

**REQUEST FOR PROPOSAL (RFP)
FOR
IMPLEMENTATION OF
ONLINE TRADING FACILITY UNDER TIE-UP ARRANGEMENT
FOR
UCO BANK DEMAT CUSTOMERS**

REF.NO. HO/SP/2018-19/

DATE-28-01-2019

REQUEST FOR PROPOSAL
For
Implementation of
Online Share Trading on Internet Banking
Under Tie-up arrangement
For UCO Bank Demat Customers

UCO BANK
HEAD OFFICE
Strategic Planning Department
2nd Floor, 10,B.T.M. Sarani
Kolkata – 700 001

The information provided by the vendors in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP without assigning any reason whatsoever. The Bank will evaluate the proposals by following such methods, criteria and rationale which, in its opinion, are in the best interest of the bank.

This document is prepared by UCO Bank for implementation of Online Share Trading on Internet Banking under Tie-up arrangement for UCO Bank's customers. It should not be reused or copied or used either partially or fully in any form.

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 service provider'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.

Table of contents

Para No.	Particulars	Page No.
	Bid Details	4
1	Introduction	5
2	Objective of RFP	5
3	Broker's eligibility	5
4	Technical Requirement & Scope of Work	7
5	Earnest Money Deposit	9
6	Bid Document	10
7	Who can bid for the offer	10
8	Submission of Bids	10
9	Right to reject of Bids	12
10	Other terms of Bid	13
11	Modifications and/or withdrawal of Bids	13
12	Language of Bid	13
13	Documents to be submitted	13
14	Cost of Preparation & Submission of Bid	13
15	Preliminary examination	13
16	Bid opening & Evaluation	14
17	Clarification of Bids & Pre Bid meeting	14
18	Non -disclosure	15
19	General terms & Conditions	15
20	Authorized Signatory	16
21	Notification of award and signing of agreement	16
22	Contract period	16
23	Performance Guarantee	17
24	Indemnity	17
25	Non Transferable Offer	18
26	Period of validity	18
27	Signing of contract	18
28	Governing Law and Disputes	18
29	Applicable Law & Jurisdiction of court	19
30	Procedure for finalizing H-1 Bidder	19
31	Assignment	20
32	Integrity Pact (IP)	20
33	Acceptance Test	21
34	Payment Terms	21
35	Representation & Warranties	21
36	Covenants	22
37	Other conditions of contract	24
	(a) Commencement of services	24
	(b) Force Majeure	25
	(c) Termination for default	25
	(d) Selection of another Share Broking company	25
	(e) Termination for Convenience	26
	(f) Termination for insolvency	26
	(g) Consequences of Termination	26

	(h) Statutory Approval	27
	(i) Release of Information	27
	(j) Penalty	27
	(k) Dispute resolution mechanism	27
	(l) Legal jurisdiction	27
	(m) Notice	28
	(n) Ownership & Retention of Documents	28
	Annexure-I General Info. of Bidder (Technical Bid)	29
	Annexure-II Compliance Statement	31
	Annexure-III Scope of work compliance	32
	Annexure-IV Service Report Details	33
	Annexure-V Format of Commercial Bid	34
	Annexure-VI Pre-contract Integrity Pact	35
	Annexure-VII Non-Disclosure Agreement	40
	Annexure-VIII Indemnity Bond	41
	Annexure-IX Performa for Security/Performance BG	42
	Annexure-X Tender Offer forwarding Letter	44
	Annexure –XI Checklist	45

UCO Bank, HO – Strategic Planning Department, Kolkata

Bid Details – For Implementation of Online Share Trading under Tie-up arrangement

1	Date of commencement of RFP process/sale of bidding document	28.01.2019
2	Last date for submission of queries on RFP for pre-bid meeting to clarify doubts of prospective bidders	08.02.2019
3	Pre-Bid Meeting at Strategic Planning Department , Head office Kolkata	11-02-2019 at 12 Noon
4	Last date, time & venue for Submission of Bid document	17.02.2019 upto 12.00 Noon UCO BANK Strategic Planning Department, 2nd Floor , 10 B.T.M.Sarani , Brabourne Road Kolkata -700001
5	Date and time of opening of technical Bid	19-02-2019 at 3.30 p.m.
6	Date and time of opening of Commercial Bid	Will be intimated to bidders shortlisted in technical bid.
7	Place of opening of Bid	UCO Bank General Manager Strategic Planning Department Head Office, 2nd Floor 10, B.T.M.Sarani , Kolkata -700001
8	Address for communication	UCO Bank General Manager Strategic Planning Department Head Office, 2nd Floor 10, B.T.M.Sarani , Kolkata -700001 Email- hopdev.calcutta@ucobank.co.in
9	Contact person	Shri Sudip Dighal Asst. General Manager Shri A.C.Saxena Chief Manager (Landline-033-44558091,44557932)
10	Cost of RFP document	Rs.10000/- in the form of demand draft/ pay order in favour of “UCO BANK” payable at Kolkata.
11	Cost of Earnest Money Deposit	Rs.2.00 Lac in the form of Bank Guarantee favouring “UCO BANK” payable at Kolkata

Note: Bids will be opened in presence of the bidders' representative(s) who choose to attend at the time of bid opening. A maximum of two authorized representatives of the bidder will only be allowed at the time of opening of the bids. In case no representative of Bidder is present, bids shall be opened

in the presence of officials of the Bank. 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 specified time **on the same day**.

1. Introduction:

1.1 UCO Bank a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 10, B.T.M.Sarani, Kolkata -700001, India and its Strategic Planning Department at 2nd Floor of Head Office, hereinafter called 'The Bank' is one of the leading public sector banks in India having around 3088 branches.

1.2 UCO Bank started UCO E-trade '3-in1' Scheme to provide 'online share trading' facility for Bank's investor customers. In first two-three years around 300 Bank's customers joined this scheme to avail the facility of 'Online Share Trading', but at present only few customers are active in availing this facility.

2. Objective of RFP

UCO Bank hereinafter referred to as "the Bank", has decided to go for fresh tie-up arrangement with a selected broker to provide its customers the facility of online share trading through Internet Banking. The service will enable UCO Bank's customers to transact online and carry out share trading activity on the Internet by accessing UCO Bank's website www.ucobank.com. For this purpose bank invites Technical and commercial bids from the Share Broking Companies, who can implement the above functionality as per Bank's requirement & provide end to end services under the tie-up arrangement on revenue sharing basis. The Bank intends to shortlist Share Broking Companies on the basis of Bank's eligibility criteria & technical bid & thereafter the share broking Company will be selected on the basis of highest bid (H-1) for providing the above services and entering into tie-up arrangement.

3. Broker's eligibility:

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted
1	Bidder should be a registered company in India under the Company Act, 1956/2013 (proof required) OR Concerns registered as MSME Entrepreneur & still categorised as MSME as on RFP submission date & should not be a subsidiary of a foreign company.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate, MSME registration & any other tax related document if applicable to be submitted.
2	Bidder should be in broking business having valid registration with SEBI & valid membership of NSE & BSE.	Copy of registration certificate & evidence of membership with NSE & BSE.

