



## UCO BANK

(A Govt of India Undertakings)

Head Office: 10 BTM Sarani, Kolkata-700001

Tel: (033) 44558440/44557370; Fax: +91-33-22354027

Website: [www.ucobank.com](http://www.ucobank.com)

Email: [gmriskmgmt@ucobank.co.in](mailto:gmriskmgmt@ucobank.co.in), [horm.calcutta@ucobank.co.in](mailto:horm.calcutta@ucobank.co.in)

### **REQUEST FOR PROPOSAL FOR SELECTION OF BOOK RUNNING LEAD MANAGERS FOR PROPOSED QUALIFIED INSTITUTIONAL PLACEMENT (QIP).**

**RFP Ref No. –HO/RM/ 3557/2017-18**

**Dated. 07.02.18**

### **Cost of RFP Document-Rs.10,000 (Non refundable)**

(Payable by Demand draft favouring UCO Bank. In case of download of RFP from Bank's website the bidder will have to pay the cost of RFP in separate cover along with the technical bid)

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

### **Disclaimer**

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who may qualify to submit the response to this RFP, to assist them in responding to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, potential Bidders however may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible to seek the information required from the Bank. The Bank reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct their own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

<b><u>TABLE OF CONTENTS</u></b>		
<b>SECTION</b>	<b>PARTICULARS</b>	<b>PAGE NO</b>
<b>A</b>	<b>CALENDAR OF EVENTS</b>	<b>5</b>
<b>1</b>	<b>ABOUT THE BANK</b>	<b>6</b>
<b>2</b>	<b>PROPOSAL</b>	<b>6</b>
<b>3</b>	<b>SCOPE OF WORK</b>	<b>7</b>
<b>4</b>	<b>ELIGIBILITY CRITERIA</b>	<b>8</b>
<b>5</b>	<b>SUBMISSION OF PROPOSAL</b>	<b>9</b>
<b>6</b>	<b>TIME FRAME</b>	<b>10</b>
<b>7</b>	<b>REJECTION OF BIDS</b>	<b>10</b>
<b>8</b>	<b>PROPOSAL FORMAT</b>	<b>11</b>
<b>9</b>	<b>PROCEDURE FOR SELECTION OF BRLMs</b>	<b>12</b>
<b>10</b>	<b>REQUIREMENTS OF FINANCIAL BID</b>	<b>12</b>
<b>11</b>	<b>PAYMENT TERMS</b>	<b>13</b>
<b>12</b>	<b>ACCOUNTABILITY</b>	<b>13</b>
<b>13</b>	<b>PAYING AUTHORITY</b>	<b>13</b>
<b>14</b>	<b>TENDER DOCUMENT &amp; FEE</b>	<b>13</b>
<b>15</b>	<b>EARNEST MONEY DEPOSIT</b>	<b>14</b>
<b>16</b>	<b>NO LEGAL RELATIONSHIP</b>	<b>15</b>
<b>17</b>	<b>EVALUATION OF OFFER</b>	<b>15</b>
<b>18</b>	<b>DISQUALIFICATION</b>	<b>15</b>
<b>19</b>	<b>NO REPRESENTATION &amp; WARRANTY BY THE BANK</b>	<b>15</b>
<b>20</b>	<b>VALIDITY</b>	<b>16</b>
<b>21</b>	<b>BANK'S DISCRETION</b>	<b>16</b>
<b>22</b>	<b>INDEMNITY</b>	<b>16</b>
<b>23</b>	<b>ORDER CANCELLATION</b>	<b>17</b>
<b>24</b>	<b>CONSEQUENCES OF TERMINATION</b>	<b>17</b>
<b>25</b>	<b>CONFIDENTIALITY</b>	<b>18</b>
<b>26</b>	<b>DISPUTE RESOLUTION MECHANISM</b>	<b>18</b>
<b>27</b>	<b>OTHER TERMS AND CONDITION OF RFP</b>	<b>19</b>
<b>28</b>	<b>GOVERNING LAWS &amp; JURISDICTION OF THE COURT</b>	<b>20</b>
<b>Annexure I</b>	<b>FORMAT OF CERTIFICATE</b>	<b>23</b>
<b>Annexure II</b>	<b>UNDERTAKING</b>	<b>24</b>
<b>Annexure III</b>	<b>STATEMENT SHOWING INFORMATION ABOUT THE TEAM</b>	<b>25</b>
<b>Annexure IV</b>	<b>STATEMENT SHOWING DETAILS OF PUBLIC OFFERINGS MOBILIZATION</b>	<b>26</b>

