

Request for Proposal
For
Selection of Consultant to Streamline System and
Process relating to Retail and SME Business and
using technology to increase Credit flow
(Retendering)



Head Office-1
Retail Department
2nd Floor, 10 BTM Sarani, Opp. Tea Board
Kolkata-700 001

RFP REF NO: UCO/RETAIL/02/2018-19 Date: 10/07/2018

Cost of the RFP document: - Rs 10,000/- (Rupees Ten Thousands only)

The information provided by 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, reissue this RFP Document and all amendments will be advised to the bidders/hosted in the Bank's website and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by UCO Bank for Empanelment of Consultant for Streamlining System and Process for Retail and SME Business and increasing Credit in-flow. It should not be reused or copied or used either partially or fully in any form.

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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 selected Bidder.

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BID CONTROL SHEET

Tender Reference	UCO/RETAIL/02/2018-19 Dated 10.07.2018
Cost of Tender documents	Rs. 10,000/- (Rupees Ten Thousands only)
Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten Lacs only in the form of Demand Draft favoring UCO Bank, payable at Kolkata)
Date of issue of RFP	10/07/2018
Date of commencement of sale of tender document	10/07/2018
Last date for submitting queries for the Pre-bid Meeting	17/07/2018
Pre-Bid meeting /Venue	23/07/2018 at 11:30 AM, Head Office-1, Retail & MSME Department, UCO Bank Head Office, 10, B T M Sarani, Kolkata - 700 001
Last Date and Time for receipts of tender bids	06/08/2018 till 3:00 PM
Bids to be submitted	Tender Box placed at UCO Bank Head Office, Retail & MSME Department, 2 nd Floor, 10 B T M Sarani, Kolkata - 700 001 West Bengal
Opening of Eligibility Bids	06/08/2018 at 3:30 PM
Opening of Technical Bids	Will be informed subsequently to Eligibility qualified bidders.
Opening of Price Bids	Will be informed subsequently to Technical qualified bidders.
Address of Communication	UCO Bank Head Office, Retail & MSME Department, 2 nd Floor 10, B T M Sarani, Kolkata - 700 001 West Bengal
Email address	horetail.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 033-44557339 / 44557338 Fax : 033-44557352
Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI Act, the bids will be received till the specified time on next working day and will be opened at 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid	

Abbreviations and Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

- 1.** Bank means "UCO bank"
- 2.** RFP means the "Request For Proposal" document
- 3.** Recipient, Respondent, Consultant, Bidder means interested and eligible applicants responding to this RFP
- 4.** Proposal/ Bid/ Tender means "Response to the RFP Document"

PART- I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ branches and more than 2600+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution.

Being a Commercial Bank, giving Loans and Advances is among primary activities. Apart from our participation in meeting both Term Loan and Working Capital requirements of Trade and Service sector, Large/Medium and Small Scale Industries sector, including taking care of their Export/Import and non-fund based needs like Letter of Credit, Bank Guarantee etc., UCO Bank have a fairly large basket of loan products specially designed to suit personal needs of customers.

2. Objective

UCO Bank seeks to appoint a competent Consultant to assist the Bank in designing new products and provide support in implementation of sales, technology, credit processes, operations and collection systems for retail and MSME. These initiatives should inter alia cover the full process flow including loan sourcing, operations, credit monitoring and collections. The objective is to create 'best in class' credit and collection practices for the Bank, while managing the risk on the books for ensuring high profitability.

To fulfill the above objectives, UCO Bank invites Request for Proposal from reputed & professional firms/competent management consultants/companies for assisting the Bank in designing new products and providing necessary support in implementation of sales, technology, credit processes, operations and collections.

3. Eligibility Criteria

The eligibility criteria are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Documents in support of all eligibility criteria are required to be submitted by the bidders.

Sr. No.	Details	Support Documents to be submitted
1	The bidder should have supported at least one Public Sector Bank/Scheduled Commercial Bank (Public Sector Bank/Scheduled Commercial Bank Loan size for Indian operations > 1 lac Crore) as consultant in strengthening Retail and MSME business.	Self-declaration and documentary proof of assignment (Purchase order & Completion Certificate)
2	Bidder should be a professional management consulting company/ LLP/firm, but should not be a whole subsidiary of a foreign company.	Certified copy of Certificate of Incorporation issued by Registrar of Companies and Certificate of Commencement of business issued by Registrar of Companies (wherever applicable) and relevant Incorporation/ Registration Certificate of RoC (For LLPs).
3	Bidder core team should have worked in the credit and collections vertical in Retail/ MSME banking	<p>Details of employment history and Bio data of proposed team to be submitted. In addition, kindly provide reference letters from specific banks (Public Sector Bank/Scheduled Commercial Bank in India) where the team members may have worked.</p> <p>In case reference letter in the name of team member is not available, Bidder shall provide reference letter issued in Bidder's name and Bidder can provide a suitable self-declaration along with relevant documentary evidences issued by Bank on Bank's letter head with name of authorized signatory & Contact Details.</p> <p>Past relevant experience of core team members (not with the Bidder) will also be considered.</p>
4	Bidder should have consultation experience of different elements of collection – tele-calling, model development, field collection, technology.	Self-declaration with provision of checking the authenticity of information is required.

Sr. No.	Details	Support Documents to be submitted
5	Self-Declaration / affidavit by the bidding firms/company as to their technical competence.	Self-declaration on company Letter head to be submitted by bidders
6	Bidder should be a profit making company/firm during the immediate last 3 years financial year's i.e, 2015-16 (Audited), 2016-17 (Audited) and 2017-18 (Provisional or Audited)	Certified copies of Audited Financial Statements or letter from chartered accountants (and Annual Reports, if applicable) for the last three financial years should be submitted.
7	Bidder should not have been black listed by any Government Financial Institutions/Banks/ Government/ Semi-Government departments/ PSUs in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 10.07.2018 and their Borrowed accounts, if any, with any Bank is a Standard Asset	An undertaking to this effect must be submitted on company letter head duly signed & stamped. Affidavit of non-defaulter must be submitted.
8	Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of UCO Bank	A self-declaration by Bidder on Company's letter head to be submitted.
9	Pre Contract Integrity Pact	Bidder is required to execute the Pre Contract Integrity Pact as per Annexure-13.
10	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure-15

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily without assigning any reasons therefor. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Consulting firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final, absolute_and will be binding upon the bidders.