3	Bidder should have 5 years of experience in broking business operations. (Documentary evidence to be enclosed)	Certificate to be enclosed.
4	Bidder may be any one of the following: Government Organisation/PSU/PSE/Partnership firm/LLP or Limited/Private company.	Valid document to be submitted.
5	Bidder must have registered net profit i.e. Profit after Tax for the financial year 2015-16,2016-17 and 2017-18	Copy of the audited balance sheet and profit and loss statement of the company showing net worth and turnover of the company for the financial years 2015-16, 2016-17 and 2017-18 (provisional certificate) to be submitted.
6	Bidder should not be an associate of Banking Company or vice versa.	Copy of Article of Association & Memorandum of Association of the company is to be enclosed
7	Bidder should not have been floated by Banking company.	Copy of Article of Association & Memorandum of Association of the company is to be enclosed.
8	Bidder should possess necessary experience of having tie-up arrangement with at least one public sector bank for offering such securities trading facilities to retail clients on the date of submission of RFP & should be providing the services at least from one year period.	Copy of relevant purchase order from the related Bank along with the contact details of the person signing the purchase order to be submitted. Bidder is also required to submit experience certificate from the Bank where the bidder is providing services along with contact numbers of dealing authorities of the Bank.
9	There should not have been any disciplinary action initiated / warning / penalty / suspension of business against the bidder by the SEBI/NSDL/CDSL/NSE/BSE in the past 3 years.	Undertaking as per enclosed format should be enclosed.
10	There should not be any restraint order pending at any Judicial Forum in India and abroad related to share/ securities broking business/ their right to handle services of Broking Company as on the date of bidding.	Undertaking as per enclosed format should be enclosed.

11	Bidder/Broking Company should have approved Trading Platform by NSDL. Bidder should be well versed with NSDL application 'eDPM'(Depository Participant Module) as our all transactions are sett;ed through 'eDMS'.	Undertaking as per enclosed format should be enclosed.
12	UCO Bank is using 'E-Stock' application as Back Office software, provided by vendor associated with bank. Bidder should coordinate with vendor to implement the integration successfully.	Undertaking as per enclosed format should be enclosed.
13	Bidder should implement STP (Straight Through Process)for inserting transactions into either our Back Office application(E-Stock) or NSDL's eDPM application.	

(Documentary evidence in support of clause Points 1 to 10 should be submitted.)

4. **Technical Requirement & Scope of work:**

- I. In UCO Bank's website, a link will be provided for the said service that would redirect the user to the selected Bidder's trading site for placing trade orders (buy or sale). The session information would be stored in Bidder's data base after validating the user's credentials. Thereafter, user will initiate fund transfer/Fund Hold (for buy)through Bank's Internet Banking/Mobile Banking/UPI or DP lien option (for sale), as the case may be for which the Bidder's web server will redirect the user to Bank's internet/Mobile Banking/UPI Site to do the required transactions. The settlement of the trade transactions will be done by sending the related filed to bank by the broker.
- II. The selected Bidder has to provide full functionality of share trading *and allied services* through their trading platform to only those customers who compulsorily avail demat services provided by the UCO Bank, through power of attorney or other channel of transfer of securities executed in favour of the Bidder for meeting trading obligations of respective clients.
- III. The offered service/facility should be in compliance with SEBI/NSE/BSE guidelines.
- IV. Bidder/Broking Company should have approved Trading Platform by NSDL. Bidder should be well versed with NSDL application 'eDPM'(Depository Participant Module) as our all transactions are sett;ed through 'eDMS'.
- V. UCO Bank is using 'E-Stock' application as Back Office software, provided by vendor associated with bank. Bidder should coordinate with vendor to implement the integration successfully.

- VI. Bidder should implement STP (Straight Through Process) for inserting transactions into either our Back Office application (E-Stock) or NSDL's eDPM application.
- VII. Bidder will be required to coordinate with Bank's software/data base vendor, DP back office vendor and any other parties involved in these operations, to integrate and implement the process of fully functional '3-in-1' (DEMAT account/share trading account/bank account) Scheme successfully.
- VIII. Bidder will be required to promote this scheme throughout the country with the support of their marketing team.
- IX. Bidder will be required to train the staff of bank about the mechanism and operations of the scheme at the level of Zonal Offices & branches to enable our staff to provide technical support to our Bank's prospective and/or existing customers.
- X. Bidder will have to provide complete grievance redressal mechanism to resolve the various issues of investor customers.
- XI. Taking over the services of existing service provider for share trading under the bank's UCO E-Trade '3-in-1' Scheme, the successful bidder will collect all necessary information from the existing service provider including data migration and taking into its possession with due inventory details of all the existing records pertaining to the past share trading operations. This will be sole responsibility of the successful bidder to collect, preserve and make available the old records of the existing investor customers for appropriate processing of their requirement **within the period of three months time frame.**
- XII. The Bidder shall build up all the existing data in their systems and shall enable the Bank to view the existing data through its web based services within 30 days. Bank will not reimburse any expenses incurred in taking over all the existing records.
- XIII. The Bidder will receive and attend the requests, received from investor customers and will entertain the requests promptly **on the same day.**
- XIV. Bidder will maintain a control Register to record the date of request received from customer with name of customer and time & date of disposal of request.
- XV. Bidder has to maintain proper record of rejecting/returning the requests of the customers on the valid ground explaining the reasons thereof.
- XVI. Bidder will generate various periodical MIS reports related to transactions of customers and bank shall be able to access these reports any time.
- XVII. Maintenance of Register of investor customers availing the facility of share trading under Bank's 'UCO E-Trade 3-in-1' Scheme.
- XVIII. Bidder will provide Web Based Services: Live Folio Maintenance and Maintenance of a Web Based Services - A dedicated website for online information to the Bank and its investor customers availing share trading facility under the scheme including facility for Lodging and Tracking complaints including SEBI – SCORES etc.

- XIX. Preparation & mailing list of transactions in a financial year to investor customers availing the facility of share trading facility i.e. Annual Reports (once in a year).
- XX. Communication and interaction with the Bank whenever required in respect of UCO E-Trade '3-in-1' scheme.
- XXI. Prompt generation of such reports as may be required by the Bank.
- XXII. Bidder shall perform all work of share Broking Company, in accordance with the prevailing guidelines as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Guidelines, Rules and Regulations.**
- XXIII. Bidder can be asked by the Bank for presentation of their product for the purpose of any up-gradation or change as per Bank' requirement.
- XXIV. Bidder will be required to coordinate with Bank's various vendors e.g. M/S Infosys for CBS & M/S Synergy Software for DP services etc. to integrate and implement the facility successfully.
- XXV. Bidder should define the architecture of interface of Bank's DP, SB/CA Account & Share Trading Account supported with a flow chart.
- XXVI. Bidder should take care of the Risk Management Process. Details of Risk Management measures are to be taken by the vendor and should be submitted along with the technical bid.
- XXVII. Bidder should provide complete training/knowhow of the trading platform to our staff. The staff includes staff from our notified branches i.e. Kolkata, Ahmedabad, Bangalore, Chennai, Hyderabad and New Delhi.

