



## **Request for Proposal (RFP) For Empanelment of Advertising Agencies**

Reference Number: UCO/CC/RFP/03/2021-22

Date: 05/01/2022



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**UCO BANK**

**HEAD OFFICE: 10, B T M Sarani,  
Kolkata – 700001 (West Bengal)**

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### MOST IMPORTANT DATES FOR APPLICANTS

Sl. No.	Subject	Date/Time
1.	RFP Ref. Number & Date	<b>UCO/ CC/RFP/03/ 2021-22 Dated 05.01.2021</b>
2.	Description of RFP	<b>Selection of Advertising Agencies for Empanelment</b>
3.	Address for submission of Bid & Place of Opening of Bids	General Manager, Corporate Communication Department UCO Bank, 2nd Floor Head Office : 10 , B T M Sarani, Kolkata – 700 001 Phone: 033- 44557315
4.	Website address	<a href="http://www.ucobank.com">www.ucobank.com</a>
5.	E-mail address	<a href="mailto:hocc.calcutta@ucobank.co.in">hocc.calcutta@ucobank.co.in</a>
6.	Date of Issue	05.01.2022
7.	Last Date of Submission of Queries	14.01.2022
8.	Date of Pre-Bid Meeting (It will be organised online)	17.01.2022
9.	Date by when Bank will respond to the clarifications sought by Applicants	20.01.2022
10.	Last Date & Venue of Submission of Application	27.01.2022 at 4:00 p.m. Corporate Communication Department Head Office, UCO Bank, 2 <sup>nd</sup> Floor, 10 , B T M Sarani, Kolkata – 700 001
11.	Date of opening of Technical Bid/Application	28.01.2022 at 11:30 a.m.
12.	Contact Person Details	Shri. R.K. Guha, CM, Corporate Communication, Tel # 033 44557315
13.	Application Fee	Rs. 20,000.00/- (Rupees Twenty Thousands Only) + 18% GST (i.e. Rs. 3,600.00) Non-refundable and to be paid by way of Demand Draft/Bank Transfer in favour of UCO Bank payable at Kolkata

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





## **1. Introduction:-**

UCO Bank is one of the leading Public Sector Banks having Pan India presence. The Bank was founded on 6th January'1943 and nationalized on 19th July'1969. Presently it is a Public Sector Bank with the Government of India holding major stake of its Capital. UCO Bank, hereinafter referred to as "Bank" has its Head Office at 10, B T M Sarani , Kolkata – 700 001.

Today our Bank has 42 Zonal Offices and 3069 numbers of Domestic Branches with overseas presence at Hong Kong, Singapore and representative office at Iran and 2361 ATMs as on 30.06.2021. The Bank's branch network is spread across all States and Union Territories comprising of 1076 Rural, 818 Semi Urban, 603 Urban, 572 Metro Branches. All the 3069 branches in India are networked on the Core Banking Platform and spread across all the major centres in all population groups across the country.

Our Bank has adopted the vision statement as "To emerge as the most trusted admired and sought-after world-class financial institution and to be the most preferred destination for every customer, investor and a place of pride for its employees". Hence, to reach out/ attract attention of maximum number of existing, prospective customers & Stakeholders, the Bank is exploring different options of outdoor advertisements.

In view of above, UCO Bank invites proposals from reputed and qualified Advertising Agencies for empanelment to the Bank's panel for rendering the services as mentioned in clause 3. Broad Scope of Work.

## **2. Objectives:-**

- a) This RFP is floated with an objective to invite applications from Advertising Agencies for empanelment with the Bank, subject to fulfilling eligibility criteria stipulated in Clause 4 for carrying out work related to print, electronic, digital media and other works which are part parcel of advertisement or incidental thereto.

- b) The applications satisfying the Eligibility Criteria as per the RFP and having experience in advertising, communication, media campaign, event management and PR services in Banking and Financial Sector are preferred.
- c) Once the responses to the RFP are received, the Bank will start the evaluation process and finalize the panel of Advertising Agencies who will satisfy the eligibility criteria.

### **3. Broad Scope of Work:-**

Bank invites proposals from eligible Advertising Agencies with the view of entering into empanelment for broad categories of work as mentioned herein below :-

- a) Suggestion/preparation of plans for different communication campaigns from time to time.
- b) Creation of appropriate communication campaigns.
- c) Preparation of artwork for different campaigns, brochures, posters etc.
- d) Preparation of artwork for hoardings, banners, posters and designs of all other outdoor media communication.
- e) Preparation of TVC, Radio Jingle and Corporate Film of the Bank.
- f) Release of advertisement in print, electronic and digital medium.
- g) Designing of leaflets, annual reports, bulletins, house journal, newsletters, brochures, booklets etc.
- h) Designing and releasing of advertisements of classifieds/tenders/notices/ statutory disclosures.
- i) Giving support in PR activities.
- j) Event Management Support for arranging events like launch of new products/ Conferences/ AGM/ EGM/ Exhibitions etc.
- k) Any other work related to corporate publicity, media campaign, preparation of media plan for Print & Electronic Media and Road Map for popularizing UCO Bank as a Brand and would also be forming part of the scope of work as decided from time to time.
- l) Details of objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses/ short listing as well as other relevant information is contained in this document. The RFP document can be downloaded from the Bank's website [www.ucobank.com](http://www.ucobank.com)

#### **4. Eligibility Criteria (All mandatory provisions) :-**

It is mandatory for agencies to ensure that the following minimum eligibility criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations

