



**Request for Proposal (RFP)
for
Implementation of Risk Mitigation and Business
Augmentation Solutions in tie-up with Credit
Information Companies**

Reference Number : UCO/RBD/RFP/01/2019-20

Dated : 09/10/2019

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

This document is prepared by UCO Bank for Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies. It should not be reused or copied or used either partially or fully in any form.

**UCO BANK
HEAD OFFICE: 10, B T M Sarani, Kolkata – 700 001
(State - West Bengal)**

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Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for Bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly Authorized officials of UCO Bank and the Bidder.



REQUEST FOR PROPOSAL (RFP)

Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies

Important dates for Bidders

Sl. No.	Subject	Date/Time
1.	RFP Reference Number and Date	UCO/ RBD/RFP/01/ 2019-20 dated 09/10/2019
2.	Purpose	Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies
3.	Date & Time for seeking Written clarification to RFP	15/10/2019 by 04.00 PM
4.	Date by when Bank will respond to the clarifications sought by Bidders	21/10/2019
5.	Date & Time for Bidders to submit response to RFP	30/10/2019 by 04.00 PM
6.	Date & Time of Opening of Bid	31/10/2019 at 11.30 AM
7.	Address for submission of Bid & Place of Opening of Bids	General Manager Retail Banking and MSME Department 2 nd Floor, UCO Bank, Head Office 10, B T M Sarani, Kolkata – 700 001
8.	Website address	www.ucobank.com
9.	E-mail address	horetail.calcutta@ucobank.co.in

Note: Bids will be opened in presence of Bidders' representatives (maximum two representatives per Bidder) who choose to attend. In case the specified date of submission and 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 Retail Banking and MSME Department, Head Office. 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 receipt of bids prescribed as mentioned above, will not be accepted by 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 and time for submission of Bids. No Bidder shall be allowed to withdraw the Bid.



A. Introduction

UCO Bank is one of the leading Public Sector Bank having Pan India presence. The Bank was nationalized on 19th July, 1969. Government of India hold majority stake of its capital. UCO Bank, hereinafter referred to as "Bank" has its Head Office at 10, B T M Sarani, Kolkata – 700 001 and was founded by Late G D Birla, the doyen of Indian Industry in January 1943.

Bank has a sizeable customer base along with 42 Zonal Offices and 3086 branches in India and 2 overseas branches as on 31.03.2019. The Bank network is spread across all States and Union Territories comprising 1075 Rural, 820 Semi Urban, 604 Urban and 587 Metro Branches. All 3086 branches in India are networked on the Core Banking Platform and spread across major centers of the country.

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

UCO Bank at present has membership agreements with all four Credit Information Companies which have been granted certificate of Registration by Reserve Bank of India. Further, presently, Bank also has arrangements with CRIF High Mark Credit Information Services Private Limited and Credit Information Bureau (India) Limited for providing Consumer and Commercial Credit Information Reports.

Bank is exploring the possibility of tying up with Credit Information Companies for services which would enable Bank to identify among others Cross Selling Opportunities, Performance comparison with peer Banks across geographies and Pre-Screen Customers using SMS.

B. Scope of Work

UCO Bank is looking to tie up with Credit Information Companies to mitigate Risk and explore Business opportunities within organization through Cross selling using account review/scrub on existing customer base and external growth opportunities using market insight reports. Further, with an aim to assist Field Functionaries in better Borrower selection, Bank is looking to tie up with Credit Information Companies for a solution to pre-screen customers. Scope of work for the required Products/Solutions is as under:

SL No	Requirement	Expectation of Bank
1	SMS Based Customer Profiling	<ul style="list-style-type: none"> • Shall allow designated Bank's Staff to pre-screen a customer's eligibility for loans on basis of bureau profile • Shall allow any designated staff member to send customer details from his/her mobile number and get response indicating whether to move ahead with the proposal or not
2	Account review/ Scrub on existing customer base	<ul style="list-style-type: none"> • Shall Provide performance of our Customers with UCO Bank and Other lenders • This should be a soft pull and should not Impact Customers bureau score

		<ul style="list-style-type: none"> • Shall segment customers according to Bank's credit policy and suggest suitable product for these customers • Any other customised output as per requirements of the Bank
3	Market Insights-Dashboard	<ul style="list-style-type: none"> • Identify profitable geographies and sectors for augmenting business up to pin code level • Market Share analysis and Peer Group comparison • Product Performance, Industry Outreach (number of borrowers, number of loans disbursed etc.) • Product based, Geography based, Ticket Size based delinquencies • Vintage of Delinquencies across products, geographies, ticket size etc.

