issues handled till date (Number of issues, Issue Size, PSU and Private Sector Separately)	
10.Ranking in Prime league for issue Type- Debt Private Placement for FY 2019-20	
11.Details of EMD	

****Relevant Documents to be submitted with self-certification***

We also confirm that-

- a) The Information submitted above is true and correct;
- b) We have not defaulted in any of our past commitments in any domestic Bank Bond issues;
- c) We have not been blacklisted/debarred/prohibited by any regulatory/Statutory Authority /Public Sector Undertaking/Central or State Government Undertaking, including Public Sector Banks in the past

For Arranger/Merchant Banker

Date :

Place :

Format of Commercial Bid
(On Letter Head)

To,

General Manager
Finance Department
3rd Floor
2, India Exchange Place
Kolkata-700001

Sir,

As per the requirement of the RFP document for appointment of Merchant Banker / Arranger for the Basel III Compliant Tier-II Bonds of issue of UCO Bank of Rs. 100 crore with a green shoe option of additional Rs. 400 crore aggregating Rs 500 cr. We are furnishing herewith the required information towards the Commercial/Financial Bid under my/our office seal:

Details of coupon Rate / Arranger Fee quoted for mobilization of Rs. 100 cr. on firm commitment basis

SN	Particulars	Bid Amount	Coupon Rate (% per annum) (Up to 2 Decimals)	Arranger fee (one time in % terms of total bid amount excluding GST but inclusive of Out of pocket expenses)
1	Raising Basel III Compliant Tier-II Bonds of issue of UCO Bank of Rs.100 crore with a green shoe option of additional Rs. 400 crore aggregating Rs 500 crore			

Minimum Bid amount of Rs.100 crore and thereafter in multiples of Rs 50 crore coupon rate to be denoted nearest to two decimals.

For Arranger/Merchant Banker

Date
Place

PRE - CONTRACT INTEGRITY PACT**(To be stamped as per the Stamp Law of the Respective State)**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 2021 between, on one hand UCO BANK, a body corporate constituted under The Banking Companies Acquisition & Transfer of Undertakings Act, 1970), as amended by the Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "Bank", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the **FIRST PART:**

AND

M/s.....represented by Shri..... (Hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **SECOND PART.**

WHEREAS the Bank proposes to procure consultancy services with end to end technological models (Registrar & Share Transfer Agent Service) and the BIDDER/Seller is desirous of offering/has offered the services and

WHEREAS the BIDDER/Applicant/Consultant is a private company/public company/Government undertaking/Partnership/LLP /Registered export agency and is the original manufacturer /integrator / authorized / Government sponsored export entity of the stores /equipment /item or service provider in respect of services constituted in accordance with the relevant law in the matter and the bank is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the Bank has floated a tender (Tender No:) hereinafter referred to as "Tender / RFP " and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "contract"

AND WHEREAS the Bank values full compliance with all relevant law of the land, rules, bye-laws, regulations, economic use of resources and of fairness /transparency in its relation with its Bidder(s)/ Contractor(s).

AND WHEREAS, in order to achieve these goals, the Bank has appointed independent External Monitors (IEM), to monitor the tender process and the – execution of the contract for compliance with the principles as laid down in this agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or “pact”, the terms and conditions of which shall also be read as integral part and parcel of the tender documents and contract between the parties.

NOW, THEREFORE in , consideration of mutual covenants contained in this pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence /predicated dealings, the parties hereby agree as follows and this pact witness as under:

The Contract is to be entered into with a view to:

Enabling the Bank to procure the desired said stores /equipment/item/services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDER/Applicant/Consultant to abstain from bribing or indulging in anti-corrupt practice in order to secure the Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bank will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

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

Commitments of the Bank

- 1.1 The Bank undertakes that no official of the Bank, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Bank will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the Bank will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Bank with full and verifiable facts and the same is prima facie found to be correct by the Bank, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Bank and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Bank the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the Bank that the BIDDER has not engaged any individual or firm or company whether Indian or foreign

to intercede, facilitate or in any way to recommend to the Bank or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Bank or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Bank, or alternatively, if any relative of an officer of the Bank has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 2013.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

3. Equal Treatment of all Bidders /Contractors/Subcontractors

3. Bidder (s)/Applicants (s) /Consultants (s) / Contractor (s) undertakes (s) to demand from all subcontractors a commitment in conformity with this integrity pact. The Bidder /Contractor shall be responsible for any violations) of the principles laid down in this agreement /Pact by any of its subcontractor /Sub-Vendors

3.1 The Bank will enter into pacts on identical terms as this one with all Bidders and Contractors

3.2 The BANK will disqualify those bidders from the Tender Process, who do not submit, the duly signed pact, between the BANK and the bidder, along with the tender or violate its provisions at any stage of the Tender Process.

4. Previous Transgression

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

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BANK resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (iv) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.
- (v) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The BANK will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (v) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying 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 and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

7. Independent Monitors

7.1 The BANK has appointed Independent Monitors as mentioned below (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. *(Names and Addresses of the Monitors are given in RFP):*

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.

7.6 The BIDDER(s) accepts that the Monitor(s) have the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable

to Subcontractors. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BANK will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties will offer to the Monitor (s) the option to participate in such meetings.

7.8 The Monitors will submit a written report to the designated Authority of BANK/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BANK / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

12. The parties hereby sign this Integrity Pact at KOLKATA on_____.

BANK	BIDDER
Signature :	Signature :
Name :	Name :
Designation:	Designation:
UCO Bank	Name of Org.
Office Seal	Office Seal
Witness	Witness
Signature :	Signature :
Name & Address :	Name & Address :
Signature :	Signature :
Name & Address :	Name & Address :

UNDERTAKING

"We hereby undertake and declare that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory or governmental authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/Employees of our concern or of our sister concern(s). It is certified that no conflict of interest exists as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to the Bank.

Further we hereby undertake that

- The decision taken by the Selection Committee of UCO Bank regarding the qualified Bidder shall be binding upon us."
- We will have no claim against UCO Bank whatsoever in case of discontinuation of the process of QIP process
- We have not been prohibited by any regulatory authority in offering such services and have not been blacklisted/debarred or penalized by any authority in the past.
- No action has been initiated on us by SEBI/CVC/RBI or any other government/ statutory agency with regard to any financial regularity.
- To Sign the Non-Disclosure Agreement with the bank and failure to sign the agreement would make our appointment as null and void.
- We meet the eligibility criteria specified in the RFP document.

If at any point of time, our above undertaking is found to be incorrect, the Bank shall have full right and discretion to reject/terminate our bid/contract/appointment at any point of time without prior notice. No fee or any other expenses would be paid in such a case.

Place:

Date:

Seal &
Signature

Note: The undertaking should be signed by the authorized signatory of the Bidder on the **Letter Head**. The content of the undertaking should not be changed. Clarification, if any, is to be provided separately.

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE
VALUE)

To

**UCO Bank
Head Office
Finance Department
Kolkata -700001**

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

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

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

Dated this _____ day of Jan, 2021.

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (ies)]