PART-II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

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

2. Information Provided

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

3. Disclaimer

The Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

4. Due Diligence

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

5. Tender Document & Fee

A complete set of tender document can be obtained from the following address during office hours on all working days till 21.07.2018 on submission of a written application along with a non-refundable fee of **Rs 10,000/- (Rupees Ten Thousands Only)** in the form of Demand Draft or Banker's Cheque drawn in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from bank's official website www.ucobank.com. The bidders downloading the tender document from Banks website are required to submit a non-refundable fee of **Rs 10,000/- (Rupees Ten Thousands Only)** in the form of Demand Draft or Banker's Cheque drawn in favor of UCO BANK, payable at Kolkata, at the time of submission of eligibility bid **(In eligibility bid envelop)**, failing which the bid response concerned bidder will be rejected.

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 or compensation about therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby assigning any reasons, incurring any liability to the Bidder or Bidders or any obligation to inform the 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 response will be summarily rejected by the Bank.

6. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form Demand Draft or Banker's Cheque drawn in favour of UCO BANK, payable at Kolkata **(In eligibility bid envelop)** for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Selection of Consultant to Streamline System and Process relating to Retail and SME Business and using technology to increase Credit flow	Rs. 10,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them (without any interest thereon) on submission of Performance Bank Guarantee (s) either at the time or before the execution of the Master Contract.

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

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. In case of the successful bidder, if the bidder fails:
 - To sign the Master Contract in the form and manner to the satisfaction of UCO BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time or before the execution of Master Contract.

7. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.

- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- e. It is evasive or contains incorrect information.
- f. Bidder does not comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- h. It is submitted anywhere other than the place mentioned in the RFP.

8. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to [**horetail.calcutta@ucobank.co.in**](mailto:horetail.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. The Pre-Bid Meeting date is **23/07/2018**.

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

9. 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.

10. For Respondent Only

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

11. Confidentiality of RFP Document

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality

given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

12. Costs Borne by Respondents

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

13. No Legal Relationship

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

14. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

15. Acceptance of Terms

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

16. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected without assigning any reasons and without any cost/compensation therefor.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion

of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

17. Period of Validity of Bid

Bids shall remain valid for **180 (One Hundred and Eighty) days** after the date of technical / eligibility bid opening prescribed by UCO BANK. UCO BANK holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence and without assigning any reason therefore. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period.

18. Notification

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

19. Language of Bids

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

20. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

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

21. SUBMISSION OF OFFER – THREE BID SYSTEM

Separate Eligibility, Technical and Commercial Bids along with the soft copies duly sealed and super-scribed as “Eligibility Bid”, “Technical Bid” and “Commercial Bid” respectively should be put in a single sealed outer cover duly sealed and super-scribed as “Selection of Consultant to Streamline System and Process relating to Retail and SME Business and using technology to increase Credit flow (Eligibility Bid)”, “Selection of Consultant to Streamline System and Process relating to Retail and SME Business and using technology to increase Credit flow (Technical Bid)” and “Selection of Consultant to Streamline System and Process relating to Retail and SME Business and using technology to increase Credit flow (Commercial Bid)” shall be submitted as per bid details given in the RFP.

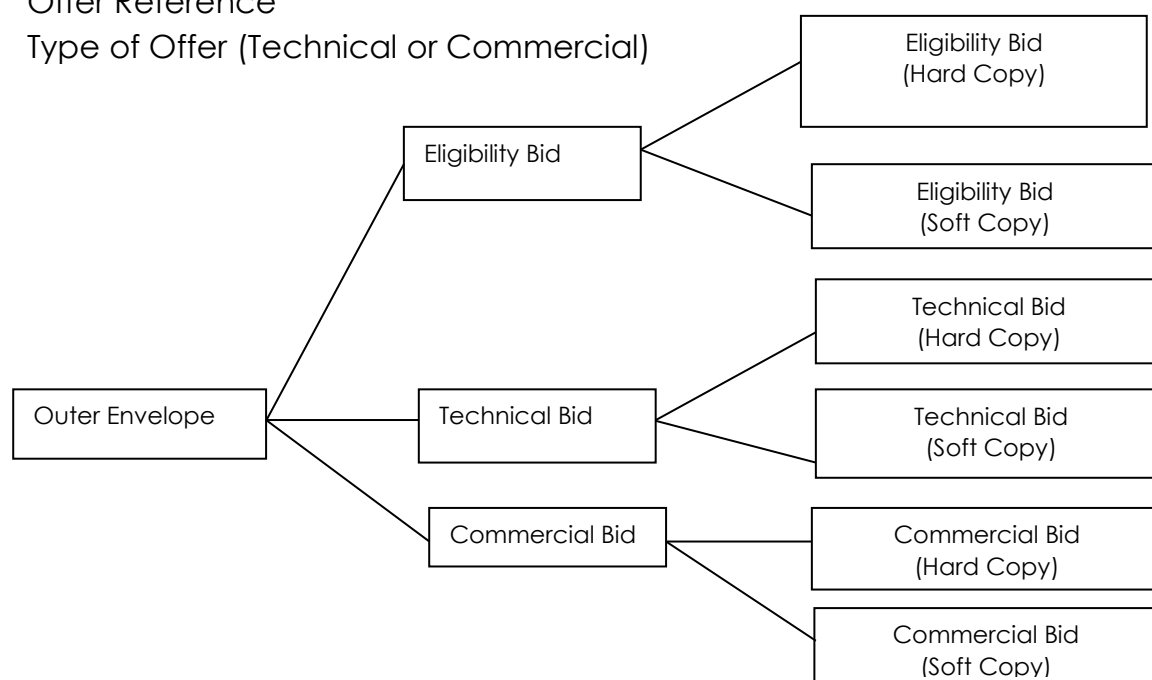
Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed “Selection of Consultant to Streamline System and Process relating to Retail and SME Business and using technology to increase Credit flow” as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at UCO Bank’s address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail- Table, on or before the date specified therein

All envelopes must be super-scribed with the following information:

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



The Eligibility and Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, **except prices**. The Eligibility and Technical offer must not contain any price information. If any of the bidder submits the commercial bid offer/prices in the technical or eligibility bid, the bid response of the bidder will be summarily rejected by the Bank. UCO 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 UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Eligibility and Technical Offers in any manner.