C. Bidder's Eligibility Criteria (Mandatory provisions)

It is mandatory for the potential bidders to ensure that the following eligibility criteria are met with in order to become eligible to participate in the process:

SL No	Pre-Qualification Criteria	Document Required
1	Registered under Credit Information Companies Regulation Act, 2005	Copy of License/Certificate of Registration issued by RBI
2	Integrity Pact	Annexure-I

D. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, unambiguous, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid without assigning any reason and for which UCO Bank shall not be held responsible.

E. Clarification and Amendment to the RFP

Bidder may request a clarification on any clause in the RFP document up to **15/10/2019**. Any request for clarification must be sent in writing by standard electronic means to **horetail.calcutta@ucobank.co.in** and addressing to General Manager, Retail Banking and MSME Department, UCO Bank. Bank will respond to the queries by standard electronic means and if found necessary, will upload the responses on its website as per timelines mentioned earlier.

Should the Bank deem necessary at any time before the date of submission of response to RFP by Bidder, Bank may amend the RFP by issuing an addendum and upload it on Bank's website or communicate the amended RFP directly to Credit Information Companies.

The addendum will be binding on all the bidders. Bank may, if an amendment is substantial, give reasonable time to Bidders and extend the deadline for the submission of Bid.

F. Rejection of Bids

The Bank reserves the right to reject the Bid if,

- Bidder is found not eligible as per eligibility criteria mentioned in the RFP.
- The Bid is incomplete as per the RFP requirements and/or required documents are not furnished.
- Any condition stated by the Bidder is not acceptable to the Bank.
- If the RFP and any of the terms and conditions stipulated in this document are not accepted by the authorized representatives of the Bidder.
- Required information is not submitted as per the format given.
- Any information submitted by the Bidder is found to be untrue/fake/false.
- The Bidder does not provide, within the time specified by the Bank, the supplemental information/clarification sought by the Bank for evaluation of the Bid.
- Any other reason which the Bank may deem appropriate for rejection of the Bid.
- The document does not bear signature and stamp of Authorized person on each page.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- Any other reason which the Bank may deem appropriate for rejection of the Bid.

Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank may abort the entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's such action.

The deadline for submission of the Bid is mentioned in "**Important dates for Bidders**" on **Page 3 of this document**. Bids received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

G. Proposal Validity

All Bids shall be valid for a period of 180 days from the last date of submission i.e. **30/10/2019**. Bank will make its best effort to complete the process within the specified period. However, should the need arise the Bank may request the Bidder to extend the validity period of their Bid. Bidders, who do not agree, have the right to refuse to extend the validity of their Bid. Under such circumstances, Bank shall not consider such Bids for further evaluation.

H. Bid Submission

The last date of submission of Bid is 30/10/2019 before 4:00 p.m. No Bid will be accepted after this date and time.

Bank will not be responsible for any postal delays and submission by way of e-mail is not acceptable. **Bidders are to submit the Bid in hardcopy in original along with one set of photocopy and soft copies of the entire set by means of CD/USB flashdrive. The documents in the CD/USB flashdrive should be in MS Word/MS Excel format only.**

Bids of only those Bidders will be evaluated, who meet the minimum eligibility criteria as specified in the RFP.

Bank may call for any additional information as and when required.

I. Evaluation Process

The evaluation process will be in 3 stages.

Eligibility Bid

Bidder's Eligibility criterion is provided on page no.5 of this Document. Also, Integrity Pact [as required by the Central Vigilance Commission (CVC)] is provided as Annexure-I, page no. 15-18. Eligibility Bid should be complete in all respects and contain all information asked for, in the exact format of eligibility specifications given in the RFP, except the information sought in Technical Bid and should necessarily include the Integrity Pact (as per Annexure-I) on a non-judicial stamp paper of requisite value. Bid shall be rejected if it does not meet the above-mentioned bidder's eligibility criteria and only eligible Bids shall be taken up for further evaluation.