<b>Annexure V</b>	<b>DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS</b>	<b>27</b>
<b>Annexure VI</b>	<b>STATEMENT SHOWING RESEARCH REPORTS DETAIL</b>	<b>28</b>
<b>Annexure VII</b>	<b>PENDING LITIGATIONS AND CONTINGENT LIABILITIES/ CONFLICT OF INTEREST</b>	<b>29</b>
<b>Annexure VIII</b>	<b>FINANCIAL BID</b>	<b>30</b>
<b>Annexure IX</b>	<b>PRE CONTRACT INTEGRITY PACT</b>	<b>31</b>
<b>Annexure X</b>	<b>DECLARATION-CUM-UNDERTAKING</b>	<b>37</b>

# REQUEST FOR PROPOSAL SELECTION OF BOOK RUNNING LEAD MANAGERS FOR PROPOSED QUALIFIED INSTITUTIONAL PLACEMENT (QIP).

## MOST IMPORTANT DATES FOR BIDDERS

Calendar of Events		
1.	Date of commencement of RFP Process/sale of Bidding Document	07.02.2018
2.	Queries, if any, to be communicated by the bidders	14.02.2018
3.	Date, time & Venue of Pre-bid Meeting	15.02.2018 at 16.00 hours UCO Bank, Head office 1 <sup>st</sup> Floor, Risk Management 10 BTM Sarani, Kolkata-1
4.	Last date, time & Venue for submission of Bid Documents	19.02.2018, 16.00 hours UCO Bank, Head office 1 <sup>st</sup> Floor, Risk Management 10 BTM Sarani, Kolkata-1
5.	Date and Time of Technical Bid & Commercial Bid Opening	19.02.2018, 16.30 hours UCO Bank, Head office 1 <sup>st</sup> Floor, Risk Management 10 BTM Sarani, Kolkata-1
6.	Place of opening of Bids	UCO BANK Risk Management Department Head Office, 1st Floor 10 BTM Sarani, Kolkata - 700 001.
7.	Address for communication	UCO BANK General Manager, Risk Management Department Head Office, 1st Floor, 10 BTM Sarani Kolkata - 700 001 Fax: 033-22354027 Email id: <a href="mailto:horm.calcutta@ucobank.co.in">horm.calcutta@ucobank.co.in</a>
8.	Contact Person	Mr . Naresh Kumar, General Manager Phone No.: 033-44557370, Mobile no:+91-7044155415
9.	Cost of RFP document	Rs. 10,000/- in the form of Demand Draft/Pay order in favour of "UCO BANK" payable at Kolkata. The DD/PO should be submitted along with the Technical Bid.
10.	Cost of Earnest Money deposit	Rupees five lacs in the form of a Bank Guarantee issued by a Scheduled Commercial Bank or a Foreign bank located in India or a Demand Draft favoring "UCO BANK" payable at Kolkata.

RFP offers will be opened at the time and date mentioned above in the presence of the company's representatives who choose to attend the opening of RFP and no separate intimation in this connection will be sent to the bidders

## REQUEST FOR PROPOSAL ("RFP") FOR ACTING AS BOOK RUNNING LEAD MANAGER ("BRLM") IN THE PROPOSED QUALIFIED INSTITUTIONAL PLACEMENT (QIP) OF UCO BANK

### 1. ABOUT THE BANK

1. UCO Bank, a body constituted under Banking Companies Acquisition and Transfer of Undertakings Act 1980 has its Head Office at 10, B T M Sarani, Kolkata – 700 001. The Bank's history is parallel to India's freedom struggle and was founded by noted industrialist Shri G D Birla. UCO Bank (herein after referred to as "Bank") is one of the leading Public Sector Banks having pan India presence. The Bank was nationalised on 19th July'1969 and is presently a Public Sector Bank with the Government of India holding major stake of its Capital.
2. Bank has a sizable customer base, along with 5 Circle Offices, 42 Zonal Offices and 3102 branches as on 31/01/2018. The Bank's network is spread across all States and Union Territories comprising of 1073 Rural, 821 Semi Urban, 608 Urban, 600 Metro Branches. All the branches of the Bank in India are networked on the Core Banking Platform.