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

Note:

- If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both Eligibility/ Technical & Commercial Bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its Selection.

All Documents (all pages) should be signed/attested (full signature with stamp in original, both scanned signature and scanned stamping will not accepted on hard copy) by bidder's authorized signatory. Any Bid received by the Bank after deadline for submission of Bids prescribed, Will be rejected and returned unopened to the Bidder.

Part-III: BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

The Bank will open the Eligibility bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance. If any bidder not present at the time of eligibility bid or technical bid opening, Bank will open the bid at scheduled time without waiting further.

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

First, Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfill the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in **Part – 1, Clause no.3**, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 50 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Management Consultancy Firms" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

A list of Key personnel to be deployed for the project to be furnished with details of Name, Age, Qualification and Experience in **Annexure 05**. Kindly note that the team proposed in the Technical Proposal will need to necessarily be made available to the Bank for delivery assignment. During the presentation, the Bank has the right to interview the personnel, to decide to deploy in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment.

Technical Presentation-cum-Interview:

The bidders of this RFP have to give presentation before the selection committee of the Bank is to be made by the Management Consultancy firms on the understanding of the key challenges before the Bank, proposed Methodology and Approach to be adopted, time frame for implementation of activities in the Bank and proposed team. The technical capabilities and competence of the Management Consultancy firm should be clearly reflected in the presentation.

Based on the details submitted by the Management Consultancy firms in the Technical Proposal and the presentation made by them before the Selection Committee of the Bank, the Technical Evaluation of the eligible Management Consultancy firms will be carried out as furnished below:

Overall criteria	Sub-areas	Weightage
Consultant's experience	<ul style="list-style-type: none"> • The bidder should have deep experience of providing consultation services for credit processes, operations, technology, collection systems and audit trails, and forward flow reporting and EWS reporting. The experience in mortgage business will be preferred. • Detailed experience in providing consultation for distributor management, partnerships, back office productivity enhancement, etc. • Deep experience in providing consultation in tech enablement across implementation of loan 	10%

	<p>management /origination system, collection systems etc,</p> <ul style="list-style-type: none"> • Experience in providing consultation for tele-calling systems, field & agencies. Have detailed experience in providing consultation for recoveries and collection strategies and allocations. 	
Proposed methodology & work plan	<ul style="list-style-type: none"> • Understanding of the credit and collection processes. Approach adopted by the consultant. Suggestions that may drive implement-ability. • The intent is to have a highly implementable plan which is embedded in the current structure with additional verticals being complementary to the existing process. 	25%
Key professional staff and credentials	<ul style="list-style-type: none"> • Profile of the key 8 member staff – The experience should cover credit, collections, IT systems (linked to collections and credit), tele-calling, analytics, distributor management, model design, field collections and capability building. • Team with functional expertise should have worked in bank for similar role. • Team leader will have 10 marks; remaining 7 team members will have 5 marks each. 	45%
Execution capabilities	<ul style="list-style-type: none"> • Experience of providing consultancy in executing credit and collections processes in the Bank in Indian context. The execution experience of team members will be considered. Detailed understanding of systems. Proven execution capability across product categories and in specialized collection companies. 	20%

	<ul style="list-style-type: none"> • Experienced as consultant in all key aspects of credit process – lead generation, credit sanction, back office processes, credit monitoring and collections. • Experience in providing consultation for collections and tele-calling operations on the ground will be necessary (Experience as consultant for managing floor and agencies) 	
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Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful Management Consultancy firm. The evaluation methodologies vis-a-vis the weightages are as under:

The total fee quote provided by the Consultant

= Financial quote for Phase 1 + Monthly financial quote for Phase 2 * 9 months

Score will be calculated for all technically qualified Management Consultancy firms using the following formula:

$$S = (T/T \text{ High} \times 70) + (C \text{ low}/C \times 30)$$

Where:

S = Score of the Management Consultancy Firm

T = Technical score of the Management Consultancy firm

T High = Highest Technical score among the Management Consultancy firms

C = Quote as provided the Management Consultancy firm (please refer to Appendix 8)

C low = Lowest Quote of C among the Management Consultancy firms

The management consultancy firm securing the highest score becomes the successful management consultancy firm

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.

A "Combined score" will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 70% for the Technical Proposal and 30% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95 \times 70 = 70.00$	$60/71 \times 30 = 25.35$	$70.0 + 25.35 = 95.35$
2	B	85	65	$85/95 \times 70 = 62.63$	$60/65 \times 30 = 27.69$	$62.63 + 27.69 = 90.32$
3	A	80	60	$80/95 \times 70 = 58.94$	$60/60 \times 30 = 30$	$58.94 + 30.00 = 88.94$

In the above example Bidder A with highest score becomes the successful bidder.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of 50 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Management Consultancy Firms" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

Please note that at the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Consultant for clarification in respect of its tender. The request for clarification

and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the consultants to this document and the Bank will not entertain any correspondence in this regard.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

The commercial proposals of technically short listed bidders will then be opened.

Non-compliance of any point in scope of work and technical requirements as per will lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

PART-IV SCOPE OF WORK

UCO Bank seeks to appoint a competent Consultant to assist the Bank in designing new products and provide support in implementation of sales, technology, credit processes, operations and collection systems for retail and MSME. These initiatives should inter alia cover the full process flow including loan sourcing, operations, credit monitoring and collections. The objective is to create 'best in class' credit and collection practices for the Bank, while managing the risk on the books for ensuring high profitability.

The broad scope of work to be undertaken by the selected bidder is as detailed below. However, please note that the scope is not limited to below mentioned areas and Bank may assign future projects wherever bank feels required. The scope of this assignment will cover both credit and collections processes for retail and SME described as below.