Eligibility Bids has to be duly signed and stamped on each page by the authorised person and sealed in separate envelop mentioning "Eligibility Bid" on top of the envelop.

Technical Bid Evaluation

Technical evaluation of all eligible Bids will be done on the basis of the responses provided in **Annexure-II, Annexure-III and Annexure-IV**.

Technical Bids of only eligible Bidders would be opened. The technical evaluation of the bidder would be done separately for each solution based on the responses provided in Annexure-II, Annexure-III and Annexure-IV. Only Bidders whose response is "Yes" for all the parameters mentioned in a given annexure would be eligible for commercial bid evaluation for that particular solution.

Commercial Bid Evaluation

Commercial evaluation of all eligible Bids that cleared the technical stage will be done on the basis of information sought in **Annexure-V, Annexure-VI and Annexure-VII** respectively.

The L1 bidder will be selected on the basis of the amount quoted for the proposed solution.

Technical and Commercial Bids for each solution should be stamped and signed by the authorised person on each page and sealed in separate envelopes mentioning "Technical Bid of _____Solution" and "Commercial Bid of _____Solution".

Bank reserves the right to accept or reject any application without assigning any reason whatsoever.

In case the successful bidder is not agreeable in executing service level agreement or they impose any conditions not acceptable to Bank or communicate any changes from their stated responses in the RFP or presentation made to Bank which may not be acceptable to Bank, then in such situation Bank in its sole discretion may decide to partner with next ranked bidder.

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 Credit Information Companies and those practices which should not be adopted in the Service Level Agreement to be executed with the selected Bidders.

J. Preparation of Bids (proposals)

In preparing their Proposals, Bidders are expected to examine in detail documents comprising RFP. Material deficiencies in providing information requested may result in rejection of a Proposal. **While preparing Proposal, Bidder must give particular attention to following:**

- Data should be furnished strictly in accordance with format specified.
- All monetary numbers should be in Indian Rupees.
- Denomination in INR Crores is preferred for large numbers.
- Enclosures & documents required as per RFP to be submitted along with application.

Bidder is required to submit Technical Bid in format provided in RFP. Submission of the data in the wrong type of formats will result in the Proposal being deemed non-responsive and would not be considered for further evaluation and be summarily rejected as an ineligible bid.

K. Submission, Receipt and Opening of Bids

The original bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person, who has signed the proposal, must initial to authenticate such corrections. **The Submission letter for the Bidder's proposal should be part of Eligibility Bids and in the format mentioned in Form 1.**

An authorized representative who would be signing Submission letter shall put his/her initial on all pages of original Bid Document with company seal. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. **The signed documents shall be marked 'ORIGINAL'.**

Bid documents along with information/data as per formats mentioned in data sheet must be submitted at same time and followed by the RFP Reference No. and 'Name of the Bidder – Proposal for Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies'. The envelope containing the Technical Bid must contain the original Technical Bid, 1 photocopy of the Technical Bid for each solution, 1 CD/USB Flash Drive containing information in specified electronic format of the technical Bid/Technical Forms. The envelope containing commercial Bid should contain must contain original Commercial Bid, 1 photocopy of Commercial Bid.

The electronic formats should be in MS word and MS excel only. The file should not be write-protected. For each Solution, Technical Bid & CDs/USB Flash Drives and Commercial Bid shall be placed into separate envelopes and sealed. The eligibility bid shall be placed into separate envelop and sealed. Only one eligibility bid would be sufficient for all the solutions. All these envelopes shall be placed inside a COMMON sealed envelope and shall bear the submission address clearly marked as **"UCO Bank – RFP for Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies"**.

Bank shall not be responsible for misplacement, loss or premature opening, if outer envelope is not sealed and/or marked as stipulated above. This circumstance may be case for proposal rejection. All envelopes should be securely sealed & stamped. Bidders who wish to be present at time of opening of bids may send their representatives on notified date & time.