<b>SL.NO.</b>	<b>Eligibility Criteria</b>	<b>Proof of Documents required / Must be submitted</b>
1	The applicant should be a business entity established in India and should have been in existence for the last 5 years as on date of RFP. No two entities joining together (Joint Ventures) specific to this project will be considered.	Copy of the Certificate of incorporation / Constitutional Documents
2	The Agency should have minimum Rs.25.00 crores average business turnover in F.Y. 2018-19 & 2019-20. However, due to COVID19 pandemic in F.Y. 2020-21, the above mentioned criteria of Rs.25.00 crores is reduced to Rs.12.50 crores.	Certification by Statutory Auditor, Copies of Audited Balance Sheet, IT Returns & GST Returns
3	The agency should have Pan India presence and mandatorily offices in four metro cities viz. Kolkata, Delhi, Mumbai and Chennai	A Self-declaration with details of branches and their addresses by the Applicant on company's letter head
4	The Agency should have accreditation with Indian Newspaper Society (INS) and accreditation/registration with Prasar Bharati.	Copy of Certificate
5	The Agency should have experience of at least 5 years of working on advertising in Banking Industry with sufficient staff strength, with full back office support of technical staff viz. creative director, visualisers, designers, copywriters, media planners etc.	<ul style="list-style-type: none"><li>• Empanelment letter &amp; Certification of satisfactory performance as per <b>Annexure III &amp; IV</b> (not more than 1 month old)</li><li>• In addition, 2 work orders for each of Print Media Advertisement, Electronic Media campaign &amp; preparation of video are to be submitted along with application.</li></ul>
6	The Agency should have worked with at least three Banks (of which at least two should be PSU Banks) for last three financial years i.e. FY 2018-19, 2019-20 &	

	2020-21 with satisfactory performance.	
7	The Agency shall have an independent creative and media planning team in Kolkata and facilities to plan & execute campaigns in all types of media viz. Newspapers, Magazines, TV, Radio, Digital/Social media, Outdoor, any other emerging media etc. at the national level.	A Self-declaration by the Applicant on Company's letter head.
8	The Agency should have the resources to handle multi-media, multi-lingual publicity campaigns with proficiency and proofreading facilities in major Indian languages.	A Self-declaration by the Applicant on Company's letter head.
9	The Agency should not have been blacklisted/disqualified/de-empanelled by any Central/State Government/ PSU / Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required from July 2016 onwards	A Self-declaration as per <b>Annexure II</b> by the Applicant on Company's letter head. However UCO Bank would have the right to independently verify the same.
10	The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.	A Self-declaration by the Applicant on Company's letter head.
11	The Agencies who are presently empanelled in UCO Bank and in the past, their dealings with us must be satisfactory.	Will be validated by UCO Bank's Head Office Publicity Committee based on participation in number of tenders and creative requirements.
12	The Applicant's Firm should not be owned or controlled by any Director or Employee or Relatives of UCO Bank.	A Self-declaration by the Applicant on Company's letter head.
13	Central Minimum Wages Act & Labour Laws: The bidder has to submit an Undertaking in its letterhead ensuring that the payment towards services is in consonance with Central Minimum Wages Act & Labour Laws.	Self-declaration as per <b>Annexure V</b> on the Company Letter-head should be submitted.

## **5. Terms and Conditions:-**

- a) The duration of Empanelment of proposed agencies will be for a period of Three Years. However, the Bank reserves the right to cancel or extend the validity period of empanelment.
- b) The Bank will have right to remove any agency from the empanelled list without assigning any reason whatsoever and without any cost & compensation therefore. Bank also reserves the right to modify the terms and conditions for empanelled agencies.
- c) The Empanelled Advertising Agency(s) is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Bank's Interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. Bank reserve the right to impose penalty in case of any violation of the above.
- d) The agency should be able to execute order at short notices and even on holidays at any place as per our Bank's requirement.
- e) Bank has the right to award the work to any of the empanelled advertising agencies, depending on the exigencies of the work and for any particular work depending on the nature and magnitude of the work.
- f) For selection of artwork for print media or for preparation of TV commercial, bank will invite concept from all empanelled agencies and release order will be given to the agency as per extant policy of Bank.
- g) Selection of artwork will be entirely on Bank's discretion and the Bank will not pay charges for submission of artwork or preparation of TV commercial to any agency. However the Bank will bear the cost of the production of the selected TV Commercial.
- h) Artwork/ Commercial once selected will be the property of the Bank and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission. Agency has to provide original soft copy of open file to the Bank. The agency can't use the concept,

artwork, picture, film and jingle for other clients once the Bank selects it.

- i) Bank reserves the right to make necessary modification to the selected artwork, concept, film etc.
- j) Applications received after due date & time or without prescribed documents will be rejected.
- k) Bank reserves the right for rejection of any/all applications or have empanelment done otherwise without assigning any reason whatsoever and without any cost & compensation thereof. All decisions taken by the bank would be final and no further representation in this regard will be entertained.
- l) The empanelled Agency will be paid the expenses incurred by them during their services on the due submission of an itemized bill. The price quoted in the Bill will be inclusive of GST or any other applicable taxes as may be applicable from time to time.
- m) No binding Legal Relationship will exist between any of the Agencies which has submitted application in pursuant to this document and the Bank until execution of a contractual agreement to full satisfaction of the Bank. सम्मान आपके विश्वास का Honours Your Trust
- n) The Bank may, without prejudice to any other remedy as may be available for breach of contract, by providing a one month written notice to the Agency, may terminate the contract in whole or in part, once any default is noticed.
  - ❖ if the empanelled agency fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request , or any extension thereof granted by the Bank;
  - ❖ If the empanelled agency fails to perform any other obligation(s) under the Contract.

In the event, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by giving one month's notice and in that eventuality the Agency is

bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.

- o) The empanelled agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI). Agency shall keep informed UCO Bank about any change in accreditation status of the agency with INS.
- p) All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with UCO Bank unless otherwise stated explicitly & agreed by UCO Bank at the time of accepting the layout. The agency shall indemnify UCO Bank against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by UCO Bank.
- q) The empanelled Agency at its own cost will defend or settle any claim against UCO Bank to the effect that the empanelled Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- r) In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
- s) UCO Bank through its authorized officers shall have right to inspect the services regarding conduct of advertising services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.

- t) UCO Bank reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with UCO Bank.
- u) UCO Bank reserves the right to blacklist an agency for a suitable period in case the agency fails to honour its bid without sufficient grounds.
- v) In a Financial Year, the empanelled agencies should necessarily participate in at least 12 quotation submission processes of various tenders/notices/advertisements to be released by the Bank; failing which Bank may terminate the empanelment of defaulting agencies.

## **6. Evaluation Process:-**

Bank will formulate a committee(s) for making evaluation. This committee(s) will evaluate the application submitted by the applicant and the agencies fulfilling the Eligibility Criteria will be shortlisted for making presentation. The Bank reserves the right to accept or reject any application without assigning any reason whatsoever and without any cost & compensation thereof. No correspondence will be entertained with regard to the short listing and empanelment process.