1. On the product revision, credit sourcing, technology and processes:

- a) Creation of new products** as per requirement of market requirement and customization of product as per area specific requirement.
- b) Revision of existing products:** On the lines of competitor's parameters make changes in products i.e. Home Loans, Auto Loans, Personal Loans, Education Loans, etc.
- c) Strengthen branch sourcing for retail loan business (redefined sales model):** Outline the process changes and capability building required for branches to become significant sourcing funnel for loan business. For example, define the deviation matrix to ensure branches can give in-principle approval while following the credit program.
- d) Assist in designing and implementing channel partnership programme:** Assist in selection of Digital Sales Agents (DSA), fintech partnership, digital DSAs for business, builder partnerships etc.
- e) Drive operations transformation on improving Turnaround Time (TAT):**
 - Outline new processes for loan sanction and disbursement, while achieving best in class TAT for different product categories. The focus will be on Home Loan, Auto Loan, Loan against Property, Education Loan and Personal Loan.
 - Detailed Standard Operating Procedures (SOPs) across product-channel.

- Template based lending to be used to maintain appraisal standard.
- Selection of third party agencies for operations and process streamlining (nation-wide valuers, CPV agencies etc.)
- Help Bank in designing the process flow for offering the existing/new Retail & MSME loan through online mode

f) Design tech enablement of the business model to help improve cost-income ratios and strengthen the customer proposition:

- Help in Implement/improvement of tech platform including loan origination system and workflow system to achieve better productivity.
- Evaluating different technology options.
- Advise in selection of the most suitable technology vendor and managing the solution implementation.

g) Analytics-driven upsell and cross-sell ability:

- Enhance digital acquisition through strategic tie-ups.
- Create propensity models for providing new loan offers from UCO Bank
- Analytics to be used on retail & MSME portfolio to revalidate the existing parameter of lending
- Create capability within the Bank for analytics programme.
- Defining role, responsibilities, Key Responsibility Areas (KRAs) and output for the analytics team.

h) Build capabilities in assessing self-employed risk profiles:

- Build models for assessing risk for self-employed segment (applicable for the MSME business).
- Outline the process for assessing the self-employed risk.
- Suggest product changes for quick disbursement of the loan.

i) Restructure Retail Loan Hubs (RLHs) and SME Loan Hubs as needed for seamless process from login to disbursement:

- Create the case for strengthening RLHs to manage the flow and achieve best in class performance metrics.
- Put in place hands-off process for various channels – branches, digital channels, loan market places, builders, auto dealers, etc.
- Assist bank in effective launch and rollout of trade receivables and discounting system (TReDS)

j) Revisit credit criteria to support risk based pricing: Pricing of product depending on different risk involved with product.

k) Support bank in asset purchase for retail and SME:

- Consultant shall advise the Bank in managing the pool portfolio.

2. On the collections and monitoring:

a) Standardize intervention schedule across different delinquency buckets:

- Define the schedule for different Days past due.
- Put in place a process for ensuring 95% adherence to the schedule with escalation logic built in.
- Design and implement collections approach for tele-calling, field and legal actions.

b) Creation of a centralized tele-calling integrated with field collections to reduce flow rates:

- Evaluate build vs buy partnership option.
- Design and build the process for tele-calling and coordination with Branches.
- Create linkages with field collection.
- Define performance parameters for SMA 0, SMA 1 and SMA 2 accounts.
- Define role of branches with KRAs on strengthening field collection.

c) Assist in implementing Analytics and customer segmentation to improve collection effectiveness:

- Put in place early warning systems models for identifying high risk accounts.
- Integrate the analytics output with intervention approach to improve collection effectiveness.

d) Design technology enablement to capture audit trails and performance reporting (implement agency management system as applicable):

- Implement tech platform for seamless data entry and MIS.
- The same to be used for allocation logic and incentives.
- The scope will also include evaluating different technology options.
- Evaluating the right technology vendor.
- Project managing the implementation.

e) Develop behavioural model for categorization of accounts in current bucket (0,1,2) on the basis of parameters such as bounces in the account over last 6 months, security cover, transactions in the account, Bureau score, Negative sectors etc.

- Categorize the account across three segments: Low risk, Medium risk and High risk for both term loan and CC/ OD.
- Publish results - Prepare list of accounts under watch list – high and medium risk accounts
- Communicate and coordinate with bank officials (branches/region/zone) for resolution. Performance monitoring of high and medium risk accounts

f) Usage of credit bureau on regular basis for monitoring:

- Assist in data finalization, scrub, coordination with bureaus for obtaining right information
- Create internal capability for regular monitoring

g) Assist in Implementation performance management measures supported with capability building measures: Implement staff training programme for achieving collection targets.

3. Key functional requirements from bidder

- The consultants hired should have functional expertise across domains mentioned in the scope of work. Relevant function experiences in banks / financial institutions would be given preferences.
- **All Scope of Works mentioned in above is only of consulting/advisory in nature and No implementation is expected to be done by the consultant. However at the sole discretion of Bank, if Bank decides to go ahead with phase-2, the selected bidder shall assist the Bank in implementation.**

4. Timeframe of the assignment

The expected duration of this assignment will be as under:

- Phase 1: 3 months of detailed diagnostic and design
- Phase 2: 9 months of implementation support for credit and collections

Post three months of detailed diagnostic and design, The Bank have the discretion to take a break up to 4 Months before the start of implementation phase i.e. Phase-2. The purpose of the Break will be to prepare for the launch of implementation Phase.

However commencement of Phase -2 will be at the sole discretion of the Bank. In case Bank decides to go ahead with Phase-2, the same will be conveyed by the Bank to the Bidder.

The Bank reserves the right to reduce or extend the stipulated timeframe of Phase 1 and Phase 2. Further, after completion of Phase 1 and Phase 2, Bank at its sole discretion may extend the assignment period for a further period of 12 Months on same terms and conditions.

The tenure of the Contract will be effective from the date of execution of the **Master Contract** unless terminated earlier by the Bank by serving 45 (Forty Five) days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The performance of the selected bidder shall be reviewed periodically and in the event of unsatisfactory performance, the Bank reserves the right to terminate the contract at its sole discretion by giving 45 (Forty Five) days notice without assigning any reason and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

Team:

During the above phases as finalised by the Bank, a dedicated project team must work on site at the Bank's premises. For both Phase 1 and Phase 2, a minimum team size of full time team on-site comprising at least 8 members will be available to deliver the scope as defined in the Terms of Reference (spanning Phase 1 & Phase 2). The on-site Team shall consist of people who have had first-hand experience of supporting banks (as consultants or as employees of the banks) in credit and collections.

During the project (or later), there might be related areas which the Bank would like the Consultant to take a look at more deeply than earlier envisaged. The Bank and the Consultant should mutually agree on the additional resources required. The Bank reserves the right to pause the work at any point of time and use the services of the Consultant for any or all the phases of the assignment.