5. Earnest Money Deposit

The bidder(s) must submit Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees two Lacs only) in the form of Bank Guarantee in favour of UCO Bank valid for a period of 180 days.

Non submission of Earnest Money Deposit will lead to outright rejection of the offer.

The EMD of unsuccessful bidder will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money may be forfeited under the following conditions:

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

6. BID Document

The complete set of bid documents can be obtained in person from the Strategic Planning Department, UCO Bank, Head Office Second Floor, 10, B.T.M. Sarani Kolkata – 700001 on making payment of non – refundable amount of Rs.10,000/- through demand draft issued by a Scheduled Commercial Bank in favour of UCO BANK payable at Kolkata.

The bid documents are available during the working hours from 01.01.2019.

The bid document may also be downloaded from the Bank's official website www.ucobank.com. The Bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs. 10,000/-** (Rupees Ten Thousand only) in the form of Demand Draft or Pay Order in favour of **UCO BANK**, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected.

7. Who can bid for the offer:

- a. Any reputed broker satisfying the above mentioned eligibility criteria.
- b. A senior official of the broking firm, who has the authority to make implementation of commitment on behalf of the broker, should sign and submit the proposal.

8. SUBMISSION OF BIDS

For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid (Part-I)
- Commercial bid (Part-II)

The bidder will have to submit the Technical and commercial bid separately in sealed envelopes, duly superscribing “**Bid for Online Share Trading – TECHNICAL BID**” or “**Bid for Online Share Trading –COMMERCIAL BID**” as the case may be at **Strategic Planning Department, 2nd Floor , 10 B.T.M.Sarani , Brabourne Road, Kolkata -700001.**

8.1 TECHNICAL BID

1. TECHNICAL BID will contain the bidder's information in the format given in bid document as in Annexure-I.
2. Technical Bid will contain compliance statement as per annexure-II.
3. Technical Bid will contain Scope of work compliance statement as per annexure-III.
4. **TECHNICAL BID will not contain any commercial information at all.**
5. The bid shall be neatly typed and signed by the Bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid except un-amended printed literature shall be initialled by the person(s) signing the Bid.

8.2 COMMERCIAL BID

The bidder should quote the percentage of revenue sharing as per **Annexure V**.

Sealed separate envelopes carrying Technical Bid and Commercial Bid should be put in a single sealed outer cover duly sealed and superscribed "Quotation for Appointment of Share Broking Company for Online Share Trading" be submitted at The Bank's address (refer calendar of events) on or before the date and time mentioned in Bid Detail- Calendar of events. Any Bid received by The Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Note:

- a) If the outer cover / envelop is not sealed and superscribed as required, The Bank will assume no responsibility for bid's misplaced or premature opening.
- b) If any inner cover /envelop is found to contain both technical and commercial bids that bid will be rejected summarily. If any outer envelope is found to contain only the technical Bid or Commercial Bid, it will be treated as incomplete & will be liable for rejection.

All envelopes must be superscribed with the following information:

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

8.3. ENVELOP-I (Technical Bid):

The Technical Bid shall be completed in all respects and contain all information asked for and in the exact format of technical specifications given in the RFP. **The Technical Offer must not contain any price information.** The Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.

8.4. ENVELOP-II (Commercial Bid):

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

The Bank will not be bound to accept the lowest/highest bid and reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever.

The bidder shall submit duly sealed envelop containing separate sealed envelopes containing technical and financial bids separately. Such sealed envelop should be submitted by dropping in a tender box kept at

Strategic Planning Department, 2nd Floor UCO Bank Head Office, 10 B.T.M. Sarani Kolkata-700001

UCO Bank is not responsible for non-receipt of proposal within the specified date and time due to any reason including holidays or postal delays.

- 8.5. If required, Bank may ask the Bidder to arrange for demonstration of the feature, quality and capabilities of the System as per model committed in

the proposal before selection of bidders. This demonstration (acceptance test) will be conducted at Strategic Planning Department, Head Office, 10,B.T.M. Sarani Kolkata on prior appointment. The Bank will accept the proposal on successful completion of acceptance test. Unsatisfactory performance of the system/service may result in the Bank's rejection of entire offer.

- 8.6 No Bidder is permitted to authorize any third party to execute the orders.
- 8.7 UCO Bank reserves the right for conducting pre-deployment inspection by its own personnel or reputed third parties. The selected bidder has to offer the system/solution for inspection in such a manner that it does not affect the implementation schedule.

9. Right to reject Bids

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

The proposal is liable to be **rejected** if:

- a. The bid document doesn't bear signature of authorised person in each page.
- b. It is received **through** Telegram/Fax/E-mail
- c. It is received after **expiry** of the due date and time stipulated for submission.
- d. **Incomplete proposal, Including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids** not conforming to the terms and conditions stipulated in this Proposal are liable for rejection by the Bank.
- e. **Non –Compliance by the Bidder with the scope of work.**

10. Other Terms of Bid:

- 10.1 If the proposal is not submitted in the prescribed format or any of the items in the Annexure is left Blank or incomplete, the proposal is liable for outright rejection.
- 10.2 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 10.3 If any bidder is found to have submitted incorrect information at any time, he may be **debarred** from participation in the future tendering processes.
- 10.4 The bidders are advised to examine all instructions, terms and conditions, and technical specifications carefully and furnish the information unambiguously.

10.5 There should be no significant hand-written material corrections or alterations in the offer. Technical details must be completely filled up. Filling up the forms using terms such as "OK", "accepted", "noted", as given in brochure/manual" are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable".

11. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS

- 11.1 Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
- 11.2 No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

12. LANGUAGE OF BID

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

13. DOCUMENTS TO BE SUBMITTED

The bidder shall submit the following documents:

13.1. Documents required in technical Bid (In Sealed Cover)

- 1. Bidders information as per format give in **Annexure I**
- 2. Compliance statement as per format given in **Annexure II**
- 3. Scope of Work Compliance statement as per format given in **Annexure III**
- 4. Technical Details of the solution offered.
- 5. Details of Data Centre where the trading system is hosted.
- 6. Any other document indicating the feature of the product.
- 7. Last three years audited balance sheet with profit and loss account statement.
- 8. Tender offer forwarding letter –**Annex-X**
- 9. Copies of Memorandum & Article of Association and Certificate of Incorporation in case of corporate bidder.
- 10. Solution implementation Schedule.

13.2. Documents required in Commercial Bid (In Sealed Cover)

Commercial offer as per Annexure V.

14. COST OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

15. PRELIMINARY EXAMINATION

- 15.1. The Bank will examine the Technical bids to determine whether they are complete; whether any computational error have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order. Bids from agents without proper authorization from the principal as per the authorization from shall be treated as no-responsive and will be out rightly rejected.

- 15.2. Arithmetic errors will be rectified on the following basis. If there is discrepancy between words and figures, the amount in the words will prevail.
- 15.3. The bid determined as not substantially responsive will be rejected by the purchaser.