**The process of evaluation is detailed hereunder:**

- All the applications will be evaluated based on "Eligibility Criteria" mentioned under point no. 4. Bank will short-list those agencies which are satisfying the eligibility criteria in all respects and declare the agencies which are technically qualified for further evaluation.
- The agencies short-listed as per above mentioned process will be advised to make a presentation to the Head Office Publicity Committee on their capabilities, experiences etc. and showcase their work done for other clients. These agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the UCO Bank, outlining the agency's understanding of the Bank. Broad (indicative) evaluation criteria are mentioned herein below:

### Part A : Agency Profile

Sr.	Criteria	Total Marks	Scoring Parameters	
1	Average Turnover for the last three financial years (As defined in Eligibility)	10	F.Y. 18-19 & 19-20	F.Y. 20-21
			<ul style="list-style-type: none"> <li>Average turnover more than Rs.25 crores and less than 35 crores – 4 Marks</li> </ul>	<ul style="list-style-type: none"> <li>Average turnover more than Rs.12.50 crores and less than Rs.17.50 crores – 1 Mark</li> </ul>
			<ul style="list-style-type: none"> <li>Average turnover Rs.35 crores and above and less than Rs.50 crores - 6 Marks</li> </ul>	<ul style="list-style-type: none"> <li>Average turnover more than Rs.17.50 crores and less than Rs.25 crores – 2 Marks</li> </ul>
			<ul style="list-style-type: none"> <li>Average turnover more than Rs.50 crores – 7.5 Marks</li> </ul>	<ul style="list-style-type: none"> <li>Average turnover more than Rs.25 crores – 2.5 Marks</li> </ul>

			<b>Creative (BFSI Clients)</b>	<b>Creative (Other PSU Clients)</b>	<b>Media Planning</b>
2	Empanelment with PSUs/PSBs/BFSI	10	<ul style="list-style-type: none"> <li>• Full marks (4) for 4 or more BFSI empanelment.</li> <li>• 3 Marks for 3 BFSI empanelment.</li> <li>• 2 Marks for 2 BFSI empanelment.</li> <li>• 1 Mark for 1 BFSI empanelment.</li> </ul>	<ul style="list-style-type: none"> <li>• Full marks (3) for 3 or more PSU empanelment.</li> <li>• 2 Marks for 2 PSU empanelment.</li> <li>• 1 Mark for 1 PSU empanelment.</li> </ul>	<ul style="list-style-type: none"> <li>• Full marks (2) for 2 or more clients.</li> <li>• 1 Mark for 1 client.</li> </ul>
3	Industry Experience	10	<ul style="list-style-type: none"> <li>• Full marks (10) if experience is more than 15 Years</li> <li>• 08 Marks if experience is more than 10 Years</li> <li>• 06 Marks if Experience is more than 8 Years</li> <li>• 04 Marks if Experience is more than 5 Years</li> </ul>		
4	Network Strength	10	<ul style="list-style-type: none"> <li>• Full marks (10) for having offices at Mumbai, Delhi, Chennai, Kolkata, Bengaluru, Hyderabad, Ahmedabad &amp; Jaipur.</li> <li>• 08 Marks for having offices at Mumbai, Delhi, Chennai, Kolkata, Bengaluru, Hyderabad &amp; Ahmedabad.</li> <li>• 06 Marks for having offices at Mumbai, Delhi, Chennai, Kolkata, Bengaluru &amp; Hyderabad.</li> </ul>		

			<ul style="list-style-type: none"><li>• 04 Marks for having offices at Mumbai, Delhi, Chennai, Kolkata &amp; Bengaluru.</li><li>• 02 Marks for having offices at Mumbai, Delhi, Chennai &amp; Kolkata.</li></ul>	
<b>Part B : PRESENTATION PARAMETERS - CREATIVE / ADVERTISING WORK &amp; MEDIA PLANNING</b>				
5	Past Performance	30	Creative / Advertising works of the Agency, awards won, case study etc.	Subjective Evaluation
			2-3 Best Creative Campaigns of National level Recent TV Commercials and Radio jingles prepared for clients	
			Past media planning / buying works of the agency, awards won, case study etc.	
6	Strategy for UCO Bank	30	Understanding of Present Position / Perception about Bank / Bank's creative works in the market	Subjective Evaluation
			Action plan / strategy proposed for the Bank to enhance / increase the Brand equity in the market.	
			Media Planning & Buying – Capability to adjust the media plan and making it cost	

	.	.	effective with case study.	
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Based on the above parameters, Head Office Publicity Committee will assign marks to all the agencies making presentation and rank them accordingly. An agency needs to achieve a cut - off score of 50 % (i.e. 50% of Total Marks of 100 = Minimum 50 Marks to be qualified. Only those Agencies who achieve the specified cut - off scores would be shortlisted and will be called "Qualified Agencies". In case one / none of the Agency score a minimum of 50 marks, then the Agencies who have achieved the top 5 scores will qualify.

In case any Qualified Agency is not agreeable to sign the service level agreement or impose any conditions not acceptable to the Bank or communicate any changes from its stated responses in the RFP or presentation made to the Bank which may not be acceptable to the Bank, the Bank on its sole discretion may select the next agency for empanelment. Here, it would be pertinent to mention that Bank shall be within its rights to stipulate such terms and conditions as it may deem fit, including the best practices to be followed by the Agencies.

## **7. Submission of Application:-**

The complete application in sealed cover super scribed, as "Application for Empanelment of Advertising Agencies 2021" along with required documents as detailed in Point No. 4 to be submitted to:

**To**

**General Manager**

**Corporate Communication Department,**

**2<sup>nd</sup> Floor, Head Office, UCO Bank,**

**10, BTM Sarani, Kolkata-700 001.**

Agencies applying for empanelment may please note that the non-refundable application fee of **Rs.20,000.00/- (Rupees Twenty Thousands Only) + 18% GST (i.e. Rs. 3,600.00)** is to be enclosed with the application in the form of Pay order or Demand Draft in favour of UCO Bank payable at Kolkata. **Applications will be accepted by the Department from 10.01.2022.** No application will be accepted after the due date.

Last date for submission of application is 27.01.2022 up to 4 p.m.

Application is liable to be rejected if:

- ❖ The documents submitted are incomplete.