PART-V OTHER TERMS & CONDITIONS

1. General Terms

The Bank expects the Consultant to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Consultant, the RFP shall be the governing document for arrangement between the Bank and the Consultant.

The Bank expects that the Consultant appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Consultant responses would not be incorporated automatically in the RFP.

2. Rules for Responding to this RFP

All responses received after the due date/time as mentioned in “**Control Sheet**” would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Consultant to this RFP shall be binding on such Consultant for a period of 30 days after opening of the bids.

All bid responses would be deemed to be irrevocable offers/proposals from the consultants and may be accepted by the Bank to form part of final contract between the Bank and the selected Consultant/s. unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within three months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Consultant would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.

The Consultant may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Consultant subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the bids, the consultants agree that Bank can consider 'ORIGINAL' hard copy as final and it will be binding on the Consultant. The Bank in this case may also reject the offer outright.

The Consultant at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. Consultant shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding company and its subsidiary
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more firms / LLPs having common partners
- d) Bids submitted by two or more companies in the same group of promoters/ management

Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

3. Price Bids

The Management Consultancy firm is expected to quote Price in Indian Rupees for the services excluding GST at the prevailing rate. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate and work contract tax etc. shall be deducted from the Consultancy firm payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

4. Others

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of

services. Failure of the Bank to select a Consultant shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason/cost/compensation whatsoever.

By submitting a proposal, the Consultant agrees to promptly contract with the Bank for any work awarded to the Consultant. Failure on the part of the awarded Consultant to execute a valid contract with the Bank will relieve the Bank of any obligation to the Consultant, and a different Consultant may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's corporate website (www.ucobank.com) thereafter are final and binding on the consultants. In the event the Consultant is not willing to accept the terms and conditions of the Bank, the Consultant may be disqualified. Any additional or different terms and conditions proposed by the Consultant would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

The Consultant must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Consultant's performance. If the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Consultant's inability to meet the established delivery dates or any other reasons attributing to the Consultant then that Consultant will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

Possesses, necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The Consultant represents that the Technical Proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Consultant at no additional cost to the Bank.

The Consultant also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Consultant of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Consultant to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Consultant. The Bank shall not be responsible for any judgments made by the Consultant with respect to any aspect of the Service. The Consultant shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Consultant covenants and represents to the Bank the following:

- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Consultant is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Consultant and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Consultant:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public

body, agency or authority, joint venture party, or any other entity or person whatsoever;

- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Consultant in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Consultant shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

The Bank would not assume any expenses incurred by the Consultant in preparation of the response to this RFP and also would not return the proposal documents to the Consultants

The Bank will not bear any costs incurred by the Consultant for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5. Other RFP Requirements

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all consultants about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Consultants shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Coordinator mentioned in **“Key**

Information on the RFP Response Submission”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Consultant, who posed the question, will remain anonymous.

6. Preliminary Scrutiny

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all consultants and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

7. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all consultants for clarification of their offer. The Bank has the right to disqualify the Consultant whose clarification is found not suitable to the proposed project.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Consultant, and/ or to listen to any representations unless there is change in the terms and conditions of purchase.

8. Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

9. Fixed price

The Financial Proposal shall contain the commercial bid which shall be on a fixed fee basis, exclusive of GST. There should be no hidden costs for items quoted.

10. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified as part of its requirement. The Bank also reserves the right to delete one or more items from the list of items specified as part of the requirement. The Bank will inform all Consultants about changes, if any. The Consultant agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Consultant agrees that the prices quoted by the Consultant would be proportionately adjusted with such additions or deletions in quantities.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such consultants will not be short-listed for further evaluation. No further discussions shall be entertained with such consultants in respect of the proposal submission.

The Consultant shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to the Bank from whatsoever source.

The Consultant shall perform its obligations under this RFP as an independent contractor to the Bank, and shall not be permitted to engage any subcontractors to perform any of the Deliverables or Services. Neither this RFP nor the Consultant's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Consultant or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Consultant shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as

employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Consultant alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Consultant will make all required payments and deposits of taxes in a timely manner.

11. Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful consultants, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

12. Payment Terms

The payment of the consultancy services would be undertaken in the following manner:

Phase 1: Payable on sign-off/ acceptance of deliverables of Phase 1 by the Bank

Phase 2: Payable on a monthly basis by the Bank at the end of the month

13. Confidentiality & Secrecy and Execution of NDA

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a Non-Disclosure Agreement (NDA) to the bank as per bank's format before or at the time of execution of the Master Contract.

14. Paying Authority

Payment will be made by Retail Banking & MSME Department. Payment of will be made after evaluating the consultant's services.

15. Contract Period

The tenure of the Contract will be for a period of 2 (Two) years effective from the date of execution of the **Master Contract** unless terminated earlier by the Bank by serving 45 (Forty Five) days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 2 (Two) years, the contract may be extended/renewed for such further period on the such terms and conditions as would be decided by mutual consent.

The performance of the selected bidder shall be reviewed periodically and in the event of non-satisfactory performance, the Bank reserves the right to terminate the contract at its sole discretion by giving 45 (Forty Five) days notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

16. Liquidated Damages

Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the order value.

UCO BANK reserves its right to recover these amounts by any mode as it deems fit and proper such as adjusting from any payments to be made by UCO BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Liquidated damages will be calculated on per week basis. Further, once the maximum (i.e. 10% of the order value) is reached, Bank may consider cancellation of the order and/or termination of the contract and the PBG submitted may be invoked.

The liquidated damages clauses should trigger only if the delay is determined to be on account of reasons solely attributable to the Bidder.

17. Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Cost of Ownership/Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 18 Months + 1 Month claim period for Phase - 1 and In case of Phase-2, selected bidder at the time of commencement of Phase-2 shall submit PBG for the remaining amount for

next 9 Months + 1 Months claim period, indemnifying any loss to the Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Master Contract. Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the Master Contract to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

18. Dispute Resolution

The selected Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- 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 be referred for negotiation between General Manager (Retail Banking & MSME Department) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. 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.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final,

conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

19. Governing Laws & Jurisdiction of the Court

The provisions of this RFP and the Master Contract to be executed shall be governed by the laws of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.