UCO Bank is a Public Sector Bank. Bank and its Officials are bound by guidelines of governance and transparency in the processes. Bank has undertaken RFP process to ensure that there is transparency and fairness in the process of selection of suitable partner, so that Bank gets best

possible support and services from Credit Information Companies to the extent permitted by RBI.

Therefore, from the time Bids are opened to the time Bidder(s) are shortlisted, Bidder(s) should not contact Bank or any Officials of Bank on any matter, except to seek clarifications or respond to queries of Bank in writing or email. Any effort by Bidders to influence Bank in examination, evaluation, ranking of Proposals, and recommendation for award shall result in rejection of Bidders' Proposal. Bank reserves the right to seek any clarifications from Bidders relating to Bid.

L. Costs borne by Respondents

All costs and expenses incurred by Respondents in any way associated with development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, Presentations etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

M. Other Terms and Conditions

(1) Force Majeure:

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

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

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

(2) Confidentiality:

Bank is bound by confidentiality and secrecy with regard to the dealings of all customers, particularly the borrowers. Further the customers/borrowers of the Bank are its valuable assets and any disclosure of information relating to the customers/borrowers can cause irreparable loss and damage to Bank. Selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The selected bidder shall sign a 'Non-disclosure' agreement with Bank. Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. Bank is entitled to be indemnified by the Bidder without any cap for any loss/damage to reputation and/or for any breach of confidentiality. The information referred to shall include but not restricted to any and every information concerning the Bank and its customers/borrowers which Bidder comes to know only on account of his being associated with the Bank through the contract which Bidder otherwise would not have had access to. Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Xerox/Photostat/Electronic or any other means without prior consent of Bank is strictly prohibited.

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

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

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

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO 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.

(3) Legal Relationships

No binding legal relationship will exist between any of the Credit Information Company and the Bank until execution of contractual agreement to the full satisfaction of the Bank.

(4) Service Level Agreement

Upon completion of selection process, the selected Credit Information Company(s) should sign a 'Service Level Agreement' with the Bank.

(5) Period of Tie-up

The tie up between selected Credit Information Company(s) and Bank shall be for a period of 6 months from the date of deployment of services i.e. from the date of signoff given by Bank. After 6 months Bank will review the Service offered and would make decision to terminate or extend the contract. If Bank opts for extension of the contract, the terms including the commercials will remain same as in the Service Level Agreement executed at the time of initial on boarding of Credit information Company(s).

(6) Technology:

The selected Credit Information Company(s) should be technology enabled and should have a dashboard for Market Insights report. Market Insights Dashboard should enable download of reports in PDF and Excel formats. The selected Credit Information Company should have expertise in setting up SMS profiling solution.

(7) Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to Bank and/or the RBI, its Auditors at any time during normal business hours, as often as Bank/RBI deems necessary, to audit, examine and make excerpts or transcripts of all relevant data.

(8) Resolution of disputes

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the Retail Banking and MSME Department of the Bank and the Bidder,

for any disagreement or dispute arising between them under or in connection with the contract.

If the Retail Banking and MSME Department and Bidder Project Director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the Senior Authorized Personnel designated by the Bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the Senior Authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties or the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the Chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and venue of arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

All disputes & controversies between Bank and Bidder shall be subject to exclusive jurisdiction of Courts in City of Kolkata and parties agree to submit themselves to jurisdiction of such Court.

(9) Disclaimer

It shall be the sole responsibility of Credit Information Company to comply with all statutory and regulatory provisions (Including RBI, SEBI and other statutory/Government Authorities) while delivering services mentioned in the RFP.

(10) Vicarious Liability

Selected Bidder shall be the 'Principal Employer' of the employees, agents, contractors, sub-contractors, etc., engaged by selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things whether the same is within the scope of power or outside the scope of power, vested under contract. No right of any employment in Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, sub-contractors, etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, sub-contractors etc., of selected Bidders shall be paid by selected Bidder alone. Bank shall not have any direct or indirect liability or

obligations, to pay any charges claims or wages of any of the selected Bidders' employees, agents, contractors, sub-contractors etc., Selected Bidder shall agree to hold Bank, its successors, assigns and administrator fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to Bank through the action of selected Bidders' employees, agents, contractors, sub-contractors, etc.