- ❖ The application is received after the expiry of due date and time stipulated for application submission.
- ❖ Application Fee has not been paid.
- ❖ The agencies not fulfilling the criterion defined in the draft RFP will be rejected summarily at the sole discretion of the Bank.

## **8. Due Diligence:-**

The applicant is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Proposal shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The proposal 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 proposal not responsive to this RFP in each and every respect will be at the applicant's own risk and may result in rejection of the proposal and for which UCO Bank shall not be held responsible.

## **9. Tender document and 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. 20,000.00/- (Rupees Twenty Thousands Only) + 18% GST (i.e. Rs. 3,600.00) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The applicant downloading the tender document from the website is required to submit a non-refundable fee of Rs. 20,000.00/- (Rupees Twenty Thousands Only) + 18% GST (i.e. Rs. 3,600.00) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned applicant will be rejected.

In case of applicants being an MSME under registration of any scheme of Ministry of MSME, they are exempted from paying the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

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 thereof. Any decision of UCO Bank in this regard shall be final, conclusive and

binding upon the applicants. 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 Applicant or Applicants or any obligation to inform the affected Applicant or Applicants of the grounds for Bank's action. During the evaluation process at any stage, if it is found that the applicant does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

The Bank details are as below:

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
<b>Account Number- 01900210000021</b> <b>Account Name- UCO Bank</b> <b>Branch- Kolkata Main</b> <b>IFSC- UCBA0000190</b> <b>MICR-700028007</b>	<b>Corporate Communication</b> <b>Department, UCO Bank, Head Office,</b> <b>2<sup>nd</sup> Floor, 10, B.T.M.Sarani,</b> <b>Kolkata-700001.</b>

#### **10. Performance Bank Guarantee:-**

- a. The selected agencies, within **fifteen (15) days** from the date of empanelment letter will have to furnish a Performance Bank Guarantee, (format as per Annexure – VI in the RFP), issued by any scheduled commercial Bank (other than UCO Bank) equivalent to **Rs.20,000.00 (Rupees Twenty Thousands Only)** valid for 39 months (36 months + a claim period of 3 months).
- b. The Performance Bank Guarantee shall act as a security deposit.
- c. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case an agency is not able to fulfill any and all conditions specified in this RFP or is unable to complete any project within the stipulated time.
- d. The Performance Bank Guarantee shall be discharged by the Bank and shall be returned to the agency after the completion of empanelment.

#### **11. Preparation of Proposal :-**

In preparing their proposal, applicants are expected to examine in detail the documents required as per this RFP and submit their application along with all

documents as mentioned under RFP. Material deficiencies in providing information as requested may result in rejection of a proposal.

While preparing the Proposal, the Applicant must give specific attention to the following:

- ❖ The data should be furnished strictly in accordance with the format specified.
- ❖ All monetary numbers should be mentioned in Indian Rupees.
- ❖ Denomination in INR Lakhs is preferred for large numbers.
- ❖ Annual numbers for Indian operations should be for Fiscal Year ending March 31'2021 unless otherwise specified.
- ❖ All enclosures and documents required as per RFP are to be submitted as enclosures.

Submission of the data in the wrong type of formats will result in the Proposal being deemed non-responsive.

The selected agencies must adhere to the terms and conditions of this RFP document.

## **12. Late Proposals :-**

- a. Proposals received after the due date and the specified time for any reason whatsoever shall not be entertained and shall be returned unopened.
- b. The proposals submitted by post/fax/telex/telegram shall not be considered. No correspondence will be entertained on this matter.
- c. UCO Bank shall not be responsible for any delay in submission of proposals. No further correspondence will be entertained in this matter.
- d. UCO Bank reserves the right to modify and amend any of the above stipulated conditions or criterion depending upon project priorities vis-à-vis urgent commitments.

## **13. Rejection of Proposals:-**

The Proposal is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.

- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for proposal submission.
- d. Incomplete proposals, including non-submission or non-furnishing of requisite documents / Conditional Proposals/ deviation of terms & conditions or scope of work/ incorrect information in proposals / proposals not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- e. Applicant should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the proposal.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The applicant submits incomplete proposals, including non-submission or non furnishing of requisite documents / Conditional Proposals / Proposals not conforming to the terms and conditions stipulated in this Request for Proposal (RFP).
- h. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – IA.

#### **14. Schedule of Pre-Bid Meeting, Technical and Financial Bid:-**

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Most Important Dates for Applicants sheet by e-mail to [hocc.calcutta@ucobank.co.in](mailto:hocc.calcutta@ucobank.co.in) in .doc/.pdf format only. It may be noted that no query from any applicant shall be entertained or received after the specified date. Queries raised by the prospective applicants and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Only authorized representatives of applicant will be allowed to attend the Pre-bid meeting.

- 1) **Pre-Bid Meeting:** 17.01.2022; Monday. The meeting will be conducted virtually. Link will be shared in due course.
- 2) **Evaluation of :**
  - a) Technical Bid/Eligibility– 28.01.2022; 11:30 a.m.

#### **15. Modification and Withdrawal of Applications:-**

No application can be modified by the applicant subsequent to the closing date and time for submission of applications.

## **16. Information provided:-**

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

## **17. Clarification of offer:-**

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all applicants for clarification of their offer/bid documents. 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 applicant.

## **18. UCO Bank's Right to Modification/Revision of RFP:-**

UCO Bank reserves the right to:-

- a. Cancel or Modify any terms, conditions and specifications of the RFP by publishing a notice to such effect on website of UCO Bank.
- b. Obtain revised proposals from the applicants with regard to modifications/changes in RFP. Place repeat orders.
- c. Issue the amendments to the RFP at any time, prior to the deadline for the submission of applications. From the date of issue, amendments to RFP Document shall be deemed to form an integral part of the RFP Document.
- d. Any decision of the Bank in this regard shall be final, conclusive and binding on the applicant.

## **19. Issue of Corrigendum:-**

At any time prior to the last date of receipt of applications, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **20. Errors and Omissions:-**

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

## **21. Disclaimer:-**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

## **22. Costs borne by Respondents:**

All costs and expenses incurred by Recipients / Respondents 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 Bank, will be borne entirely and exclusively by the Recipient / Respondent.