20. Notices and other Communication

If a notice must be sent to either of the parties following the signing of the contract, it must be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

21. 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.

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 delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

22. Non-Assignment:

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

23. Order Cancellation (Termination)

UCO BANK reserves the right to cancel the work/purchase order or terminate the Master Contract by giving 45(Forty Five) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the Master Contract to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/ Master Contract and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform

satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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

24. Consequences of termination

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

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

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

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

25. Publicity

Any publicity by the Consultant in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

26. Solicitation of Employees

The Consultant during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

27. Audit & Inspection of Records

All Consultant records with respect to any matters covered by this RFP shall be made available by the consultant to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination.

28. Indemnity

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.

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 Master Contract to be executed.

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.

All indemnities shall survive notwithstanding expiry or termination of Master Contract and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Master Contract.

29. Corrupt and Fraudulent Practices

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

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject work order/purchase order and/or terminate the contract if it determines that the Consultant assigned the job was engaged in corrupt or fraudulent practices in competing for the contract in question.

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

30. Authorized Signatory

The selected Consultant shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Consultant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Consultant shall furnish proof of signature identification for above purposes as required by the Bank.

31. Data Ownership and Retention of Documents

- a) UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- b) Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.
- c) The selected bidder shall not, without the prior written consent of UCO BANK/ Purchase Store, copy, distribute or retain any such Documents.
- d) The selected bidder shall preserve all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

32. Non-Transferability of RFP Documents

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

Annexure 1 - Technical Proposal Covering Letter

Date:

To

The General Manager (Retail Banking & MSME Department)

UCO Bank,

Head Office - I, 2nd Floor,

10, BTM Sarani,

Kolkata -700001

UCO Bank

Sub: "Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow"

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide service as a Management Consultancy firm as per the timelines defined by the Bank from the date of commencement of services.

We agree to abide by this offer till 60 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the Bank any time before expiry of that period.

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

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our Company / firm has not been black listed / barred any Regulator / Statutory Body and / or Public Sector Undertaking.

We confirm that our Company / firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the consultancy services.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 2 – Letter of Authorization to Bid

To,

The RFP Co-ordinator

UCO Bank

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

Ref: "Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow"

This has reference to your above RFP for " Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow"... years Contract Period, Mr./Ms is hereby authorized to submit the bid documents, to submit on-line-sealed bid, and to sign the contract on behalf of our organisation for all the systems/ goods required by the Bank as called for vide the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified photocopy of Power of Attorney (PoA) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorised Signatory/authority is to be submitted)

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Consultant in its proposal.

Annexure 3 – Eligibility Criteria

Sr. No.	Details	Support Documents to be submitted
1	The bidder should have supported at least one Public Sector Bank/Scheduled Commercial Bank (Public Sector Bank/Scheduled Commercial Bank Loan size for Indian operations > 1 lac Crore) as consultant in strengthening Retail and MSME business.	Self-declaration and documentary proof of assignment (Purchase order & Completion Certificate)
2	Bidder should be a professional management consulting company/ LLP/firm, but should not be a whole subsidiary of a foreign company.	Certified copy of Certificate of Incorporation issued by Registrar of Companies and Certificate of Commencement of business issued by Registrar of Companies (wherever applicable) and relevant Incorporation/ Registration Certificate of RoC (For LLPs).
3	Bidder core team should have worked in the credit and collections vertical in Retail/ MSME banking	<p>Details of employment history and Bio data of proposed team to be submitted. In addition, kindly provide reference letters from specific banks (Public Sector Bank/Scheduled Commercial Bank in India) where the team members may have worked.</p> <p>In case reference letter in the name of team member is not available, Bidder shall provide reference letter issued in Bidder's name and Bidder can provide a suitable self-declaration along with relevant documentary evidences issued by Bank on Bank's letter head with name of authorized signatory & Contact Details. Past relevant experience of core team members (not with the Bidder) will also be considered.</p>
4	Bidder should have consultation experience of different elements of collection – tele-calling, model development, field collection, technology.	Self-declaration with provision of checking the authenticity of information is required.

Sr. No.	Details	Support Documents to be submitted
5	Self-Declaration / affidavit by the bidding firms/company as to their technical competence.	Self-declaration on company Letter head to be submitted by bidders
6	Bidder should be a profit making company/firm during the immediate last 3 years financial year's i.e, 2015-16 (Audited), 2016-17 (Audited) and 2017-18 (Provisional or Audited)	Certified copies of Audited Financial Statements or letter from chartered accountants (and Annual Reports, if applicable) for the last three financial years should be submitted.
7	Bidder should not have been black listed by any Government Financial Institutions/Banks/ Government/ Semi-Government departments/ PSUs in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 10.07.2018 and their Borrowed accounts, if any, with any Bank is a Standard Asset	An undertaking to this effect must be submitted on company letter head duly signed & stamped. Affidavit of non-defaulter must be submitted.
8	Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of UCO Bank	A self-declaration by Bidder on Company's letter head to be submitted.
9	Pre Contract Integrity Pact	Bidder is required to execute the Pre Contract Integrity Pact as per Annexure-13.
10	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure-15

Annexure 4 –Approach, Methodology and Work Plan

The Management Consultancy firm should submit the Approach, Methodology and work plan in one integrated document. The submission should highlight Management Consultancy firm's analysis of the current issues before UCO Bank and likely solutions to address these. It should highlight the proposed approach and methodology for delivery of the assignment proposed given the understanding of the Bank. The work plan should also cover ideas and ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of Bank's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.

The project scope and timelines are as defined in the RFP.

Annexure 5 – Team Profile

Profile of Proposed Team Leader and other Senior Members	
Name	
Present Designation	
Qualifications	
Total Work experience	
Language proficiency	
Areas of expertise relevant to the RFP	
Role in the proposed project	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.

Annexure 6 – Staffing Schedule for the Duration of the Project

Proposed Staffing for Phase 1:

Sl. No		Month 1	Month 2	Month 3
1.	Name of the key Team Leader with time allocation (in %age)			
2.	No. of staff deployed for fulltime onsite			

Proposed Staffing for Phase 2:

Sl. No		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1.	Name of the key Team Leader with time allocation (in %age)									
2.	No. of staff deployed for full-time onsite									

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Annexure 7 – Proposed List of Key Personnel

Sr. No.	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Team
1					
2					
3					
4					
5					
6					
7					
8					

A list of key personnel to be deployed for the project to be furnished with details as per the table above.