(11) 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.

(12) For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued (—the RecipientII or —the RespondentIII) and no other person or organization.

(13) Language of Bids

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

(14) Indemnity

Selected Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable Attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

(15) Termination

If deemed necessary, at any stage, by the Bank, it shall be entitled to terminate the agreement with the selected Bidder at any time by giving 30 days notice in writing to the selected bidder without any recourse to the Bank.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected Bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected Bidder shall have right to terminate only in the event of winding up of the Bank.

Bank may, at any stage, terminate the contract/service level agreement with selected bidder for non-performance/non-fulfillment of the contractual obligations by the selected

bidder and may decide to go the next eligible bidder by giving 30 days notice in writing to the selected bidder without any recourse to the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor 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 Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

(16) Non-Assignment

Neither the subject matter of the agreement nor any right herein shall be transferred, sub-contracted, assigned or delegated to any third party by the selected bidder without prior written consent of the Bank.

(17) 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 than on expiry of seven days from the date of posting.

(18) Publicity

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

(19) Non-Transferable Offer

This Request for Proposal (RFP) is not transferable.

(20) No Commitment to Accept Lowest or Any Offer / Bid

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

(21) Applicable law & Jurisdiction of Court:

The Contract with the Selected Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

(22) Compliance

The products and services offered to the Bank must be in compliance with all laws, regulations & Government guidelines of India. It also not violates any of the provisions of the IT Act in anyway or any other legal provisions relating to such products or services in India.

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

1. Whereas **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 Retail Banking and MSME Department, represented by General Manager/Deputy General Manager hereinafter referred to as 'Bank' and the first party, proposes to enter into a tie up arrangement with one or more Credit Information Company(s) for implementation of Risk Mitigation and Business Augmentation Solutions.

And M/s _____ represented by _____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as The Bidder and the second party, is willing to offer Risk Mitigation and Business Augmentation Solutions.

2. Whereas Bidder is a Private Company/Public Company/Partnership, constituted in accordance with relevant law in the matter and Bank is a Public Sector Undertaking and constituted under the Banking Companies (Acquisition and Transfer Act of 1970 as amended from time to time). Bank and Bidder shall hereinafter be individually referred to as —Party or collectively as the —parties, as context may require.

3. Preamble

Bank has issued RFP under laid down organizational procedures intending to enter into contract/s for Implementation of Risk Mitigation and Business Augmentation Solutions and Bidder is one amongst several bidders who has indicated a desire to bid in such RFP process. Bank values and takes primary responsibility for full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s).

In order to achieve these goals, Bank has appointed Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will **monitor tender process and execution of contract for compliance with principles mentioned below.**

4. Commitments of the Bank

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

- i. No employee of Bank, personally or through family members, will in connection with tender or execution of a contract, demand, take a promise for or accept, for self or 3rd person, any material or immaterial benefit which the person is not legally entitled to.
- ii. Banks will, during RFP process treat all Bidder(s) with equity and reason. Bank will in particular, before and during the RFP process, provide to all Bidders (s) the same information and will not provide to any Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
- iii. Bank will exclude from the process all known prejudiced persons.

4.2 If Bank obtains information on conduct of any of its employees which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, Bank will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of Bidder(s)

Bidder(s) commit themselves to take all necessary measures to prevent corruption. They commit themselves to observe following principles during participation in the RFP process and during contract execution.

- i. Bidder(s) will not, directly or through any other persons or firm, offer, promise or give to any of Bank's employees involved in RFP process or execution of contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during RFP process or during execution of contract.
- ii. Bidder(s) will not enter with other Bidders 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 bidding process.
- iii. Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further, Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by Bank as part of business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- iv. Bidder(s) shall furnish name and address of foreign principals or associates, if any.
- v. Bidder(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- vi. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- vii. Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

6. Agents/Agency Commission

Bidder confirms and declares to the Bank the bidder/Seller is the original manufacturer/authorized distributor/ stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender/Offer/Contract/ Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Bank or any of its functionaries, whether officially or unofficially, to award the tender/contract to Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to satisfaction of Bank that the present declaration is in anyway incorrect or if at a later stage it is discovered by Bank that Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, Bidder will be liable to refund that amount to Bank. Bidder will also be debarred from participating in any RFP/Tender for new projects/programs with Bank for a minimum period of five years. The Bank will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement of compensation to Bidder who shall in such event be liable to refund agency commission payments to the Bank made by the Bidder along with interest at the rate of 2% per annum above Base Rate of SBI (State Bank of India). The Bank will also have the right to recover any such amount from any contracts concluded earlier or later with Bank.