For further details please visit Bank's website [www.ucobank.com](http://www.ucobank.com)

### 2. PROPOSAL

UCO Bank intends to tap capital markets via QIP route by issue of equity shares. We invite proposals from interested Merchant Bankers( hereafter referred to as Merchant Bankers/ Bidders/ BRLMs/ Lead Managers) registered as such with the Securities and Exchange Board of India (SEBI) independently and not in consortium, having a valid certificate and experience and expertise in handling capital market issues including Initial Public Offer (IPO) , Follow on Public Offer (FPO) and Qualified Institutional Placement (QIP) and fulfilling eligibility criteria to assist and advise the Bank in the QIP process . The Bank will select and appoint upto 3 Merchant Banks with requisite experience who together will be designated as BRLMs.

The terms and conditions for submission of proposal, selection and appointment are enumerated herein below:

2.1 The issue size may vary based on various factors including but not limited to management discretion and the decision of the shareholders. The Bank intends to initiate the work relating to appointment of Book Running Lead Manager ("**BRLM**") and other intermediaries to prepare the requisite documents and to undertake various activities in relation to the QIP.

2.2 The Bank wishes to invite proposals from interested registered Category – I Merchant

Bankers (here in after referred to as "**the Merchant Bankers/ Bidders/ Lead Managers/ BRLM**") to act as BRLM in the proposed QIP of the Bank through this RFP Document.

Proposals are hereby invited from reputed Merchant Bankers registered as such with the SEBI, independently and not in consortium, having a valid certificate, with experience and expertise in handling capital market issues including Initial Public Offer (IPO), and Qualified Institutional Placement (QIP) and fulfilling eligibility criteria to assist and advise the Bank in the QIP process.

2.3 Bank will select up to **3** Merchant Bankers with requisite experience who together will be designated as BRLMs. The BRLMs, in consultation with the Issuer, will form a syndicate as required under the applicable law, guidelines & regulations.

### **3. SCOPE OF WORK**

3.1 The terms and conditions for submission of proposal, selection and appointment are enumerated as under:

The BRLMs will be required, *interalia*, to undertake tasks related to all aspects of the QIP as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2009 (as amended from time to time) ("**ICDR**") and subject to related domestic and international legislations, including but not limited to, as mentioned below:-

(i) Advise the Bank on the timing and the modalities of the QIP.

(ii) Structure the transaction in conformity with the applicable laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations 2009, SEBI Listing (Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise.

(iii) Advise on the (i) regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities, (ii) filing of returns or notices with stock exchanges, or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities; and (iii) preparation of requisite literature for circulation, publication, etc. relating to the transaction.

(iv) Undertake due diligence activities and prepare the Draft Placement Document /Placement Document and completing all stipulated requirements and formalities of regulatory/statutory authorities.

(v) Undertake filing of the Draft Placement Document / Placement Document with Stock Exchanges.

(vi) Guide, facilitate and advise on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.

(vii) Ensure best pricing for the Bank.

(viii) Conduct pre-market survey, road shows, generate interest amongst prospective investors and undertake the book building exercise for the Bank. Arranging meetings with the key

investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.

(ix) Undertake market research, pricing of the QIP, allocation of shares and after sales support.

(x) Coordinate the work of intermediaries undertaking due diligence, drafting the Placement Documents for the QIP.

(xi) Coordinate the task of printing and distribution of stationery required for the QIP.

(xii) Perform all other responsibilities and render all assistance as may be required in connection with the QIP, and ensure that the QIP issue is a success.

(xiii) Ensure completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI (LODR) etc.

(xiv) Any other activity incidental or arising out of the said issue.

**NOTE: The Scope of work is only indicative & illustrative and will be eventually governed by the terms of Placement Agreement when the same is signed between UCO Bank and Merchant Banker(s).**

#### 4. ELIGIBILITY CRITERIA

SN	Eligibility Criteria	Documents to be submitted
4.1	Bidders should have handled at least one domestic equity issue (Initial Public Offering/ FPO/ Qualified Institutional Placement) of the size of Rs 500 crore or more in BFSI (Banking Financial Service & Insurance) space during the period from 1 <sup>st</sup> April, 2015 to 31 <sup>st</sup> December 2017	Certificate from the Respective Client
4.2	Bidders should be a registered Category-I Merchant Banker holding valid certificate issued by SEBI. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the QIP	Valid Certificate of Category issued by SEBI duly certified by person authorized to sign the proposal
4.3	The bidding Merchant Bankers should not have been prohibited by any regulatory authority in offering such services and should not have been blacklisted/debarred or penalized by any authority in the past	Undertaking
4.4	The bidding Merchant Bankers should give an undertaking that no action has been initiated by SEBI/CVC/RBI or any other government/statutory agency with regard to any financial irregularities.	Undertaking
4.5	The selected Merchant Bankers would be required to sign the non-disclosure agreement with the Bank. Failure to sign the same would make their appointment null and void	Undertaking to sign Non-disclosure agreement
4.6	The interested Bidders fulfilling eligibility criteria mentioned above are advised to furnish the	Undertaking