## **23. 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 thereof to any of the participating applicants.

## **24. No Legal Relationship:-**

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

## **25. Acceptance of Terms:-**

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

## **26. Address of Communication:-**

Application should be addressed to the address given in bid control sheet.

## **27. For Respondent Only:-**

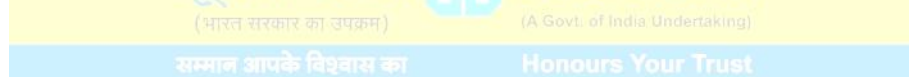
The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

## **28. 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.

## **29. Erasures or Alterations:-**

The application 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 initialled / authenticated by the person/(s) signing the Bid.



## **30. Language of Bids:-**

The application as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

## **31. Corrupt and Fraudulent Practices:-**

As per Central Vigilance Commission (CVC) directives, it is required that Applicants / 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 applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

### **32. Non-Transferable Offer:-**

This Request for Proposal (RFP) is not transferable. Only the applicant 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. There will not be any type of outsourcing.

The applicant should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his application would be liable for rejection for any violation of the above.

### **33. Period of Validity of Application:-**

Applications shall remain valid for 180 (One hundred eighty) days after the date of application opening prescribed by BANK. BANK holds the rights to reject an application valid for a period shorter than the above time frame, without any correspondence. In exceptional circumstances, BANK may solicit the applicant's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the applicant should be unconditional and irrevocable. The Application Security, if any, provided shall also be suitably extended. As applicant acceding to the request will neither be required nor be permitted to modify its application. An applicant may refuse the request without forfeiting its application security. In any case the application security of the applicants will be returned after completion of the process.

### **34. No Commitment to accept any Application:**

UCO Bank shall be under no obligation to accept the lowest 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. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any applicant, and or to listen to any representations.

### **35. Authorized Signatory:-**

The selected applicant shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The selected applicant shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the applicant to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The applicant shall provide proof of signature identification for the above purposes as required by Bank.

### **36. Verification:-**

UCO Bank reserves the right to verify any or all statements made by the applicant in the application document and to inspect the applicant's facilities, if necessary, to establish to its satisfaction about the applicant's capacity to perform the job.

### **37. Adoption of Integrity Pact:**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective applicants / applicants / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the applicants along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all applicants with equity and reason.
- c. Promise on the part of applicants not to offer any benefit to the employees of the Principal not available legally.

- d. Applicants not to enter into any undisclosed agreement or understanding with other applicants with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Applicants not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign applicants to disclose the name and address of agents and representatives in India and Indian Applicants to disclose their foreign principals or associates.
- g. Applicants to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the applicants and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure –IA for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

**I) Smt. Jaya Das Gupta**  
**Plot – 103, Block – B,**  
**Lake Town, Kolkata – 7000089**  
**email: [jayadasgupta58@gmail.com](mailto:jayadasgupta58@gmail.com)**

**II) Shri Ranjan S Katoch**  
**A-91, Alkapuri,**  
**Bhopal, MP- 462022**  
**email: [rkatoch@nic.in](mailto:rkatoch@nic.in)**

**All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with the concerned Department along with the Technical Bid as directed.**

### **38. Preliminary Scrutiny:-**

Bank will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

Bank may, at its sole discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all a

### **39. Signing of Contract:-**

The selected applicant(s) shall be required to enter into a Service Level Agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the RFP and the acceptance thereof, with terms and conditions contained in a SLA to be signed at the time of execution of the Form of Contract.<sup>(king)</sup>

सम्मान आपके विश्वास का

Honours Your Trust

The selected bidder will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

### **40. Blacklisting:-**

#### **GROUND FOR DISQUALIFICATION & BLACKLISTING**

**(A)** Notwithstanding anything contained in this document, any Bidder/selected Applicant shall be disqualified when –

i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;

ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of

the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;

iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;

ii) Any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;

iii) Unauthorized use of one's name or using the name of another for purpose of bidding;

iv) Breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;

v) Withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;

vi) Refusal or failure to furnish the required performance security within the prescribed time frame;

vii) Refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;

**viii)** That may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;

**ix)** Lack of integrity or honesty or fraud, bribery, collusion or conspiracy;

**x)** Failure by the Bidder/Applicant, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.;;

**xi)** Failure by the Bidder/Applicant to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:

a. Employment of competent technical personal, competent engineers and/or work supervisors;

b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

d. Deployment of committed equipment, facilities, support staff and manpower; and

e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

**xii)** Assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

**xiii)** For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;

**xiv)** For the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,

**xv)** For the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

**(C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

**(D)** The Bank will have the discretion to disqualify the Bidder/Applicant and/or initiate the process for blacklisting the Bidder/Applicant and may also entail forfeiture of performance security furnished by the Bidder/Applicant.

#### **41. Contract Period:**

The period of contract will be initially for a period of 3 (Three) years from the date of signing of the Agreement, unless and until terminated earlier by the Bank for its own convenience by giving 30 (Thirty) days notice in writing to the Applicant without assigning any reason(s) and without any cost(s) or compensation thereof.

The Bank reserves the right to extend/renew this Agreement/Contract for a further period at its sole discretion and on the same terms and conditions. However, the Bank is not under any obligation to extend/renew the period of this Agreement/Contract.

The performance of the applicant shall be reviewed Quarterly. If the performance of the Applicant is found not in consonance with the terms of this Agreement/Contract, Bank may terminate the Agreement/Contract at its sole discretion by giving 30 (Thirty) days' notice in writing to the Applicant without assigning any reason(s) and

without any cost(s) or compensation thereof and also without prejudice to the Bank's right(s) and contention(s) available under the RFP and any other law(s) for the time being in force.

#### **42. Confidentiality and Secrecy:-**

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

- To maintain and use the Information only for the purposes of the said Agreement/Contract 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.
- The Applicant acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this said Agreement/Contract or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The Applicant shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest- The Applicant shall disclose to the bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Applicant or the Applicant's team) in the course of



performing the Service(s) as soon as practical after it becomes aware of that conflict..

The Applicant is required to execute a Non-Disclosure Agreement to the Bank as per the format provided by the Bank within 15 days from the date of LOI/PO and/or before or at the time of execution of the said Agreement/Contract (Strike-out whichever is not applicable).