16. BID OPENING AND EVALUATION

- 16.1. ***The Bank will open the bids, in presence of Bidders/their representative who choose to attend, at the time, date & address as mentioned in Bid document at Para-8 "Submission of Bids".***
- 16.2. ***The bidders/their representatives, who are present, shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank , the bids shall be opened at the specified time and place on next working day.***
- 16.3. ***The technical evaluation of those bidders who are meeting all the eligibility criteria will be carried out. If the bidder does not meet all items under eligibility criteria, the technical bid is liable to be rejected.***
- 16.4. ***In the first stage, TECHNICAL BID received will be scrutinised to determine the fulfilment of eligibility criteria as stipulated by the Bank.***
- 16.5. ***Commercial evaluation will be carried out for the short listed bidders who have qualified in technical evaluation process. All bidders who meet all terms and conditions of Technical Bid, will be eligible to get their Commercial Bid opened.***
- 16.6. ***The commercial BID of only those bidders who are qualified in the technical evaluation would be opened and bidder who has quoted highest prices will be finalised as successful bidder.***
- 16.7. ***The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.***
- 16.8. ***If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. The intimation of time and place of opening of commercial bids will be informed separately to shortlisted bidders only.***

17. CLARIFICATIONS OF BIDS & Pre-Bid Meeting

- 17.1. A prospective bidder requiring any clarification of the RFP may notify the Bank in writing by fax/e-mail at the Bank's mailing address indicated in the invitation for Bid (IFB). The Bank will respond in writing to any request for clarification of the RFP which it receives up to 08-02-2019, 5.00pm.
- 17.2. The prospective bidders, who are willing to submit the bid shall be permitted to attend a pre-bid meeting to be held on 11-02-2019 at 12 Noon at the Strategic Planning Department UCO Bank. Head Office 2nd Floor, 10 B.T.M.Sarani, Brabourne Road Kolkata – 700 001.
- 17.3. Up to a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the bank, at its discretion, may permit any additional representative at any prospective bidder to attend the pre-bid meeting.
- 17.4. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to

be raised must be in writing. The Bank will have liberty to invite any outside agency, wherever necessary to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

17.5. Any modification of RFP, which may become necessary as a result of the Pre-bid meeting, shall be modified by the Bank exclusively through the issue of an Addendum and will be hosted in the website of the Bank i.e. www.ucobank.com allowing at least 4 days time prior to the last date for receipt of bids.

17.6. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

At the time of examination, evaluation and comparison of bids the Bank may at its discretion, ask the bidders for clarification, the response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

18. Non-disclosure:

This document contains information confidential and proprietary to the Bank. Additionally, the bidders will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidders, premature termination of the contract, and / or legal action against the bidders for breach of trust.

Selected bidder will have to sign a legal **non-disclosure agreement** with the Bank before starting the project as per **Annexure –VII** enclosed.

The bidder (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.

The bidder, his employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its authorized personnel, except for purposes of performing the contract award.

In case of breach the Bank shall take such legal action as it may be deemed fit. The above obligation will survive even in case of termination/completion of agreement period.

19. General Terms & Conditions

19.1. The Bank **does not bind** itself to accept the proposal with highest revenue sharing or any other proposal and reserves the right to reject any or all

the proposals at any point of time prior to the execution of agreement without assigning any reason(s) thereof.

- 19.2. The Bank reserves the right to resort to rejection without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 19.3. The Bank reserves the right to **modify** any terms, conditions or specifications for submission of offer and to obtain revised proposals from the bidders due to such changes, if any.
- 19.4. **Canvassing** of any kind will be considered as a disqualification and the bank may decide to debar the bidder from participating in the bidding process.
- 19.5. The selected Bidder shall have to ensure that any compliance requirements raised by SEBI or RBI are addressed as part of the solution deployment process.
- 19.6. Bank reserves the right to have tie up with single broker or with multiple brokers depending upon the requirement.
- 19.7. Bank also reserves the right of cancelling the project at any time if all proposals received do not meet the Bank's expectation/requirement.

20. Authorised Signatory

The selected bidder shall indicate the authorised signatories who can discuss and correspond with UCO Bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their Board, authenticated by the company secretary, authorising an official or officials of the bidder to discuss, sign agreements/contracts with UCO Bank, raise invoice and release payment and also to correspond. The bidder shall provide proof of signature identification for the above purpose as required by UCO Bank.

21. Notification of award and signing of agreement

The Bidder, whose Bid has been accepted, will be notified of the award by the Bank prior to expiry of the Bid validity period by e-mail and by registered letter/courier.

The notification of award will constitute the formation of the Contract, subject to furnishing of a Security / Performance Guarantee.

An agreement duly incorporating all the terms and conditions including standard payment terms between the Bank and the successful Bidder shall be executed within 30 days following the notification of award.

Subsequent to the agreement with the successful bidder, the Bank will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit as promptly as possible.

22. Contract Period:

The contract period for carrying out the facility of Online Share Trading will be for a period of **five years** from the date of Agreement. The selected bidder need to execute an agreement with the Bank covering all terms and conditions of this RFP.

The performance of the selected Bidder shall be reviewed every year and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' notice without assigning any reasons and without any cost or compensation. Any offer falling short of the contract validity period is liable for rejection.

23. Performance Guarantee:

The successful bidder will have to furnish a Bank Guarantee for an amount equivalent to Rs.10,00,000/- within 30 days of award of contract. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Commercial Bank in India. The performance guarantee shall be valid for a period of five years and the same shall be as per the **Annexure-IX** enclosed.

The Bank guarantee shall remain in full force and effect during the contract period and can be invoked any time in the event the selected bidder fails to discharge its contractual obligations or Bank incurs any loss due to negligence in carrying out work as per the agreed terms & conditions and that it shall continue to be enforceable for one year from the date of expiry/termination of the contract.

Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award.

24. Indemnity

Bidder/Vendor 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 or resulting directly or indirectly from (i) act or omission of the bidder, its employees, its agents, or employees in the performance of the services provided by the contract (ii) breach of any terms of RFP or breach of any representation or warranty by the vendor (iii) infringement of any patent, trademark, copyrights etc., or such other statutory infringement in respect of all components provided to fulfill the scope of the work under contract.

Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third- party copyright, patents or other intellectual property and third party claims on the Bank for infringement of intellectual property rights including patent, trademark, copyrights, trade secret or Industrial Design rights arising notify the vendor in writing immediately on becoming aware of such claim (ii) the vendor has sole control of defense and all related settlement negotiations, (iii) bank provides the vendor with assistance, information and authority reasonably necessary to perform the above and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the vendor, except under due of law & order of the Court. It is clarified that the vendor shall in no event enter into settlement, compromise or make any statement(including failure to take appropriate steps) that may be detrimental to the Bank, its right, interest and reputation.

Vendor shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses and liabilities arising from:

- (a) Non-Compliance of the Vendor with Laws/Govt. requirements;
- (b) IP infringement;
- (c) Negligence & misconduct of the vendor, its employees and agents.