	undertaking and declarations given in <b><u>Annexure – II</u></b> as a part of the proposal. The undertaking should be to the effect that there is no conviction by a Court of Law or indictment/adverse order or blacklisting by a regulatory or Governmental Authority or PSB/PSU against them or any of their sister concern(s). It should certify that there is no investigation pending against them or their sister concern(s) or the CEO, Directors/Managers/Employees. The Undertaking should further certify that no conflict of interest exists as on date except as disclosed explicitly. Details in this regard, if any should also be provided in format as per <b><u>Annexure VII B</u></b>	
4.7	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	Undertaking

## 5. SUBMISSION OF PROPOSAL

Proposals are required to be submitted as per the following directions:

### 5.1 Envelope 1 (unsealed) super scribed as “Certificates/Documents for selection process of BRLM” containing the following:

- i) Certified Copy of Board Resolution or Power of Attorney (POA) in favour of person signing the bid document.
- ii) Certificate in format (**Refer Annexure-I**).
- iii) Certificate/Declaration as per Annexure II.

iv) Copy of valid certificate of Category-I Merchant Banker issued by SEBI, duly certified by the person authorized to sign the proposal.

**5.2 Envelope 2 (sealed) superscribed as “Technical Bid for selection of Book Running Lead Managers (BRLM) for QIP”** containing the Technical Bid as per Proposal Format as mentioned in clause 7 hereunder, to be opened in the presence of the Bidders. The bidders are also required to send technical bid through soft copy to the Bank after the opening of the bids. (Annexure no.III to V).

v) Audited Financials for last three financial years.

### 5.3 Envelope 3 (sealed) superscribed as “ Financial Bid for selection of Book Running

**Lead Managers (BRLM) for QIP”** containing the Financial Bid as per Annexure – VIII and proposal Format as mentioned in clause 7, to be opened only after the technical evaluation. The financial bids of those bidders who qualify technically will be opened in the presence of the Bidders at a pre notified date and time.

The proposal (all three envelopes) can be submitted latest by 16:00 hours on Feb 16th 2018 --- to General Manager ( Risk Management Department), UCO Bank, 1<sup>st</sup> Floor, 10 BTM Sarani,

Kolkata-700001 in hard copies in original, duly signed by the authorized officer of the Merchant Banker. The sealed Bid envelopes should be delivered at UCO Bank office between 10:00 hours to 17:00 hours on Monday to Saturday, working days only (Bidder to check UCO Bank holiday list with respect to the same).

No proposal will be entertained after the appointed time and date. The Bank will not be responsible for any postal/ courier delay. The proposals received after the appointed time and date will be rejected.

5.4 The Bank reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons therefor. The decision of the Bank management in regard to the selection of Merchant Bankers will be final.

## **6. TIME FRAME**

The following is an indicative timeframe for the overall selection process. The Bank reserves the right to revise/modify this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof to any of the Bidders. Changes to the timeframe will be conveyed to the affected Bidders during the process.

RFP Notification	07 <sup>th</sup> Feb 2018
Last date of submitting queries	4 PM, 14 Feb 2018
Pre-Bid Meeting Date	15 <sup>th</sup> Feb 2018
Presentation By Bidders	16 <sup>th</sup> Feb 2018

The last date for submission of bids for the RFP will be as given in para 5.3 above i.e. on 19<sup>th</sup> Feb 2018 at 16:00 hours.

The queries should be emailed on [horm.calcutta@ucobank.co.in](mailto:horm.calcutta@ucobank.co.in)

## **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) Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e) Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.

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

## 8. PROPOSAL FORMAT

The Proposals are to be submitted in detail as indicated in the following sections. The weightage for evaluation of the Merchant Banker in respect of each criterion has been indicated against each section.

The Bid/ Proposal is to be submitted in details as indicated in the following Sections. The weightage for evaluation of the Bidder in respect of each criterion has been indicated against each Section.