#### **43. Force Majeure:-**

Force Majeure is herein defined as any cause, which is beyond the control of the Applicant or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemic,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area etc.

The Applicant/sub-contractor shall not be held liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the said Agreement/Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Applicant/sub-contractor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within a period of fifteen (15) calendar days.

Unless otherwise directed by UCO Bank in writing, the Applicant shall continue to perform its obligations under the said Agreement/Contract, as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by any Force Majeure event. In such a case, the time for performance shall be extended by the Bank for a period(s) not less than the duration of such delay.

If the duration of delay continues beyond a period of one month, UCO Bank and the Applicant shall hold consultations with each other to make an endeavor to find a solution to the problem. Notwithstanding the above, the decision of UCO Bank shall be final and binding upon the Applicant.

#### **44. Indemnity:-**

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_, We the Applicant herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that may be instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Level Agreement dated \_\_\_\_\_;

We the Applicant further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Applicant:

- a) material breach of any of the terms of the RFP/SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Level Agreement;
- b) infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Level Agreement;
- c) for any loss or damage caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Applicant/Applicant's employees, representatives, agents and/or associates, sub-contractors;

d) non-compliance of the Applicant with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Level Agreement;

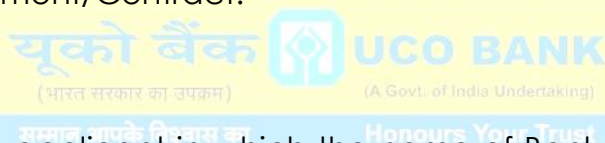
e) Negligence or gross misconduct attributable to the Applicant, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Level Agreement and we shall continue to be liable under the indemnities.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the aforesaid Agreement/Contract.

#### **45. Publicity:-**



Any publicity by the applicant in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The applicant shall not make or allow making a public announcement or media release about any aspect of the contract unless Bank first gives the applicant its prior written consent.

#### **46. Dispute Resolution Mechanism:-**

The Applicant 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 in writing 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 Shri S.K.Sankhyan, General Manager, Corporate Communications Department and the Authorised Official of the Applicant. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

- c. In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 30 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.
- d. 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 45 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 the Contract/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.
- e. The Applicant shall not be entitled to suspend the Service/s, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

#### **47. Termination:-**

The Bank reserves its right to cancel the contract by giving a prior written notice of 30 days to the selected applicant in the event of, but not limited to, one or more of the following situations:

- a. Unnecessary or unwarranted delay in execution of the work allotted.
- b. Breach of trust is noticed during any stage of the publicity assignment.
- c. The selected applicant commits a breach of any of the terms and conditions of the empanelment.
- d. The selected applicant goes in to liquidation voluntarily or otherwise.
- e. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- f. If it is found at any stage that the applicant has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- g. The Bank reserves the right to recover any dues payable by the selected applicant from any amount outstanding to the credit of the selected applicant, including the pending bills and security deposit, if any, under this contract or any other contract.

In addition to the cancellation of the contract, the Bank reserves the right to appropriate the damages from the Performance Bank Guarantee and/or any amount of the applicant lying with the Bank and/or any unpaid bill of the applicant.



#### **48. Consequences of Termination:-**

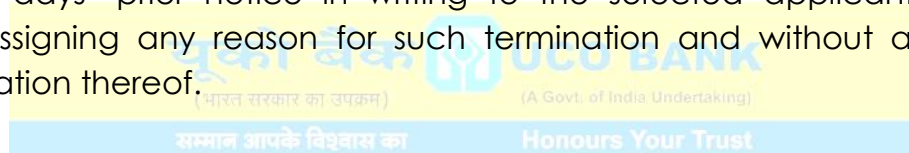
- a. In the event of termination of the contract due to any cause whatsoever, [whether consequent upon the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services which the applicant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor applicant to take over the obligations of the erstwhile applicant in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the contract is due to the expiry of the term of the contract, a decision not to grant any (further) extension by BANK, the applicant herein shall be obliged to provide all such assistance to the next successor applicant or any other person as may be required and as BANK may specify including training, where the successor(s) is a

representative/personnel of 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.

- c. Nothing herein shall restrict the right of BANK to encash the Demand Draft towards Earnest Money Deposit (EMD), enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- d. 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.

#### **49. Termination For Convenience:-**

The Bank reserves its rights to terminate the contract at its own convenience by giving 30 days' prior notice in writing to the selected applicant/company without assigning any reason for such termination and without any cost or compensation thereof.



#### **50. Termination For Insolvency:-**

The Bank may at any time terminate the said Agreement/Contract by giving a written notice of 30 (Thirty) days to the applicant, if the Applicant becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Applicant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **51. Termination for Default:-**

The Bank, without prejudice to any other remedy for breach of the said Agreement/Contract, by written notice of 30 (Thirty) days (both in words and figures) of default sent to the Applicant, may terminate this said Agreement/Contract in whole or in part, if the Applicant fails to perform any obligation(s) under the said Agreement/Contract.

## **52. Compliance Confirmation:-**

The Applicant must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

## **53. Governing Laws And Jurisdiction :-**

This contract shall be governed by and construed in accordance with the laws of India for the time being in force 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 in Kolkata.

## **54. Non-Disclosure:-**

By virtue of RFP process and its implementation thereof, the applicant may have access to the confidential information and data of the Bank and its customers.

- a. That the applicant will treat the confidential information as confidential and shall not disclose to any third party. The applicant will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.
- b. That the applicant will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the applicant will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the applicant shall use reasonable efforts to advise the Bank immediately in the event that the applicant learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the applicant, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That the applicant will strictly maintain the secrecy of Bank's data.

## **55. Notices :-**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have

been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

**56. Signing of the Bid:-**

The application shall be signed by a person or persons duly authorized by the applicant with signature duly attested. In the case of a body corporate, the application shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**57. Sub-Contracting:-**

The applicant will not sub-contract or delegate or permit anyone other than the applicant's personnel to perform any of the work, service or other performance required of the Applicant under this agreement without the prior written consent of the Bank and the Bank's decision in this regard will be final and acceptable to the applicant.

**58. Independent Service Provider:-**

- a. The selected agency and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a nonexclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected agency acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.
- b. The selected agency's personnel, employees, sub-contractors of the applicant etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected applicant shall be employed solely by the applicant and governed by terms of the applicant's employment and the selected applicant shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected applicant.