- (d) Breach of any terms of RFP, Representation or warranty;
- (e) Act of omission in performance of services.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and /or regulatory authorities.

The selected bidder is required to furnish a separate Deed of indemnity (**Annex- VIII** Format enclosed) in Bank's favour in this respect before or at the time of execution of the agreement.

25. NON-TRANSFERABLE OFFER

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

26. Period of Validity

Bids shall remain valid for a period of **180 days** from the date of opening of the bid prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

27. Signing of Contract

The Bidder, whose Bid has been accepted, will be notified of the award by the Bank prior to expiry of the Bid validity period by e-mail and by registered letter/courier.

The notification of award will constitute the formation of the Contract, subject to furnishing of a Security / Performance Guarantee.

An agreement duly incorporating all the terms and conditions including standard payment terms between the Bank and the successful Bidder shall be executed within 30 days following the notification of award.

Subsequent to the agreement with the successful bidder, the Bank will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit as promptly as possible.

28. Governing Law and Disputes (Applicable in case of successful vendor, to whom work has been awarded)

The successful Bidder/selected Vendor and the Bank shall endeavor their best to amicably settle 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, in the following manner:

The Party raising a dispute shall address to the other Party a notice requesting amicable settlement of the dispute within seven (7) days of the receipt of the notice. The matter will then will be taken up for resolution by General Manager (Strategic Planning Department, Head Office)/Deputy General Manager (Strategic Planning Department, Head Office), of UCO Bank and the Authorized Official of the successful Vendor. The matter shall be resolved between them and

the agreed course of action shall be documented within a further period of **15days**.

In case any question, dispute or difference arising under and out of, or in connection with the contract or carrying out of the work whether before or after the determination, abandonment or breach of the contract between the Parties is not settled by negotiation in the manner as mentioned above, within **30days** from the date of failure of negotiations, the same may be referred to arbitration by a sole Arbitrator acceptable to both the 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 Chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The venue of arbitration shall be Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof.

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 acknowledgment 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.

Notwithstanding anything contained hereinbefore, if the dispute exists for more than **30 days**, Bank will have an option to take recourse under provisions of law as may be deemed appropriate.

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 right to initiate appropriate proceedings before any Court of appropriate jurisdiction, should it find expedient to do so.

29. Applicable law & Jurisdiction of Court:

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

The vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be is obtained. However, the purchaser shall be entitled to make alternative arrangements to tackle the situation, in the manner if is deemed fit, at the cost of the vendor, so that the business of the Bank continues without any disruption.

30. Procedure for finalizing H-I Bidder:

- 30.1. After evaluation of eligibility criteria and technical bid, out of all bidder companies, some of them will be shortlisted and then H-1 bidder company will be selected based on the percentage of revenue sharing offered in the commercial bid. The highest bidder (H-1) shall be selected and called for assignment of contract.
- 30.2. **In case there are more than one H-1 bidders, the bidder who has tie-up arrangement with more number of banks would be selected.**

31. Assignment

The Vendor shall not assign to anyone in whole or in part. It's obligations to perform under the contract except with the Purchaser's prior written consent.

32. Integrity Pact (IP)

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

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as Annexure for strict compliance.

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

a) Shri S R Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East,
Mumbai - 400101
E-mail:- raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai,
Mumbai – 400072
E-mail:- vriyer1955@gmail.com

Integrity Pact (IP) should be deposited with Technical Bid at the address mentioned in RFP for submission of bid document.

33. Acceptance Test

The system is subject to User Acceptance test. Vendor has to provide the Acceptance Document and arrange Engineers at the site on the date and time mentioned by the Bank to assist in the acceptance test.

34. Payment Terms

Payments of Bank's share of broking fee will be made to the Bank on monthly basis by way of pay order or demand draft or by transfer through RTGS/NEFT or any other means as may be mutually decided between bank and the broker. Bank's Share of broking fee & related statements shall be submitted by vendor at the following address:

General Manager
Strategic Planning Department
UCO Bank
Head Office
2nd Floor, 10, B.T.M. Sarani, Brabourne Road, Kolkata – 700 001

35. Representations and Warranties

Representations and Warranties, which the Bidder shall be presumed to have made, while submitting the bid and will subsequently form the part of Agreement with Share Broking Company. Bidders represent and warrant that:

- 35.1. Bidder is a company duly **formed/registered** and validly existing under the laws of India and is in good standing under the laws of the Bidder's business and the Bidder has full authority to enter into this Bid document and to execute, deliver and perform all of its obligations hereunder according to the terms hereof;
- 35.2. Bidder has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the online share trading facility and hereby represents and warrants that all share trading services provided hereunder shall at all times strictly conform to the requirements of this Bid document as

set out herein and Bidder shall at all times adhere to good industry practices;

- 35.3. Bidder has obtained and / or complied with all applicable permits including all statutory and regulatory approvals / licenses required to provide and to perform the end to end online share trading services.
- 35.4. The execution, delivery or performance by the Bidder of the online share trading services shall not contravene the Memorandum and Articles of Association or similar organizational constitutional documents of the Bidder and any applicable law binding upon or applicable to them or any of their properties/assets/revenues;
- 35.5. The Bidder has full power and authority to enter into this Bid document and to take action and execute any documents required by the terms hereof and this Bid document is enforceable in accordance with the terms hereof and the persons executing this Bid document on behalf of the Bidder are duly empowered and authorized to execute this Bid document and perform all its obligations in accordance with the terms herein;
- 35.6. There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the Bidder, or threatened and / or pending against or affecting the Bidder, and no material unfair labour practice complaint is pending or pending against the Bidder, before any Governmental authority.
- 35.7. The Bidder warrants that there are no criminal proceedings instituted against the Bidder. The Bidder shall verify the antecedents of the personnel it desires to engage for the provision of online share trading services hereunder and shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person(s) from participating directly or indirectly in the provision of online share trading services under this Bid document.
- 35.8. The Bidder has filed, has caused to be filed / the names of the Bidder has been included in all tax returns (national, state, provincial, local and foreign, if any) required to be filed and has paid all taxes shown thereon to be due and payable, together with applicable interest and penalties and there are no outstanding liabilities in that regard under Indian law;
- 35.9. The Bidder is solvent;
- 35.10. Notwithstanding anything contained in the RFP or agreement, neither the bidder company nor any of the personnel engaged by the bidder company shall have employer and employee relationship with the Bank.

36. Covenants

The Bidder covenants as follows:

- 36.1. The Bidder acknowledges that subject to the provisions of this Bid document, the Bidder shall have no right to enter into any agreement or arrangement for

and / or on behalf of the Bank or to represent any person, firm or corporation that it has such right or authority, without the prior written consent of the Bank. The Bidder shall be solely liable to all persons for all acts of omissions or commissions, deeds and things done by the Bidder and / or its personnel in the course of performance of obligations specified under this Bid document.

36.2. The Bidder covenants that it shall not sub-contract any of its responsibilities contained in this Bid document to any sub-agent or sub-contractor without prior written permission of the Bank, which the Bank may deny at its sole and absolute discretion and if the Bank gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Bidder shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.