Section	Description
A	<b>Experience in handling BFSI deals in Indian equity markets and understanding/ positioning of Indian Banking Sector – (25%)</b> i) Credentials – Experience of managing Capital Market issuances as Merchant Bankers ii) (ii) Mobilization commitment on the QIP process ( in Crs only) <b>(Applicable Annexure No. III to V)</b>
B	<b>Understanding and Positioning of UCO Bank- (15%)</b> i) Earlier transaction(s)/deals done with UCO Bank ii) Understanding, positioning and valuation of UCO Bank iii) SWOT Analysis of the Bank iv) Potentiality of UCO Bank QIP in the market
C	<b>Team strength (BFSI) and commitment- (15%)</b> i) Details of the core team that will be handling the proposed issue, their status in the organization, their background, qualification, and experience and contact details. ii) Quality of deal team and its ability to handle the issues that arise during the transactions. iii) Details of other professionals who would provide back-up support may also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation etc., another person of similar qualification and experience would be made available.
D	<b>Investor connect, relationship and track record (25%)</b> (i) Indicate domestic and global distribution network (ii) Understanding and relationship with domestic and international institutional investors
E	<b>Research coverage and capability (15%)</b> i) Research strength within the country and globally ii) Research reports published on Banking and Financial Services companies in India iii) Background and Rating of Research Team <b>(Applicable Annexure no. VI).</b>
F	<b>Understanding of Regulatory laws/ issues (5%)</b> i) Understanding the requirements of various regulatory agencies pertinent for the issue and for UCO Bank ii) Guide, facilitate and advise on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements <b>(Applicable Annexure no-VII)</b>

## **9. PROCEDURE FOR SELECTION OF BRLMs**

8.1 Qualified interested Bidders, meeting the eligibility criteria would be required to make a presentation (Maximum of 20 minutes) of their credentials, in the format prescribed in Proposal Format (refer clause 7 above), for the proposed transaction, before the Selection Committee. Only the Team Leader of the Core Team shall make the presentation.

8.2 The Selection Committee would evaluate the bidders on the criteria mentioned in Proposal Format based on their presentation and proposals received. Only bidders scoring at least 60% in the technical bids will be shortlisted.

8.3 The Selection Committee would open the Financial Bids of only the shortlisted bidders. The date and time of opening of the Financial Bids would be announced at the time of the presentations.

8.4 The L1, L2 and L3 will be identified based on the financial bids. The Bank will select the BRLMs who agree to undertake the assignment. The Bank will use waterfall (sequential ranking) for the next BRLM in case any shortlisted BRLM does not accept the appointment.

8.5 The bidder who has quoted the least financial bid would be appointed for the transaction (L1 Bidder). The other evaluated BRLMs who are ranked as L2, L3 and so on in that order would be asked to accept the fees quoted by L1 bidder and the parties who so accept the fees quoted by L1 bidder will also be appointed till the required number of BRLMs are reached. The Bank may also consider selecting lesser number of Bidders for appointment as BRLMs.

8.7 The fee quoted by L1 bidder would be shared proportionally as per the mobilized amount by all the appointed BRLMs.

## **10. REQUIREMENTS OF FINANCIAL BID**

9.1 The bidders are required to submit financial bid in format as per **Annexure VII**

9.2 Fee Component will be as % of the issue size and it will be distributed /divided amongst the selected BRLMs as per amount mobilised. In case of conflict, the Bank decision will be binding on all BRLMs. The fee quoted by the bidder would be inclusive of all applicable taxes, cess, duties etc. The Bank shall not pay any other expenses including out of pocket expenses or amount of whatsoever in nature. However, the Bank shall bear the Regulatory fees (viz stock exchange fees, Depository fee etc , Legal counsels' fees and tour expenses of UCO-officials for attending road shows etc.).

9.3 Bid in slab format shall be liable to be rejected

9.4 The fee quoted should be unconditional. All inclusive bid/proposal will be taken into account to decide the L1 Bidder

9.5 Bidders to note that no drop dead fee will be payable to any of the Merchant Banker in

case the Bank calls off the transaction.

9.6 All bills are to be raised in INR and will be payable in INR only after successful and satisfactory closure of transactions

9.7 Domestic and international counsels shall be appointed by the Bank and all expenses in this respect to be borne by Bank.

### **11.Payment terms**

All bills are to be raised in INR and will be payable in INR only after successful and satisfactory closure of the QIP.