- c. The selected applicant shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected applicant shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected applicant shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the applicant at UCO Bank establishments / sites 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 aforesaid tender.
- d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company 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 your employees, agents, contractors, subcontractors etc. However, the applicant selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

#### **59. Notification of Award:-**

The finalization & selection of a tender, subject to eligibility compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the applicant in the tender response. Any change of address of the Applicant, should therefore be promptly notified to UCO Bank, Corporate Communication Department, Head Office, 2<sup>nd</sup> Floor, 10, B.T.M.Sarani, Kolkata-700001. The written offer of contract/ order issued to the successful applicant would need to be accepted by the applicant in writing within 7 days from the date of issue of the offer.

#### **60. Confidentiality of the Application Document:-**

The applicant, irrespective of his/her participation in the application process, shall treat the details of the documents as secret and confidential.

#### **61. Ownership and Retention of Documents:-**

- a. Bank shall own the documents, prepared by or for the selected applicant 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 Bank, the company shall deliver to Bank all documents provided by or originating from Bank/ Purchaser and all documents produced by or from or for the Company in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost.
- c. The selected applicant shall not, without the prior written consent of Bank/ Purchaser store, copy, distribute or retain any such documents.
- d. The selected applicant shall preserve all documents provided by or originating from Bank/ Purchaser and all documents produced by or from or for the Company in the course of performing the service(s) in accordance with the legal, statutory, regulatory obligations of UCO Bank/Purchaser in this regard.

#### **62. Bank Reserves the Right to the Following:**

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation thereof, to:

- a. Reject any or all proposals received in response to the RFP
- b. Reject the proposals received in response to the RFP containing any deviation.
- c. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d. Extend the time for submission of proposal.
- e. Modify the RFP document, by an amendment that would be notified on the Bank's website.

### **63. Other Instructions:-**

- a. The Applicant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- b. The Applicant selected for the assignment should treat all data as confidential and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- c. The proposal should be submitted strictly in the formats provided in this RFP document.
- d. The proposal should be free of overwriting/ corrections / alterations.
- e. All bids and supporting documentation shall be submitted in English only.
- f. The Bank will not return the bids/responses to the RFP received. The information provided by the applicant/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

### **64. Compliance with Applicable Laws of India:-**

The Applicant shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator/sub-contractor deployed by the Applicant for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESIC facility standard and Labour Laws including but not limited to Contract Labour.

This indemnification is only a remedy for the Bank. The Applicant is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall

exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The Applicant confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of said Agreement/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulations/RBI Guidelines etc., and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Applicant.

#### **65. Conflict of Interest:-**

The Bank requires that the Applicant provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/Job(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from the Bank.

The Applicant have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be

perceived as having this effect. If the Applicant fails to disclose the said situations and if Bank comes to know about any such situation at any time, it may lead to the termination of its Contract during execution of the said assignment.

#### **66. No Right to Set-off:-**

In case the Applicant has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available to the Applicant under this arrangement with the Bank for any payments receivable under and in accordance with that business.

#### **67. Violation of Terms:-**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Applicant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement/Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **68. Non-Assignment:-**

The Applicant agrees that the Applicant shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Applicant's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Applicant under this Agreement/Contract.

#### **69. Non- Solicitation:-**

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees

who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

#### **70. Waiver:-**

Any terms or conditions of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorised Officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfilment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

No failure or delay on the part of either Party in exercising any power, right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

#### **71. Severability:-**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the Applicable Law, and if the rights or obligations, under this Agreement, of the Parties will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part thereof; and (c) the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

#### **72. No Joint Venture:-**

This Agreement/Contract is entered into on principal-to-principal basis. Nothing contained in this Agreement/Contract will be construed as creating a joint

venture, partnership or employment relationship between the Parties hereto, nor will the Party(ies) have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

### **73. Amendment(s) to Service Level Agreement:-**

No variation in or modification of the terms of this Agreement/Contract shall be made except by written mutual consent signed by both the Parties i.e. the Applicant and Bank. The Applicant, however, agrees it shall be bound to amend the Contract, if so required by Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/ modification etc., in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/ imposed by RBI or any regulatory authority or Government of India.

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**PARTICULARS OF ADVERTISING AGENCIES – (To be submitted by advertising agencies on their letter heads)**

**General Manager,  
Corporate Communication Department,  
2<sup>nd</sup> Floor, UCO Bank, Head Office,  
10, BTM Sarani, Kolkata-700 001.**

Dear Sir/Madam,

We hereby offer to submit our application as per RFP Notice no. \_\_\_\_\_  
\_\_\_\_\_ for “Empanelment of Advertising Agencies 2021”. We  
unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand  
Draft / Pay order of Rs. Rs. 20,000.00/- (Rupees Twenty Thousands Only) + 18%  
tax (i.e. Rs. 3,600.00) towards application fee in favour of UCO Bank payable at  
Kolkata.

Our brief profile is as under:



Sr.	समृद्धि बैंक Particulars	Honours	Your Trust	Details/Remarks
1	Name and contact details of Head Office Agency			
2	Contact and address details of Agency In Kolkata			
3	Contact and address details of Agency other offices, if any			
4	Legal status of Agency (Proprietor/Partnership/Private Ltd./Public Ltd.) Proof to be attached			
5	Year of establishment			
6	Accreditation details			
7	Name of Managing Director, Directors, top management / key personnel			
8	Contact details of officials proposed for handling UCO Bank account (separate sheet may be enclosed with Bio-data and other details)			

9	List of clients presently serving. [A comprehensive list of important clients, including those of PSU/ Government Client (Certificates / Testimonials to be enclosed)]	
10	List of Banks served in last 3 years (Certificates / Testimonials to be enclosed)	
11	Have you served UCO Bank recently or in the past, if so, please attach suitable proof.	
12	Details of awards in print media / visuals from the reputed publications like ASCI etc . (attach copies of certificates).	
13	Why do you think that you are suitable for empanelment with UCO Bank	
14	<p>Infrastructure facility available with the agencies.</p> <ul style="list-style-type: none"> <li>• Are you a full service agency or limited service agency?</li> <li>• No of persons working</li> <li>• Whether manufacturing facility of cones exist? If yes, location of factory.</li> <li>• Whether dedicated maintenance team exist for traffic cones?</li> <li>• Any other points to mention</li> </ul>	
15	Financial details Total Billing for the past three years (Attached certified copy of Audited Balance sheet, P& L A/c and Income Statement)	
16	PAN of the Agency	
17	GST of the Agency (Attach Copy)	
18	Tan No. (Attach Copy)	
19	Principal Banker & their Address	
20	Banker's Cheque/ DD Detail	
21	Any other information that the agency would like to submit	If needed, the agency can use separate sheets explaining these points

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as UCO Bank to avoid clash of interests and maintenance of secrecy.