36.3. The online share trading services shall be provided in compliance with all applicable laws including labour enactment, rules, authorizations issued by the Central, State and local authorities in India including SEBI, RBI, as amended and the provision of the share trading services shall not result in the infringement of any third party intellectual property rights and taken all required permission for performing the online share trading services under this Bid document;

36.4. The Bidder shall keep the same valid throughout the currency of this contract / Bid document.

36.5. The Bidder shall bring to the notice of the Bank any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto.

36.6. The Bidder shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this contract / Bid document.

36.7. This Bid document to which the Bidder is a party when executed and delivered shall be, the legal, valid and binding obligation of the Bidder.

36.8. The Bidder agrees and confirms that all the provisions applicable to the Bidder in relation to its personnel shall also be **ipso facto** being applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Bidder shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees, for all purposes and intents.

36.9. The Bidder shall take and has mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the Bank, in relation to this Bid document / contract or the online share trading customers and shall take appropriate precautions not to breach the privacy of the Bank, customers of the Bank or any third party during the course of performance of its obligations herein.

36.10. The Bidder shall not divulge any Confidential Information or any other information relating to the security or safety of the data, information, property, assets and other surveillance equipment etc. which will threaten or likely to threaten the safety or security of the data, information, property, assets and employees.

36.11. The Bidder shall withdraw or shall not permit any of the Bidder's personnel from providing the online share trading services if, in the sole opinion: (a) the quality of online share trading services provided by the Bidder is not in accordance with the quality specifications stipulated by the Bank (b) it is not in the interest of the Bank that such personnel of the Bidder continue to be involved in providing online share trading services, (c) The Bidder shall subject to the terms of this Bid document / Agreement, be responsible for completing the online share trading services in a prompt and efficient manner.

36.12. The Bidder shall not exercise any lien or right of set-off of appropriation on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody or which may come in the custody of the Bidder for any amount due or claimed to be due by the Bidder from the Bank.

36.13. The Bidder shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant state / jurisdiction of its operation in respect of its personnel and shall establish and maintain all proper records and registers required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations also.

36.14. The Bidder undertakes that it shall not disclose Confidential Information of the Bank to any third person and the Bidder shall keep all the knowledge of the business activities, information relating to share of the customers and affairs of the Bank strictly confidential and also ensure that neither the Bidder nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of the Bank. This clause will survive the expiration, cancellation or termination of this Bid document / Agreement.

36.15. The Bidder agrees and covenants neither to use the Trademark and/or trade name of the Bank or letterheads of the Bank nor the Bidder will hold himself as an agent of the Bank. The relationship between the Bidder and the Bank being a principal-to-principal basis. The Bidder shall not use the Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other Bank or person.

36.16. The Bidder agrees that no change whatsoever in the constitution of the Bidder during the continuance / validity of this Agreement shall impair or discharge the obligations of the Bidder under this Bid document / the Agreement. The Bidder shall forthwith upon any change in the constitution of the Bidder, inform the Bank of the change and provide such details in respect of the change and its effect, as may be required by the Bank.

36.17. *The Bidder hereby agrees, undertakes and confirms irrevocably, unconditionally and absolutely that the entire obligation with regard to payment of stamp duty shall solely rest upon on the bidder.*

36.18. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

37. Other conditions of the contract:

a) Commencement of services:

The Bidder should commence all the specified activities as detailed in scope of work within 30 days from the date of contract. The Bidder shall build up all the

existing data in their systems and shall enable the Bank to view the existing data through web based services extended to the Bank within 30 days. **Bank will not reimburse any expenses incurred in taking over all the records of existing investors customers of the Bank & building up the data in the online share trading portal of the Bank.**

b) Force Majeure:

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

- Natural calamities, including but not limited to floods, earthquakes, epidemic,
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, terrorist attacks, and public unrest in work area.

Provided that either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The selected bidder or the Bank shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall calculate as on date of termination. Notwithstanding the above, provision relating to indemnity, confidentiality, survive termination of the contract shall remain same."

c) Termination for Default

Bank without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful Bidder, may terminate the Contract in whole or in part after a period of 30 days from the date of notice,

- If the Bidder fails to perform obligations(s) under the Contract. If the Bidder in the judgment of Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- If the selected bidder a) has a winding up order made against it; or b) has a receiver appointed over all or substantial assets; or c) is or becomes unable to pay its debts as they become due; or d) enters into any arrangement or composition with or for the benefit of its creditors; or e) passes a resolution for its voluntary winding up or dissolution or dissolved. The selected bidder shall have right to terminate only in the event of winding up of Bank.

In the event, Bank terminates the Contract in whole or in part, Bank may procure similar services, upon such terms and in such manner as it deems appropriate and the Bidder shall be liable to the Bank for any excess costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

d) Selection of another Share Broking company

In the event of failure of the Bidder to perform the services as per the contract for any breach of any clause of the contract, Bank reserves the right to engage any other Share Broking company within a period of 30 days from the date of notice

of default to undertake the services detailed in the contract at the risks and cost of the Bidder. A notice will be given by Bank to the Bidder before initiating selection of another Share Broking Company. On such engagement of another Broker, the Bidder will be liable to pay the difference in value of the service charge paid at a higher rate, if any. For this purpose, Bank may forfeit any dues payable to the Bidder to recover this amount.

e) Termination for Convenience

An advance written notice of 30 days' may be sent by the Bank to the Bidder, for termination of the Contract, in whole or in part, at any time for its convenience, without assigning any reason. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective. It is clarified that in the event agreement is terminated at Bank's stance, payment to the Bidder will be made proportionately for the work done or the services provided under the agreement.

f) Termination for Insolvency

The Bank may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without cost or compensation to the Bidder, 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.

g) Consequences of Termination

- In the event of termination of the contract due to any cause whatsoever, [whether consequent to the stipulated terms of the contract or otherwise], UCO Bank shall be entitled to improve any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor bidder to take over the obligations of the erstwhile bidder in relation to the execution/continued execution of scope of contract.
- 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 UCO Bank, the vendor shall be obliged to provide all such assistance to meet successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 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.



h) Statutory Approval

The Bidder shall obtain all the required statutory and other clearances from the respective competent authorities. The Bidder shall be responsible for complying with the all clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and state where the service is provided .

i) Release of information

The Bidder shall not communicate or use in advertising, publicity, sales releases or any in medium, photographs or other reproduction or works under the contract or other information concerning the service unless prior written permission has been obtained from Bank.

j) Penalty

Bidder shall reimburse penalties/fines imposed upon the Bank, for any non compliance or contravention committed by bidder with regard to the provisions of SEBI Regulation, 2015 and other Regulators as amended time to time.

k) Dispute resolution mechanism

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

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

The matter will then be taken up for resolution by General Manager (Strategic Planning Department) or Deputy General Manager (Strategic Planning Department) of UCO BANK and the Authorized Official of the successful Bidder. The matter shall be resolved between them and the agreed course of action be documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 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.