### **12. Accountability**

The Book running Lead Managers shall be accountable with respect to the following

- i. holding valid registration certificate throughout the duration of the QIP in accordance with the provisions of the securities and exchange Board of India ( Merchant Bankers ) regulations, 1992 as amended from time to time
- ii. all the responsibilities indicated in Scope of work and any other activities that the Book Running Lead Managers may perform in connection with the QIP (including conducting road shows / investors' meet); and
- iii. all the other obligations it is required to undertake in accordance with the applicable provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (including undertaking necessary due diligence) and the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP.

In case of violation of the any of the abovementioned terms and conditions, the Bank shall have the right to terminate the engagement of the defaulting Book Running Lead Manager(s) in accordance with the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP and take any other legal action or recourse as may be available to the Bank under the applicable laws."

### **13. Paying Authority**

The payments as per the terms covered hereinabove shall be paid by this office (Risk Management Dept, Head Office).

### **14.Tender Document & Fee**

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs. 10000/- (Rupees Ten Thousand Only) in the form of Demand Draft or pay order in favour of UCO BANK, payable at Kolkata .

**General Manager  
UCO Bank, Head Office,  
Risk Management Department,  
1<sup>st</sup> Floor, 10 BTM Sarani  
Kolkata: 700001**

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft or pay order in favour of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

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

#### **15 EARNEST MONEY DEPOSIT**

The bidder shall furnish as part of its bid, Earnest Money of Rs 5 Lakh (Rupees five Lakh Only). The Earnest Money is required to protect Bank against risk of bidder's conduct during the period of bid validity. The Earnest Money shall be submitted in the form of Bank Guarantee issued by a Scheduled Commercial Bank, acceptable to Bank, for a validity period of 180 days from the date of opening of the bid or in the form of Demand Draft or Pay Order issued in favour of "UCO Bank" and payable at Kolkata. Any technical bid without the Earnest Money, as desired, will be rejected without assigning any reason(s).

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
Appointment Book Running Lead Manager (BRLMs) for raising equity capital through QIP	Rs. 5,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned (without any interest) to them on completion of the bidding/procurement process. The EMD of successful bidder(s) will be returned (without any interest) on submission of Performance Bank Guarantee of Rs one lacs as per details to be prescribed.

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

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of BANK
- To furnish performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period.

## **16. No legal relationship**

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement with the successful Bidder.

## **17. Evaluation of Offer**

Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the BRLM, not limited to those selection criteria set out in this RFP.

## **18. Disqualification**

Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder will result in disqualification of such Bidder.

In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this Request for Proposal has not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Merchant Banker/ selling broker. Also if the Selected Bidder has already been appointed as the Merchant Banker/selling broker, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Bank to the Selected Bidder without the Bank being liable in any manner whatsoever to the Selected Bidder. This action will be without prejudice to any other right or remedy that may be available to the Bank under the bidding documents, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

## **19. No representation or warranty by the Bank**

The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the terms and requirements of this RFP and responds to the RFP. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion.

While due care has been taken in the preparation of this document, the Bank will not be held responsible for any inaccuracy in the information provided herein. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of all such information contained in the RFP.

It is the Bidder's responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the RFP.

## **20. Validity**

The validity of the Bid shall be applicable for period of six month. The engagement of BRLMs pursuant to this selection process shall remain valid for 6 month unless terminated by the bank at its own convenience by giving a prior written notice of 30 days to the selected bidder without assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 6 month bank reserve the right to extend or renew the contract for such period on such terms and condition as would be mutually agreed between the party. No upward revision in the fees will be considered till that date. If any issue process has commenced on or before 6 month and continues after that, the engagement of the BRLMs pursuant to this selection process shall be deemed to remain valid upto the conclusion of the said issue in all respect.

## **21. Bank's Discretion**

i) The Bank may at its sole discretion select and appoint such number of Merchant Bankers as it deem fit with requisite experience in capital market issues, who together will form a team and be called BRLMs. The BRLMs, in consultation with the Bank, will form a syndicate as required under the SEBI Guidelines/Regulations.

ii) The Bank shall be under no obligation to act upon the advice rendered by the Merchant bankers for the appointment of the BRLMs and other intermediaries. The appointment made by the Bank shall be final and binding on all the Bidders.

iii) In case, if there is substantial change in the composition of the Team handling the QIP of the Bank which can significantly affect its execution, the Bank reserves its right to terminate the agreement with the said selected BRLM without any cost to Bank.