In case at any stage, it is found that the information given by me/us is false/incorrect, UCO Bank shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

**(Signature of the Authorized person)**\_\_\_\_\_

**Full name of the Authorized person:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the firm and date**



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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its Corporate Communication Department, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to empanel advertising agencies hereinafter referred to as Services.

And

M/s.....represented by.....Authorized signatory, (which term, unless expressly indicated by the Agreement, shall be deemed to include its successors and its assignee), hereinafter referred to as the Applicant/Seller and the second party, is willing to offer/has offered the services.



2. Whereas the Applicant/Seller is a private company/public company/partnership/proprietorship/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Applicant/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to invite applications from Advertising Agencies for empanelment with the Bank, subject to fulfilling eligibility criteria stipulated in the RFP, for carrying out work related to print, electronic, digital media and other works which are part parcel of advertisement or incidental thereto and the Applicant /Seller is one amongst several applicants /Proprietary Applicant /Customer Nominated Source/Licenser who has indicated a desire to bid/supply/participate in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Applicant (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

**4.1** The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a Agreement demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Applicant(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Applicant (s) /Seller(s) the same information and will not provide to any Applicants(s) /Seller(s) confidential /additional information through which the Applicant(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### **5. Commitments of the Applicant(s) /Seller(s):**

**5.1** The Applicant(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Applicant(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the Agreement or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

(ii) The Applicant(s) /Seller(s) will not enter with other Applicants / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The applicant(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Applicant(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

**5.2** The Applicant(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Applicant /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub- contractor(s).

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

#### **5.4 Agents / Agency Commission**

The Applicant /Seller confirms and declares to the Buyer that the applicant/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Applicant; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Applicant agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Applicant has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration

to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Applicant will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Applicant who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Applicant along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign applicants) and Base Rate of SBI (State Bank of India) plus 2% (for Indian applicants). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

**6.1** The Applicant /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Applicant's /Seller's exclusion from the tender process.

**6.2** If the Applicant /Seller makes incorrect statement on this subject, Applicant /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Applicants /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

**8.1** If the Applicant(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Applicant(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Applicant /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Applicant /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the Agreement, if already signed /awarded without any liability on the Buyer to compensate the Applicant /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Applicant/Seller for supplies affected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Applicant /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Applicant /Seller or of an employee or representative or an associate of Applicant /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

**9.1** If the Buyer has disqualified the Applicant(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

**9.2** If the Buyer has terminated the Agreement according to Clause 8, or if the Buyer is entitled to terminate the Agreement according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Applicant / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Independent External Monitor(s)**

**10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

**10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent

External Monitors.

- 10.3** The Applicant(s)/Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

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

(A Govt. of India Undertaking)

सम्मान आपके विश्वास का

Honours Your Trust

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

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid;

the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### **14. Other Provisions**

**14.1** Changes and supplements need to be made in writing. Side agreements have not been made.

**14.2** The Applicants (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

**14.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

**14.4** Nothing contained in this Integrity Pact shall be deemed to assure the applicant / Seller of any success or otherwise in the tendering process.

**15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

**16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**17.** The Parties here by sign this Integrity Pact.

<b>BANK/BUYER</b>	<b>APPLICANT</b>
Signature :	Signature :
Name :	Name :
Designation:	Designation:
UCO Bank	Name of Org.
Office Seal	Office Seal
Place :	Place :
Date:	Date:
<b>Witness</b>	<b>Witness</b>
Signature :	Signature :

Name & Address:	Name & Address:
Signature :	Signature :
Name & Address:	Name & Address:



(On the letterhead of the Agency duly stamped and signed)

Date: .....

**DECLARATION-CUM-CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that our agency does not owe any money to any civic authority/Govt. department/PSU organisation/ Banks/RBI/IBA/any other Corporate/any regulatory authority on account of advertisement fee for more than 90 days and our Agency has not been blacklisted by any Central/State Government/Public Sector Undertakings/Banks/RBI/IBA/any other Corporate/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION

### Annexure III

(On letterhead of the Issuing Organisation duly stamped and signed)

Date:

#### TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s..... is our empanelled advertising agency for more than ..... Years.

The performance of the agency is satisfactory during their tenure with us.

(AUTHORISED SIGNATORY)



NAME:

DESIGNATION:

(On letterhead of the Bank/Company duly stamped and signed)

Date: .....

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s.....  
has satisfactorily completed the ..... Media  
campaign of our bank/company during the period from ..... To  
.....

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION:



Undertaking Letter on the applicant's letterhead for Central Minimum  
Wages Act & Labour Laws

**To,**  
**General Manager**  
**Corporate Communication Department**  
**UCO Bank, Head Office**  
**2<sup>nd</sup> Floor, 10, B.T.M. Sarani**  
**Kolkata- 700001.**

Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages:**

Ref: RFP for Empanelment of Advertisement Agencies - 2021 (RFP ref No. UCO/CC/RFP/03/2021-22 Date: .....)

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

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the applicant for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for noncompliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages /Salary stipulated by government in the Act by your company.

Yours faithfully,

**Authorised Signatory**

**Designation**

**Seal**

**Place:**

**Date:**



**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. .... dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request for Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only). We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.



5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.

7. We, ..... [Indicate the name of Bank ISSUING THE GUARANTEE ] lastly undertake not to revoke this guarantee during its currency

except with the previous consent of UCO BANK in writing. Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.

b. This Bank Guarantee shall be valid up to .....and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for..... [Indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official



NOTE: 1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

3. Original stamped PBG is to be submitted by the selected vendor. Copy of the annexure on letterhead of the bidder company is to be submitted with technical bid.

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