Notwithstanding anything is contained for Dispute Resolution Mechanism, if the dispute exist for 30 days, the Bank will have option to take recourse under provisions of law as deem appropriate.

l) Legal jurisdiction

Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Kolkata court only.

m) NOTICE

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 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.

n) OWNERSHIP AND RETENTION OF DOCUMENTS

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

TECHNICAL BID**Annexure-I****Bidders Information****Name of the bidder company:****Address:****Place:**

Sl. No.	Particulars	Information to be furnished by Broker
Part-A	Broker's Profile	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
1	Name of Stock Broking Company/Firm	
2	Registered Office	
3	Address for Communication	
4	a Contact Person-1	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	I Name :	
	ii Designation/Position	
	iii Tel. No	
	Iv Mobile No.	
	v e-mail id of the contact person	
	b Contact Person-2	
	I Name :	
	ii Designation/Position	
	iii Tel. No	
	Iv Mobile No.	
	v e-mail id of the contact person	
5	Nature of Business Activities (Brief Points)	
6	No. of years in Business	
7	No. of Branches/operating Offices	
8	No. of Locations covered	
9	Whether listed in Stock Exchange (Yes/No)	
10	Whether Group Company or Subsidiary (details)	
11	Whether PSU or Private Sector	
Part-B	Regulatory Authorisation Profile	
12	Whether authorised by SEBI for providing trading services (Yes/No)	
13	Whether authorised member of Stock Exchange (Yes/No)	
	a If Yes, name of such Stock Exchanges	
	B If Yes, Registration No. & date of Registration	
14	Whether Broking company is a Depository Participants of	
	a NSDL (Yes/No)	
	B CDSL (Yes/No)	
Part-C	System Audit & Procedure	
15	Scope of Audit & Inspection (Pertaining to '3-in-1' Scheme.	

	a	Items covered under Audit	
	b	Frequency of Audit:	
	c	Last Audit done on:	
	d	Last Audit done by:	
Part-D		Business Turnover	
16	a	Year-2015-16	
	b	Year-2016-17	
	c	Year-2017-18	
Part-E		Other Information	Amount in Crores
17		Trading Modes available to Clients	On line
18		Type of Investment services Offered	
19		Tie up with Other Banks already done for Online share trading	Name of the Bank & Date of Tie Up
		1	
		2	
		3	
20		Approximate Time to go live from the date of tie-up (including time for system integration and testing)	
21		Commercial BID submitted (Yes/No)	

COMPLIANCE STATEMENT

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum.

Signature and Seal of Bidder

Date:

Place:

SCOPE OF WORK COMPLIANCE

We certify that the solution offered by us for tender conforms to the scope of work stipulated by you in the Para-4 of the RFP with the following deviations.

List of deviations

1)

2)

3)

4)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

Date:

Place:

SERVICE SUPPORT Details

Name of Location	Telephone No.	Fax No.	Status* of Office working days & hours	No. of support staff	Remarks

Signature and Seal of Bidder

Date:
Place

Format of Commercial Bids

1. Percentage of Revenue sharing offered to Bank i.e. sharing of broking fee on Tie-up arrangement with UCO Bank for online share trading:

Sl.No.	Particulars	Percentage
1	Revenue Sharing with UCO Bank% (In Words%)

- The percentage quoted should hold good for the period of contract and should not be changed for any reason whatsoever.
- Bidder shall bear the cost of integration of bidder side; however Bank host side integration will be borne by the Bidder.
- In case of leased line connectivity between Bidder location and Bank location the same will be borne by the Bidder.
- The bank side hardware cost will be borne by the Bank, other cost will be borne by the Bidder.
- Certification with NSE/BSE at bidder end will be borne by bidder however any certification at Bank's host end will be borne by the bank.
- Any other certification relating deployment of service offered by selected broker will be borne by the bidder.
- There is no commitment of Bank regarding volume of business.

Date:
Place

Signature & Seal of Bidder

PRE CONTRACT INTEGRITY PACT

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

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 Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

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/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/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 Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

The Bank has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Bank 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 Bidder (s) and / or Seller(s).

In order to achieve these goals, the Bank will appoint Independent External Monitor(s) (IEM) 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 Bank commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Bank, personally or through family members, will in connection with the tender, or the execution of a contract 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 Bank will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

- (iii) The Bank will exclude from the process all known prejudiced persons.

4.2 If the Bank 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 Bidder(s) /Seller(s):

5.1 The Bidder(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 Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Bank's employees involved in the tender process or the execution of the 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 during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / 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 bidder(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 Bidder(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 Bidder(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 Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

6. Previous Transgression

6.1 The Bidder /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 Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /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 Bank.

7. Company Code of Conduct

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

8. Sanctions for Violation

8.1 If the Bidder(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 Bank is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Bank for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Bank to compensate the Bidder /Seller 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.

(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

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

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid

in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

11.1 The Bank 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).

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

11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the Bank in a procurement case, the Bank shall refer the complaint to the Independent External Monitors for their comments / enquiry.

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

11.6 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.

11.7 The word “**Monitor**” would include both singular and plural.

12. Law and Place of Jurisdiction

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

13. 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.

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

14.2 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 .

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

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

15.2 The 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 the IEM delivers its report.

15.3 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.

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

16. 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.

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

18. The Parties here by sign this Integrity Pact at _____ on _____

(Seller/Bidder) and _____ on _____ (Buyer)

Bank
Signature:
General Manager/Dy G M,
UCO Bank ,
.....Division

BIDDER * /SELLER*
Signature:
Authorized Signatory (*)

Place:

Place:

Date:

Date:

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

NON-DISCLOSURE AGREEMENT

WHEREAS, we _____, having Registered Office at _____, hereinafter referred to as Company are agreeable to offering the end to end Online Share Trading services to UCO Bank, having its registered office at UCO Bank, Head Office, 10,B.T.M.Sarani, Kolkata-700001, hereinafter referred to as the Bank and,

WHEREAS, the Company understands that the information regarding the Bank's online share trading services shared by Bank in their Request for Proposal is confidential and/or proprietary to the Bank, and

WHEREAS, the Company understands that in the course of submission of offer for the said end online share trading services and/or in the aftermath thereof, it may be necessary that the Company may perform certain jobs/duties on the Bank's properties and/or have excess to certain plans, documents, approvals or information of the Bank.

Now therefore, in consideration of the forgoing, the company agrees to all of the following conditions, in order to include the Bank to grant the Company specific excess to the Bank's property/information

The Company will not publish or disclose to others, nor, use in any services that the Company performs for others, any confidential or proprietary information belonging to the Bank, unless the Company has first obtained the Bank's written Authorisation to do so.

The Company agrees that notes, specifications, designs, memoranda and other data shared by the Bank or, prepared or produced by the Company for the purpose of submitting the offer to the Bank for said end to end services of online share trading, will not be disclosed to anyone outside the bank, during or subsequent to submission of the offer to the Bank.