## **22. 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 Service Level Agreement 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 fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement 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 Service Level Agreement

### **23 Order Cancellation (Termination)**

UCO BANK reserves the right to cancel the work or terminate the SLA by giving 30(thirty) 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 SLA 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, 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/SLA and the extension, if any allowed.
- f) 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.
- g) 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.
- h) 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.

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 Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by UCO BANK, the Vendor 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, 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 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 Contract that are expressly or by implication intended to come into or continue in force on or after such termination

## **25. Confidentiality**

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

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

## **26. Dispute resolution mechanism**

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

- 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 (Risk Management & Capital Raising) 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. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

## **27. Other Terms and Conditions of the RFP**

- 27.1. Signing of the bid: The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- 27.2. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 27.3. ERASURES OR ALTERATIONS: The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- 27.4. Language of Bid: The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.
- 27.5. Price Freezing: The price finalized shall remain valid during the period of the Contract.
- 27.6. Preliminary Scrutiny: UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required

technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

- 27.7. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part. In all the aforesaid matters, Bank's decision is final and conclusive.
- 27.8. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason, whatsoever and without any cost or compensation there for.
- 27.9. Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers/bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.
- 27.10. Audit by Third Party: Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.
- 28. Governing Laws & Jurisdiction of the Court:** The provisions of this RFP and the Service Level Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made there under 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.
- 28.1. Publicity: Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 28.2. Non-Transferable Offer: This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- 28.3. Address Of Communication: Offers/bid should be addressed to the address given in Bid Details-control sheet table in this RFP.
- 28.4. CONFIDENTIALITY OF THE BID DOCUMENT: The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 28.5. If an agent bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for this project."
- 28.6. Cancellation of tender process: Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.

- 28.7. Right to alter the number of Resources: The Bank reserves the right to alter the number of resources ( call agents ) specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional resources at the agreed priced during the contract period with the same terms and conditions.
- 28.8. Modification of Order : Bank reserves its rights to modify (i.e., addition and reduction) the Purchase/Work Order as per its requirement and the payment for such addition /reduction would be determined on pro rata basis or on mutual consent of the parties.
- 28.9. Response of the Bid: The Bidder should comply all the terms and conditions of RFP.
- 28.10. Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc. Any license, if required for providing the services, need to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.
- 28.11. Price Discussion – It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 28.12. 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.
- 28.13. The services to be availed from the selected bidder is on a principal to principal basis and does not create any employer- employee relationship. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 28.14. The Vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power , or outside the scope of power, vested under the purchase contract to be issued for this Tender.

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

**FORMAT OF CERTIFICATE**

This is to certify that the fee quoted by us for engagement as Book Running Lead Managers for QIP of UCO Bank is in accordance with the terms and conditions laid down in the Request for Proposal displayed on the website of UCO Bank and is unconditional.

Seal with signatures of authorized signatory of the BRLM

**UNDERTAKING**

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

We agree that without the consent of the Bank (which consent in each case shall not be unreasonably withheld or delayed), while engaged in writing by the Bank as BRLM, until the trading of the Bank's new securities on a stock exchanges, we will not accept a written or a verbal mandate for any offering of equity of an Indian Bank.

Further we hereby undertake that

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

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

Place :

Date:

Seal & Signature

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

## STATEMENT SHOWING INFORMATION ABOUT THE TEAM

**A. Organizational Chart ( Please Furnish)****B. Details of Team**

Particulars	Total Years of Experience	Years of Experience with Present Organization	Location	No. of Issues Handled	Amount (Rs Cr)
IBD ( International Banking Division ) (Members)					
ECM (Equity Capital Market) (Members)					
Sales (Members)					
Research (Members)					

**C. Details of Proposed Team to handle UCO Bank Issue:**

Particulars	Total Years of Experience	Years of Experience with Present Organization	Location	No. of Issues Handled	Amount (Rs Cr)
IBD (Members)					
ECM (Members)					
Sales (Members)					
Research (Members)					

## STATEMENT SHOWING DETAILS OF PUBLIC OFFERINGS MOBILIZATION

Particulars	QIB		HNI		Retail		Amount (Rs Cr)	% of Mobilization in the Corresponding Issues
	No. of Issues	Amount	No. of Issues	Amount	No. of Issues	Amount		
India								
IPO								
FPO								
QIP								
IPP								

## MOBILIZATION COMMITMENT ON THE QIP PROCESS

Committed Amount of QIP	Amount ( IN CRS ONLY)

Annexure-V

**DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS**

Parameters	01.04.15 to 31.03.16		01.04.16 to 31.03.17		01.04.17 to 31.12.17	
	Mandate	Value (Rs)	Mandate	Value (Rs)	Mandate	Value (Rs)
Domestic Equity Public offerings						
Total						
International Equity Public offerings						
Total						
Public offerings pulled out / Withdrawn pre or post roadshow						
Total						

Note: Please provide for all issue types ( IPO/FPO/QIP) and list of IPOs with a role as Left Lead Bank also in above mentioned format.

**DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS (BFSI Sector)**

Parameters	01.04.15 to 31.03.16		01.04.16 to 31.03.17		01.04.17 to 31.12.17	
	Mandate	Value (Rs)	Mandate	Value (Rs)	Mandate	Value (Rs)
Domestic Equity Public offerings						
Total						
International Equity Public offerings						
Total						
Public offerings pulled out / Withdrawn pre or post road show						
Total						

Note: Please provide for all issue types i.e IPO/FPO/ QIP.

## STATEMENT SHOWING RESEARCH REPORTS DETAIL

Research	Domestic Staff Strength (in Number)	No. of Research Publication	Date of Publication of Last Report	Rating	Target Price
<b>A. Sectors</b>					
1.					
2.					
3.					
4.					
5.					
<b>B. BFSI Companies</b>					
1.					
2.					
3.					
4.					
5.					

**A. PENDING LITIGATIONS AND CONTINGENT LIABILITIES**

Sl no	Statute	Financial Year	Amount (Rs Cr)	Forum Where dispute is pending	Description

**B. CONFLICT OF INTEREST**

Sl no	Company	Type of Issue	Amount (Rs Cr)	Expected Issue Date	Description

**FINANCIAL BID**

Quotation Title	Selection of Merchant Bankers for QIP FY 2017-18
Quotation Ref. No.	2018/
Name of Merchant Banker	
Contact Number	
Contact person	

Fee in % of the amount mobilized and allotted Inclusive of all taxes/duties

**Seal & Signature**  
**Date:-**

**Tender Ref. No. XX/XX/2017-18 dated  
XXXX.2018  
(To be stamped as agreement cum indemnity)  
PRE CONTRACT INTEGRITY PACT**

PROC-2C

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on

\_\_\_\_\_ day of the month of \_\_\_\_\_ YYYY, between, on one hand, UCO Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1980 having its Head Office at 10 BTM Sarani, Kolkata-700001 (hereinafter referred to as the "BANK" which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the First Part and M/s \_\_\_\_\_

represented by Shri. \_\_\_\_\_ Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the BANK proposes to procure \_\_\_\_\_ (Name of the equipment/item/service) and BIDDER is willing to offer/has offered the equipment/item/service 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 BANK is a Public Sector Bank performing its functions on behalf of the President of India.

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 BANK to obtain the desired said equipment/item/service 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 BIDDER 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 BANK 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 follow:

**Commitments of the BANK**

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BANK will during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BANK will report to the Bank/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 BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

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 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 BANK, connected directly or indirectly with the bidding process, or to any person, organization 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 BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank/Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank/Government.
- 3.3. \*BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

Foreign Bidder: Name and address of agents and Representatives in India.

Indian Bidder: Name and address of Foreign Principals / Associates

- 3.4. \*We hereby disclose the payments to be made by us to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. \* Bidder is engaged in defense supplies as Manufacturer / Integrator / Authorized Government sponsored export entity: Yes / No

If yes, we confirm we have not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way of recommend to the BANK or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 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 BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 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 BANK as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care less 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 BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the

BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
*The term relative for this purpose would be 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 BANK.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the 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 Public Sector Banks in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

#### **5. Sanctions for Violations**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BANK to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- 6.2. 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
- 6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 6.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.
- 6.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all

Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor, 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.

- 6.7. The BANK 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.
- 6.8. The Monitor will submit a written report to the designated Authority of BANK /General Manager, Department of Information Technology within 8 to 10 weeks from date of reference or intimation to him by the BANK / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **7. Facilitation of Investigation**

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

## **8. Law and Place of Jurisdiction**

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

## **9. 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.

## **10. Validity**

- 10.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both BANK and the BIDDER, 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.
- 10.2. 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.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BANK  
Name of the Officer:

BIDDER  
CHIEF EXECUTIVE OFFICER

Designation:

Dept:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the BANK in regard to involvement of Indian agent of foreign suppliers.

**DECLARATION-CUM-UNDERTAKING**

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

To

UCO Bank  
Head Office  
Risk Management 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 Authorised Signatory(ies)]**