7. Previous Transgression

7.1 Bidder declares that no previous transgressions have occurred in last five years from date of signing of this Integrity Pact with any other company in any country conforming to anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's exclusion from RFP process.

7.2 If Bidder makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on Bank.

8. Company Code of Conduct

Bidder(s) are also advised to have a company code of conduct (clearly rejecting use of bribes and other unethical behavior) and a compliance program for implementation of code of conduct throughout the company.

9. Sanctions for Violation

9.1 If Bidder(s), before award or during execution has committed a transgression through a violation of Clause 5 or in any other form such as to put his reliability or credibility in question, Bank is entitled to disqualify Bidder(s) from RFP process or take action as per procedure mentioned herein below:

- a) To disqualify Bidder from RFP process and exclusion from future contracts.
- b) To debar Bidder from entering into any bid from Bank for a period of five years.
- c) To immediately cancel contract, if already signed /awarded without any liability on Bank to compensate Bidder for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

9.2 If Bank obtains Knowledge of conduct of Bidder or of an employee or representative or an associate of Bidder which constitutes corruption, or if Bank has substantive suspicion in this regard, Bank will inform to its Chief Vigilance Officer.

10. Independent External Monitor(s)

10.1 Bank has appointed independent External Monitors for Integrity Pact in consultation with Central Vigilance Commission. The Names and Addresses of Monitors are given below:

1. Shri S. R. Raman

1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
e-mail:- raman1952@gmail.com

2. Ms. Vijayalakshmi R. Iyer

Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
e-mail:- vriyer1955@gmail.com

10.2 As soon as integrity Pact is signed, the Bank shall provide a copy thereof, along with a brief background of the case to Independent External Monitors.

10.3 Bidder(s) if they deem it necessary may furnish any information as relevant to their bid to Independent External Monitors.

10.4 If any complaint with regard to violation of IP is received by Bank in an RFP process, Bank shall refer the complaint to Independent External Monitors for their comments/enquiry.

10.5 If Independent External Monitors need to peruse records of the Bank in connection with the complaint sent to them by Bank, Bank shall make arrangement for such perusal of records by independent External Monitors.

10.6 The report of enquiry, if any, made by 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

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 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 Bidders (s)/Sellers(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until 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 Bidder 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 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.

BANK

Signature:

Authorized Signatory

UCO Bank, Head Office

Retail Banking and MSME Department

Place:

Date :

Witness 1:

(Name & Address)

BIDDER

Signature:

Authorized Signatory (*)

Witness 1:

(Name & Address)

**Undertaking by Bidder
(To be submitted on Company Letter head)**

Date:

To:
General Manager
Retail Banking and MSME Department
UCO Bank, Head Office,
10, B T M Sarani, Kolkata – 700 001
(State - West Bengal)