The Company shall not, without the Bank's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the Bank in connection therewith, to any person(s) other than those employed/engaged by the Company for the purpose of submitting the offer to the Bank and/or for the performance of the contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Official Seal:
Place
Date

Name
Designation

INDEMNITY BOND

Annexure-VIII

(To be typed on non-judicial Stamp Paper of Rs. 100/- and attested by Notary Public)

The indemnity bond made on the _____ day of _____ 2018 by M/s. _____ (Name of the Selected bidder Company) (hereinafter referred to as the 'Company') in favour 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").

Whereas M/s _____ (Name of the Selected bidder Company) entered into an Agreement dated _____ with UCO BANK (hereinafter called the said AGREEMENT) for the Online Share Trading services to the customers of the UCO BANK on the terms and conditions mentioned therein for a period of five years.

Now, therefore this indemnity bond witnesses as follows:

That in performance of the assignment as per the Agreement, the Company shall exercise reasonable skill, care and diligence and keep UCO BANK indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Company or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the Agreement.

IN WITNESS WHEREOF this Deed has been executed at _____ by the aforesaid Company through its Authorized Representative, in the presence of witnesses. [[

Witness:

(signature, name and address)

(Authorised Signatory)
Name of the Authorised signatory
Address and seal of the Share
Broking Company

(signature, name and address)

PROFORMA FOR SECURITY / PERFORMANCE BANK GUARANTEE**To**

UCO BANK
10, B T M Sarani KOLKATA – 700 001

Bank Guarantee No... Dated.....**LETTER OF GUARANTEE**

1. Whereas M/s _____ (Name of the Selected bidder Company) (hereinafter referred to as the 'Company') and 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") have entered into an Agreement dated.....(hereinafter called the said AGREEMENT for the online share trading services to act as the Share Broking Company under a tie up arrangement with UCO BANK on the terms and conditions mentioned therein.

We,(indicate the name of the bank ISSUING THE BANK GUARANTEE) at the request of _____ name of share broking company do hereby undertake to pay UCO BANK to the extent of Rs.10,00,000/- (Rupees Ten Lac only) against any loss or damage caused to or suffered or would be suffered by the UCO BANK, by reason of any breach by the Company of any terms and conditions of the said Agreement and/or in the performance of the said AGREEMENT by the Company.

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 Company of any of the terms or conditions contained in the said Agreement or by reason of failure in providing the services of online share trading to perform the said Agreement. Any such demand made on THE BANK ISSUING THE GUARANTEE 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.....

We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the Company 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 Company shall have no claim against us for making such payment.

We, Kolkata (indicate the name of the bank ISSUING THE BANK GUARANTEE), hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said AGREEMENT and that it shall continue to be

enforceable for one year from the date of expiry /termination of the Agreement and that if any claim accrues or arises against us, (indicate the name of the bank ISSUING THE BANK GUARANTEE) by virtue of the GUARANTEE before one year from the date of expiry /termination of the Agreement, the same shall be enforceable against us, , Kolkata (indicate the name of the bank ISSUING THE BANK GUARANTEE) provided that notice of any such claim has been given by the UCO BANK before one year from the date of expiry /termination of the Agreement. Payments under this LETTER OF GUARANTEE will be made promptly upon our receiving the notice to that effect from the UCO BANK on demand and without protest or demur.

It is fully understood that this Guarantee shall become effective from the date of the said AGREEMENT and that We, Kolkata, (indicate the name of the bank ISSUING THE BANK GUARANTEE) undertake not to revoke this Guarantee during its currency without the prior written consent of the UCO BANK.

We, Kolkata, (indicate the name of the bank ISSUING THE BANK GUARANTEE) hereby further agree that UCO BANK shall have the fullest liberty, without affecting in any manner our obligations herein under, to any of the terms and conditions of the said AGREEMENT or to extend the time of performance of the said AGREEMENT by the Company from time to time any of the powers exercisable by UCO BANK against the Company and to forbear or to enforce any of the terms and conditions relating to the said AGREEMENT and We (indicate the name of the bank ISSUING THE BANK GUARANTEE) Kolkata, shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the Company or any forbearance and/or omission on the part of UCO BANK or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

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

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:

Our liability under this Bank Guarantee shall not exceed Rs. 10, 00,000 (Rupees Ten Lakhs) only.

This Bank Guarantee shall be valid upto and

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).

FOR AND ON BEHALF OF
(Name of the Bank)

(Authorised Signatory) Name:

Designation:

(name of the bank)

Address:

Date :-

(Tender offer Forwarding letter)

Tender reference No.: HO/SP/2018-19/

Dated ____/____/____

The Deputy General Manager
UCO Bank Head office-1
Strategic Planning Department,
2nd Floor, 10 B.T.M.Sarani
Kolkata -700001

Dear Sir,

Sub : Your RFP for “ implementation of Online Share Trading on Internet Banking under Tie-up arrangement for UCO Bank’s customers “

RFP Ref No : HO/SP/2018-19/ **dated ____/____/____**

With reference to the above mentioned RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for selection of broking company to provide service(s) of online share trading services on Internet Banking as mentioned in the RFP document forming Eligibility and Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our eligibility and technical as well as commercial Bids by the Bank we undertake to implement Bank’s online share trading scheme as per Your Letter of Intent /purchase orders.

In the event of our selection by the bank for providing end to end services of Online Share Trading services , we will submit a performance guarantee for a sum of Rs. 10 Lacs for a period of 5 (five) Years and (3)three months effective from the month of execution of the agreements in favour of UCO Bank.

We agree to abide by terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

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

We understand that the bank is not bound to accept the lowest or any offer the bank may receive.

We enclose the following demand drafts :

1. DD No. dated for Rs 10000/- (Rupees Ten Thousand only) as cost of RFP document &
2. BG No XXXXXXXXXX for Rs.2, 00,000/- (Two Lac Only) dated _____ as EMD.

Both DDs are issued in favour of UCO Bank issued Bank branch payable at kolkata.

Dated this _____ day of _____ 2018

Signature: _____

(In the capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

CHECK LIST

Sl	Document	Attached in Bid (Yes/No)	Page No	
			From	To
1	Bidders Information as per format as per Annexure-I			
2	Compliance statement as contained in Annexure-II			
3	Scope of Work compliance statement as per Annexure-III			
4	Service Support Details as per Annexure-IV			
5	Commercial BID Yes/No			
6	Pre-Contract Integrity Pact as per Annexure VI			
7	Non-Disclosure Agreement as per Annexure-VII			
8	Indemnity Bond as per Annexure-VIII			
9	Payment of RFP document fee (Yes/No)			
10	Earnest Money demand draft/Bank guarantee (Yes/No)			
11	Last three years audited balance sheet with profit and loss account statement			
6	Implementation Schedule			
7	Copy of Licence from SEBI/NSE/BSE			
8	Letter from banks with whom Tie up has already been done			
9	Any other document indicating feature of the product			
10	Copies of Memorandum & Article of Association and Certificate of Incorporation in case of corporate bidder			
11	Date centre/server location details for production environment like space required for installation of servers and other components, environment conditions etc.			
12	ISO Certificate document, if any			