The Bank shall reserve the right to seek the change of resource personnel in case on need.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 8 – Financial Proposal Format

Financial Proposal for Phase 1: Detailed Diagnostic and Design

(Schedule of prices)

S. No.	Scope of Work	Cost *	GST (%)	GST (INR)	Total cost (INR)
	Total cost for the project spanning 3 months				

Financial Proposal for Phase 2: Implementation Support

This phase will be executed at the sole discretion of the Bank and for the duration deemed necessary by the Bank post completion of Phase 1 and will be communicated to the selected Consultant at the end of Phase 1.

(Schedule of prices)

S. No.	Scope of Work	All-inclusive Monthly cost per month (INR) *	GST (%)	GST (INR)	Total Cost (INR)
1	Implementation roll-out: For Streamlining System and Process for Retail and SME Business with Credit in-flow increase.				
2	Total cost per month				

Note: The Bank will multiply the total monthly cost provided above (Phase 2) for 9 months to arrive at the total fee.

Total Fees Quote considered for the Techno Commercial Bid Submission

The total fee quote provided by the Consultant /Contract Value.

= Financial quote for Phase 1 + Financial quote for Phase 2 (Monthly Quote) X 9 Months

Optional items: The Bank may utilize the services of the selected consultant as and when required after expiry of the contract period at this rate. This rate is not considered for arriving at the successful bidder.

S. No.	Particulars (Optional items)	Cost (all inclusive) *	GST (%)	GST (INR)	Total Cost (INR)
1	Additional per day cost				
	(a) Team Leader				
	(b) Team member				

* Cost quoted above shall be all inclusive of professional Services as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.) but exclusive of GST.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 9 – Undertaking

To

The RFP Co-ordinator

UCO Bank

Sir,

Sub: RFP for “Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow”

- 1) Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the “Request for Proposal” and the other schedules of requirements and services for UCO Bank in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
- 2) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 3) We agree to abide by this Financial Proposal for 30 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 4) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 5) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 6) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank believes the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

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

Annexure 10 – Conformity with Hardcopy Letter

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

To

The RFP Co-ordinator

UCO Bank

Sir,

Sub: RFP for "Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow"

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

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

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 11 – Conformity Letter

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

To

The RFP Co-ordinator

UCO Bank

Sir,

Sub: RFP for "Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow"

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consulting Firm:

Address:

Annexure 12 – Undertaking Letter to the Bank on the Consultants letterhead

The General Manager,
UCO Bank,
Retail Banking & MSME Department
Head Office – I,

Dear Sir,

Sub: RFP Selection of consultant to streamline system and process relating to Retail and SME business and using technology to increase credit flow" (RFP Ref. No. _____ dated _____)

Further to our proposal dated _____, in response to the Request for Proposal (Bank's tender No. _____ hereinafter referred to as "RFP") issued by UCO Bank, we hereby covenant, warrant and confirm as follows: We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

Annexure 13 - 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....., 20__between, on one hand 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 (hereinafter called the "BUYER", 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 BUYER proposes to procure (Name of the Stores/Equipment/item/Services) and the BIDDER/Seller is willing to offer/has offered the Stores/Equipment/item/Services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said Stores/Equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any 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 BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation 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 BUYER 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 BUYER 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.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. 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:-
- 3.1 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 BUYER, 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.

- 3.2 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 BUYER 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.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER 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 BUYER 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.
- 3.6 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 BUYER 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.
- 3.7 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER 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.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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 BUYER, or alternatively, if any relative of an officer of the BUYER 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 1956.
- 3.13 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 BUYER.

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. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of ____;

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 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 BUYER 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) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other **services**, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of three years, which may be further extended at the discretion of the BUYER.
- (vii) 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.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1(i) to (x) 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.

6.3 The decision of the BUYER 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.

7. Fall Clause

7.1 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 PS U 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 BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 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 BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER 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.
- 12.2 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.

13. The parties hereby sign this Integrity Pact at -----on-----

Buyer

Bidder

Name of the officer

Authorised Signatory

Designation

Department

Witness

Witness

1.

1.

2.

2.

Annexure-14- Non-Disclosure Agreement

This Agreement is entered into on this -- day of ---, 2018 between

-----, a company incorporated under the Companies Act (hereinafter referred to as "-----") having its registered office at -----, which expression shall, unless repugnant to the context, mean and include its successors and assigns of the One Part

And

UCO Bank, a company was originally incorporated on January 6, 1943 as the "The United Commercial Bank Ltd" with its registered and head office at Kolkata. It has its registered office at 10 B.T.M. Sarani Road, Kolkata- 700001. The Bank was nationalized in 1969 and in 1985 "United Commercial Bank Limited" had its name changed to "UCO Bank" by an act of parliament. UCO Bank (hereinafter referred to as "the Bank") shall, unless repugnant to the context, mean and include its successors and assigns of the Second Part.

and the Bank are collectively referred to as "Parties" and individually referred to as "the Party". The Party that discloses information is herein referred to as the "Discloser" and the Party that receives information is herein referred to as "the Recipient"

WHEREAS, the parties hereto acknowledge that Parties desire to engage in certain discussions with each other in order to evaluate a possible business relationship (any such transaction, the "Transaction"), and in the process each party hereto may furnish the other party with certain information which is confidential and proprietary information, future plans, financial data, operations description, business statistics and volumes and other information in written, oral and /or physical / sample form that is non-public, confidential, or proprietary in nature (collectively "Information").

NOW THEREFORE, as a conditions to, and consideration of Parties engaging in further discussions with each other and providing the other with certain Information (as defined below), the Parties hereby acknowledge and agree as follows:

1. Information covered by this Agreement. All information (whether written, oral, electronic, or otherwise) furnished by Discloser or its Representatives (as defined below) to Recipient or its Representatives including all customer data, account information, analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials in whatever form maintained, whether prepared by Recipient, its Representatives, or others in relation to the Transaction, which is hereinafter referred to as the "Information", provided that the term "Information" will not include information that

(i) is or becomes publicly available (other than as a result of any disclosure by Recipient or its Representatives that it is not permitted under this agreement),

(ii) is or becomes available to Recipient on a non-confidential basis from a source (other than Discloser or any of its Representatives) that, to the best of Recipient's knowledge, is not prohibited from disclosing such information to the Recipient by a legal, contractual, fiduciary or other obligations to Discloser, or

(iii) is known to Recipient prior to disclosure by Discloser or any of its Representatives without violation of duty of law, or

(iv) is subsequently independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information, or

(v) is approved for release or use by written authorization from the Disclosing Party for the purpose for which it is related.