Dear Sir

Sub: RFP for proposed Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies

1. We, the undersigned are duly authorized to represent and act on behalf of [insert] ("**Bidder**") in terms of the enclosed Board Resolution at Schedule 1.
2. Having reviewed and fully understood all information provided in the Request for Proposal Document dated [insert] ("**RFP**") issued by Bank, [Bidder] is hereby submitting the Bid. As required we are enclosing the following:
 - a. Bid as per RFP.
 - b. Other details and supporting documents (as applicable) in response to the requirements outlined in the RFP.
3. Our Bid is unconditional, valid and open for acceptance by UCO Bank up till 180 days from the last date of submission of RFP. We undertake that we shall make available to Bank, any additional information/clarification it may find necessary or require to supplement or authenticate the Bid.
4. We hereby agree, undertake and declare as under:
 - a) We have examined the RFP document and have no reservations with respect to the same.
 - b) Our Bid is, in all respects, compliant with the requirements of the RFP. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects.
 - c) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby agree and undertake to keep this Bid valid and open for acceptance without unilaterally varying or amending its terms for the period, including any extended period, as specified in accordance with the RFP.
 - d) We declare that in the event that UCO Bank discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.
 - e) We undertake that in case due to any change in facts or circumstances or applicable law during the Bidding process, we are disqualified in terms of the RFP, we shall intimate UCO Bank of the same immediately.
 - f) We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bid process and have not been blacklisted by any Nationalized Bank or regulatory authority in the past five years.
 - g) We confirm that UCO Bank and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our employees and clients regarding any financial and technical aspects.

5. This letter will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by UCO Bank to verify statements and information provided in this Bid, or with regard to our resources, experience, and competence.
6. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by UCO Bank in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.
7. This letter also serves an authority to UCO Bank to furnish any information related to the Bidder in relation to the proposed Tie Up Arrangement to any Regulatory/Statutory Authority in India to which the Bank & its proposed Tie Up Arrangement is subjected to.
8. We understand that:
 - a. All information submitted under this Bid shall remain binding upon us.
 - b. Bank may in their absolute discretion reject or accept any Bid.
9. We acknowledge the Right of UCO Bank to reject our Bid without assigning any reason for the Proposed Tie-up and reject all Proposals, otherwise and hereby waive our right to challenge the same on any account whatsoever.
10. UCO Bank is not bound to accept any Bid that it may receive pursuant to RFP.
11. We acknowledge that UCO Bank will be relying on information provided in the Bid and the Documents accompanying such Bid for selection of Bidders and we declare that all statements made by us and all information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.
12. We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by UCO Bank from time to time at its sole discretion.
13. This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Kolkata, India, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.
14. All the terms used herein but not defined, shall have the meaning as ascribed thereto under the RFP.

We certify that we are complying with the guidelines laid down in Credit Information Companies Regulation Act, 2005 and Credit Information Companies Regulations, 2006 and amendments thereof and any other guidelines issued by RBI/GOI from time to time.

Name of the Bidder :-

Signature of the Authorized Person

Name of the Authorized Person

Company Rubber Stamp/Seal

Solution: SMS based Customer Profiling**Technical and Functional Capabilities**

SI No	Parameter	Response (Yes/No)
1	Customisation of Output as Per Bank's directions/guidelines	
2	Past Delinquencies/Write offs to be considered	
3	Customer Enquiries with Bureaus to be considered	
4	Pin code based product specific delinquency	

Solution: Account Review/Scrub**Technical and Functional Capabilities**

SI No	Parameter	Response (Yes/No)
1	Account Review output containing Bureau Score and details of live accounts such as Outstanding Balance, Repayment History etc.	
2	List of Customers who availed Home Loan from the other lenders with details such as date of Sanction, Outstanding Balance, Repayment History etc.	
3	Details of Enquiries made by Customer in past 6 months including Purpose of Enquiry, Amount etc.	
4	Risk wise and Income wise segmentation based on the Loans availed and Repayment track record of the Customers	
5	Risk Triggers to assess status of Loan Accounts of our customers with other Banks/FIs	
6	Propensity of Customers to avail Home, Property and Car Loans	

Solution: Market Insights-Dashboard**Technical and Functional Capabilities**

SI No	Parameter	Response (Yes/No)
1	Option to download the Market Insight reports and Data in PDF, Excel formats from Dashboard	
For Home/Car/Property/Business Loan Products, Report Should include		
2	Total Market Size, Composition and Comparison of UCO Bank with Peer Banks and other Lender types such as PSBs, NBFCs, Private Banks etc. on various parameters such as active Loan Accounts, Loan Book Size, Average Ticket Size, Risk Levels etc.	
3	Ticket size wise segmentation of total Portfolio on Risk metrics such as Standard/SMA/Doubtful/Loss and comparison between UCO Bank, Peer Banks and other lender types	
4	Ticket Size wise Loans Sanctioned and Amount Sanctioned and comparison of UCO Bank with Peer Banks and other Lender Types during various quarters	
5	Composition of the Market by Lender Type and Ticket Size across various quarters. Delinquency levels among various Lender Types and at Various Ticket Size Levels across various quarters	
6	Comparative analysis of Self/Peer Banks/Industry for variables like Disbursal, Portfolio at Risk, Ticket Size etc. at State, District, Pin code Level	
7	Top Pin codes on various Criteria as decided by Bank such as Market Size, Ticket size, %NPA etc.	

Solution: SMS based Customer Profiling**Commercial Bid:**

SI No	Number of Users*	One-time Setup Cost	Transaction Cost (per SMS)	Any Other Charges

* If there is no restriction on number of users mention it as "Not Limited" otherwise appropriate slabs, if any, may be given

Solution: Account Review/Scrub**Commercial Bid:**

SI No	Monthly Scrub Volume (No of records)	Cost per Record	Any Other Charges
1	Up to 1,00,000		
2	1,00,001 - 2,00,000		
3	2,00,001 – 3,00,000		
4	3,00,001 – 4,00,000		
5	4,00,000 – 5,00,000		
6	More than 5,00,000		

Solution: Market Insights (Dashboard)**Commercial Bid:**

Price/Product*				Any Other Charges
First Product	Second Product	Third Product	Fourth Product	

***Note:**

- i) With quarterly refresh
- ii) Access independently and simultaneously to the database to minimum 5 users through separate identities

DECLARATION:

Subject :- RFP Reference No. Proposal for Implementation of Risk Mitigation and Business Augmentation Solutions in tie-up with Credit Information Companies

Name of Bidder:

All the information furnished by us here in above is correct to the best of our knowledge and belief.

We have no objection if enquiries are made about the work listed by us in the accompanying sheets/annexures.

We agree that the decision of UCO Bank in selection process will be final and binding on us.

We confirm that we have not been barred/blacklisted/disqualified by any Regulators/ Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.

Place:

SIGNATURE OF THE APPLICANT

Date:

**NAME & DESIGNATION
SEAL OF ORGANISATION**

Form of Board Resolution**CERTIFIED TRUE COPY OF THE MEETING OF THE BOARD OF DIRECTORS OF [BIDDER] HELD ON [] AT []**

"RESOLVED THAT, [] and [] Directors/Officers of [Bidder], whose specimen signatures appear below, be and are hereby jointly and severally authorized, to do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid and finalization of our tie-up with the UCO Bank ("Bank"), in response to the Request For Proposal dated [insert] issued by the Bank, on behalf of the Company, including but not limited to signing and submitting all applications, Bids and other documents and writings, participating in Bidders' and other conferences and providing information responses to the Bank, representing the Company in all matters before the Bank and generally dealing with the Bank in all matters in connection with or relating to or arising out of our Bid and the Bid process and is authorized to negotiate and conclude the tie-up.

Specimen signature

Name:
Designation:**Specimen signature**

Name:
Designation:**Certified true copy for and on behalf of [Bidder]****Signature of the Authorized Person with date****Name of the Authorized Person****Company rubber stamp/seal**

DISCLAIMER

The invitation document is neither an agreement nor an offer and is only an invitation by Bank to the interested Credit Information Companies for submission of bids/proposals. The purpose of this RFP is to provide the Credit Information Company(s) with data points, to assist them in formulation of their proposal. This document does not claim to contain all the information each Credit Information Company may require. Each Credit Information Company should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any Law, statute, rules and regulations as to the accuracy, reliability or completeness of this RFP document. Bank may in its absolute discretion, but without being any obligations to do so, update, amend or supplement the information in this RFP. Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its Directors, Officers, employees, Contractors, Agents, and Advisors disclaim all liability for any loss or damage (whether foreseeable or not) or expenses incurred or suffered by any person acting on or refraining from acting because of any information, including forecast, statements, estimates, projections contained in the RFP or conduct ancillary to it whether or not the loss or damage or expenses arises in connection with any negligence, omissions, default, lack of care or misrepresentation on the part of the Bank or any of its Directors, Officers, Employees, Contractors, Agents, or Advisors.