For the purposes of this Agreement, "Representatives" shall mean, with respect to Either Party, such Party's and its affiliates' employees, agents, nominees and Representatives.

2. Confidentiality of Information. Recipient and its Representatives

(i) will keep the information strictly confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 4 below), without Discloser's prior written consent, disclose to any person or entity any Information in any manner whatsoever and

(ii) will not use any Information in any manner (whether for itself, any other person or entity, or otherwise) other than solely in connection with its consideration of the transaction. Recipient further agrees to disclose the Information only to its Representatives (a) who need to know the Information solely for the purpose of evaluating the transaction and (b) who are informed by Recipient of the confidential nature of the Information and the fact that use of the Information is governed by this Agreement. Recipient to cause its Representatives to observe the terms of this Agreement and will be responsible for any breach of this Agreement by any of its Representatives.

In addition, Recipient and its Representatives shall take all necessary actions and precautions to prevent the disclosure of any Information, which is limited by the provisions of paragraph 3 below in any manner contrary to the provisions of this Agreement.

3. **Confidentiality of transaction and transaction status.** Without the prior written consent of Discloser, neither Recipient nor its Representatives will (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 4 below) disclose to any person or entity (other than any person or entity considering participating in the transaction with the Recipient) any Information.
4. **Mandatory Request from Third Parties for Information.** In the event that Recipient or any of its Representatives are legally required to disclose any of the information or any information the disclosure of which is limited by the provisions of paragraph 3 above (collectively, the "Compelled Information"), Recipient will notify Discloser promptly in writing of the terms and circumstances surrounding such required disclosure. Recipient and its Representatives agree not to oppose any action by Discloser to obtain a protective order or other appropriate remedy (provided the same does not impose or seek to impose any criminal or other liability upon the Recipient and/or its Representatives) and shall co-operate fully with Discloser, at Discloser's expense, in connection therewith. In the event that such protective order or other remedy is obtained, Recipient and its Representatives will furnish only that portion of the compelled information that Recipient is advised by counsel as is legally required and will use its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such compelled information.
5. **No obligation to consummate Transaction.** Both the parties acknowledge and agree that neither of the parties have made any firm decision to pursue any transaction with the other and agree that both the parties will have the right at its sole discretion without giving any reason therefore at any time to terminate discussion concerning a possible transaction to elect not to pursue such transaction or to pursue transaction with the third party without the involvement of the other. If either Party decides that it does not wish to proceed with the Transaction, it will promptly inform the other Party of that decision. In addition, the Discloser may elect at any time by providing 7 days' prior written notice to the Recipient to terminate further access to the Information disclosed or proposed to be disclosed to it.
6. **Not to Disclose.** It is mutually agreed between the parties that Discloser will not disclose to any third parties, the fact of the discussions with the Recipient or any possible transaction with the Recipient to any third parties except to such parties as authorized by and / or in consultation with the

Recipient. It is however, agreed that disclosure of the said information to Discloser's attorneys and its authorized representatives for the purpose of implementation of the decision, if any to transact with the Recipient shall be treated as authorized disclosure. Further, the Recipient shall treat the Information with the same degree of care and protection, as it would for its own records & Information.

7. No Representations as to the Accuracy of the Information. Each Party warrants to the other that it has the right to disclose information to the other party. Recipient and its Representatives acknowledge that neither Discloser nor any of its Representatives make any express or implied representation or warranty as to the accuracy or completeness of the information. In addition, neither Discloser nor any of its Representatives shall have any liability to Recipient or any other person in connection with the use of the information.
8. Return of Information. Upon the request of Discloser, Recipient shall return or destroy any information in its possession or the possession of any of its Representatives. To the extent that such information is destroyed, Recipient shall certify such destruction in writing. However, this does not apply to Information delivered by Discloser to Recipient under any other contract. It is understood between the parties that the termination of this agreement or return or destruction of Information or restriction of access to such Information shall affect either Party's obligations under this Agreement or those of its Representatives and affiliates, and all such obligations shall continue to remain in effect until the earlier of (a) two years from the date of this Agreement; or (b) the closing of the Transaction.
9. Alternate Relief's. The Recipient acknowledges that damages are not a sufficient remedy for the Discloser for any breach of any of the Recipient's undertakings herein provided and the Recipient further acknowledges that the Discloser is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Recipient, in addition to any other remedies available to the Discloser in law or in equity.
10. Miscellaneous Provisions. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or exercise of any right, power or privilege hereunder. This agreement contains the entire agreement between the Recipient and Discloser concerning the subject matter hereof and supercedes all previous agreements written or oral, relating to the subject matter hereof. No modifications of or changes

to this agreement or the terms and conditions hereof will be binding upon the parties hereto, unless approved in writing and signed by each of the parties hereto. This agreement may be executed in counter parts, each of which shall be deemed to be any original, but both of which shall constitute the same agreement.

11. Arbitration/Governing Law: The Parties shall negotiate in good faith all disputes arising out of or in connection with this Agreement. However, if any dispute has not been resolved between the Parties within thirty (30) days after the date the Party raising the dispute gave notice of it to the other Party; then the said dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each Party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English Language. The venue of Arbitration shall be at Mumbai. The arbitration award shall be final and binding upon the Parties and judgement may be entered thereon, upon the application of either Party to a court having jurisdiction. This agreement will be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of Courts at Mumbai.
12. This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.
13. This Agreement shall continue for a period of two (2) years from its execution or the closing date of the transaction, unless earlier terminated in writing by the Bank. The obligation to protect the Information shall survive and continue for a period of two (2) years beyond any termination or expiration of this Agreement.

For UCO Bank

By : Title :

For Receiving party

By :

Title:

Annexure-15- General Declaration-cum-Undertaking

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

To

UCO Bank

Head Office

..... Department

Add:-.....

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 _____, 20 _____ .

Place: For M/s.

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